

**EXCLUSIVE AGENCY LISTING AGREEMENT**

**FAX TO 1-866-810-9348**

® = Required

For the purposes of this Agreement, The Entry Only Listing Service will also be referred to as "Entry Only" or "Agency".

In consideration of Agency's agreement to list and promote the sale of All Seller's property situated in municipality of

®, County of ®, State of Maine, located at  
(Town) (County)

®, and  
(House/Lot #) (Street Name) (Street Suffix) (Unit #, if applicable)

described in deed(d) recorded at said County Registry of Deeds in Book(s) ®, Page(s) ®, the undersigned Seller, hereby gives the Agency the exclusive agency to sell or exchange said property at the price of

®\$ (List Price), and on the terms herein stated, or at any other price or terms to which Seller may authorize or

consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, excluding the Seller, then Seller agrees to pay the Agency a commission of ® % (Not less than 1%) of contract price. The Seller agrees to compensate the Agency, and the Agency would in turn offer the full commission to a Buyer's Agency.

This Agreement shall be in effect for six (6) months, from ® (MLS Entry Date) to ® (6 Months from MLS Entry Date).

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within three (3) months after the expiration or termination of this agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall terminate three (3) months from the expiration or termination of this agreement.

The Agency receives a fee of \$399 prior to listing the Seller's property in the MLS. The property will be listed in the Maine MLS, also known as Statewide MLS (MREIS), unless the property is located in Washington or Hancock County, then the property will be listed in the Maine Downeast MLS. Any fines from the MLS due to the Seller's negligence will be passed on to the Seller.

SUBAGENCY: This Agency's policy is NOT to cooperate or share compensation with other agencies acting as subagents of you the Seller.

BUYER'S AGENCY: This Agency's policy is TO cooperate or share compensation with Buyer's Agents.

TRANSACTION BROKERS: This Agency's policy is NOT to cooperate or share compensation with other agencies acting as transaction brokers.

VARIABLE COMMISSION: This Agency's policy it TO compensate all other real estate brokerage agencies in the same manner.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other agency.

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To respond to all inquiries in a timely manner.
- To convey property by valid deed.
- To authorize a "For Sale" sign on the property
- To authorize advertising of the property
- To authorize use of a key and/or a lock box on the property.
- To authorize Agency to divulge the existence of offers on the property.
- To authorize the Agency to use and make exterior and interior photographs of said property in promoting its sale.
- To authorize inclusion of street address of the property on Internet display to the public.
- To NOT authorize purchase of a Home Warranty Plan to be paid at Seller's expense.
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller acknowledges that the Agency is not an insurer against loss of damage to personal property.
- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

Seller's Initials ® /

- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien files for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property
- Receipt of a copy of this agreement
- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management service are only provided by Agency if agrees to by separate written agreement.
- In no event shall the Agency receive any earnest money that is forfeited by a Buyer.

**Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.**

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump, and electrical fixtures are included with the sale except for the following:

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PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement:

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Other Conditions: \_\_\_\_\_

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Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet.  
Seller acknowledges receipt of "Maine Real Estate Brokerage Relationships Form".

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or national origin.

® \_\_\_\_\_  
Today's Date

Accepted by Jason Saphire *Jason Saphire* on behalf of The Entry Only Listing Service  
Broker Name – Maine License #: DB913370 Broker Office – Maine License #: AC90602336

® \_\_\_\_\_  
Seller(s) Mailing Address

® \_\_\_\_\_  
Seller(s) Phone Number                      Seller(s) Email Address                      Seller(s) Fax Number

® \_\_\_\_\_  
Seller 1 - Signature

® \_\_\_\_\_  
Seller 1 - Print Name

\_\_\_\_\_  
Seller 2 - Signature (if applicable)

\_\_\_\_\_  
Seller 2 - Print Name (if applicable)

**Correspondence**

Our normal business hours are Monday-Friday 9:00am to 6:00pm; Saturday-Sunday 9:00am to 1:00pm. We are closed on Holidays. Any messages received via email or voicemail after business hours will be addressed the following day. For general questions our preferred method of communication is via email to [info@EntryOnly.com](mailto:info@EntryOnly.com).

**Listing Information, Status and Changes**

The Seller must disclose any and all defects in the property which are not open and obvious and which may materially affect the value or desirability of the property. The Seller agrees to provide a copy of the Seller's Property Disclosure. The Seller is responsible for reviewing the published Listing and must notify us of any and all errors or omissions. Any changes the Seller request shall be free of charge, however, no changes will be made unless received in writing. Changes will be completed by the end of the following day. Changes requested after business hours are considered requested the following day. You may submit up to 8 Photos for Maine MLS & 25 for Realtor.com. We require at least one photo to list your property.

Upon acceptance of any Offer to Purchase and after Closing the Seller must notify us within 24 hours and supply the Closing Date, Sales Price, Commission, Buyer's Agent's Office and Name, when applicable. If you want to seek Backup Offers, you must fill out the "Accepting Backup Offers" form. The Seller agrees to release a copy of the Purchase Contract upon request.

**Partner Websites**

MLS allows automatic data transfers to several 3<sup>rd</sup> party Real Estate websites and we co-operate with them fully, however we have no control over these sites and as such can not guarantee their reliability. Your fee to the Entry Only Listing Service is for publishing to the MLS only. Any other site is purely a bonus, subject to change without prior notice.

