

Gina Jacobs Real Estate & Property Management
EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

PARTIES AND PROPERTY

The Seller(s) _____, gives Gina Jacobs Real Estate and Property Management, LLC (GJRE, the Broker), the exclusive right to list for sale the Seller's real property located at _____, Connecticut (LISTED PROPERTY) for \$_____ (Listed Price).

SELLER(S)' AND BROKER'S AGREEMENTS The

Parties agree that:

1. This Contract will go into effect on _____ and will remain effective through and including _____. This Agreement may be renewed or terminated by mutual written agreement between the Seller(s) and GJRE at any time.
2. GJRE may place a "for sale" sign on the LISTED PROPERTY.
3. GJRE may install a lockbox on the LISTED PROPERTY. Seller(s) understands that other participants in the Multiple Listing Service (MLS) may advertise the LISTED PROPERTY electronically. They will also have access to the LISTED PROPERTY through the lockbox with the consent of the Seller(s).
4. GJRE is not responsible for maintenance, management, upkeep or physical damage to the LISTED PROPERTY.
5. GJRE will use reasonable efforts to sell the LISTED PROPERTY.
6. GJRE will submit the LISTED PROPERTY to the MLS.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN THE SELLER AND THE BROKER.

7. GJRE will be compensated at a rate of **\$200.00 per hour** for any and all services rendered in the effort to sell the LISTED PROPERTY during the term of this Contract including but not limited to: professional and administrative tasks, price negotiations and other due diligence efforts, MLS research and market analysis, showing of property to unrepresented buyers, travel to showings and appointments, e-mail, internet & social media posts, telephone calls, internet searches, making appointments, and open houses and expenses. Any mailed marketing materials and hardcopy advertisements in newspapers and magazines, requested by the Seller(s) will also be invoiced monthly. If Seller(s) wants the LISTED PROPERTY advertised in a particular publication on a particular date or in a particular issue, Seller(s) must indicate this request to GJRE, in writing, prior to the print deadline of the requested publication. Seller(s) understands that at the sole discretion of the Broker, the Broker may choose to advertise the LISTED PROPERTY in any publication and at any time the Broker deems appropriate and these advertisements will NOT be invoiced to the Seller(s).

Invoices will be emailed monthly to the Seller(s) unless otherwise noted.

Check here if you prefer paper invoices

Seller(s) initials

8. If any invoice balance isn't received by the due date on the said invoice, the balance will be considered late and will be subject to a late fee of 10% of the balance due. Additionally the LISTED PROPERTY may be withdrawn from the MLS and subsequently removed from all other real estate Internet sites, and all advertising will cease. The past due balance plus the late fee(s) must be paid in full prior to GJRE resuming the marketing of the LISTED PROPERTY. Seller may incur additional hourly charges related to reinstating the property data on the MLS. If at any time the LISTED PROPERTY is withdrawn for late or non-payment, the Seller(s) understands that the Seller(s) will still be contractually obligated to GJRE for the duration of this Contract and will be prohibited from listing with another agency until the expiration of this Contract.
9. Upon execution of this Contract the Seller(s) will pay GJRE a **non-refundable deposit** in connection with the sale of the LISTED PROPERTY. The initial services and input of the LISTED PROPERTY to the MLS will be billed against the deposit. Any property with 2 or more outbuildings will be required to pay the \$3,000 deposit regardless of the size of the main property.
 - \$2,000 deposit for properties up to 2000 finished square feet
 - \$2,500 deposit for properties between 2001 up to 3000 finished square feet
 - \$3,000 deposit for properties 3001 and larger
10. Seller(s) will compensate a cooperating buyer's broker a flat fee in the amount of \$ _____ or a commission of _____ % (percent) of the agreed upon sales price. **NOTICE: Compensating a cooperating broker is optional but highly recommended.**
11. Seller(s) understands and agrees that any agent of GJRE may represent a buyer for the purchase of the LISTED PROPERTY. If that representation causes GJRE to become a dual agency, GJRE will disclose all relevant information to Seller(s). Seller(s) and Buyer(s) must consent, in writing, to having GJRE act as a dual agency in the sale of the LISTED PROPERTY. If GJRE sells the LISTED PROPERTY, GJRE will be entitled to the same compensation as described in Section 10 above. If any agent of GJRE becomes a dual agent, one agent representing both the Seller(s) and the Buyer(s) also requiring the written consent of both parties, GJRE will be entitled to any hourly compensation due for services rendered as the Listing Agency for the LISTED PROPERTY up until which time the LISTED PROPERTY enters into a fully executed contract of sale with one GJRE agent acting as the dual agent.
12. GJRE may enforce this Contract against the Seller(s), and against the Seller's/Sellers' heirs, administrators, executors and assigns. This Contract comprises the entire agreement; it may only be modified or discharged in writing if signed by both parties. It is agreed that this Contract may be transmitted by email. Seller(s) agrees that, only with respect to the real estate transaction identified in this Contract, GJRE may use an electronic record, including fax or email, to make and keep this Contract. Seller(s) will inform GJRE, in writing, of any change in the Seller's email address at GJRE's address set forth below.

Seller(s) initials

13. Seller(s) agrees to pay any costs and attorney's fees that GJRE may incur to collect any monies due to GJRE under this Contract.

14. Other terms: _____

15. Seller(s) authorizes GJRE, as My/Our agent, and any subagents appointed by GJRE, to disclose any information that I/We provide GJRE concerning the LISTED PROPERTY.

STATEMENTS REQUIRED BY LAW

This agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c).

The real estate broker may be entitled to certain lien rights pursuant to subsection (d) of section 20-325a of the Connecticut General Statutes.

IT IS UNLAWFUL UNDER FEDERAL AND STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, RELIGION, NATIONAL OR ETHNIC ORIGIN, ANCESTRY, SEX, MARITAL STATUS, AGE, SEXUAL ORIENTATION, LEARNING DISABILITY, PHYSICAL OR MENTAL HANDICAP, DISABILITY, DISORDER OR RETARDATION (INCLUDING BUT NOT LIMITED TO BLINDNESS OR DEAFNESS), FAMILIAL STATUS (FAMILIES WITH CHILDREN UNDER 18), AND LAWFUL SOURCE OF INCOME IN THE ACQUIRING OR DISPOSITION OF REAL PROPERTY.

GINA JACOBS REAL ESTATE
& PROPERTY MANAGEMENT,LLC

By: _____ Date _____
Signature of Agent

Printed Name of Agent

SELLER: _____ Date _____
Signature

SELLER: _____ Date _____
Signature

SELLER: _____ Date _____
Signature

Address: _____ PO Box 1067
City, State, Zip _____ Woodbury, CT 06798-1067
Phone: _____
Email: _____

Address: _____
City, State, Zip _____
Phone: _____
Email: _____

Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled or until transaction closing.

Credit Card Information	
Card Type:	<input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> Other _____
Cardholder Name (as shown on card):	_____
Card Number:	_____ CVV / CVV2: _____
Expiration Date (mm/yy):	_____
Cardholder ZIP Code (from credit card billing address):	_____

I, _____, authorize Gina Jacobs Real Estate to charge my credit card above for agreed upon services.

- One time charge of \$ _____ for deposit only.
- Recurring charge for services rendered. An invoice and receipt of payment will be provided monthly. I understand that my information will be saved to file for future transactions on my _____ account.

Customer Signature

Date

