



WINZONE REALTY INC. Office Exclusive Listing and Input Form

- Co-op
 Condo
 () Family
 Commercial
 Mix Use
 Business Only
 Business/Property
 Land
 Warehouse
 Other _____

Property Date section (PDS)

Listing No. _____

A: BASIC

1. Address: _____ Apt: _____ Town: _____ State: _____ Zip: _____
2. Owner Name: _____ 3. Owner Phone#: _____
4. Listing Price: \$ _____ 5. Listing Date: ____/____/____ 6. Expire Date: ____/____/____

B: PROPERTY

7. Year Built: _____ 8. Zoning: _____ 9. Block#: _____ Lot#: _____
10. Construction: _____ 11. R.E. Taxes: \$ _____ 12. Detach Attach SD
13. Lot Size: _____ 14. Building Size: _____ 15. Pool: AG IG N
16. Garage: 1 2 _____ 17. DR: Formal LR/DR 18. Basement: Full Part
Type: Detach Attach L Shap N Crawl N Option
19. Driveway: PTY PVY N 20. Fire Place: Y N 21. Eat In Kitchen: Y N
22. Fuel: Gas Oil Electr. 23. Heat: STM HW CAC 24. Porch: Y N

C: CO-OP/CONDO

25. Maint./ Comm: \$ _____/mon. 26. Utility Included: Ele Gas Heat
27. Model/ Name: _____ 28. # Floors In Building _____ 29. Unit on Floor: _____

D: BUSINESS

30. Rent: \$ _____/mon 31. Increase: _____ 32. Lease End Date: _____
34. Fuel: \$ _____/mon 35. Electricity: \$ _____ 36. Maint/Repair: \$ _____
37. Insurance: \$ _____ 38. Employee: _____ 39. Payroll: \$ _____
40. Water: \$ _____ 41. Garbage: \$ _____ 42. Misc: \$ _____ 43. Gross Income: \$ _____
44. Net Income: \$ _____ 45. Inventory: \$ _____ 46. Inventory Included: Y N
47. Business Type: _____

E: RENTAL

48. Also for Rent Y N 49. Rent Price: \$ _____ 50. Rental Commission Paid by _____
51. Occupancy: _____ 52. Rental Included: _____

F: LAYOUT

Basement: _____
1st Floor: _____
2nd Floor: _____
3rd Floor: _____
Other: _____
Remarks: _____

I/We hereby acknowledged receipt of a copy of this contract:

Owner: _____ Address _____

Owner: _____ Address _____

Listing Agent: _____ (Print) _____ (Signature)

LISTING AGREEMENT FOR REAL PROPERTY/ COMMERCIAL/INDUSTRIAL EXCLUSIVE RIGHT TO SELL/RENT

Commission Rates for the Sale, Lease or Management of Property shall be Negotiated between the BROKER and the Owner
EMPLOYMENT

1. The BROKER agrees to act as a special limited agent for the Owner(s) for the sole purpose of finding a Purchaser and/or Tenant to buy and/or rent the property described in the PROPERTY DATA SECTION hereinafter called PDS at the price and conditions set in the PDS. The PDS is incorporated herein by reference.
2. The parties agree that the BROKER represents the owner as seller's agent and shall cooperate with other licensed real estate brokers (Cooperating Broker). The owner acknowledges and authorizes the BROKER to work with seller's agents and/or broker's agents and/or buyer's agents as indicated by the compensation offered in paragraph 6.
3. The Owner(s) authorizes the BROKER to enter the information set forth in the PDS, and any photographs, images, graphics and video recording of the owner's property whether taken by BROKER'S agent, supplied by owner or otherwise (listing content), into a listing content compilation owned by MLS&Broker. The Owner understands and agrees that MLS&Brokers has the right to publish said compilation in any media form it deems appropriate. The owner(s) hereby irrevocably assign and Transfers to BROKER any and all copyright rights and other intellectual property rights in the foregoing.
4. BROKER agrees to use its experience and knowledge to determine the appropriate marketing plan for the property. The Owner(s) grants to the BROKER full discretion to determine an appropriate marketing plan for the property.
5. The Owner shall not offer nor show their property for sale or rent to any prospective buyers or tenants but shall refer all such prospective buyers or tenants to the BROKER, nor shall the owner negotiate the sale or rental of the property with a buyer unless the BROKER participates in such negotiations.

