26-Jun-20

[Seller Name]  
[Seller Address]  
[City, State & Zip]

Re: [Seller Address] (hereinafter the "Property")  
  
  
Dear [Seller Name],

[Brokerage Name] is pleased to enter into a one-time showing agreement (the “Agreement”) for the sale of the above-referenced Property in accordance with the following:

1. You hereby grant [Brokerage Name] the right to show and sell the Property and all related interests in common elements (or in the case of a co-op: the proprietary lease and all shares of stock allocated to and associated with the Property) to any prospective purchaser(s) (“Prospective Purchaser”) whose name(s) are/is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This right shall also expressly include the Prospective Purchaser’s parent, spouse, domestic partner, aunt, uncle, grandfather, grandmother, cousin and, whether of the whole-blood, half-blood or adopted, the brother, sister, child or grandchild (any or all of the foregoing referred to individually and collectively as a “Related Party”, or any entity that the Prospective Purchaser or a Related Party either works with or for or has an interest in.
2. You represent to us that you are the owner(s) of, or authorized legal representative thereof, the Property (or in the case of a co-op: the owner of the proprietary lease and all shares of stock allocated to and associated with the Property) and are fully authorized to sell the Property and enter into this Agreement.
3. This agreement shall be effective as of [Start Date] and continue in full force and effect until [End Date] (hereinafter the “Term”). In the event you sign a contract of sale during the Term of this Agreement sale with a Prospective Purchaser or Related Party, you agree (i) that the expiration date of this Agreement shall be extended until such time as a closing takes place for the Property in accordance with the terms of the contract, or until such time as the sale contemplated in the contract is terminated, for whatever reason, and (ii) to pay to us the full commission set forth herein. Nothing contained herein is intended to reduce the Term of this Agreement.
4. It is understood that this Agreement is only a compensation agreement for selling the Property to an above-named Prospective Purchaser or Related Party and is not a listing agreement.
5. You authorize us to offer the Property for sale at a price set forth below or subsequently authorized by you in writing, and represent that the common changes, percentage of common interest and real estate taxes (or maintenance and number of shares) are as listed below. You also agree that we may rely on any other information you provide to us about the Property.

* Price: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Common Charges or Monthly Maintenance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* % of Common Interest or Number of Shares: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Monthly Real Estate Taxes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. In the event the Property is sold pursuant to this Agreement, you will pay us a commission equal to \_\_\_\_\_\_\_\_\_ percent (X%) of the total sales price for the Property and any garage or parking space, storage space, and/or household furnishings included under the contract of sale.
2. You understand that we will represent the Prospective Purchaser or Related Party in this transaction as a Buyer’s Agent, and acknowledge that you, the Seller, will not be represented by a real estate broker. Should you wish to be represented by a real estate broker you are free to do so, however this shall have no effect on the commission due to [Brokerage Name] as provided for herein. In all instances, [Brokerage Name] treats all parties fairly and honestly. Attached is a description of the different types of agency relationships.
3. Payment of the commission shall be disbursed from the proceeds paid to the owner at the closing and shall be in the form of a certified check or attorney’s check. If a closing of the sale does not occur for any reason whatsoever, except by willful default of the Seller, no commission shall be due. If you willfully default and fail to close on the sale of the Property, after a contract of sale is fully executed, then we shall be entitled to our full commission.
4. During the term of this agreement, you agree to refer to us all inquiries, proposals and offers received by you regarding the Property from any Prospective Purchaser or Related Party named above. You further agree to conduct all negotiations with respect to the sale or other disposition of the Property solely and exclusively through our firm.
5. You understand that if you enter into a listing agreement with another real estate broker during the term of this Agreement and sell the property to any Prospective Purchaser or Related Party, that you may be obligated to pay compensation to both brokerages. Should this arise you agree and acknowledge that: (i) you will immediately notify [Brokerage Name], (ii) [Brokerage Name] will be entitled to a full commission as provided for under Paragraph 6 of this Agreement, and (iii) that [Brokerage Name] will not share this commission with the other broker. Should you enter into a listing agreement with another broker you agree to furnish the list of names for all Prospective Purchaser or Related Parties to the other broker and advise the other broker of your obligations under this Agreement.
6. In the event that a Prospective Purchaser or Related Party defaults and does not close and you receive any funds or retain any deposit as a result of a contract of sale signed by a person introduced during the Term of this agreement, you agree to pay us a commission in accordance with Paragraph 6 of this Agreement on such amounts retained.
7. You will provide to us a copy of the most recent Financial Statement, Amendments, complete Offering Plan, and Purchase Requirements of your Condominium or Cooperative Corporation for our use – we will then copy and return these to you.
8. This Agreement shall be subject to and governed by the laws and jurisdiction of the State of New York, without regard to conflicts of laws provisions.
9. This Agreement represents and embodies the entire agreement between the parties and supersedes any previous oral or written agreements, discussions or understandings. This Agreement shall bind and benefit the personal representatives, successors, and assigns of the parties, and may not be changed, rescinded, or modified, except by a writing signed by both parties. This Agreement shall not be binding upon either party until a counterpart thereof is signed by You and by a corporate officer of [Brokerage Name].
10. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original agreement, but all of which shall constitute but one and the same agreement. Facsimile, scanned and emailed, and digital signatures on this Agreement shall constitute originals signatures of the parties.
11. COMMISSION ESCROW ACT: At the time of closing, you may be required to deposit the broker’s commission with the county clerk in the event that you do not pay the broker his or her commission as set forth herein. Your obligation to deposit the broker’s commission with the county clerk may be waived by the broker.
12. LEAD PAINT DISCLOSURE LAW: If your Property was built prior to 1978, you have an obligation to disclose to the Purchaser and the Purchaser’s agent all information known to you regarding the presence of lead-based paint and lead-based paint hazards within this target housing. All information known to the Seller’s agent regarding the presence of lead-based paint and lead-based paint hazards within this target housing will be disclosed to the Purchaser. Federal Laws require that the Purchaser be given a 10 day period (unless otherwise agreed in writing) to conduct a risk assessment or inspection for the presence of lead-based paint before becoming obligated under the contract of sale to purchase the target housing. In order to comply with federal laws regarding disclosure and information on lead based paint, we are attaching a copy of the publication “Protect Your Family from Lead in Your Home” and the disclosure form which you must fill out and return to us with this Agreement. You 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 as applicable.
13. FAIR HOUSING NOTIFICATION: [Brokerage Name] is committed to, and conducts business in accordance with, all Federal, State and Local fair housing laws. It is our policy to provide housing opportunities to all persons regardless of race, color, religion, national origin, sex, disability, familial status, marital status, sexual orientation, age, military status, partnership status, alienage or citizenship status, lawful source of income, and/or gender identity. It is agreed that this property is listed in full compliance with these laws and our policy. If the foregoing meets with your approval, please sign and return the enclosed copies of this agreement. A countersigned copy will be returned to you either by email, facsimile, mail, or in person.

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| --- | --- |
| Executed by Broker: | Executed by Owner(s): |
|  |  |
| Broker: [Broker Name]  Firm: [Brokerage Name]  Date: | Owner: [Seller Name]  Date: |

Enclosures:   
  
New York State Disclosure Form for Buyer and Seller  
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards  
COVID-19 Limitation of Liability Form







