



North West Realty, LLC

9326 S. M-37, P.O. Box 843
Baldwin, MI 49304
www.cbnwr.com - (231) 745-4646

Seller(s) Last Name _____

Date of Contract _____

Expiration Date _____

EXCLUSIVE RIGHT TO SELL CONTRACT

Seller(s) Name

Seller(s) Address

Phone: () _____

Email: _____

This Listing begins on _____ and ends Midnight on _____. The above named do hereby grant **North West Realty, LLC**, (Broker) the exclusive irrevocable right and privilege to sell the following land and remises located in the Township of: _____, County of: _____, described as; _____

Property Address: _____

The sale price shall be \$ _____ payable on the following terms;

CASH LAND CONTRACT CONVENTIONAL MORTGAGE _____

Or upon any other price, terms or exchange to which seller(s) may hereafter consent to in writing. _____

Property includes all buildings; oil, gas and mineral rights owned by seller; built-in appliances, lighting fixtures, affixed antennas, shades, awnings, blinds, drapery hardware, carpeting and, _____

But does not include _____

Year Built: _____

1. **BROKER COMPENSATION:** If during the term of this listing, Seller(s), North West Realty, LLC, Or anyone else sells or exchanges the property or produces a purchaser ready, willing, and able to purchase the property or make exchange thereof on the terms listed herein or on other terms acceptable to the Seller(s), or if, within _____ months after this listing expires, Seller(s) or anyone else other than another Real Estate Broker sells or exchanges the property to or with anyone with whom or to whom Seller(s), North West Realty, LLC, or anyone else, during the period of this listing, had negotiations, was shown, or had oral or written contact as a prospective purchaser for the property, then the Seller(s) will pay North West Realty, LLC a commission of _____ % of the sale price or a fee of \$ _____ whichever is greater.
2. **TITLE:** Seller(s) represent the title to said property to be a good merchantable title and to furnish the purchaser a title insurance certificate to date. Seller(s) will execute and deliver a warranty deed, land contract, or such other instrument or conveyance as shall be required. Any conveyance shall be free of all encumbrances and liens except as written; _____
3. **COOPERATION:** Seller(s) authorizes Broker to engage in sub-agents in the effort to procure a buyer herein described and to offer/pay a portion of the total commission to other brokers as compensation for producing an acceptable offer while acting as a sub-agent or while acting as a buyer's agent.

4. **LISTING SERVICES:** Seller(s) authorizes Broker to file this listing with any multiple listing service(s) or any other medium selected by Broker and provide any such multiple listing service with a copy of this contract, any changes in this contract and any post-closing information, including the sales price.

() Broker will not file this Listing with a Multiple Listing Service (MLS) or any other listing services.
5. **DEFAULT:** If Seller(s) refuses to complete the sale, then the full commission is due upon refusal. If a buyer refuses to complete the sale and the buyer's earnest money deposit is forfeited, then Broker may apply the deposit to reimburse Broker's expenses in completing Seller's obligations.
6. **PICTURES/SIGNS/SHOWINGS:** Broker may photograph the property and publish pictures, advertise the availability of the property through any other medium, place a "for sale" sign on the property and remove other "for sale" signs, keep a key, install a lockbox and show the property at reasonable hours. Seller(s) acknowledges that the use of certain advertising will result in the contents of the property being made known to third parties and consents to such advertising.
7. **INDEMNIFICATION:** Seller(s) shall indemnify and hold harmless Broker and Broker's agents and cooperating brokers and agents 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 showing of Seller (s) home/property pursuant to this listing.
8. **REFERRALS:** Seller(s) will refer to Broker all inquiries about the property received during the term of this contract.
9. **LAND DIVISION:** If this is an un-platted parcel, the Seller agrees to grant to the buyers the right to make _____ division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. If this is a new parcel Seller represents that this parcel has been approved by the local municipality.
10. **OCCUPANCY:** Seller will give occupancy _____ days after closing, subject to the following terms; _____
11. **CANCELATION:** This contract cannot be cancelled or revoked except by mutual consent in writing. It is agreed that should any dispute arise out of the subject matter of this listing agreement that the Seller(s) agrees and confers jurisdiction over any listing disputes to Lake County, Michigan. Limitation of filing all claims or lawsuits between said parties to be 6 months from the termination of this contract.
12. **DISCRIMINATION:** Because of religion, race, color, national origin, age, sex, disability, familial status or marital status by the broker, salespeople, or the Seller(s) with respect to the sale of the property is prohibited.
13. **OTHER CONDITIONS OR PROVISIONS:** _____

Seller _____ Date _____ Seller _____ Date _____

Seller _____ Date _____ Seller _____ Date _____

Listed by: _____ Date _____

Salesperson for North West Realty, LLC

Printed Salesperson Name

