



EXCLUSIVE LISTING CONTRACT



Town of Ledyard, the SELLER(S),
give RE/MAX Realty Group, the BROKER,
located at 1641 Route 12 Gales Ferry CT 06335,
the right to sell the SELLER(S)' real property located at 332 Colonel Ledyard Highway
Ledyard Connecticut, (VOL. 559, PAGE 54) for \$ 255,000.00

CONTRACT: This Contract will be in effect on: X the date it is signed by all parties OR [] and expires at midnight on 12/31/2023.

1. TYPE OF LISTING CONTRACT: (check one)

X Exclusive Right to Sell Listing: Seller is obligated to pay a commission if Broker, Seller or anyone else finds a Buyer ready, willing, and able to Purchase /Exchange/Lease/Option or otherwise transfer the listed property either for the listed price or for any other price accepted by the Seller.

[] Exclusive Agency Listing: Seller retains the right to sell the property themselves without obligation to Broker. Seller is not obligated to pay a commission to Broker unless Broker has been the procuring cause of sale/lease, in which case the provisions of Section 3 of this Contract shall apply.

2. BROKER COMMISSION: During the term of this Contract, whenever a ready, willing and able buyer is procured to Purchase /Exchange/ Lease/Option or otherwise transfer the property for the price as shown in this Contract or for any other price or upon such terms as may be agreed to by Seller, Seller will owe Broker a commission equal to 5 percent of the sale price, of which 2.5 percent shall be paid to buyer broker, if applicable. Payment of the commission is earned by Broker when a buyer has been procured. Payment to Broker shall be made no later than the time of closing. Seller further agrees that Broker shall be entitled to a commission if the property is sold by Broker, Seller, or anyone within 30 days after the expiration of this Contract or any extension hereof, to any person to whom Broker has shown the property. However, in the event that Seller lists said property with another Broker within the days shown above, and if Seller actually pays a commission to such Broker, then Seller shall not be obligated to Broker for any commission. If a sale is not consummated because of Seller's refusal to perform, then the full commission shall be due and payable upon such refusal. Notice: The amount or rate of broker compensation is not fixed by law. It is set by each Broker individually and may be negotiable between you and Broker.

3. SELLER WARRANTIES: (check all that apply)

Seller represents the Property is subject to the following liens: [] First Mortgage [] Home Equity [] Tax Liens [] Other Liens

Seller represents and warrants to Broker that the payoff of all mortgages, liens, commissions, and Seller's other closing expenses do not exceed the listing price or any subsequent changes to the listing price of Seller's property. Further, Seller agrees not to execute a Purchase & Sale Agreement with a price insufficient to provide clear title unless Seller notifies Broker as to the deficiency. In the event Seller is in a deficiency situation, unless the Purchase and Sale Agreement is made subject to a lender short sale, Seller guarantees to pay the amount creating the deficiency out of Seller's other resources at time of closing.

4. MARKETING OF THE PROPERTY: (check all that apply)

a. X ACTIVE Listing: Broker shall use reasonable efforts to market and sell the listed property to the public, including listing in SmartMLS, Inc. Seller is aware and gives consent for SmartMLS, Inc. to transmit listing information for website display to REALTOR.com, a service of the National Association of REALTORS®, and to those members who display SmartMLS, Inc. property information on their individual web sites in accordance with the SmartMLS, Inc. Internet Data Exchange [IDX] policy, EXCEPT: (check as applicable)

X Seller name X Seller address X Seller phone number [] Property Address

[] Exclude Listing from IDX websites (see Data Input form for list)

b. [] DELAYED Listing: The marketing of the Property shall be delayed until [] [Go Active Date], at which time the Listing will be activated in the SmartMLS, Inc. database. Seller expressly waives their right to have offer(s) presented to them by the Broker because the Property is not available for sale prior to the stated Go Active Date. Prior to the Go Active Date, the Broker cannot receive and present any offer(s) to the Seller for purchase of the Property. Seller and Broker agree that the Property cannot be marketed prior to the Go Active Date. Marketing includes but is not limited to: (1) showing of the Property to prospective purchasers; (2) holding a public or broker open house/caravan; (3) displaying the Property on any internet site; (4) sharing the Listing on social media or in any restricted group created on any social media platform; (5) placement of a "For Sale" sign on the Property; and (6) advertising the Property in any written publication.

c. [] COMING SOON Listing: The Smart MLS Coming Soon Listing Addendum is attached to this Agreement. A "Coming Soon" listing will automatically become an "Active" listing in the Smart MLS upon expiration of a pre-active marketing period that may not exceed fourteen (14) days from the listing date. During the pre-active marketing period, the property may be fully marketed as a "Coming Soon" listing, but may neither be shown to prospective buyers nor have offers presented to the Seller. The "Go Active" date cannot be shortened.

d. [] WITHHOLD Listing: The Seller/Lessor Instruction to Withhold Listing From SmartMLS Addendum is attached to this Agreement. Broker will not submit the Property to the MLS. After 30 days, Seller may choose to market the property in SmartMLS, Inc. Seller acknowledges being fully informed by the Broker of the benefits of using SmartMLS, Inc. for the sale of Seller's property.

