

ML#:

EXCLUSIVE RIGHT TO SELL AGREEMENT HOMES VILLA/CONDO LOT (Circle Property Type)

Box denotes required * = Numeric

FIRM NAME _____	BROKER ID _____	FIRM PH _____	FIRM FAX _____
AGENT NAME _____	LISTING AGENT ID _____	AGENT PH _____	AGENT FAX _____
AGENT E-MAIL _____			

A. Employment: In consideration of the services of _____, Hereinafter called "Broker," I/We, the undersigned Owner(s), hereinafter called "Owner," appoint Broker as my exclusive sales agent, and give Broker the exclusive right to list and sell the property described below and further described as

LEGAL#: _____ **LEGAL ADDRESS** (see on-line table) _____ **LIST PRICE:** \$ _____ *

STREET #: _____ **STREET NAME** _____ **TOWN** _____ **ZIP CODE** _____ **ZONING:** **Select 1**
 Mobile Homes
 Residential
 Rural

COUNTY: Beaufort Jasper **TAX KEY #:** _____ **TAX MAP #:** _____ **ELEVATION :** _____ * **FURNISHED:** Y/N
District, Tax Map, Parcel (Approx)

LOT SIZE: _____ x _____ x _____ x _____ **#LOTS:** _____ * **#ACRES:** _____ * **REGIME FEE** _____ * **OWNER TRANSFER FEE** _____ * **POA FEE** _____ *
(see on-line table) (see on-line table)

for a period, from **LIST DATE:** _____ to **EXPIRE DATE:** _____, hereinafter called the "term" at the gross sales price specified above.

The Owner and Broker understand that this agreement is a contract, and that the term of this Agreement extends until the date noted above unless terminated sooner by written consent of both parties. During the term of this Agreement, Owner is contractually obligated to pay a commission to Broker pursuant to the terms and conditions of paragraph B below.

The contractual obligations of this agreement are separate from those obligations stemming from the parties' agency relationship. The parties' agency relationship may be terminated unilaterally by Owner at any time. Should Owner elect to do so, the Broker shall no longer have the right to list and sell the property; however, the termination of the agency relationship between the parties will not affect the Owner's contractual obligation in this Agreement to pay a commission to Broker pursuant to paragraph B below.

B. Commission:

- Owner agrees to pay Broker a sales commission of \$ _____ or _____ (____%) percent of the sales price if a buyer is secured who is ready, willing and able to purchase the Property at the price and on the terms aforesaid or at any price and terms acceptable to Owner. Said commission shall be paid at closing of sale or default of Owner.
- Said commission shall be paid to Broker if the Property is sold during the term of this Agreement, regardless of whether the sale is made by Broker, by Owner, or by any other broker or agent, or by any other person or any other means. However, Owner has the right to list on this Agreement any parties to whom Owner reserves the right to sell, and if a sale to any of such parties occurs within fourteen(14)days after the date hereof, Owner is not obligated to pay a commission to Broker.
- Owner shall also pay said commission to Broker if: (a) within ten (10) days after expiration of this Agreement Broker provides in writing to Owner the names of prospective buyers who were shown or offered the Property during the term of this Agreement and (b) Owner sells the Property to any of such prospective buyers within six (6) months after expiration of this Agreement. However, such commission shall not be due to Broker if a sale is made after the expiration hereof by or through a MLS Broker who has a then current, valid Listing Agreement with Owner.
- If suit is brought to collect the compensation or if Broker successfully defends any action brought against Broker by Owner relating to this authorization or under any sales agreement relating to said property, Owner agrees to pay all costs incurred by Broker in connection with such action, including a reasonable attorney's fee.
- Owner agrees that Broker may compensate an agent representing the Purchaser from the fee described above. It is also possible that a buyer represented by Broker will want to see Owner's property, and since both Owner and a buyer have different interests to protect in the negotiation process, certain differences or conflicts may arise. Accordingly, Broker will represent both the Owner and a buyer only with both parties' written consent after full disclosure of the consequences of dual agency.

C. CONTRACT OF SALE, CLOSING COSTS, AND TITLE. Upon procurement of a purchaser whose offer complies within the terms of sale, Owner agrees to enter into the customary written Contract of Sale Agreement, which will contain the terms and conditions of sale and customary provisions as to quality of title to be conveyed by Owner, the examination of title by purchaser, curing of any title defects by Owner, and proration of interest on encumbrances, taxes and rents (if any). Owner agrees to pay for preparation of the deed and recording fees for the deed, and Owner agrees to execute and deliver to the purchaser a general warranty deed conveying the Property free and clear of all monetary liens and encumbrances, except those set forth in the Contract of Sale Agreement.

