



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (COMMERCIAL)

In consideration of the covenants herein contained, Sole Property Owner(s) (hereinafter called "OWNER") and Ferrer Commercial Real Estate Adv. LLC, Real Estate Company (hereinafter called "BROKER"), agree as follows:

Broker will serve as a non agency transaction broker or an agency listing broker in the this transaction.

For the period of time beginning on, and ending at midnight on, Owner hereby grants to Broker the sole and exclusive right to sell the real property known as:

Address

Tax Map # City Zip

County of, State of South Carolina.

The real estate described herein includes all improvements, fixtures, appurtenances, and the additional property, if any, described here. All acceptable to owner.

1. CONSENT TO DISCLOSED DUAL AGENCY/DESIGNATED AGENCY: (INITIAL APPLICABLE CHOICES)

Owner acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and a South Carolina Disclosure of Real Estate Brokerage Relationships at the first practical opportunity at which substantive contact occurred between the Broker and Owner.

Owner acknowledges that after entering into this written agency contract, Broker might request a modification in order to act as a dual agent or a designated agent in a specific transaction.

If asked:

- Permission to act as a dual agent will not be considered.
Permission to act as a dual agent may be considered at the time I am provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written Dual Agency Agreement.
Permission to act as a designated agent will not be considered.
Permission to act as a designated agent may be considered at the time I am provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written Designated Agency Agreement.

2. SALE PRICE: Said property is, hereby, listed to sell for the gross sale price of \$ The Owner shall pay from the sale price, the real estate commission, a fee for preparing the deed, and the transfer tax stamps required on the deed.

3. PERSONAL PROPERTY included in this sale, if any, is as follows: All acceptable to owner.

4. DEFECTS: Owner represents that the property is not subject to any defect and does not contain any hazardous or toxic substance to the best of Owner's belief after due inquiry, unless expressly disclosed herein. Owner agrees to disclose to the BROKER any defects (whether latent affects or otherwise) of the herein described property and to hold said BROKER harmless from any liability or damages including without limit attorney's fees arising from any defects. Owner represents, to the best of Owner's information and belief after due inquire: (a) that Owner has not received notice of any claimed environmental hazard or condition in connection with the property; (b) that the property contains no hazardous or toxic wastes, asbestos, or other substance dangerous or harmful to human health or the environment, and has not been used for the manufacture, storage, or transport of any such substance; (c) that no part of the property consists of federal jurisdictional wetlands. Any additional stipulations shall be set forth in writing in this agreement.

5. **COMPENSATION TO OTHER AGENTS:** Broker has advised Owner of Broker's general company policy regarding cooperating with and compensating other agents. Owner authorizes the Broker to cooperate and to compensate the following: (CHECK ALL APPLICABLE CHOICES)  Subagents  Buyer Agents  Dual Agents  Designated Agents  Transaction Brokers  None (If this box is checked, property cannot be placed in the multiple listing service.)

6. **TERMS:**

1. Owner agrees that said BROKER has earned a commission of 6% if a buyer who is ready, willing, and able to buy the herein described property at the the terms aforesaid or at any price and terms acceptable to the Owner. Commission to be paid by Owner as follows: Due at closing. If co-broker is involved, 3% to co-broker, 3% to Ferrer Commercial Real Estate Advisors, LLC due at closing. If no co-broker involved, 4.5% to Ferrer Commercial Real Estate Advisors, LLC due at closing. for the initial term and any renewals, extensions or modifications of this lease and for any expansions of, or additions to, the space covered by any lease entered into pursuant to this listing agreement.
2. Owner understands that Broker shall pay cooperating agents a fee of \$ \_\_\_\_\_ or a commission of 3.000 % of gross purchase price, which shall be paid by Owner to such cooperating agent at closing. Owner and Broker agree that there shall be no variation or exception in the amount of the fee or commission to be paid, unless otherwise specified in this agreement.
3. Said commission to be paid to BROKER whether said Buyer is found by BROKER, by another Broker, by the undersigned Owner or by any other person.
4. If within 180 consecutive days after the termination of this agreement, a sale of the herein described property is made or effected by the undersigned Owner, directly or through any other person to a prospective buyer to whom any agent of the Listing BROKER, any Cooperating Broker, or the Owner has shown or offered said property during this exclusive listing period, the Owner shall pay the aforementioned commission to the Listing BROKER, provided that the names of the prospective buyers to whom the property was shown by the listing BROKER or any Cooperating Broker are furnished to the Owner by the Listing BROKER in writing within ten (10) days after termination of this exclusive listing period.  
This protection period shall end at 11:59 p.m. on \_\_\_\_\_, \_\_\_\_\_.
5. In the event that property is sold during the term of this agreement, owner agrees that any outstanding commissions owed to listing BROKER will be payable at closing.

