

REAL ESTATE AGENCY AGREEMENT

This real estate agreement between the parties [Agent.FirstName] [Agent.LastName] (Agent) and [Seller.FirstName] [Seller.LastName] (Seller)

WHEREAS the Seller is the legal owner and has all rights to sell the property located at [Property.Address],

WHEREAS the Agent has experience in marketing, advertising, and selling real estate property and has expressed an interest to provide these services for the Seller,

The Parties have entered into this real estate agency agreement on their own free will and agree to the following:

The Seller hereby grants the Agent exclusive rights to sell the property located at [Property.Address].

The Seller will provide the Agent with all relevant information necessary for the property to be sold.

Services

Any and all offers and negotiations in regards to this property shall be conducted by the Agent.

In the instance the Seller should receive notification or any form of offer he will provide the Agent with them.

The Agent will do everything possible to entertain and vet offers made. It is the Agent's sole purpose to sell this property and as so will be permitted to employ additional Brokers to assist in the selling and advertising process.

Any offers considered valid should be reported to the Seller within 2 days and will be at the Sellers discretion to accept or decline.

The Agent shall remain an independent contractor and as such will be responsible for managing hours worked in order to fulfill the obligations of this real estate agreement.

Payment

The Seller has agreed to pay the Agent a flat commission of [Commission.Percentage] percent of the final sale price.

The Seller is permitted to finalize any current property offers taking place prior to this agreement date.

If the Seller should sell the property as a result of such offers the Agent will not be entitled to a commission payment.

Furthermore, if this real estate agency agreement shall terminate for any reason, any offers agreed on by the Seller as a result of the Agent's services shall result in the Agent being paid said commission percentages.

In the event the Seller should decide not to sell the property prior to this real estate agency agreement's terms ending, and the Seller is offered a Bona fide price from a buyer which they decline, the Agent shall be owed the commission for said sale as though the offer was accepted.

The Agent shall be responsible for all personal and travel expenses incurred during the execution of this real estate agency agreement, including any additional broker fees incurred.

The Agent shall for the term of this real estate agency agreement be considered an independent contractor. This real estate agency agreement does not serve as employment of the Agent by the Seller.

Therefore, the Agent shall be responsible for any federal and local taxes due on any commissions paid from this agreement.

Employees

Any individuals under the Agent's employment involved in the sale of the property shall be bound by the terms and conditions of this real estate agency agreement.

The Agent agrees to hold the Seller harmless of any legal costs or judgments that may incur from the negligence of the Agent or any employees related directly to the Agent.

The Seller agrees that the Agent shall be held harmless of any court or legal proceedings that may incur from their direct negligence.

Assignment

No portions of this agreement may be transferred or otherwise delegated without prior written consent between the Parties.

Confidentiality

The Agent agrees to keep all information deemed confidential and not necessary for the sale of the property private.

Any needed disclosures of confidential information shall be provided to the Seller for approval prior to such disclosures taking place.

Any information disclosed without the above consideration shall serve as a material breach of contract and will result in termination of this real estate agency agreement in its entirety.

Return of Property

Upon the conclusion or termination of this real estate agency agreement, the Agent will return all of the following property as well as any additional property obtained from the Seller for the property.

- Keys
- Signs
- Layouts

- Finance Documents

Notices

Any and all notification in regards to this real estate agency agreement may be delivered in person, by email, or via certified letter to the addresses below.

Seller: [Seller.Address]

Agent: [Agent.Address]

Entire Agreement

This real estate agency agreement along with any attached documents shall constitute the entire agreement between the Parties.

This agreement shall overrule any previous agreements either verbal or written between the parties prior to entering into this Real estate agency agreement.

This real estate agreement may be amended with prior written consent between the Parties.

In the instance of such amendment the amended articles shall not interfere with remaining provisions contained within this agreement.

Severability

In the instance of any provisions of this agreement being found unenforceable or illegal the parties will work together to agree on a similar enforceable term.

If any provisions are involved in the above actions all remaining provisions will remain in full effect and shall not be altered or removed.

The Agent shall during the term of this agreement keep the Seller's best interest at the highest priority.

The Agent shall not partake in any actions for personal gain or that are deemed harmful to the Seller.

Arbitration

The Seller hereby agrees that any dispute with the Agent, with regard to the terms of this agreement or the breach, termination, enforcement, interpretation or validity thereof, including but not limited to commissions and fees owed under the terms of this agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by confidential arbitration in New York City, before the New York State Arbitration Alternative's arbitrator(s) (the "NYSAA"). The arbitration shall be administered by the NYSAA either online or in person pursuant to its NYSAA Commercial Arbitration Rules and Procedures accessible at www.nysaa.nyc. The NYSAA Rules and Code of Ethics are hereby incorporated in this Agreement by reference. Judgment on the Arbitration Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties agree that the arbitrator(s) may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees for the prevailing party.

Applicable Law

This real estate agency agreement shall remain under the jurisdiction of [Seller.State].

Any and all legal proceedings occurring from this real estate agency agreement shall be conducted under the above jurisdiction.

The signatures below serve as acknowledgement and agreement by the corresponding parties.