

Open Listing Agreement

PARTIES AND PROPERTY:

I/We _____, Owner(s), give you, Chris O. Buswell, REALTOR® the right to list for sale my/our real property on a non-exclusive basis at _____, in _____, CT.

SELLING TERMS:

The Listed Price shall be \$_____.

TERM OF THIS LISTING:

This Listing Agreement will take effect on _____, 20____, and will remain in effect through and including _____, 20____, provided however that this Listing Agreement shall terminate sooner if I/We notify you that I/We have entered into an Exclusive Agency or an Exclusive Right to Sell Listing Agreement for the Listed Property. Upon full execution of a Agreement for the sale of the Listed Property, all rights and obligations under this Listing Agreement will automatically extend through the date of the actual closing of the Listed Property and may not be revoked or canceled once you have executed a purchase contract for the sale of the property to a buyer we found.

PAYMENT OF SERVICE OR FEE:

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.

If during the term of this Listing Agreement, you find a buyer ready, willing and able to buy the Listed Property, either on the terms specified in this Listing Agreement or on any other terms acceptable to me/us, I/We will pay you a service fee of: (check one)

- _____% (percent) of the agreed upon sale price.
- a retainer of \$_____.
- a flat fee of \$_____.
- an hourly rate of \$_____ per hour.

OFFERS OF PURCHASE:

You will continue to submit all offers to me/us until (select one):

- a written Agreement has been signed by me/us and a buyer
- a written Agreement has been signed by me/us and a buyer and all contingencies have been met
- title passes

OWNER'S AND REALTOR'S AGREEMENTS:

1. This is NOT an Exclusive Agency or Exclusive Right to Sell Listing Agreement. I/We understand that the Listed Property will not be placed in any multiple listing service. I/We may sell the Listed Property myself/ourselves or through another broker or agent.
2. If this is a 1-4 family residential property, I/We represent that I/We have good title to the Listed Property and that I/We have the right to sell the Listed Property.
3. I/We have received a copy of this Listing Agreement. I/We agree to pay any costs and attorney's fees which you may incur to collect any monies due to you under this Listing Agreement.
4. I/We authorize you, as my/our agent, to disclose any information that I/We provide you concerning the Listed Property. You are not responsible for the accuracy of the information supplied to you by me/us.

5. You are not responsible for the management, maintenance or upkeep of, or for any physical damage to, the Listed Property or its contents.
6. This Listing Agreement is binding upon me/us, or against my/our heirs, administrators, executors, successors and assigns, and your successors and assigns..
7. The real estate broker may be entitled to certain lien rights pursuant to sub-section(d) of Section 20-325a of the Connecticut General Statutes.
8. **Notice to Seller:** Federal law requires the seller of a dwelling which is considered to be target housing (meaning with some exceptions, housing built before 1978) to disclose the presence of lead-based paint and lead-based paint hazards, and to furnish any records or reports concerning lead-based paint or lead-based paint hazards to a buyer. A seller must permit a buyer a 10-day period (unless the parties mutually agree in writing to a different time period) to conduct a risk assessment or inspection of the property for the presence of lead-based paint and lead-based paint hazards before a buyer is obligated to proceed with any Agreement.
9. Other terms:

STATEMENT REQUIRED BY LAW:

THIS AGREEMENT IS SUBJECT TO CHAPTER 814c OF TITLE 64a OF THE GENERAL STATUTES AS AMENDED (HUMAN RIGHTS AND OPPORTUNITIES). IT IS UNLAWFUL UNDER FEDERAL AND STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, FAMILIES WITH CHILDREN AND/OR PHYSICAL HANDICAP IN THE ACQUIRING OR DISPOSITION OF REAL PROPERTY.

Option Realty

REALTOR Firm Name

Owner

Date

Chris O. Buswell

Authorized Representative

Owner

Date

200 Broad Street, Suite 2420

Street

Street

Stamford Connecticut

City State Zip

City State Zip

203-325-1617

Telephone

Telephone

