



REAL ESTATE LISTING/COMMISSION AGREEMENT
GSMLS, LLC

1. THE FOLLOWING TERMS ARE DEFINED IN THE BOX BELOW AND WHEN MENTIONED IN THIS AGREEMENT SHALL MEAN:

INFORMATION BOX:
"Owner(s)" or ("You")
Owner's Address
Owner's Tele #
Fax #
"Listing Broker"
Broker's Add.
ZIP
"Service" or "GSMLS" Garden State Multiple Listing Service, LLC
"Listing Price" SALE \$
RENTAL \$

TERM OF AGREEMENT:
From "Commencement Date"
To "Expiration Date"

DISCLOSURE OF BUSINESS RELATIONSHIP BOX:
OFFER OF COOPERATION / COMPENSATION BOX:
I, (Name of Licensee) as an authorized representative of (Name of Listing Broker) Intend as of this time, to work with you as a: (Check only one line)
Seller's / Landlord's Agent only
Seller's / Landlord's Agent and Disclosed Dual Agent if the opportunity arises.
Transaction Broker
TO: SUBAGENTS YES: @ NO:
TO: BUYER BROKERS YES: @ NO:
TO: TRANSACTION BROKERS YES: @ NO:
TABLE FOR COMPUTER
Seller Agent = "SA"
Disclosed Dual Agent= "DD"
Transaction Broker = "TB"

The Owner does does not authorize the Listing Broker to place a GSMLS Lockbox on the Property to aid in the showing of the Property.

2. GRANT OF EXCLUSIVE RIGHT TO SELL, LEASE, EXCHANGE OR OTHERWISE TRANSFER AND TO MULTIPLE LIST PROPERTY.

In consideration of the Listing Broker listing and endeavoring to find Buyers/Tenants for the Property at the Listing Price, the OWNER, (or their legally authorized representative) grants the Listing Broker the exclusive right to sell, lease, exchange or otherwise transfer the Property, at the Listing Price and on the terms as stated in this Agreement, or upon such other Price and/or terms as may be acceptable to the Owner. The Listing Broker is directed by the Owner to list the Property with the SERVICE and to distribute this listing to Service participants.

3. COMMISSION OR FEE DISCLOSURE.

"AS SELLER, YOU HAVE THE RIGHT TO INDIVIDUALLY REACH AN AGREEMENT ON ANY FEE, COMMISSION, OR OTHER VALUABLE CONSIDERATION WITH ANY BROKER, NO FEE, COMMISSION OR OTHER CONSIDERATION HAS BEEN FIXED BY ANY GOVERNMENTAL AUTHORITY OR BY ANY TRADE ASSOCIATION OR MULTIPLE LISTING SERVICE." Nothing herein is intended to prohibit an individual Broker from independently establishing a policy regarding the amount of fee, commission or other valuable consideration to be charged in transactions by the Broker.

4. COMMISSION SPLITS.

LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT".

SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO.

THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS.

ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT OF MINUS TO POTENTIAL COOPERATING BROKERS. IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER.

BY SIGNING THIS LISTING AGREEMENT THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.

5. PAYMENT OF COMMISSION FOR SALE/LEASE, AGENCY ARRANGEMENTS.

The Owner agrees to pay the Listing Broker (or as the Listing Broker may direct) a commission if the Property is sold, leased, exchanged or otherwise transferred by/through the Listing Broker, or through any other source (including the direct sale/lease by the Owner) before the Expiration Date. The Commission shall be as follows:

The "Sale Commission:" The "Rental Commission:"

The Commission shall be earned when a ready, willing and able Buyer/Tenant is produced and shall be paid at the time of the transfer of the Property or signing of the lease. By signing this Agreement the Owner instructs the title agent/attorney to pay the commission at such time. In the event the Property is sold to the Tenant during the term of its Tenancy, the Sale Commission shall be paid by the Owner to the Listing Broker if sold to the Tenant by. The Listing Broker agrees that the Commission may be shared with any Broker who assists Listing Broker in causing a sale, lease, exchange or transfer of the Property as indicated in the offer of Cooperation/Compensation Box. In the event the Commission due the Listing Broker from the Owner is not paid per the terms of this Agreement, the Owner agrees to pay all expenses, including reasonable attorney's fees incurred by the Listing Broker, relating to the collection of the Commission.

6. BROKER PROTECTION

Owner agrees to pay the Listing Broker the Commission if the Owner, acting on the Owner's own behalf, within 90 days after the Expiration Date conveys or agrees to convey the Property to any Buyer shown the Property by the Listing Broker or any person during the term of this Listing Agreement. This clause shall not apply if the property has been listed by the Owner with another broker by written agreement.

(ADDITIONAL CONTRACTUAL PROVISIONS ARE ON THE REVERSE SIDE OF THIS PAGE, PLEASE REVIEW)

Listing Agent (L.S.) Owner (L.S.) Date

LA ID # (Print Name) Owner (L.S.) Date

Accepted By: Authorized Representative (L.S.) Owner (L.S.) Date

Broker ID # Owner (L.S.) Date