D. DEFAULT BY PURCHASER. As the exclusive agent for Owner, Broker is authorized to receive and hold in Broker's Trust Account until closing all sums paid as a deposit on the purchase of the Property, and Owner agrees that if such deposit is forfeited by the purchaser, Broker is authorized to retain one-half (1/2) of such forfeited amount as a sales commission, provided such amount retained does not exceed the amount of the commission specified above. The balance of the forfeited deposit shall be paid to Owner.

E. OWNER HOLD HARMLESS. Owner shall hold harmless and indemnify the Broker and Broker's agents from any liability caused by latent, undisclosed, pre-existing conditions, if any, including but not limited to, structural and/or mechanical deficiencies which exist now or occur up to the time of closing.

F. LOCKBOX OPTION. Owner does(____) does Not(____) authorize Broker to install a **Lockbox on the Property** containing a key to the Property. Owner acknowledges he/she understands the use, risk and precautions taken in connection with its use and assumes the risk thereof. **Lockbox on Property:** Y / N **LOCKBOX#:** _____ *

G. OWNERSHIP. The undersigned, by the execution of this Agreement, certifies that he/she is the owner of record of the Property or, in the event the property owner is other than that individual, he/she has the authority to bind the owner of the Property by executing the within Agreement.

H. OTHER AUTHORIZATIONS. Owner authorizes Broker to take photos, advertise, print and publish this Property to other brokers and the general public.

Photo: (Select 1) Take Photo Photo(s) Attached Villa MLS Generic No Photo Photo to Follow Photo Upload **# PHOTOS:** _____ **PHOTO INSTRUCTIONS** _____

INTERNET: Y / N **VIRTUAL TOUR:** Y / N **VT# of Shots** _____ **VTINST:** _____
VT TYPE: MLS VT MLS VT/Realtor.com Villa Generic Villa Generic/Realtor.com Other VT URL _____

I. OWNERS REPRESENTATIONS: Owner directs Brokers: 1) to place the listing in the Multiple Listing Service of Hilton Head Island, Inc. which will constitute an offer of subagency to all participants in the Multiple Listing Service; 2) to hold Broker and MLS harmless for any damages or liability that may occur in the showing of the property; 3) that the care and custody of the property is not the responsibility of the Broker or MLS; and 4) that the information contained in the within Agreement is, to the best of Owner's knowledge, accurate and correct.

