



Dear Agents and Seller

This listing agreement is for Co-ops, Condos, All Houses, All Commercial, and Land Properties and complies with New York State License Law, Multiple Listing Rules, and East Coast New York, Inc. Policy.

The contents of this Listing agreement cannot be crossed out or changed.

New York State License Law requires Broker/Owner have complete paperwork on all Listing agreements and maintain such for 3 years. Agents must submit Listing agreement and all future documents regarding changes to this listing agreement to East Coast's corporate office within 48 hours of being executed by all parties.

MLS requires that agents upload the listing agreement at the time they are entering the listing onto MLS in order for it to be active.

All **Boxes** are required and must be filled in.



EXCLUSIVE BUSINESS RIGHT TO SELL

TYPE OF BUSINESS:

DOING BUSINESS AS:

ADDRESS:

BUSINESS OWNER:

BUSINESS OWNER: _____

BUSINESS OWNER: _____

PRICE:

LISTING PERIOD START DATE:

LISTING PERIOD END DATE:

The exclusive right to sell the BUSINESS will initiate from 12:01 A.M. on the LISTING PERIOD start date until 11:59 P.M. on the LISTING PERIOD end date. BUSINESS OWNER and LISTING BROKER agree that they are contractually bound by this AGREEMENT as of the Effective Date.

If the OWNER authorizes East Coast New York, Inc., to publish this listing on NY State MLS System, all references to NY State MLS in this AGREEMENT apply.

No provision of this AGREEMENT is intended to nor shall be understood to establish or imply any contractual relationship between the OWNER and NY State MLS nor has NY State MLS in any way participated in any of the terms of this AGREEMENT, including the commission to be paid.

COMPENSATION

1. The BUSINESS OWNER hereby agrees to pay the LISTING BROKER a total commission in the amount of \$99.00*plus % of the selling price or \$ _____. BUSINESS OWNER also agrees that LISTING BROKER may co-broke this listing with other agents. In such an event BUSINESS OWNER will not be responsible for paying more commission stated in this agreement, unless otherwise agreed.

Additional commission terms: _____

Additional terms: _____

*\$99.00 administration fee is for processing LISTING AGREEMENT into East Coast New York, Inc. digital records system and preparing documents for closing. In the event this BUSINESS does not close, this fee will be waived.

OWNER INITIAL

COMMISSION EARNED AND OWNER(S) OBLIGATIONS AFTER THE EXPIRATION/TERMINATION OF THE AGREEMENT

2. A commission shall be earned and payable under any of the following conditions: (a) If the LISTING BROKER or cooperating broker produces a buyer ready, willing and able to purchase the BUSINESS on such terms and conditions acceptable to the BUSINESS OWNER; (b) If through the LISTING BROKER'S or cooperating broker's efforts a buyer and the BUSINESS OWNER reach an agreement upon all the essential terms of a transaction; (c) If the BUSINESS is sold or transferred during the term of this LISTING AGREEMENT whether or not the sale or transfer is a result of the LISTING BROKER'S efforts and even if the BUSINESS is sold or transferred as a result of the efforts of the BUSINESS OWNER or any other broker or agent not acting under this LISTING AGREEMENT; (d) If BUSINESS is rented or possession is given to any party of person; (e) If within 180 days after the expiration or termination of the LISTING PERIOD, even if the BUSINESS OWNER enters into a valid listing agreement to sell the BUSINESS with another New York State licensed real estate broker within the 180 days and accepts a purchase offer on the BUSINESS from any person to whom the BUSINESS has been shown during the LISTING PERIOD with East Coast New York, Inc., BUSINESS OWNER will pay LISTING BROKER the aforementioned commission as stated in paragraph 1 (one). Commission will be paid as if the LISTING BROKER had made the sale. The BUSINESS OWNER is responsible if or when relisting the BUSINESS with another broker within 180 days after expiration or termination of the LISTING PERIOD for getting an exclusion for any person(s) to whom the BUSINESS has been shown. It is the OWNER'S responsibility to request East Coast New York, Inc. provide a list of buyers who have been shown the property prior to the expiration of the listing period. A list of buyers can also be requested after the listing period has ended or provided by the listing broker.

