

## EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This is a legally binding contract, if not fully understood seek competent advice before signing.

This agreement is between Justin Jones as Executor of the Estate of Pamela Phelan Jones herein referred to as Seller and Pamela Pentony, Licensed Real Estate Broker, herein referred to as Principal Broker.

Seller hereby gives to the Principal Broker the sole and exclusive right to sell the property located at 11 Pruyn Place, Catskill, NY 12414. The listing price of subject property shall be \$425,000.00. Seller authorizes Principal Broker to submit listing information and to make an offer of cooperation to any other licensed broker with whom the Principal Broker deems is in the seller's interest.

The listing shall start on \_\_\_\_\_ and end \_\_\_\_\_ at midnight.

Seller agrees to pay to the Principal Broker a brokerage fee of 5% of the selling price when earned and in no event later than the time of closing as herein negotiated if a purchase offer is accepted by the Seller during the above period or extension thereof. Seller and Principal Broker further agree that if subject property is sold, exchanged, conveyed or contracted to be sold, exchanged or conveyed during said term the Principal Broker shall be entitled to the aforementioned brokerage fee. Seller agrees to allow Principal Broker to compensate any brokers who may participate in the sale of subject property. Seller hereby authorizes the Principal

Broker to offer compensation to be a portion of the agreed upon commission or other compensation.

Seller also agrees if a sale of subject property is made within 90 days after the expiration date of this agreement to any purchaser to whom the property was shown by anyone during the term of this agreement the said brokerage fee as indicated above will be paid to the Principal Broker.

Seller understands that if Seller terminates the Principal Broker's authority prior to the expiration of its term, the Principal Broker shall retain its contract rights to a commission and recovery of advertising expenses and any other damages Incurred by reason of Seller's early termination of this agreement.

\_\_\_\_\_  
Principal Broker  
Initial and Date



\_\_\_\_\_  
Seller  
Initial and Date

During the term of this Agreement:

1. Seller hereby authorizes the Principal Broker to make and use photographs and promotional material of the subject property for advertising as the Principal Broker may deem advisable, and these shall be the sole property of the Principal Broker.

2. Seller agrees to refer any and all inquiries concerning the subject property to the Principal Broker.
3. Seller agrees to accept a binder or purchase contract for cash or contingent on the purchaser's ability to obtain conventional financing providing any other contingencies in the binder or purchase agreement are acceptable to Seller.
4. Seller agrees not to rent or lease the subject property during the term of this agreement.

Seller and Principal Broker agree that the subject property is listed in full compliance with local, state and federal Fair Housing Laws including but not limited to non-discrimination based on race, color, religion, sex, disability, familial Status, or national origin, age, marital status, military status, sexual orientation or identity, and agree to abide by said laws.

Seller elects that any offer to purchase the subject property and all negotiations shall be submitted by Principal Broker.

Seller authorizes Principal Broker to disclose the existence of any offer(s) to buyer agents Y Y/N.

Seller understands that any cooperating broker (subagent, buyer agent or broker agent) or their representative has the right to participate in the presentation to the Seller of any offer they secure to purchase. They do not have the right to be present at any discussion or evaluation of that offer by the Seller and the Principal Broker. However, if the seller gives written instructions to the Principal Broker that the cooperating broker not be present when an offer that the cooperating broker has secured is presented, the cooperating broker has the right to a copy of the Seller's written instructions. None of the foregoing diminishes the Principal Broker's right to control

the establishment of appointments for such presentations.  
Seller hereby authorizes the Principal Broker to continue to submit all offer to Seller until: (initial one)

\_\_\_\_\_ 1. Seller has a fully executed formal contract.

 2. Closing on subject property.

Seller hereby authorizes the Principal Broker to obtain a copy of the contract of sale and any revisions from the Seller's attorney.

The undersigned Principal Broker agrees to make diligent efforts to effect a sale of said property.

Seller authorizes the Principal Broker to use her discretion in determining the appropriate marketing approach.

Rule 175.24 of the Rules and Regulations under article 12A of the Real Property Law requires the following explanation.


An "Exclusive Right to Sell" listing means that if you, the owner of the property, find a buyer for your house, or if another

broker finds a buyer, you must pay the agreed commission to the present broker.

This listing shall remain in effect until the property is sold, the listing term expires or upon the written agreement to terminate the listing by both the Seller and the Principal Broker.

I understand the above explanations and all terms of this Agreement.

SELLER



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Date 01/23/2024  
Justin Jones, Executor

Principal Broker

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\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
Pamela Pentony



New York State  
DEPARTMENT OF STATE  
Division of Licensing Services  
P O Box 22001  
Albany, NY 12201-2001

Customer Service (518) 474-4429  
www.dos.state.ny.us

## **New York State Disclosure Form for Buyer and Seller**

### **THIS IS NOT A CONTRACT**

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

### **Disclosure Regarding Real Estate Agency Relationships**

#### **Seller's Agent**

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

#### **Buyer's Agent**

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

#### **Broker's Agents**

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

#### **Dual Agent**

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

### Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

This form was provided to me by \_\_\_\_\_ (print name of licensee) of \_\_\_\_\_ (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the

Seller as a (check relationship below)  Buyer as a (check relationship below)

Seller's agent

Buyer's agent

Broker's agent

Broker's agent

Dual agent

Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below.


Advance informed consent dual agency

Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the buyer; and \_\_\_\_\_ is appointed to represent the seller in this transaction.

(I) (We) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure

form: signature of { } Buyer(s) and/or { x } Seller(s):

x   
Estate Administrator

Date: 01/22/2024

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_