COMPENSATION

6. A. The Owner(s) hereby agrees to pay the BROKER a total commission in the amount of ____% of the selling price Or \$_____ or in the case of a rental by separate agreement. Said commission shall be shared with Cooperating Brokers as follows:
If the Cooperating Broker is a Seller's Agent ____% of the selling price OR \$_____
If the Cooperating Broker is a Broker's Agent ____% of the selling price OR \$_____
If the Cooperating Broker is a Buyer's Agent ____% of the selling price OR \$_____
B. Said total commission shall be earned and payable under any of the following conditions:
(a) If the BROKER or Cooperating Broker produces a buyer ready, willing and able to purchase the property on the terms and conditions set forth in the PDS;
(b) If though the BROKER's or Cooperating Broker's efforts a buyer and the owner(s) reach an agreement upon all the essential terms of a transaction.
(c) If the Property is sold or rented during the term of this Agreement whether or not the sale or rental is a result of the BROKER's efforts and even if the property is sold as a result of the efforts of the Owner(s) or any other broker or agent not acting under this agreement.
(d) If the BROKER or Cooperating Broker is the procuring cause of a transaction.
7. The above compensation shall be paid to the BROKER in the event that the owner enters into a contract of sale to sell the property or actually sells the property within a period of _____ days after the termination of the agreement to any person (buyer) who has been shown the property during the term of this agreement. This paragraph shall not apply if the Owner(s) has in good faith relisted the property with another broker after the expiration of this Agreement and prior to the commencement of negotiations with such buyer.

GOOD FAITH

8. In the event the Owner(s) signs a binder/contract of sale during the term of this employment agreement, the parties agree that the expiration date set forth below shall be extended until the time that said contract of sale is fully performed or until such time as said contract fails to be performed either by its terms or because of the default of one of the parties. Nothing herein contained is intended to reduce the term of this Agreement.
9. The Owner(s) agrees at all times to act in good faith to assist the BROKER in the performance of the BROKER's obligations and to fully cooperate with the BROKER in the BROKER's efforts to find a buyer for the property and complete the transaction contemplated by this agreement.

RENTAL OF THE PROPERTY

10. Should the Owner(s) desire to rent the property or any portion thereof during the term of this agreement, the parties shall modify this agreement so as to specify the amount of the rent desired by the Owner(s); the terms of the rental; the amount of commission to be paid to the BROKER.
11. In the event the tenant purchases the real property described in the PDS during the term of the tenancy or during the occupancy of the tenant where such occupancy exceeds the original term, the Owner(s) agrees to pay the BROKER the total commission set forth in paragraph 6 hereof.

TERM OF AGREEMENT

12. This agreement shall commence on the ____/____/____ and shall terminate at midnight on ____/____/____.

MISCELLANEOUS PROVISIONS

13. Any notices required to be given under this agreement shall be in writing and may be given to the party by hand delivery of such notice, confirmed facsimile or by certified or ordinary mail.
14. ALL ORAL OR PRIOR AGREEMENTS BETWEEN THE PARTIES ARE HEREBY MERGED INTO THIS AGREEMENT AND THE PARTIES AGREE THAT THEIR RELATIONSHIP SHALL BE GOVERNED SOLELY BY THIS AGREEMENT AND NOT BY ANY OTHER PRIOR ORAL OR WRITTEN REPRESENTATIONS OR AGREEMENTS. The parties agree that no change, amendment, modification or termination of this agreement shall be binding on any party unless the same shall be in writing and signed by the parties hereto subsequent to the date of this agreement.

PROPERTY CONDITION DISCLOSURE

15. The seller is required by law to complete and sign a Property Condition Disclosure Statement and cause it, or a copy thereof, to be delivered to a buyer's agent prior to the signing by the buyer of a binding contract of sale.
16. A copy of the Property Condition disclosure Statement containing the signatures of both the buyer and the seller must be attached to the real estate purchase contract.
17. If prior to closing or possession by the buyer the seller acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, the seller must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable.
18. If the seller fails to so deliver a Property Condition Disclosure Statement, the buyer will be entitled to a credit in the amount of \$500 against the purchase price of the property upon the transfer of title.

EXPLANATIONS

19. An "EXCLUSIVE RIGHT TO SELL" listing means that if you, the Owner(s) 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.
20. An "EXCLUSIVE AGENCY" listing means that if you, the Owner(s) 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.

EQUAL OPPORTUNITY IN HOUSING

21. The parties agree that the above listed property is to be marketed in compliance with all Federal, State, Municipal and Local Laws concerning discrimination in housing. Whenever the word broker is capitalized (BROKER) in this agreement, it is intended to describe the real estate broker who is a party and signatory to this agreement and no other broker.

Special instruction for show & offer form seller (If any):

Seller's Signature _____

We hereby acknowledged receipt of a copy of this contract:

Owner: _____ Owner: _____ Listing Agent: _____ Date: ____/____/____