3. In the event the BUSINESS OWNER is entitled to retain a deposit from a prospective buyer who defaults in which business sale does not transfer to said buyer the BUSINESS OWNER agrees to pay the commission percentage listed in paragraph 1 (one) to the LISTING BROKER on the amount retained, or 5% on the amount retained if commission is a dollar amount and not a percentage.

4. Recovery of Attorney Fees. In any action, proceeding or arbitration to enforce any provision of this AGREEMENT, or for damages caused by default of the BUSINESS OWNER, East Coast Realtor shall be entitled to reasonable attorney fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event LISTING BROKER hires an attorney to enforce the collection of any commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, BUSINESS OWNER agrees to pay the reasonable attorney fees, costs and related expenses incurred by LISTING BROKER.

MARKETING

5. BUSINESS OWNER grants the LISTING BROKER full discretion to determine the appropriate marketing approach for the BUSINESS. LISTING BROKER will undertake to find a ready, willing, and able purchaser and in order to do so will engage in marketing activity which may include all forms of advertising.

6. BUSINESS OWNER is responsible for providing accurate information regarding BUSINESS details to LISTING BROKER and to review information published on NY State MLS, Internet sites, and all marketing material. It is the responsibility of the BUSINESS OWNER to notify the LISTING BROKER in writing of any incorrect/inaccurate information

AUTHORIZATION FOR "FOR SALE" SIGN AND OTHER SERVICES

7. LISTING BROKER is authorized to place a "For Sale" sign on the BUSINESS where applicable. (If BUSINESS OWNER Disagrees, initial here) _____.

8. LISTING BROKER is authorized to use a lockbox. (If BUSINESS OWNER Disagrees, initial here) _____.

9. LISTING BROKER is authorized to share keys to the BUSINESS with cooperating brokers. (If BUSINESS OWNER Disagrees, initial here) _____.

ADDITIONAL POINTS

10. During the term of this LISTING AGREEMENT the BUSINESS OWNER(S) shall not offer nor show their BUSINESS for sale or rent to any prospective buyers, brokers or any other person who contacts them directly and agree to refer to us all inquires, proposals, and offers. The BUSINESS OWNER agrees to conduct all negotiations with respect to the sale, or other disposition of the BUSINESS solely and exclusively through the LISTING BROKER. OWNER further agrees to provide the name and contact information of the person(s) who approached the OWNER about the PROPERTY during the term of this listing agreement.

ALL MODIFICATIONS TO BE MADE IN WRITING

11. BUSINESS OWNER and LISTING BROKER agree that no change, amendment, modification or termination of this AGREEMENT shall be binding on any party unless the same shall be in writing and signed by the parties. Text and email confirmation is also acceptable for such changes. Paragraph 21, "Acknowledgment", also contains content regarding changes to LISTING AGREEMENT.

MAINTENANCE OF BUSINESS

12. BUSINESS OWNER is responsible for the condition, maintenance and/or utilities for the BUSINESS including snow removal and lawn maintenance. BUSINESS OWNER agrees to indemnify and hold harmless the LISTING BROKER from any claim arising out of personal injuries to any persons injured on the BUSINESS premises or damage to the BUSINESS. BUSINESS OWNER shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER, such approval shall not be unreasonably withheld.

OWNER INITIAL

INDEMNITY

13. In the event any claim or action is commenced against the LISTING BROKER as a result of the LISTING BROKER obeying the lawful instructions of the BUSINESS OWNER, then, and in such event, the BUSINESS OWNER hereby agrees to defend, indemnify and hold harmless the LISTING BROKER in any such claim or action. BUSINESS OWNER shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER, which approval shall not be unreasonably withheld.

