

# Lucien Perry *Real Estate*

303 5th Ave, Suite 1213, New York, NY 10016 · Phone 212-213-5335 · Fax 718-228-5388 · www.lucienperry.com

## Exclusive Right to Sell Agreement

- 1) **Exclusive Right to Sell.** The undersigned hereby grants Lucien Perry Real Estate (herein after LPRE) the sole and exclusive right to negotiate for and procure the sale, lease, or sublease of \_\_\_\_\_
- 2) This property is a:
  - \_\_\_\_ Cooperative with shares and proprietary lease
  - \_\_\_\_ Condominium
  - \_\_\_\_ House or Building
  - \_\_\_\_ Other, please describe: \_\_\_\_\_
- 3) **Period of Agreement.** This agreement shall be in effect from \_\_\_\_\_ until 12:00 midnight \_\_\_\_\_. This agreement may not be changed, rescinded, or modified except in writing and signed by all parties.
- 4) **Brokerage Fee.** It is further understood that the undersigned will pay LPRE a Commission at the rate of \_\_\_\_ percent (\_\_\_\_%) of the aggregate sales price if, during the term, we, you, or another broker, finder or any other person or party procures a purchaser for the premises, in the event there have been any negotiations during the term of this agreement for the sale. Lease, or sublease of the property to a purchaser, lessee, or sub lessee and such purchaser, lessee or sub lessee buys, lease or subleases the property after expiration or early termination of this agreement the undersigned will pay a full commission to LPRE.
- 5) **Buyers Default.** In the event that any settlement monies are received by the Undersigned sellers, due to any buyers default, the sellers will pay LPRE one half of any monies up to a maximum amount that would be equal to a full commission.
- 6) **Other Brokers.**
  - A) **Lucien Perry Real Estate** may list the property with other brokers with an agreement to split any commissions earned, by separate agreement.
  - B) **Buyer Brokerage.** LPRE is hereby authorized to offer compensation to a Buyer's Agent. Any commissions due to for a sale brought about by a Buyer's Agent shall be paid by LPRE from the commission received by LPRE pursuant to this Agreement. In the event that Owner(s) has authorized LPRE to compensate a Buyer's Agent, Owner understands that such Buyer's Agent is not representing Owner(s) as Subagent and that the Buyer's Agent will be representing only the interest of the prospective purchaser. Compensation to a Buyer's Agent in a transaction shall be \_\_\_\_% of the total commission.

- 6) **Marketing.** LPRE may advertise this listing.
- 7) **Non-Discrimination.** The undersigned understands that this offering will be in full compliance with Local, State, and Federal Fair housing laws.
- 8) **Lead Paint.** The undersigned hereby acknowledge that we have informed you of your obligations under the Lead Paint Disclosure Law (42 U.S.C. 4852 (d)) and that you are aware of your responsibility to ensure compliance therewith.
- 9) **Disputes.** The undersigned agree that any controversy or claim relating to this agreement, either during the term of this agreement or after the termination or expiration of this agreement shall be settled by binding arbitration in accordance with the rules of the Real Estate Board of New York and any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recover reasonable costs and expenses, including attorneys' fees, thereby incurred.

Accepted by:

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Lucien Perry Real Estate

\_\_\_\_\_  
Seller

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

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