**Limited Consultation, Forms & Document Preparation**

The service offered under this agreement is not that of a traditional Listing Agent. This service is a Listing Service only and is best suited for educated Sellers who are well versed in the Real Estate sales process. Entry Only will not prepare any documents for Sellers. We provide standard real estate forms, however, we recommend you contact an attorney for consultation and/or to prepare any legal documents pertaining to your transaction.

**Authorization**

The Seller represents that he/she/they has full authority to contract to sell or convey the property and that no other authorization is necessary to sign this agreement.

**Indemnification**

In any litigation and/or notice of impending litigation against "Entry Only", its affiliates and/or agents arising out of this Agreement and/or listing in MLS brought either by a third party or by Seller for any reason, (including but not limited to any disputes over commission due, failure to disclose relevant information and/or material defects about the listed property, negligence, etc.) then Seller agrees that either Seller and/or "Entry Only", its affiliates and/or agents, may authorize and direct, in writing, the appropriate Closing attorney or agency to withhold from the Closing Funds due Seller an amount equal to one and half times the amount claimed or in dispute and "Entry Only", its affiliates and/or agents, will be entitled to recover reasonable attorney fees, costs and expenses from the Seller. Furthermore, the Seller agrees to hold "Entry Only", its affiliates and/or agents harmless for all injuries suffered, monetary or otherwise arising out of the sale or negotiation of the sale of the listed property.

**Termination/Renewal/Expiration**

The Seller may terminate this Agreement at any time in writing before an offer is accepted. Once an offer is accepted, the listing must remain in the MLS until either the property transaction is completed or voided.

Entry Only reserves the right to terminate the Seller's listing if the property is listed in the MLS by another Agency without first Canceling the listing with Entry Only, if the Seller remains unresponsive to correspondence from Entry Only or other co-operating Agencies, or if the Seller is found to be in violation of any Fair Housing Acts.

The fee to renew your listing will be \$100 OFF the advertised listing fee on EntryOnly.com at the time of your renewal. You will be emailed prior to your Expiration with instructions on how to renew. The discount is valid only for the previously listed address. If your listing is Expired for less than 91 days some MLSs may require the re-activation of the previous MLS number.

I/we acknowledge that I/we have read and understand the above information and agree to the terms by entering in my information below:

® \_\_\_\_\_  
Seller 1 - Signature

\_\_\_\_\_   
Seller 2 – Signature (if applicable)

® \_\_\_\_\_  
Today's Date

Please provide us with at least one name, telephone number and email address for your convenience of setting up appointments. The following will be displayed on our websites under "Current Listings".

® \_\_\_\_\_  
Contact Name(s)

® \_\_\_\_\_  
Contact Telephone 1

\_\_\_\_\_   
Email Address (optional)

\_\_\_\_\_   
Contact Telephone 2 (optional)

\_\_\_\_\_   
Property Website URL (optional)



Dept. of Professional & Financial Regulation  
Office of Licensing & Registration  
**MAINE REAL ESTATE COMMISSION**

35 State House Station Augusta ME 04333-0035



## REAL ESTATE BROKERAGE RELATIONSHIPS FORM

### Right Now You Are A Customer

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in

a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensee") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following **customer-level services**:

- ✓ To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
- ✓ To treat both the buyer and seller honestly and not knowingly give false information;
- ✓ To account for all money and property received from or on behalf of the buyer or seller; and
- ✓ To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation you are considered a "customer" and the licensee is not your agent. **As a customer you should not expect the licensee to promote your best interests or to keep any information you give to the licensee confidential, including your bargaining position.**

### You May Become A Client

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements **create a client-agent relationship** between you and the licensee. As a client you can expect the licensee to provide the following services, **in addition to** the basic services required of all licensees listed above:

- ✓ To perform the terms of the written agreement with skill and care;
- ✓ To promote your best interests;
  - For seller clients this means the agent will put the seller's interests first and negotiate for the best price and terms for the seller;
  - For buyer clients this means the agent will put the buyer's interests first and negotiate for the best price and terms for the buyer; and
- ✓ To maintain the confidentiality of specific client information, including bargaining information.

### COMPANY POLICY ON CLIENT-LEVEL SERVICES — WHAT YOU NEED TO KNOW

The real estate brokerage company's policy on client-level services determines which of the three types of agent-client relationships permitted in Maine may be offered to you. The agent-client relationships permitted in Maine are as follows:

- ✓ The company and all of its affiliated licensees represent you as a client (called "**single agency**");
- ✓ The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called "**appointed agency**");
- ✓ The company may offer limited agent level services as a **disclosed dual agent**.

### WHAT IS A DISCLOSED DUAL AGENT?

In certain situations a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called **disclosed dual agency**. *Both the buyer and the seller must consent to this type of representation in writing.*

Working with a dual agent is not the same as having your own exclusive agent as a single or appointed agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party.

### Remember

*Unless you enter into a written agreement for agency representation, you are a customer—not a client.*

### THIS IS NOT A CONTRACT

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding brokerage relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

To Be Completed By Licensee

This form was presented on (date)                     ®

To                     ®  
Name of Buyer(s) or Seller(s)

by                       
Licensee's Name

on behalf of                       
Company/Agency

MREC Form#3 Revised 07/06

To check on the license status of the real estate brokerage company or affiliated licensee go to [www.maineprofessionalreg.org](http://www.maineprofessionalreg.org). Inactive licensees may not practice real estate brokerage.