Seller's Initials [] [] [] []

Authorized Agent's Initials [] [] [] []





5. LISTING CONTENT: Seller 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 Seller to Broker or Broker's agent (the "Seller Listing Content"), or otherwise obtained or produced by Broker or Broker's agent in connection with this Contract (the "Broker Listing Content"), and any changes to the Seller Listing Content or Broker Listing Content, may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof. Seller represents and warrants to Broker that the Seller Listing Content, and the license granted to Broker for the Seller's Listing Content, does not violate or infringe upon the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees that all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title, or interest in or to any Broker Listing Content.

6. DISCLOSURE OF MATERIAL DEFECTS: Seller agrees to furnish Broker with the following disclosure reports and shall inform Broker of all material defects regarding the listed property. Seller agrees to hold Broker harmless in connection with any damages (including court costs and attorney's fees, if applicable), which Broker may suffer due to any information which Seller withheld from Broker or supplied to Broker incorrectly. Seller agrees to furnish Broker with the following disclosure reports: *(Check all that apply)*

- Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards for target housing built before 1978.**
- Connecticut Residential Property Condition Disclosure Report.** Seller acknowledges that if Seller does not furnish Buyer with the Residential Property Condition Disclosure Report when required by C.G.S. § 20-327b prior to the Buyer's execution of a Purchase & Sale Agreement, Seller will be liable for a \$500 credit to Buyer at closing.
- Residential Foundation Condition Report** (applicable ONLY to properties or additions with concrete foundation construction between 1983 - 2015 as required by C.G.S. § 20-327b).
- Other: mold disclosure**

7. PERMITS: Seller acknowledges that: (Check one)

- Seller has no knowledge of any structural modifications or improvements on this property that were performed without obtaining building permits or certificates of occupancy, if applicable.
- Seller is aware of open permits and/or unpermitted improvements and agrees to obtain/close permits and/or certificate of occupancy, if applicable, prior to closing.
- Seller is aware and is not willing to close permits and/or obtain permits or certificate of occupancy, if applicable, prior to sale. Broker has the right to disclose any material facts related to permits.

8. SIGNS (check one): Broker **may** **may not** place marketing sign(s) on the Property during the term of this Exclusive Listing Contract. Broker is not responsible for any damages to sprinkler systems, invisible fences, or any other underground objects if not advised of their location. Special instructions for sign placement _____

9. ENTRY AND CONTROL: Seller and Broker agree that Seller shall at all times have control over the property, its maintenance and preparation for showing to prospective buyers. Other Brokers or their agents may enter the Property at reasonable times for the purpose of showing it to prospective buyers in accordance with any additional showing instructions, as noted below. Seller acknowledges that the Broker has a duty under state regulations and the Code Of Ethics to cooperate with other brokers to show the property.

(Check one) Broker **may or** **may not** install a lockbox on the listed property.

Additional showing instructions: _____

10. AUDIO & VIDEO SURVEILLANCE: Seller acknowledges that the use of audio and video equipment to record or eavesdrop is governed by both Federal and State law (C.G.S. §53a-187, 189a, §52- 570d). These and other laws provide for criminal and civil remedies for violations. Seller further agrees to indemnify and hold Listing Broker, its agent(s), its successors and assigns, harmless from all suits, claims, demands or damages related to or arising from the Seller's use of electronic, mechanical or other device to record audio, video or both at the Property. Seller is advised to consult an attorney prior to the use of any surveillance equipment at the Property.

Surveillance Equipment in use *(Check all that apply)*:

- Audio:** Seller understands that advance consent of the parties who are being audio recorded, video recorded with audio recording, or live streamed with audio is required.
- Video:** Seller agrees to prominently post signage.
- None:** Seller has no surveillance equipment in use.

11. DUAL AGENCY: Seller acknowledges and agrees that Broker may also become a Buyer's agent for the property. In that event, Broker would become a dual agent, representing both Seller and the Buyer. If this situation should arise, Broker will present a dual agency and/or a designated agency consent agreement for the buyer's and Seller' signature at that time.

