



EXCLUSIVE SALES LISTING AGREEMENT

1. Broker: COMMERCIAL-INDUSTRIAL REALTY COMPANY (CIR) BROKER'S DESIGNATED AGENT: \_\_\_\_\_  
2. The undersigned, hereinafter collectively called Owner, hereby grants COMMERCIAL-INDUSTRIAL REALTY COMPANY (CIR), hereinafter called Broker, the exclusive right to sell or exchange the Property as Owner's agent. Broker will act as Owner's agent (Seller's agent as defined in the Consumer Notice) and engage its efforts to find a buyer for the Property. Owner will refer all inquiries and offers to Broker.  
3. 1. PROPERTY Address \_\_\_\_\_ in the municipality of \_\_\_\_\_  
4. \_\_\_\_\_ County of \_\_\_\_\_, Pennsylvania., consisting of (approximate size of land) \_\_\_\_\_, together with the following improvements \_\_\_\_\_  
5. \_\_\_\_\_  
6. \_\_\_\_\_  
7. \_\_\_\_\_  
8. \_\_\_\_\_  
9. Optional identifiers: Tax Parcel # \_\_\_\_\_, Deed Book \_\_\_\_\_ Page \_\_\_\_\_, Other \_\_\_\_\_  
10. 2. LIST PRICE: \$ \_\_\_\_\_ Owner agrees to terms of payment of List Price as follows: \_\_\_\_\_  
11. 3. PERSONAL PROPERTY The following items of personal property are included with the Property \_\_\_\_\_  
12. \_\_\_\_\_  
13. 4. SERVICES/TAXES: Availability (as applicable): (1) sewage \_\_\_\_\_ (2) water \_\_\_\_\_  
14. (3) other: \_\_\_\_\_ (4) taxes \_\_\_\_\_  
15. 5. POSSESSION: Owner will give possession of Property to buyer on date of settlement on \_\_\_\_\_.  
16. 6. ZONING: The Owner warrants that Property is zoned: \_\_\_\_\_. Owner warrants that: the present use IS IS NOT  
17. in compliance with the zoning classification; the Property IS IS NOT within a General Flood Plain District; the Property IS IS NOT within a Historic  
18. District; the information set forth on Exhibit A is true and accurate; and that there are no notices of any uncorrected violations of housing, building, plumbing, electrical safety or fire ordinances and regulations, except as provided hereinafter: \_\_\_\_\_  
19. \_\_\_\_\_  
20. \_\_\_\_\_  
21. Owner will obtain for Settlement any and all certifications of such conditions required by the laws of this Commonwealth or any municipal subdivision.  
22. 7. OWNER'S WARRANTY OF TITLE: The Owner warrants that Owner has good and marketable fee simple title to the Property and has all necessary power and authority to enter into and to perform the terms of this Agreement; Owner agrees to furnish and execute a deed of general warranty, conveying good and marketable title to the Property, free and clear of all liens and encumbrances, except the following conditions, easements and restrictions known to Owner: \_\_\_\_\_  
23. \_\_\_\_\_  
24. \_\_\_\_\_  
25. \_\_\_\_\_  
26. 8. BROKER'S FEE: In exchange for Broker's services, Owner agrees to pay to Broker a commission of ten percent (10%) of the purchase price, or \$2,000, whichever is greater. Broker's Fee is earned if the Property, or any interest in it, is sold, conveyed, or exchanged during the term of this Agreement by Broker, Broker's affiliated licensees, any other broker/salesperson, or person, including Owner.  
27. Lease: Broker may lease the Property only with the consent of Owner. If the Property is leased during the term of this Agreement, the Owner agrees to pay Broker's Fee of eight (8%) percent of the total aggregate rental, which Fee shall be due and payable at the commencement of the lease, and a like commission upon any renewal or holding over by the tenant or expansion of the premises resulting in increased rents.  
28. Sale/Lease After Term: Owner will pay Broker's Fee if the sale, transfer of title, exchange, or lease occurs after the expiration of the Term and:  
29. a. the terms of sale, lease, transfer of title, or exchange was agreed to during the Term; or  
30. b. negotiations for the sale, lease, transfer of title, or exchange were pending at the expiration of the Term; or  
31. c. sale, lease, transfer of title, or exchange occurs within 180 days following the expiration of the Term, and the buyer/lessee/transferee was shown or negotiated to acquire/lease the Property, or an interest in it, during the Term of this Agreement.  
