

OPEN RIGHT TO SELL/LEASE/EXCHANGE AGREEMENT

This Agreement made at _____ Connecticut _____ 20____.
Between _____ hereinafter individually or collectively
called SELLER and (Insert Firm or Broker Name) _____ Option Realty _____ hereinafter
individual or collectively called AGENCY, as follows:

1. SELLER, duly authorized, hereby appoints AGENCY on a non-exclusive basis and grants AGENCY the right to SELL LEASE EXCHANGE the Property (hereinafter called "Property") known as _____, Connecticut.
2. This Agreement shall commence on _____ and shall expire on _____.
3. SELLER agrees to advise said AGENCY if Seller executes an Exclusive: Listing Agreement with any other broker or agent.
4. AGENCY agrees to list the Property, and to actively attempt to sell, or lease the Property, and to promote, solicit through advertising media such as newspapers, signs, and multiple listing services, and otherwise employ its services to bring about a SALE/LEASE/ EXCHANGE (as checked off above) of the Property. SELLER hereby authorizes AGENCY'S placement of appropriate signs (including "For Sale", "Sold", and "For Lease", as applicable) and cooperation with and compensation to other brokers.
5. SELLER authorizes AGENCY to quote a SALE or EXCHANGE price of _____ (LEASE ONLY) - Rent shall be _____.

TENANT Pays: (Indicate those to be paid by Tenant)

Taxes _____
Tax escalation _____
Insurance _____
Insurance escalation _____
Heat _____
Electricity _____

Interior Maintenance _____
Exterior Maintenance _____
Cost of Living Adj. _____
Other _____

"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 THE BROKER"

6. SELLER agrees that whenever during the term of this Agreement (except as set forth in paragraph 6b) the Property shall have been SOLD/LEASED/ EXCHANGED or a customer procured, ready, able and willing to PURCHASE/LEASE/EXCHANGE the Property for the price as shown in No. 5 above or for any other price or upon such terms as may be agreed to by the SELLER as signified by the customer's execution of a written purchase contract or lease, the SELLER will owe the AGENCY a commission, as follows:
(Specify commission arrangement below)

Building ⇒

Land ⇒

Exchange -- Commission paid by each principal. ⇒

Leases: First _____ years ⇒

Next _____ years ⇒

Next _____ years ⇒

6a. All lease commissions are due and payable upon execution of lease. All sale or exchange commissions are due and payable upon transfer of title.

6b. SELLER agrees to pay a commission in the amount of the "Leases" commission noted above on any renewals, enlargements, exercise of lease options, or new leases between SELLER and a tenant procured during the term of this Agreement. Such commission shall be due and payable at the commencement of the new lease, enlargement, renewal, or option term.

6c. SELLER also agrees to pay a service fee of _____ should the Property be sold to a tenant procured under this Agreement during the term of said Tenant's lease for a purchase price of _____ or for any other price or upon such terms as may be agreed to by the SELLER.

7. SELLER shall pay the commission set forth above if SELLER sells/leases/exchanges Property within _____ days of the expiration of this Agreement to anyone AGENCY introduced to the Property during the term of this Agreement. This provision shall be null and void, in the event SELLER executes an Exclusive Listing Agreement with another agent after the expiration of this Agreement.

8. SELLER agrees to pay AGENCY reasonable legal fees if AGENCY must take any action to collect any commission that shall become due and payable under the terms and conditions of this Agreement. SELLER agrees to name AGENCY in all agreements entered into with any Purchaser or Tenant procured in accordance with this Agreement and shall also reference any commissions due or which may become due pursuant to this Agreement.

NOTICE: THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.

9. This Agreement shall be binding upon the parties hereto, their respective heirs, successors, assigns, executors, and administrators. If SELLER is a corporation, partnership or LLC, the person signing below represents that he or she is duly authorized to execute this Agreement and understands that AGENCY relies on this representation.

10. This Agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C. G. S. Title 46a, Chapter 814).

11. SELLER(S) acknowledges receipt of a copy of this Agreement.

Option Realty

Listing AGENCY
Chris O. Buswell

Authorized Agent
200 Broad Street,

Street Address
Stamford, Connecticut 06901

City State Zip

SELLER'S Signature

SELLER'S Street Address

City State

SELLER'S Signature

SELLER'S Street Address (If different than stated above)

City State ZIP

SELLER'S Signature

SELLER'S Street Address

City State ZIP

CORPORATE, PARTNERSHIP OR LLC SELLER-PRINT Name of CORPORATION, PARTNERSHIP OR LLC

Street Address

City State ZIP

By: _____
Signature of authorized officer and title

NOTE: Signatures of each SELLER are required
NOTE: This agreement is for commercial real property.