



**In The Heights Real Estate**  
139 Luquer St Brooklyn NY 11231

**Re:** [Type Address Here]

In The Heights Real Estate is pleased to provide you with its exclusive brokerage and marketing services for the sale of the above-captioned Property in accordance with the following:

1. You hereby grant In The Heights Real Estate the exclusive right to offer for sale the above-captioned Property for a period of \_\_\_\_ days from the date of signing (\_\_\_\_\_, 2023). If during the Term, you, another broker, or other person finds a purchaser for the Property, you agree to pay us the full commission set forth herein.
2. You represent to us that you are the owner of the Property (or owner of the proprietary lease and shares) and are authorized to sell the Property and enter into this Agreement. You authorize us to sell the Property at the price set forth below and to represent that the maintenance and number of shares (or common charges and real estate taxes) are as listed below.
3. We agree to offer the Property for sale, advertise it, photograph it (if appropriate) for advertising usages, arrange inspections, and negotiate and submit to you all offers made by prospective purchasers. We agree to advertise the Property at our expense, including listing the Property on our website.
4. If the Property is sold, you will pay us a commission of \_\_\_\_\_ (\_\_\_\_%) of the sale price. If a sale is consummated through a co-broker, you agree to pay a commission of \_\_\_\_\_ percent (\_\_\_\_%) of the sales price. We agree to share the commission 50/50 with the procuring co-broker unless you state otherwise or we agree to different terms with buyers broker.
5. During the Term of this Agreement, you agree to refer to us all inquiries, proposals, and offers received by you regarding the Property, including, but not limited to, those from principals and other brokers. You agree to conduct all negotiations, with respect to the sale or other disposition of the Property, exclusively through our firm. The Property will be offered only for sale during the Term of this Agreement, unless otherwise agreed to by you and our firm.
6. We agree to solicit the cooperation of other licensed real estate brokers who will act as agents for the prospective purchasers, and to work with them on a cooperating basis.
7. Within three (3) business days after the expiration of the listing term, we shall deliver to you in writing a list of no more than six (6) names of persons who inspected the Property during the listing term. If within one hundred twenty (120) days after the expiration of the



listing term a contract is signed to sell the Property to a person on said list, we shall be entitled to the commission provided for in paragraph 4 of this Agreement. At the end of the exclusive term, the listing will automatically convert to an open, non-exclusive listing unless you advise to the contrary.

8. If applicable, please send us a copy of the financial statement of your building corporation, and we will copy and return it.

If the foregoing meets with your understanding, please sign, date, and return the enclosed copy to me. We all look forward to being of service to you in the sale of your property. We are committed to presenting the Property to as many well qualified customers as possible and getting the best price in the shortest time. Please call us if you have any concerns.

Sincerely,

IN THE HEIGHTS REAL ESTATE

\_\_\_\_\_  
Broker / Sales Agent

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

\_\_\_\_\_  
Seller

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

Sale Price: \$ \_\_\_\_\_

Maintenance: \$ \_\_\_\_\_

Agreed to and accepted: \_\_\_\_\_ Agreed

to and accepted: \_\_\_\_\_ Date:

\_\_\_\_\_ Time: \_\_\_\_\_