



EXCLUSIVE RIGHT TO SELL CONTRACT

REALTOR/BROKER FIRM Kessler and Company Realty
Address of Firm: 2820 W. Maple Road, #201D Troy, M

SELLER'S NAME
Seller's Home Address:

Phone # (248) 643 9099 Phone #: Home Business

1. CONSIDERATION AND TERM OF CONTRACT: This Agreement is entered into this day of , by and between the above mentioned REALTOR/BROKER ("the REALTOR/BROKER") and the above mentioned SELLER(S) ("the Seller") in consideration of the agreement of the REALTOR/BROKER to market the Property hereinafter described and to use the best efforts to find a buyer, the SELLER grants to the REALTOR/BROKER the exclusive right to sell the Property from the date of this agreement to 11:59 P.M. 120 calendar days from date of this Agreement.

2. PROPERTY DESCRIPTION: This Residential Condominium Multi-Family Commercial/Industrial Vacant Other:
Property is located in the Village Township City of , County of , Michigan, commonly known as (street address) (zip code)

Legal Description: (the "Property").

This Property is being sold together with all improvements & appurtenances, if any, now in or on the premises including all buildings, fixtures, built in appliances, all window treatments including hardware, attached floor coverings, attached fireplace doors, screens, gas logs, garage door opener and controls, screens, storm windows and doors, landscaping, fences and mailboxes, all ceiling fans, alarm system, radio and television antennas, rotors and controls, water softener (unless rented), water pumps, pressure tanks, fuel in tank, incinerator, if any, and gas, oil and mineral rights owned by SELLER, and

SELLER excludes the following items:

3. PRICE/TERMS: SELLER agrees to sell the Property for the sum of \$ to be paid in cash or upon terms as specified in the PROFILE SECTION of this Contract or upon such terms and conditions as the Seller may hereafter accept. SELLER to deliver possession not later than days after closing of the sale, subject to the rights of tenants. Should SELLER not deliver possession of the Property at the closing, SELLER shall be required to pay a daily rate of \$ or such other terms and conditions as the SELLER may hereafter accept.

4. COMMISSION: SELLER agrees to pay the REALTOR/BROKER a commission of \$ or 6.000 % of the sale price upon the consummation of the sale. The commission will be due and payable if a buyer is obtained for the Property by anyone, including the SELLER, during the term of this contract at the price and terms set forth herein, or upon any other price and terms agreed upon by the SELLER, FURTHER said commission will be paid if:

- a) the SELLER refuses to sell when a ready, willing and able buyer is produced at price and terms.
b) the SELLER refuses or is unable to complete a sale pursuant to the terms of a duly executed Offer To Purchase, Purchase Agreement, Contract of Sale, or such other equivalent agreement signed by SELLER.
c) the SELLER, or anyone, sells (or enters into a contract to sell or receives a deposit) within 120 days from the termination or expiration of this contract to anyone to whom the Property has been shown or who has learned of the Property because of the REALTOR/BROKER'S efforts, during the term of this contract PROVIDED, HOWEVER, the SELLER will not be obligated to pay such commission if the Property is sold through another licensed Real Estate Broker who is paid a commission/fee during this protection period equal to commission above.

It is agreed that the word "sale" shall include a trade or exchange and that a commission will be due at the agreed upon amount or percentage of the exchange or trade value, as the case may be, and that in the event of a trade or exchange, the REALTOR/BROKER is authorized to receive a commission/fee from both parties of the transaction provided disclosure thereof is made to all parties. REALTOR/BROKER is authorized to fee split with any licensed Real Estate Broker.

5. DEFAULT: If a sale is not consummated because of the SELLER's refusal to perform, then the full commission shall be due and payable upon such refusal. If a sale is not consummated because of the BUYER'S failure to perform and the deposit made is forfeited, SELLER agrees that 50% of the deposit (but not in excess of the amount of the full commission) shall be retained by the REALTOR/BROKER in full payment for services rendered in this transaction.

6. OPTION: The SELLER agrees that the commission will be due and payable to the REALTOR/BROKER if the SELLER enters into an option of purchase during the term of this contract or the protection period as provided upon the consummation of the sale/purchase pursuant to the option. If the option is exercised and consummated, the afore agreed upon commission will be paid to the REALTOR/BROKER on the option amount.

7. CONSIDERATION NEGOTIATION: The SELLER and the REALTOR/BROKER acknowledge that they have negotiated the consideration contracted hereunder between themselves and that the commission to be paid by the SELLER in consideration for services to be performed by the REALTOR/BROKER and the services to be performed by REALTOR/BROKER in consideration for the commission to be paid was not fixed, controlled, recommended or maintained by any other person(s) or entity not a party to this contract.

8. MULTILIST/COOPERATION: The SELLER acknowledges that the services of the Multiple Listing Service(s), and the offering of cooperation and compensation to other Participants has been fully explained and the REALTOR/BROKER is authorized to multiple list the Property in the Multiple Listing Service.

