

EXCLUSIVE RIGHT TO SELL LISTING CONTRACT 06/05/18

**THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
SEEK COMPETENT ADVICE BEFORE SIGNING.**

There are two types of exclusive listings defined by the New York State Department of State: "An **'exclusive right'** to sell listing means that if you, the owner of the property, find a buyer for your property, or if another broker finds a buyer you must pay the agreed commission to the present broker. An **'exclusive agency'** listing means that if you, the owner of the property, find a buyer you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker."

JA 6/14/24
Owner's Initials Date

In consideration of Heavens 2 Betsy realty (hereinafter referred to as BROKER), filing the listed property known as Tax ID 109.00-1-10 with the Columbia Greene Northern Dutchess Multiple Listing Service, Inc. (hereinafter referred to as CGND MLS) under the Multiple Listing Rules & Regulations, and in further consideration of said broker and other members of said CGND MLS undertaking to find a purchaser for said property, the undersigned (hereinafter referred to as OWNER) hereby gives to said broker an exclusive right to sell listing to sell said property for \$ 179,000 from 6/13/24 until and including 12/13/24.

To facilitate and expedite the sale of said property, the OWNER hereby: (1) authorizes the BROKER to make and use photographs of said property, (2) grants BROKER exclusive "For Sale" sign privileges, (3) grants BROKER full discretion to determine appropriate marketing approach for the property, (4) consents that said property may be shown at any reasonable hour, (5) agrees to refer any and all inquiries concerning said property to the BROKER and (6) the OWNER understands and agrees that the CGND MLS is not the OWNER'S agent and that none of the terms of this agreement shall make them the OWNER's agent. The OWNER understands that providing the BROKER with a key to the property does not in any way make the BROKER custodian of said property or responsible therefore.

Use of Listing Content: Intellectual Property License

Unless OWNER delivers to BROKER a written certification, in a form acceptable to BROKER, that OWNER does not desire the listing content to be disseminated by a multiple listing service, OWNER acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by OWNER to BROKER or BROKER's agent ("OWNER Listing Content"), or otherwise obtained or produced by BROKER or BROKER's agent in connection with this agreement (the "BROKER Listing Content"), and any other changes to the OWNER Listing Content or the BROKER Listing Content, may be filed with one or more multiple listing services, included in compilation of listings, and otherwise distributed, publicly displayed and reproduced. OWNER hereby grants to BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the OWNER Listing Content, to prepare derivative works of the OWNER Listing Content, and to distribute the OWNER Listing Content or any derivative works thereof. OWNER represents and warrants to BROKER that the OWNER Listing Content, and the license granted to BROKER for the OWNER Listing Content, does not violate or infringe upon the rights, including any copyright rights, of any person or entity. OWNER acknowledges and agrees that as between OWNER and BROKER, all BROKER Listing Content is owned exclusively by BROKER, and OWNER has no right, title or interest in or to any BROKER Listing Content.

Data including photographs and sketches relating to OWNER'S Property may be aggregated with that of other properties listed by participants in multiple listing services, computer online networks and websites and become copyrighted data pursuant to agreements with the BROKER.

OWNER and BROKER hereby () authorize (_____) do not authorize the submission of the listing and photograph(s) onto the Internet when appropriate or available.

RENTAL OF PROPERTY. Should the OWNER desire to rent the property during the period of this agreement, the BROKER is hereby granted the sole and exclusive right to rent the property and is hereby also granted the sole and exclusive "For Rent" sign privilege and the OWNER agrees to pay the BROKER a rental commission of \$ N/A.

SUBSEQUENT OFFERS (Offers Received After a Contract or Purchase Offer Has Been Accepted). Upon the OWNERS acceptance of a Contract or Purchase Offer that does not stipulate the property is to remain on the market: OWNER initials 'A' or 'B' A X The BROKER shall hold any subsequent offers as backups which shall be conveyed to the OWNER only in the event the previously accepted contract is deemed cancelled, null and void. B _____ The BROKER shall convey any subsequent offers to the OWNER with the understanding that the OWNER should consult an attorney regarding any subsequent offers, because a binding Contract or Purchase Offer for the property may already exist and brokerage commission claims may be involved.

The OWNER hereby authorizes that all negotiated offers to purchase the listed property be submitted through the (X) Listing Broker (_____) Selling Broker.

COMMISSION TO BE PAID TO AGENT If during the period of this agreement or any extension thereof, a transfer, sale or exchange of said property is made or effected or agreed upon with anyone whomsoever, the OWNER agrees to pay the BROKER _____% of the sale or exchange price or \$ _____ as commission for services. If there be no sale or exchange price then said commission shall be based on the listing price herein specified.

OWNER authorizes

- (A) BROKER to offer the following compensation to any CGNDMLS participant acting in the capacity of:
- i. Buyer's agent 2.5% % or \$ _____; and/or
 - ii. Sub agent 0 % or \$ _____; and/or
 - iii. Broker's agent 2.5 % or \$ _____.
- (B) BROKER to offer the following compensation to any other cooperating broker authorized under the law to receive a commission acting in the capacity of:
- i. Buyer's agent 2.5 % or \$ _____; and/or
 - ii. Sub agent 0 % or \$ _____; and/or
 - iii. Broker's agent 2.5 % or \$ _____.

Agreed compensation shall be paid if property is sold, conveyed or otherwise transferred within 3 months after the termination of this authority, or any extension thereof, to anyone who was shown or introduced to the property by BROKER, cooperating agent or owner during the period of this agreement or any extension thereof. However, OWNER shall not be obligated to pay such compensation if a valid listing is entered into during the term of said period with another licensed real estate broker and the sale, or exchange of the property is made during the term of the protection period.

OWNER and 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, handicap, familial status, national origin, or age.

Home Equity Theft Prevention Act OWNER represents and warrants to BROKER that: (A) OWNER is not in default of any mortgage affecting the real property by reason of there being payments due and unpaid for two months or more; (B) there are no actions pending against the real property or foreclosure on a mortgage; and (C) the real property is not shown on an active tax lien sale list. Should the above circumstances change after execution of this listing agreement, OWNER hereby covenants and agrees to notify BROKER in writing regarding any of the matters referred to above and to keep BROKER fully apprised of same.

OWNER understands that if OWNER terminates the listing BROKER's authority prior to the expiration of its term, that the listing broker shall retain its contract rights to a commission and recovery of advertising expenses and any other damages incurred by reason of OWNER's early termination of this agreement.

ADDITIONAL CONSIDERATIONS _____

The OWNER has read and understands this agreement and does hereby acknowledge receipt of a duplicate original hereof. This agreement shall be binding upon the parties hereto, their heirs, legal representatives and successors.

BROKER will provide OWNER with a copy of the listing as it appears in the MLS within 72 hours. OWNER agrees to review the listing for accuracy and will advise BROKER of any changes/corrections.

Agreed to and Accepted by:

Betsy Pellitteri

Agent Name

Betsy Pellitteri

Principal Broker/Managing Agent (Print)

Linda Neice

Seller (Print)

13003 Rt. 23A, Lexington, N.Y. 12452

Mailing Address

Seller (Print)

Mailing Address

Betsy Pellitteri 6/14/24
Signature Date

Betsy Pellitteri 6/14/24
Signature Date

Linda Neice 6/14/24 6/14/24
Signature Date

518-299-3412
Telephone Number

Telephone Number

Signature Date

Telephone Number