7. **EARNEST MONEY:** Owner authorizes and designates Escrow Agent, as designated by the sales agreement, to accept and hold on behalf of Owner any earnest money or escrow deposit made in accordance with the terms of any agreement to buy and sell real estate for the property. In the event of default or forfeiture by a prospective buyer, Owner will reimburse Escrow Agent any costs incurred by Escrow Agent including attorney's fees as a result of the release of payment to Owner of any of the earnest money deposited, and such reimbursement may be made by Broker from the earnest money deposit. All earnest money will be deposited in Escrow Agent's escrow account.

**OWNER UNDERSTANDS THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, ESCROW AGENT WILL NOT DISBURSE EARNEST MONEY TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.**

8. **MULTIPLE LISTING SERVICE:** The property  shall be  shall not be entered into the Multiple Listing Services of which Broker is a member, which shall constitute an offer of cooperating brokerage to all members of the listing service. Owner agrees that Broker may compensate an agent representing the buyer from the fee described above.

9. **LEAD-BASED PAINT:** For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure" must be signed by Owner and attached to this agreement). Owner represents that either (1) the improvements on the property were all constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a buyer of the property with the pamphlet "Protect Your Family from Lead in Your Home," to provide information to a buyer of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582(d), as amended.

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Form 225

Page 2 of 5

**10. ADDITIONAL TERMS AND CONDITIONS.** The following terms and conditions are a part of this Listing Agreement of which other terms and conditions are set forth on the front side hereof. The Owner and BROKER do further agree:

- a. Said property to be sold subject to zoning ordinances, restrictions, easements and conditions of public record, with taxes and rents to be prorated as of the date of closing. Proration of taxes to be made with best information available at closing; and
- b. The term "sale" shall include any exchange, swap or trade of properties to which the owner consents, in which case, the listing BROKER would receive a sale commission as set forth in this agreement; and
- c. Owner shall refer to BROKER any inquiries received by the owner and shall not deal directly with prospective buyers of this property during the continuance of this agency; allow the BROKER or any participating Broker to show said property at reasonable times upon reasonable notice and shall commit no act which might tend to obstruct the BROKER's performance hereunder; and
- d. Owner shall cooperate with BROKER to ascertain all pertinent data concerning subject property so as to avoid error, exaggeration, misrepresentation or concealment of pertinent facts. Owner warrants the accuracy of the information furnished herein and agrees to hold the BROKER harmless from any liabilities or damages arising out of incorrect or undisclosed information. Owner agrees to notify the listing BROKER promptly of any material changes in said information; and
- e. The listing BROKER is not responsible for vandalism, theft, damage or maintenance of herein described property; and
- f. The Owner agrees to enter into a contract of sale and to sell said Property to any such ready, willing and able Buyer for the sale or upon such other terms and conditions as Owner may hereafter approve. Said approval to specifically include Owner's review and acceptance of the credit worthiness of any such Buyer; and
- g. Owner shall execute and deliver to said Buyer a deed conveying said property and a bill of sale for the personal property to be sold which will place in said Buyer a good and marketable and/or insurable title to said property; and
- h. Owner grants to Broker the exclusive right to display "For Sale," "Under Contract," "Sale Pending," (or other similar) signs on the property and to remove other such signs; and
- i. Commission is to be deemed earned and payable to BROKER when a Buyer is found even if title is not found to be good, marketable or insurable, or if the undersigned owner refuses to sell for any reason; and
- j. If during the term of this Exclusive Right to Sell Listing Agreement the above property or any portion is condemned under eminent domain, the commission based on such condemnation proceeds is to be deemed earned by and payable to said BROKER; and
- k. Broker is granted the authority and approval to list and publish all sales data pertaining to the sale and closing of the hereinabove described property. Owner understands and acknowledges that sales data are published for the use and information of the members of all the Boards/Associations of REALTORS® and the Multiple Listing Services (MLS) of which Broker is a member; for their use of same in marketing and selling of all properties listed in said publication; and
- l. Owner shall carry at own expense public liability insurance in an amount of at least \$ 1,000,000.00 to protect the interest of the parties to this Agreement; and
- m. To authorize the Broker, in response to inquiries from buyers or cooperating brokers, to divulge the existence of offers on the property; and
- n. Owner hereby indemnifies Agent against and agrees to hold and save Agent, its directors, officers, partners, members, employees and agents, harmless from and against any loss, damage, or expense (including courts costs and reasonable attorneys' fees) resulting from any breach of Client's duties and obligations under this Agreement or the negligence, gross negligence, willful misconduct or fraud of Client or its employees, agents and contractors. Agent hereby indemnifies Owner against and agrees to hold and save Owner, its directors, officers, partners, members, employees and agents, harmless from and against any loss, damage, or expense (including courts costs and reasonable attorneys' fees) resulting from any breach of Agent's duties and obligations under this Agreement or the negligence, gross negligence, willful misconduct or fraud of Agent or its employees, agents and contractors.