COPYRIGHT NOTICE

14. The BUSINESS OWNER acknowledges and agrees that all photographs, images, graphics, audio and video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the BUSINESS provided by BUSINESS OWNER to LISTING BROKER or otherwise obtained or produced by LISTING BROKER in connection with this LISTING AGREEMENT (LISTING CONTENT), and any other changes to the LISTING CONTENT, may be filed with one or more MLS, included in compilation of listings, and otherwise distributed, publicly displayed and reproduced. BUSINESS OWNER hereby grants to LISTING BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, reproduce and distribute the LISTING CONTENT or any derivative works thereof. BUSINESS OWNER represents and warrants to LISTING BROKER that the LISTING CONTENT and license supplied by the BUSINESS OWNER, does not violate or infringe upon the rights, including any copyright rights, of any person or entity and BUSINESS OWNER agrees to indemnify LISTING BROKER from any claim of infringement relating to the same. Data including photographs and sketches relating to the BUSINESS may be aggregated with that of other listings by participants in the MLS, computer online networks and websites and become copyrighted data pursuant to agreements with the LISTING BROKER and such other third parties. BUSINESS OWNER acknowledges and agrees that as between BUSINESS OWNER and LISTING BROKER, all LISTING CONTENT developed by the LISTING BROKER is owned exclusively by LISTING BROKER, and BUSINESS OWNER has no right, title or interest in it.

15. BUSINESS OWNER hereby grants to LISTING BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, reproduce and distribute the LISTING CONTENT or any derivative works thereof. BUSINESS OWNER agrees to indemnify LISTING BROKER from any claim of infringement relating to the same. BUSINESS OWNER acknowledges and agrees that as between BUSINESS OWNER and LISTING BROKER, all LISTING CONTENT developed by either the BUSINESS OWNER or the LISTING BROKER is deemed owned exclusively by LISTING BROKER, and BUSINESS OWNER has no right, title or interest in it.

ACKNOWLEDGEMENT

16. BUSINESS OWNER has read and understands this LISTING AGREEMENT and does hereby acknowledge receipt of a copy thereof. ALL ORAL OR PRIOR AGREEMENTS BETWEEN THE PARTIES ARE HEREBY MERGED INTO THIS AGREEMENT AND THE PARTIES AGREE THAT THEIR RELATIONSHIP SHALL BE GOVERNED SOLELY BY THIS AGREEMENT. This AGREEMENT is the entire agreement between the parties and may not be changed except in a writing signed by both parties. This LISTING AGREEMENT shall be binding upon the parties hereto, and their respective heirs, successors, or assigns as of the EFFECTIVE DATE. For purposes of this LISTING AGREEMENT, "BUSINESS OWNER" refers to each and all parties who have an BUSINESS OWNERSHIP interest in the BUSINESS and the undersigned BUSINESS OWNER represents that he/she is/are the sole and exclusive BUSINESS OWNER and is fully authorized to enter into this LISTING AGREEMENT or has other authorization to do so. As used in this LISTING AGREEMENT, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require. BUSINESS OWNER and LISTING BROKER understand that all extensions of this LISTING AGREEMENT must be done in writing and automatic renewals are specifically prohibited by 19 NYCRR§175.15. The BROKER OWNER of East Coast New York, Inc. is the only person authorized on behalf of East Coast New York, Inc. to terminate or reduce the expiration date of this listing to have a binding legal force and effect. Such changes made by the listing agent are not valid.

17. EXPLANATION: An "exclusive right to sell" listing means that if you, the BUSINESS OWNER of the BUSINESS, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker. An "exclusive agency" listing means that if you, the BUSINESS OWNER of the BUSINESS, find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

18. If the client, BUSINESS OWNER of this BUSINESS is a corporation, partnership, LLP limited liability partnership, LLC limited liability company, or any other business or other entity; then the individual(s) signing this agreement hereby agree to, jointly and severally as applicable personally guarantee the payment and collection of commission, fees, and costs payable under this agreement, on behalf of said entity to East Coast New York, Inc. Inc.

OWNER INITIAL

COPY OF PHOTO ID REQUIRED FOR PERSON(S) SIGNING THIS AGREEMENT

PARTIES SIGNATURE

OWNER:

DATE:

OWNER: _____

DATE: _____

OWNER: _____

DATE: _____

OWNER: _____

DATE: _____

LISTING BROKER: East Coast New York, Inc. Inc.

LISTING AGENT:

DATE:

LISTING AGENT: _____

DATE: _____

CO-LISTING AGENT: _____

DATE: _____

The "EFFECTIVE DATE" of this Agreement shall be latest date entered alongside the parties' signatures

MLS # _____