

Selling City Owned Property Efficiently **EXCLUSIVE RIGHT TO SELL BROKERAGE AGREEMENT**

1. PROPERTY LISTING: _____ (“Broker”) is hereby authorized by the undersigned owner(s) or by the authorized representative of Owner (“Owner”) to sell, as the exclusive real estate broker, the property known as: _____ (“Property”).

Owner acknowledges that the Property is being conveyed (**initial** one selection) _____ IN FEE SIMPLE, or SUBJECT TO AN ANNUAL GROUND RENT, now existing, in the amount of \$ _____, payable semi-annually.

2. LISTING TERM: This Agreement shall be effective on _____ (m/d/y) and shall continue until midnight on _____ (m/d/y) except that either Owner or Broker, by giving written notice, may cancel this Agreement so that it will terminate at midnight _____ () days from the date of receipt of such written notice. Owner and Broker may also terminate this Agreement at any time by mutual written agreement. Any termination of this Agreement by Owner or Broker shall be subject to the provisions of Paragraph 6 of this Agreement and such provisions shall survive termination.

3. LISTING PRICE: The listing price of the Property is \$ _____ and shall be the price advertised by Broker. If Owner desires to change the listing price, Owner shall immediately inform Broker in writing of the changed listing price, and such changed listing price shall thereafter be the price advertised by Broker.

4. OWNER RESPONSIBILITY: Broker shall not be responsible for the care of, or the physical condition of the Property. Owner shall remain solely responsible for the care and physical condition of the Property.

5. MARKETING/MLS/INTERNET ADVERTISEMENT: Broker is authorized to and shall market the Property (including street name and house number), including, but not limited to, entering the Property into the Metropolitan Regional Information System, Inc. (“MRIS”), installing a sign, photographing the Property and installing a lock box (Addendum required for lock box). Owner acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing MRIS and the lock box system owner. Broker is hereby granted the right to report to MRIS for dissemination, in accordance with MRIS’s rules and policies, any contract of sale and sales price (including the other terms upon which any sale of the Property is made). Broker, upon election by Broker and in Broker’s sole and absolute discretion, is hereby authorized by Owner to submit and market the Property by and through:

- a) Broker’s internet website;
- b) The internet website of licensed real estate salespersons or real estate associate brokers affiliated with Broker;
- c) realtor.com;
- d) homesdatabase.com;
- e) homesseekers.com; and/or
- f) any available MRIS program(s), including, Internet Data Exchange (IDX); Broker Reciprocity Plus; Active Agent; and Real Estate Transaction Standard (RETS).

Owner further consents to and authorizes Broker, in Broker’s sole and absolute discretion, to allow other MRIS participants and authorized users to market the Property by and through the internet website of other such MRIS participants and authorized users.

Broker’s responsibility to market the Property is suspended upon Owner’s acceptance of a written offer to purchase the Property, unless otherwise agreed by Broker.

6. BROKER’S FEE: Owner agrees to pay Broker a brokerage fee for services rendered (the “Fee”) in the amount of the greater of \$2500 or 8% of the Sales Price as stated in the Contract of Sale entered into by Owner. The Fee shall be deemed to have been earned by Broker, and shall be due and payable by Owner to Broker:

A. if, during the term of this Agreement, or any extension thereof **(i)** Owner shall enter into a written agreement to sell, lease, exchange, convey or transfer the Property to any person or entity whether such person or entity shall have been procured by Broker, by Owner or by any other person or entity, in which event Owner, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement; or **(ii)** if during the period of three months following the expiration or termination of this Agreement, Owner shall enter into a written agreement to sell, lease, exchange, convey or transfer the Property to any person who or to any entity which, with knowledge of Owner or any agent of Owner, inspected or made inquiry about the Property or negotiated to purchase or exchange the Property during the term of this Agreement or any extension thereof, in which event Owner, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement. Broker acknowledges and agrees that settlement on the Property shall be a condition precedent to Owner’s obligation to pay the Fee to Broker when earned as herein provided.

Owner shall have no obligation to pay the Fee to Broker if the Property is sold, leased, exchanged, conveyed or transferred by any other licensed real estate broker who is a subscriber of MRIS following the expiration of this Agreement, or any extension thereof, or following the termination of this Agreement as herein provided, unless such termination by Owner shall have been made for the purpose of avoiding the obligation of Owner to pay the Fee to Broker.

7. AUTHORITY TO COOPERATE WITH OTHER BROKERS: Broker shall be entitled to cooperate with other brokers as subagents of Broker (“Subagents”) and/or brokers retained by prospective buyers to represent buyer’s interests (“Buyer Agents”). Owner consents to Broker’s cooperation and fee sharing with Subagents or Buyer Agents (collectively “Cooperating Brokers”). Broker shall pay to any Subagent, who has earned and is entitled to share in the Fee, \$ _____ or _____ % of the Sales Price. Broker shall pay to any Buyer Agent who has earned and is entitled to share in the Fee \$ _____ or _____ % of the Sales Price.