**11. RESPONSIBILITIES OF AGENCY LISTING BROKER.** In consideration of granting broker this Exclusive Right to Sell Listing, the undersigned broker agrees:

1. To direct concentrated efforts in bringing about a sale.
2. To advertise said property as BROKER deems advisable.
3. To encourage cooperating brokers in sale of said property by furnishing information and assistance.
4. To keep the Owner/s informed as to the progress made toward finding a purchaser for said property.
5. To make an earnest and continued effort to sell the property.

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Form 225

Page 3 of 5

**12. RESPONSIBILITIES OF NON-AGENCY TRANSACTION BROKER.**

Buyers and sellers who do not establish an agency relationship with a Broker and use the services of the Broker are customers. Owner and Broker agree that Broker shall provide the following customer services to Owner. The Broker shall:

1. Use skill, care, and diligence to facilitate the transaction;
2. Be honest, fair and provide accurate information;
3. Account in a timely manner for all funds received by the Broker on behalf of a party to a real estate transaction;
4. Disclose material adverse facts actually known by the Broker that affect the transaction, or the value or condition of the real property and that are not readily ascertainable;
5. Promptly present all written offers and counteroffers involving the sale, lease or exchange of property even when the property is subject to a contract of sale;
6. Keep information confidential as requested in writing by the Owner.

**13. BROKER LIABILITY LIMITATION:** *In Agents performance of the duties herein to secure contract(s) of sale for the Property, Owner agrees Broker provided Owner with benefits, services, assistance, and value in bringing about said contract(s). In consideration and recognition of the risks, rewards, compensation and benefits arising from said contract(s) to Broker, Owner agrees that he shall pay Broker's attorney fees and that Broker, shall not be liable to Owner, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omission, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of Broker shall not exceed the amount set forth herein. Owner will indemnify and hold harmless and pay attorneys fees for Broker from breach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Broker. Owner agrees that there is valid and sufficient consideration for this limitation of liability and that Broker is the intended third-party beneficiary of this provision.*

**14. FAIR HOUSING:** Owner and Broker agree that this property is offered without regard to race, color, religion, sex, handicap, familial status, or national origin and is listed in full compliance with local, state, and federal fair housing laws.

**15. MEDIATION CLAUSE:** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS®. Disputes shall include representations made by Owner or Broker in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.

**16. NOTICES:** All notices provided for this Listing Agreement shall be in writing and shall be deemed to be given when sent by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If to Agent: Ferrer Commercial Real Estate Advisors,  
LLC c/o Mike Ferrer, CCIM, MCR, BIC  
530 Johnnie Dodds Blvd  
Mt Pleasant, SC 29464

**17. FACSIMILE:** The parties agree that this Agreement may be communicated by use of a fax, or other secure electronic means, including but not limited to the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

**18. SPECIAL STIPULATIONS:** The following stipulations shall, if conflicting with printed matter, control (use addendum if necessary): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**19. CONFIDENTIALITY:** All financial data and other proprietary information with regard to the Property shall be treated as confidential by Agent and shall be disseminated to third parties on a "need to know" basis only. Upon the termination or completion of this agreement, Broker shall keep confidential all information received during the course of this agreement which was made confidential by written request or instructions from the client, except as provided for under South Carolina law.

**20. ENFORCEMENT:** The parties agree that Broker may take action to enforce this Agreement or collect any associated costs, fees, and damages. Owner agrees to reimburse or indemnify or pay all Broker costs in enforcing this Agreement or collecting costs, fees, and damages including any incidental expenses or attorneys fees.

**21. NO CONTROL OF COMMISSION RATES OR FEES:** The Broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the Broker and the Owner and is not fixed, controlled, suggested, recommended, or maintained by the board/association, the MLS, or by any persons not a party to the listing agreement. Any compensation paid by the Listing Broker to a Cooperating Broker or Buyer's Broker in respect to any listing is established by the Listing Broker in Broker's offer of subagency, and is not fixed, controlled, suggested, recommended or maintained by the board/association, the MLS or by any persons other than the Listing Broker.

**22. OTHER TERMS AND CONDITIONS:** This is an offer to share commissions. No subagency.  
Agreement begins once form is completely executed by all parties.

**23. Owner acknowledges that are they are to receive  customer service  client service under this agreement. THE UNDERSIGNED HEREBY WARRANT THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. OWNER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.**

IN WITNESS WHEREOF, this agreement has been duly executed by the parties.

Owner: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Witness: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Owner: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Witness: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_

Real Estate Firm: Ferrer Commercial Real Estate Adv. LLC Phone: \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Mike Ferrer, CCIM, MCR, BIC

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OWNER,  OWNER, AND  BROKER HAVE READ THIS PAGE.

Form 225 Page 5 of 5