Seller's Initials [] [] [] []

Authorized Agent's Initials [] [] [] []



- 12. OFFERS: Seller acknowledges that:
a. Until closing, Broker shall present to Seller all offers whether written, verbal, counter, or back-up, unless Seller has waived this requirement in writing.
b. Buyer representatives may participate in the presentation of any offer to the Seller as checked below:
(Seller check one) Broker, if asked, [] shall [X] shall not allow cooperating Broker or their representatives to participate in the presentation of their offer to purchase.
c. In response to inquiries about the existence of other offers from Buyers or Cooperating Brokers:
(Seller check one) Brokers, if asked, [X] shall or [] shall not disclose the existence of other offers.

13. MARKETING AFTER EXECUTION OF PURCHASE AND SALE AGREEMENT: When Seller has signed a Purchase & Sale Agreement on the property, Broker will change the listing status in SmartMLS, Inc. to "Under Contract (UC)" and Broker may cease marketing for back-up offers until closing unless directed otherwise in writing by Seller, in which case the listing status in SmartMLS, Inc. will be changed to "Under Contract Continue to Show (UC-CTS)".

14. PROPERTY INSURANCE: Seller represents to Broker that Seller has hazard/liability insurance on the property that will cover Broker, other REALTORS®, inspectors, appraisers, potential buyers and anyone else requiring access as part of the real estate process, for any injury and/or damages caused while on the property, and Seller hereby indemnifies and holds Broker harmless for any such injury and/or damages and related costs, fees and expenses.

15. LIQUIDATED DAMAGES UPON DEFAULT BY A BUYER: In the event a Buyer defaults on the Buyer's obligations under a purchase and sale agreement and forfeits deposit monies to Seller as liquidated damages, whether by agreement of the Buyer or otherwise, Broker and Seller shall share equally in the liquidated damages for that transaction providing Broker's share may not exceed what the commission obligation would have been had that transaction closed. Broker and Seller agree any such monies received are for liquidated damages and not commission.

16. ADDITIONAL AGREEMENTS: (if applicable): P & S language to include: Sale is strictly "as is", seller will do no repairs
Inspections are for Buyers informational purposes only. Subject to legislative body approval & town meeting (30-45 days)

17. COUNTERPARTS AND ELECTRONIC SIGNATURES: This Contract may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission, including by email, each of which will be deemed an original, but all of which together constitute one and the same instrument. The parties agree that they may use an electronic record, including fax or e-mail, or any technology having digital, magnetic, wireless, optical, electromagnetic or similar capabilities, to make and keep this Contract. Either party has the right to withdraw consent to have a record of this Contract provided or made available to them in electronic form, but that does not permit that party to withdraw consent to the Agreement itself once it has been signed. A party's agreement to use an electronic record applies only to this particular real estate transaction and not to all real estate transactions. Each party will promptly inform the other of any change in writing.

Seller authorized contacts:
[X] E-mail: mayor@ledyardct.org
[] E-mail:
[X] Cell: 860-608-9521
[] Cell:

Broker authorized contacts:
[X] E-mail: clchristiansen@sbcglobal.net
[X] Cell: 860-460-6808
List Agent authorized contacts:
[X] E-mail: clchristiansen@sbcglobal.net
[X] Cell: 860-460-6808

18. CONTRACT ENFORCEMENT AND SURVIVABILITY: Broker may enforce this Contract against Seller, or against Seller's heirs, administrators, executors and assigns. In the event it is necessary for Broker to take legal action against Seller to enforce any part of this Contract and changes and extensions thereto, Seller agrees to pay Broker's reasonable attorney's fees and court costs if Broker prevails, in addition to any other award or negotiated settlement.

19. TERMINATION: If Broker discovers that Seller is unable to perform Seller's duties under this Contract, then Broker has the right to terminate this Contract by providing written notice to Seller.

NOTICE: This contract is subject to the Connecticut General statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. § 46a-814c).

NOTICE: Seller has certain obligations under Title X of the residential lead-based paint hazard reduction act of 1992.

NOTICE: The Real Estate Broker may be entitled to certain lien rights pursuant to C.G.S. § 20-325a.

NOTICE: For the purpose of providing notices under this Agreement, the term Buyer shall mean the Buyer(s), the Buyer's agent, or the Buyer's attorney and the term Seller shall mean the Seller(s), the Seller's agent, or the Seller's attorney.

When signed by all parties this agreement is intended to be legally binding. If not fully understood seek the advice of an attorney prior to signing. When the context requires herein, the masculine shall include the feminine, and the singular shall include the plural. By signing below the parties hereby acknowledge receipt of a copy of this listing Contract.

Seller: Fred B. Allyn III
Date:
Seller Address: 741 Col. Ledyard Hwy Ledyard CT 06339

Seller:
Date:
Seller Address:
Agent for Broker: Carol L Christiansen
Date:
Broker Address: 1641 Route 12 Gales Ferry CT 06335