PROPERTY _____

8. FAIR HOUSING: With respect to race, color, religion, sex, national origin, handicap or familial status, the Property is offered in compliance with the Civil Rights Act of 1968 and the Fair Housing Amendments Act under Federal law. The Property is also offered in compliance with the anti-discrimination provisions of applicable State and local fair housing laws.

9. LEAD PAINT HAZARD: Owner acknowledges that the Property, if constructed before 1978, is subject to Federal law (Title X) as to the presence of lead-based paint and/or lead-based paint hazards. Owner represents and warrants to Broker, Broker's agents and cooperating brokers/agents, intending that they rely upon such warranty and representation, that the Property was constructed:

(Initial one selection) _____ during or after 1978; or _____ before 1978; or _____ Owner is uncertain as to the date of construction. If Owner is uncertain as to date the Property was constructed, Owner agrees that, for the purpose of the sale contemplated by this Agreement, the Property will be treated as though it had been constructed prior to 1978. If Title X applies to the Property, Owner acknowledges receipt of brochures entitled "EPA and HUD Real Estate Notification and Disclosure Rule" from Broker, and Owner agrees to comply fully with the requirements as set forth in the Rule.

10. PROPERTY CONDITION DISCLOSURE/DISCLAIMER: Owner acknowledges that Broker has informed Owner that any contract of sale entered into for resale of residential real property improved by four or fewer single family units is subject to the requirements of Section 10-702 of the Real Property Article of the Annotated Code of Maryland, which obligates Owner to deliver to the Buyer of the Property either a written statement disclosing the condition of the Property, or a written property disclaimer statement. Broker has provided the required forms for such disclosure or disclaimer.

11. AGENCY DISCLOSURE: Owner acknowledges receipt of required agency disclosure form as required by Maryland law.

12. DUAL AGENCY REPRESENTATION AND CONSENT: Owner acknowledges that Broker and Salespersons affiliated with Broker regularly represent, as buyer's agents, prospective Buyers in the location and acquisition of property for sale and, in such capacity, represent the interests of those Buyers. In the event a Buyer represented by an agent affiliated with Broker shall consider the Property for purchase, Owner acknowledges that Broker, as the Dual Agent, can represent both Owner and the Buyer of the property, provided Owner and Buyer have executed a Consent for Dual Agency form as required by law. The salesperson representing the buyer will be the buyer's Intra-Company Agent, and the listing agent will be Owner's Intra-Company Agent. An Intra-Company Agent on behalf of Owner will provide to Owner the same services as an exclusive agent of Owner; an Intra-Company Agent representing the buyer will provide the same services as an exclusive agent of the buyer.

Nothing contained herein shall preclude the listing agent from preparing an offer on the property and providing Ministerial Acts for a Buyer not desiring buyer agency representation.

13. SPECIAL CONDITIONS:

Right of Entry: Broker acknowledges that the Property is vacant and may contain hazardous conditions.

Insurance: Broker will, at Broker's sole cost and expense, obtain and maintain in full force and effect during the term of this agreement, General Liability insurance. The amount of said insurance shall not be less than Five Hundred Thousand Dollars (\$500,000) for bodily injury sustained by one person, nor less than One Million Dollars (\$1,000,000) for bodily injury sustained by two or more persons in any one accident. Before showing the Property, Broker shall furnish to the Owner a copy of such insurance policy or certificate of coverage naming the Mayor and City Council of Baltimore as additional Insureds. Such Insurance policy or certificate of coverage shall provide for not less than fifteen (15) days prior written notice of cancellation to be given to the Owner. The certificate shall be delivered to: Mayor and City Council of Baltimore; 401 E. Fayette Street, 5th flr.; Baltimore, Maryland 21202; Attn: Ronald Hartman.

14. LEGAL CONSTRUCTION: This Agreement is binding upon the parties hereto, and their personal representatives, successors, heirs and assigns. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire Agreement of the parties and cannot be changed except by the written agreement of the parties hereto. Owner warrants that there are no other existing agreements or conditions other than as set forth herein. This is a legally binding Agreement; if not understood, seek competent legal, tax or other professional advice. Owner has not relied upon any statement or representation of Broker except as set forth in this Agreement. This Agreement shall survive execution and delivery of the deed and shall not be merged therein. This Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland.

15. RECEIPT OF COPY: Owner acknowledges receipt of a copy of this Agreement at time of signing hereof.

MAYOR AND CITY COUNCIL OF BALTIMORE

By: _____
Authorized Representative of Baltimore City Date

By: _____
Broker/Authorized Representative Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

This _____ day of _____ 20____

Solicitor

This form has been prepared for the sole use of the SCOPE Project, a joint initiative of the City of Baltimore, The Greater Baltimore Board of REALTORS®, Inc. and the Baltimore and Economy and Efficiency Foundation, Inc. The organizations, their representatives and or employees assume no responsibility, if this form fails to protect the interests of any party. © 2008 The Greater Baltimore Board of REALTORS®, Inc.