



EXCLUSIVE LISTING AGREEMENT

AGREEMENT DATE:	
SELLER:	
SELLER ADDRESS:	
EXPIRATION DATE:	

LISTING BROKER:	DiLorenzo Realty Group, LLC
LISTING AGENT:	Joseph A. DiLorenzo
CELL PHONE:	(609) 226-9634
EMAIL:	joe@dilorenzorealtygroup.com

PROPERTY TO LIST:		BLOCK:	
		LOT:	
LOT SIZE:		MLS#:	
LISTING PRICE:		OFF#:	606

In consideration for the Broker listing and attempting to obtain a purchaser for the Seller(s) property, the Seller gives the Broker the sole and exclusive right to sell the property for \$_____ or for any other price and any terms that the SELLER may consent in writing from this date through 00/00/00. The Seller also authorizes the Broker to place a DiLorenzo Realty Group, LLC "For Sale" and/or "Sold" sign on the property, removing all others, and to take any other reasonable action to sell the property. Broker will submit the listing to the MLS.

- 1) **COMMISSION ON SALE, EXCHANGE OR TRANSFER OF PROPERTY:** Seller hereby agrees to pay Broker a commission of 5.0% at the time of settlement. Seller offers and Broker agrees to pay a commission of 2.5% of the sales price to Subagents, Buyer's Broker or Transaction Broker, which commission shall be payable at final settlement and is to be deducted from Broker's commission. However, in the event title does not close as a result of breach of contract by seller, the seller shall be liable to the Listing Broker for the commission. **The Broker will accept a commission of 4% if the property is sold in-house.**

"AS SELLER, YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION OR OTHER CONSIDERATION WITH ANY BROKER. NO FEE, COMMISSION OR OTHER VALUABLE CONSIDERATION HAS BEEN FIXED BY A GOVERNMENTAL AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE." Nothing herein is intended to prohibit an individual Broker from establishing a policy regarding the amount of fee, commission or other valuable consideration to be charged in transactions by the Broker.

2) **BROKER PROTECTION:** A Brokerage fee shall be paid by the Seller if this property, or any portion of it, is placed under contract, sold, conveyed, or otherwise transferred within 180 days of the termination of this Agreement, or any extension of it to anyone to whom the Broker has introduced the property to prior to final termination, provided Seller has received written notice including the names of prospective Buyers within (14) business days after termination of this Agreement or any extension of it.

3) **FORFEITURE OF DEPOSIT:** In the event of a forfeiture of deposit monies by a purchaser the deposit shall be divided 100% to the Seller and 0% to the Broker as compensation for expensed incurred and services rendered, not to exceed the full commission.

4) **OTHER OBLIGATIONS OF SELLER:** Seller agrees to refer to Broker every person who contacts Seller directly during the term of this Agreement concerning this listing or the sale of this property. All negotiations for a sale or lease shall be made through the Broker. Seller shall cooperate with Broker in affording any prospective Buyer the opportunity of a full inspection of this property.

In addition:

- Seller warrants that they are the only owners of this property, that they have the legal right and financial ability to list and sell it, and that they can and will sign documents required to transfer good title at final settlement.
- Seller states that the information given on this Listing Agreement is complete and correct.
- Seller acknowledges receipt of the **New Jersey Attorney General's Summary of the New Jersey Law Against Discrimination** and agrees to abide by the law.
- There are no Agreements or conditions other than those stated in this Agreement.
- Seller is NOT aware of any environmental hazards relating to the property, or proceedings regarding such hazards which are now pending or threatened with regard to the property.
- Seller DOES authorize the Listing Agent to place a key lock box on the property to aid in showings.
- Seller states that there are no confirmed or unconfirmed assessments for improvement that may exist that will affect this property, except:

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- Seller states that they are not aware of any deed restrictions against this property that will have a greater effect than the current zoning ordinance, except:
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- Seller states there are no leases affecting the property, except:
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- Seller represents that the property **IS** in a flood zone.

5) OWNER(S) LIABILITY: The Seller indemnifies the Broker from and against all claims, suits, cost, expert's fees, awards and judgments (including reasonable attorney's fees) arising out of or occasioned by any untrue statement of a material fact, or by the omission of a material fact necessary to make Seller's statements not misleading or untrue regarding the property or any aspect of it. Seller understands the authority conferred upon the Broker by this Agreement cannot be withdrawn during the term of this Agreement and shall be binding upon the heirs, executors, administrators, personal representatives, and assigns of the Seller. Seller acknowledges that the Broker is acting as an agent only and shall not be held liable to Seller or to any prospective buyers of the property for the fulfillment or non-fulfillment of any terms, covenants and/or conditions of any sales agreement.

6) FACSIMILE TRANSMISSION AND/OR COUNTERPARTS SIGNATURE: This contract may be executed in any number of counterparts, including counterparts transmitted by telecopier or fax, any one of which shall constitute an original of this contract. When executed by all parties, counterparts or facsimile copies shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party.

7) CONSUMER INFORMATION STATEMENT: By signing this Listing Agreement, the Seller acknowledges they received the **Consumer Information Statement on New Jersey Real Estate Relationships**. I, **Joseph A. DiLorenzo**, as an authorized representative of DiLorenzo Realty Group, LLC, intend, as of this time, to work with you as a **Seller's Agent and Disclosed Dual Agent if the opportunity arises.**

THIS IS A LEGAL BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. TO INDICATE THEIR AGREEMENT, THE SELLER AND BROKER HAVE COMPLETED AND SIGNED THIS AGREEMENT. ALL PARTIES NECESSARY TO LEGALLY CONVEY THE PROPERTY MUST SIGN.
PROPER DATE REQUIRED.

SELLER: X _____
Seller

DATE: _____