The SELLER authorizes the REALTOR/BROKER to provide to the Multiple Listing Service(s) such information as they may require including but not limited to timely notice of status changes in this contract and sales information including selling price and terms upon the acceptance of an Offer to Purchase or at any time after closing. The Multiple Listing Service(s) is authorized to disseminate the information so provided to its Participants according to its rules and regulations. The SELLER and the REALTOR/BROKER release the Multiple Listing Service(s) from any liability for errors and omissions in the listing information disseminated. The SELLER authorizes the REALTOR/BROKER to offer cooperation as provided by the Multiple Listing Service(s), either through the Multiple Listing Service(s) or otherwise, and to offer such compensation to the cooperating Broker as established by the REALTOR/BROKER. The compensation to be paid to a cooperating BROKER is completely within the discretion of the REALTOR/BROKER and is not fixed, controlled, recommended, or maintained by any person or entity not a party to this contract, and the REALTOR/BROKER has the authority to change said compensation at any time and further it is understood that compensation paid to a cooperating BROKER will be paid from the commission due the REALTOR/BROKER hereunder unless otherwise agreed upon in writing. SELLER authorizes LISTING BROKER to attempt to secure BUYERS from all available sources including BUYERS' BROKERS. Dual agency has been explained to Seller and Seller herein authorizes listing Broker to offer this Property to clients who they represent as BUYER/BROKER.

9. CANCELLATION: This contract can be CANCELLED or REVOKED only by mutual consent of both REALTOR/BROKER and SELLER in writing. Sales Agent acknowledging the receipt of this contract does NOT have authority to cancel this contract.

10. TITLE: SELLER represents the title to the Property to be a good and marketable title and SELLER will execute and deliver a Warranty Deed, Land Contract, or other instruments of assignment or conveyance as shall be required. By agreement on a subsequent Purchase Agreement, SELLER will furnish an owner's title insurance policy without standard exceptions. Any deed required shall have full covenants of warranty and conveyance thereunder and shall be free of all encumbrances and liens except restrictions, easements, reservations and covenants of record.

11. SHOWING/SIGNS: REALTOR/BROKER is hereby authorized to photograph the Property and publish such photographs, retain a key, and cause a sign to be erected on the Property and to remove all other "for sale" signs. REALTOR/BROKER shall have access to the buildings on the Property for the purpose of showing the same at reasonable hours.

12. LOCK BOX: The REALTOR/BROKER is not authorized to attach a lock box to be used for the purposes of storing key(s) that provide access to the Property by authorized persons. Seller agrees to save and hold REALTOR@Broker, its agents and subagents, harmless from any liability for damage to furnishings, losses caused by theft, mysterious disappearance of personal property, vandalism or injury to persons which result or may have resulted from unauthorized access made possible by the lockbox process.

13. MARKET: Upon SELLER'S written acceptance of the terms of any Offer to Purchase, Purchase Agreement, Contract of Sale, or equivalent, the REALTOR/BROKER shall not continue to market the Property nor present any other offers received after the time of acceptance.

14. REFERRAL: SELLER agrees to refer to the REALTOR/BROKER all inquiries concerning the Property during the period of this contract.

15. CITIZENSHIP: SELLER is a United States citizen. yes no

16. HEIRS: The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties.

17. NON-DISCRIMINATION: It is agreed by the REALTOR/BROKER and the SELLER, parties to this agreement, that as required by law, discrimination because of race, religion, color, national origin, sex, marital status, age, height, weight, or physical or mental handicap, or familial status, by said parties in respect to the sale of the subject property is PROHIBITED.

18. INFORMATION: SELLER agrees to provide REALTOR/BROKER and buyer with all information required by any law.

19. MARKETABLE TITLE: The SELLER(S) represent and warrant that they are the exclusive holders of the interest to be conveyed hereunder, or that they are the duly authorized agents of the holders of said interest and are specifically empowered to enter into this contract and to convey the interest set forth.

20. BINDING CONTRACT: This contract shall be binding upon execution by SELLER(S) or SELLER(S)' agents and REALTOR/BROKER or the agent of the REALTOR/BROKER. SELLER agrees and understands that earned and/or unpaid commissions shall become a lien on the Property. Seller shall indemnify and hold harmless Broker and Broker's agents and subagents from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of the showing of Seller's home pursuant to this listing. Sales Agent acknowledging the receipt of this contract does NOT have authority to cancel this contract.

21. ACKNOWLEDGEMENT: The SELLER has read, acknowledges, and accepts the terms of this Contract and has received a completed copy of this Contract.

(REALTOR) Receipt of Contract Acknowledged Date (SELLER) Date

Name Address
2820 W. Maple Road, #201D, Troy, MI 48084
Address Social Security #

(SELLER) Date

Address

Social Security #