32. Sale/Lease Does Not Occur: Owner will pay Broker's Fee if Broker, Broker's affiliated licensees, any other broker/salesperson, or person, including Owner procures a ready, willing, and able buyer for the Property. A willing buyer is one who will pay the List Price or more, or one who has submitted an offer at any price that has been accepted by Owner.  
33. Broker's Fee in the event of buyer default is 50% of/from buyer's deposit monies and such other sums as are due Owner as a liquidated damage by buyer.  
34. The Fees set forth above have been determined as a result of negotiations between Broker and Owner.  
35. 9. LISTING PERIOD: The duration of this Agreement shall be twelve (12) months from the date signed by Owner. This Agreement may be extended in writing by the parties hereto. After the termination of this Agreement and any extensions, the Broker's authority shall continue as to negotiations pending at time of termination.  
36. The Listing Period and any extensions are collectively referred to as the Term in this Agreement. The Listing Period set forth above has been determined as a result of negotiations between Broker and Owner.  
37. 10. ATTORNEY'S FEES: If Broker institutes suit to collect any compensation due hereunder which results in any award or judgement or if Broker successfully defends any action brought against Broker by the Owner arising out of execution of this Agreement or any contract or other transfer relating to the Property, or if Broker elects to pay any disputed deposits or other funds being held by Broker into court, then Owner agrees to pay all costs incurred by Broker in connection with any such action, including Broker's reasonable attorney's fees.  
38. 11. INFORMATION; SUBDIVISION: Owner agrees to make available to Broker all data, records and documents pertaining to the Property, to allow Broker to show the Property at reasonable times and upon reasonable notice, to execute and deliver any documents reasonably required by Broker to enable Broker to effectuate the terms of this Agreement, and to commit no acts nor to permit any inaction which would prevent or impair the Broker's performance hereunder. Owner shall, additionally, be responsible for, diligently pursue and pay the expense of satisfying any subdivision ordinance and approval requirements necessary to convey, lawfully, the Property, or any portion thereof.  
39. 12. SIGNS/COOPERATION: Broker is hereby authorized to place "For Sale" and "Sold" signs on the Property, to remove all other signs therefrom, and in Broker's sole discretion, to advertise and to promote sale of the Property. Owner has been advised of Broker's policies of cooperating with other brokers and agrees that Broker may pay from Broker's Fee a cooperating commission to such other broker who acts as a subagent for Owner, buyer agent, or transaction licensee for buyer.  
40. 13. DEPOSITS: All payments made on account of the real estate transaction contemplated by this Agreement, regardless of the form in which said payments are made, whether it be cash, judgement note or other instrument, and regardless of the person designated as payee, shall be retained by the Broker in an escrow account in accordance with the Real Estate Licensing and Registration Act of the Commonwealth of Pennsylvania and Rules and Regulations issued thereunder, and shall be distributed as required thereunder. In the event of a dispute over entitlement to deposit, Broker will maintain the same in an escrow account until a resolution of the dispute by agreement or final order of court. 49 Pa. Code 35.333(a)(8). Owner agrees that if Broker is joined in a suit over entitlement to deposit by Owner, Owner shall pay Broker's costs and fees, including attorney fees.  
41. 14. REAL ESTATE TRANSFER TAXES; DEED PREPARATION: One-half (1/2) of all real estate transfer taxes shall be paid by the Owner. Owner shall likewise pay for deed/lease preparation.  
