



Exclusive Right To Sell Contract

JCS Realty, LLC
1520 Ruffner Avenue
Birmingham, MI. 48009
(248) 496-0075

Seller's Name _____
Seller's Home Address _____

Seller's Phone _____

1. Consideration and Terms of Contract: This agreement entered into this _____ day of _____ by and between the above mentioned JCS Realty, LLC and the above mentioned Seller(s) ("the Seller") in consideration of the agreement of JCS Realty, LLC to market the property hereinafter described and to use the best efforts to find a buyer, the Seller grants to JCS Realty, LLC the exclusive right to sell the property from _____ to 11:59 P.M. on _____.

2. Property Description: This residential property is located in the city of _____ County of _____, Michigan, commonly known as (street address) _____ (zip code) _____. Legal Description _____ (the property) This property is being sold together with all improvements, appurtenances, if any, now in or on the premises including all buildings, fixtures, built in appliances, all window treatments including hardware, attached floor coverings, attached fireplace doors, screens, gas logs, garage door opener and controls, screens, storm windows and doors, landscaping, fences and mailboxes, all ceiling fans, alarm system, radio and television antennas, rotors and controls, water softener (unless rented), water pumps, pressure tanks, fuel in tank, incinerator, if any, gas, oil, and mineral rights owned by the Seller, and _____.

Seller excludes the following items _____

3. Price and Terms: Seller agrees to sell the property for the sum of \$ _____ to be paid upon terms as specified in this contract or upon such terms and conditions as the Seller may accept.

4. Services: Throughout the term of this listing agreement, JCS Realty, LLC agrees to advertise the subject property by multi-listing it in Realcomp 11 Ltd. Board & MiRealSource Board/Association of Realtors and/or their Multiple Listing Service and on Realtor.com's enhanced listing showcase along with posting up to 9 pictures on each. JCS Realty, LLC shall also supply a yard sign, yard brochure box and brochures, directional signs, lock box, CMA, sellers net sheet, contracts and disclosures, submit listing on real estate web sites, advertise in the newspapers, magazines, do a virtual tour, and send out direct mailers to Realtors and neighbors. JCS Realty, LLC shall also schedule appointments, hold open houses, helps the Seller negotiate the sale, review all contracts with the Seller, coordinate the title work, and set up the closing.

5. Commission: Seller agrees to pay JCS Realty for its services in marketing and selling the property, a commission of 1.5% of the sales price due upon the consummation of the sale of the subject property. An additional commission of 3% of the sales price will be due and payable upon the consummation of the sale if a

buyer is obtained for the property by anyone, including the Seller, during the term of this contract at the price and terms set forth herein, or upon any other price and terms agreed upon by the Seller.

Further said commission will be paid if:

The Seller refuses to sell when a ready, willing and able buyer is produced at price and terms.

The Seller, or anyone, sells(or enters a contract to sell or receives a deposit) within 90 days from the termination or expiration of this contract to anyone to whom the property has been shown or who has learned of the Property because of JCS Realty, LLC's efforts, during the term of this contract provided, however, the Seller will not be obligated to pay such a commission if the property is sold through another licensed real estate broker who is paid a commission fee during this protection period.

6. Multi-List/Cooperation: The Seller acknowledges that the services of the Multiple Listing Service(s), and the offering of cooperation and compensation to other Participants has been fully explained and JCS Realty, LLC is authorized to multiple list the Property in Realcomp 11 Ltd. Board & MiRealSource Board/Association of Realtors and/or their Multiple Listing Service, and on any internet service in which the MLS participates.

The Seller and JCS Realty, LLC releases the Multiple Listing Services(s) for any liability for errors and omissions in the listing information disseminated. The Seller authorizes JCS Realty LLC to offer cooperation as provided by the Multiple Listing Service(s) or otherwise and to offer such compensation of 3% of the sale price to the cooperating Broker as established by JCS Realty, LLC. The compensation to be paid to a cooperating Broker is completely within the discretion of JCS Realty, LLC and it is understood that compensation paid to a cooperation Broker will be paid from the commission due to JCS Realty hereunder unless otherwise agreed upon in writing.

7. Cancellation: This contract can be cancelled or revoked only by mutual consent of both JCS Realty, LLC and Seller in writing.

8. Title: Seller represents the title to the property to be good and marketable title and Seller will execute and deliver a warranty deed, land contract, or other instruments of assignment or conveyance as shall be required by agreement on a subsequent purchase agreement, Seller will furnish an owner's title policy with standard exceptions or an abstract extended and certified to date of closing with tax schedules, whichever is agreed to on a purchase agreement. Any deed required shall have covenants of warranty and conveyance thereunder and shall be free of all encumbrances and liens except restrictions, easements, reservations and covenants of record.

9. Showings/Signs: JCS Realty, LLC is hereby further able to photograph the property and publish such photographs, retain a key, and cause a sign to be erected on the property and to remove all other "for sale" signs. JCS Realty, LLC shall have access to the buildings on the property for the purpose of showing the same at reasonable hours.

10. Lock Box: JCS Realty, LLC is authorized to attach a lock box to be used for the purposes of storing key(s) that provide access to the property by authorized persons.

11. Market: Upon Seller's written acceptance of the terms of any offer to purchase, purchase agreement, contract of sale, or equivalent, JCS Realty, LLC shall not continue to market the property nor present any other offers received after the time of acceptance except if Seller accepts a contingency offer.

12. Referral: Seller agrees to refer to JCS Realty, LLC all inquiries concerning the property during the period of this contract.

13. Agency: JCS Realty, LLC and Seller hereby designates _____ as the Seller's designated agent(s) and Joel Stempien as supervisory broker.

14. Heirs: The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties.

15. Non-discrimination: It is agreed by JCS Realty, LLC and the Seller, parties to this agreement, that as required by law, discrimination because of race, religion, color, national origin, sex, martial status, age, height, weight, or physical / mental handicap, or family status, by said parties in respect to the sale of the subject property is prohibited.

16. Information: Seller agrees to provide JCS Realty, LLC or buyer with all information required by any law. The Seller also agrees that the designated agent can share confidential information if that information is deemed necessary to further the Seller's best interest.

17. Marketable Title: The Seller(s) represent and warrant that they are the exclusive holders of the interest to be conveyed hereunder, or that they are the duly authorized agents of the holders of said interest and are specifically empowered to enter this contract and to convey the interest set forth.

18. Binding Contract: This contract shall be binding upon execution by seller(s) or seller(s); salespeople and JCS Realty, LLC and its authorized salespeople.

19. Acknowledgement: The seller has read, acknowledges, and accepts the terms of this contract and has received a completed copy of this contract.

Date

Seller Date

Print Name

Seller

Print Name