42. 15. HAZARDOUS WASTE: Owner represents and warrants that Owner has no actual knowledge nor any reason to believe that hazardous waste or contaminants (including asbestos and radon), that might result in liability to an owner of the Property for costs and expenses incurred to remediate such condition, have ever been, or are presently found, or are being disposed of on the Property. Owner agrees not to dispose of any hazardous waste or contaminants on the property during the term of this Agreement. Owner agrees to assume any and all liability and costs as a result of a breach of this or any other representation and/or warranty and will indemnify Broker against any loss or claims against Broker in connection therewith.  
43. 16. UNDERGROUND STORAGE TANKS: Owner represents and warrants that all storage tanks located on the Property (if any), whether aboveground or underground, have been reported and registered with the appropriate state and/or local agency and/or department as required by law and have been and are being maintained as required by law. In the event that the Owner has not complied with any applicable statutory provision, Owner hereby agrees to assume any and all liability and costs incurred as a result of a breach or noncompliance with the applicable statute, and to indemnify Broker against any loss or claims against Broker in connection therewith.  
44. 17. ASSIGNS: This Agreement shall be binding upon the undersigned Owner and Broker, their heirs, executors, administrators, successor and assigns.  
45. 18. JOINT LIABILITY; COPIES: The Owner, having carefully read and considered this Agreement, hereby acknowledges receipt of an exact copy of it. If executed by more than one Owner, the obligations of Owners hereunder shall be joint and several.  
46. 19. AGENCY: Owner has received and reviewed the Consumer Notice adopted by the State Real Estate Commission at 49 Pa. Code 35.336. The definitions of business relationships and the duties required of licensees as set forth in the Notice are incorporated here as though set forth at length. Broker is acting as Owner's agent as defined in the Consumer Notice (Seller Agent). Broker also represents Buyers. If a buyer represented by Broker entertains the acquisition of Owner's property, Broker will act as a dual agent as defined in the Consumer Notice. Owner consents to Broker serving as a dual agent. Broker may, with Owner's consent designate an agent to represent Owner, and with buyer's consent, designate an agent to represent buyer. A Designated Agent is a dual agent when representing both Owner and buyer.  
47. 20. ADDITIONAL TERMS: Owner has read the Consumer Notice prepared by the Real Estate Commission. The definitions and duties and disclosures set forth in the Notice are incorporated herein by reference. The Civil Rights Notice and the Real Estate Recovery Fund Notice found on the reverse side of this Agreement are an integral part hereof.  
48. 21. Title: Owner has the capacity, power, and full authority to execute, deliver, and perform this Agreement and to enter into agreements for the sale and/or lease of the Property. Owner has not granted any option or entered into any other commitment to market, sell, lease the Property or any part of it. Owner represents that proper and complete corporate or partnership approval has been obtained, as may be applicable, for purposes of entering into this Agreement and any Lease and/or Sales Agreement.

90. WITNESS: (OR ATTEST

OWNER(S)

\_\_\_\_\_  
(Name of Corporation or partnership, if applicable) DATE

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

98. By: \_\_\_\_\_  
99. COMMERCIAL-INDUSTRIAL DATE  
100. REALTY COMPANY

**CIVIL RIGHTS / FAIR HOUSING:** Federal and state laws make it illegal for Seller, Broker, or any other person or entity to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under age 18), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

**REAL ESTATE RECOVERY FUND:** A Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgement against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658. 63 P.S. §608.2(2).

**CONFLICT OF INTEREST** Should a conflict of interest exist because of Broker's relationship to Buyer, or for other reason, Broker will notify Owner as soon as reasonably possible after such conflict is perceived/identified by Broker.

**CONSUMER NOTICE:** Seller has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336. The description of licensee duties, definitions, and information/statements contained in the Notice are incorporated here by reference.