NOT INCLUDED IN SALE: _____

PRIVATE / CONFIDENTIAL REMARKS	PUBLIC / INTERNET REMARKS

HOW TO SHOW: (Select 1) <input type="checkbox"/> Appointment Only <input type="checkbox"/> Call OCC, then LKBX <input type="checkbox"/> Call Listing Agent <input type="checkbox"/> Call Occ:LKBX Pet <input type="checkbox"/> Call Listing Office <input type="checkbox"/> Call Rental Agent <input type="checkbox"/> Key @ Listing Office <input type="checkbox"/> Lockbox Appointment <input type="checkbox"/> Lockbox Unoccupied <input type="checkbox"/> Lockbox No Appointment <input type="checkbox"/> Lister Must Accompany <input type="checkbox"/> See Showing Instructions <input type="checkbox"/> Under Construction <input type="checkbox"/> Vacant Lot	AREA and SUB AREA (Select 1) 1 <input type="checkbox"/> Sea Pines <input type="checkbox"/> Club Course <input type="checkbox"/> Harbour Town <input type="checkbox"/> Ocean Course <input type="checkbox"/> Ocean Side <input type="checkbox"/> Sea Marsh Course <input type="checkbox"/> South Beach 2 <input type="checkbox"/> Forest Beach <input type="checkbox"/> North Forest Beach <input type="checkbox"/> South Forest Beach 3 <input type="checkbox"/> Shipyard 4 <input type="checkbox"/> Wexford 5 <input type="checkbox"/> Long Cove 6 <input type="checkbox"/> Palmetto Dunes/Shelter Cove <input type="checkbox"/> Inverness Side <input type="checkbox"/> Leamington <input type="checkbox"/> Mariners Side <input type="checkbox"/> Ocean Side <input type="checkbox"/> Shelter Cove 7 <input type="checkbox"/> Folly Field	8 <input type="checkbox"/> Port Royal <input type="checkbox"/> Barony Course <input type="checkbox"/> Ocean Side Port Royal Drive <input type="checkbox"/> Robbers Row Course <input type="checkbox"/> Sound Side Port Royal Drive 9 <input type="checkbox"/> Hilton Head Plantation <input type="checkbox"/> Bear Creek Course <input type="checkbox"/> "Shell" Streets <input type="checkbox"/> Country Club of Hilton Head <input type="checkbox"/> Dolphin Head Course <input type="checkbox"/> Oyster Reef Course <input type="checkbox"/> w/in 1/2 mile of Country Club 10 <input type="checkbox"/> Palmetto Hall 11 <input type="checkbox"/> Indigo Run <input type="checkbox"/> Broad Point <input type="checkbox"/> Golden Bear <input type="checkbox"/> Golf Club <input type="checkbox"/> River Club 12 <input type="checkbox"/> Spanish Wells 13 <input type="checkbox"/> Windmill Harbour	14 <input type="checkbox"/> Hilton Head Island/ Off Plantation <input type="checkbox"/> Broad Creek Area <input type="checkbox"/> Chaplin <input type="checkbox"/> Fish Haul <input type="checkbox"/> Jonesville <input type="checkbox"/> Marshland Road <input type="checkbox"/> Palmetto Bay <input type="checkbox"/> Palmetto Headlands <input type="checkbox"/> Point Comfort <input type="checkbox"/> Spanish Wells Road <input type="checkbox"/> Wild Horse/Squire Pope <input type="checkbox"/> Yacht Cove <input type="checkbox"/> Other 15 <input type="checkbox"/> Daufuskie Island <input type="checkbox"/> Bloody Point <input type="checkbox"/> Haig Point <input type="checkbox"/> Melrose <input type="checkbox"/> Off Plantation	16 <input type="checkbox"/> Bluffton/Off Plantation <input type="checkbox"/> Alljoy Road Area <input type="checkbox"/> Graves Bridge to Burnt Church Rd. <input type="checkbox"/> Burnt Church Rd. to Simmonsville Rd. <input type="checkbox"/> Simmonsville Rd. to 170 <input type="checkbox"/> 170 South to 46 <input type="checkbox"/> 170 North to Oldfield <input type="checkbox"/> Downtown Bluffton <input type="checkbox"/> Simmonsville Rd. to Gibbet Rd. <input type="checkbox"/> Gibbet Rd. to Jasper County <input type="checkbox"/> Pinckney Colony <input type="checkbox"/> Pritchardville <input type="checkbox"/> Other 17 <input type="checkbox"/> Moss Creek 18 <input type="checkbox"/> Colleton River 19 <input type="checkbox"/> Belfair 20 <input type="checkbox"/> Rose Hill <input type="checkbox"/> Estate Side	<input type="checkbox"/> Golf Course Side 21 <input type="checkbox"/> Berkeley Hall 22 <input type="checkbox"/> Palmetto Bluff 23 <input type="checkbox"/> Sun City <input type="checkbox"/> Sun City <input type="checkbox"/> RiverBend 24 <input type="checkbox"/> Oldfield 25 <input type="checkbox"/> Callawassie Island 26 <input type="checkbox"/> Spring Island 27 <input type="checkbox"/> Beauf Co-N of Broad River 28 <input type="checkbox"/> Beauf Co-S of Broad River <input type="checkbox"/> Oldfield to Beaufort 29 <input type="checkbox"/> Brays Island 40 <input type="checkbox"/> Jasper County <input type="checkbox"/> 170 to I-95 <input type="checkbox"/> Hardeeville <input type="checkbox"/> Levy <input type="checkbox"/> Ridgeland <input type="checkbox"/> Other
		SHOWING INSTRUCTIONS: _____			

OFFICE INFORMATION

COMPENSATION TO COOP. BROKER: _____ **Rental Agent Name** _____ **Rental Agent Phone** _____

WITNESS: _____ **OWNER SIGNATURE:** _____ **DATE:** _____

WITNESS: _____ **PRINT OWNER'S NAME** _____

BROKER SIGNATURE: _____ **DATE:** _____ **OWNER SIGNATURE:** _____ **DATE:** _____

OWNER ADDRESS (1) _____ **PRINT OWNER'S NAME** _____

OWNER ADDRESS (2) _____ **OWNER PHONE: (H)** _____ **(W)** _____

GENERAL INFORMATION

HOMES (Select 1)

- TYPE: Full Size
 Patio
 Townhouse

(Select up to 2)

- STYLE: One Story
 Two Story
 Three Story
 Split Level
 1st story elevated
 1st story on grade

(Select up to 2)

- VIEW: 2nd-12th Row
 Creek/River
 Deep Water
 Golf
 Harbor
 Lagoon
 Lake
 Landscape
 Marsh
 Ocean
 Ocean Front
 Poolside
 Sound
 Tennis Court
 Wooded

LOCATION:

- Ocean Front
 Ocean Oriented-Row # _____ * over 12
 Sound Front
 Sound Oriented-Row # _____ * over 12

VILLA/CONDO (Select 1)

- TYPE: Duplex
 Efficiency
 Flat
 Flat/Pre-Fab
 Townhouse

BEDROOMS: _____ * FULL BATHS: _____ * HALF BATHS: _____ *

LOT (Select 1)

- TYPE: Full Lot
 Patio Lot
 Townhouse Lot
 Double Lot
 Acreage

PAVED ROAD: Y/N

*
 YEAR BUILT

PARKING (Select up to 3)

- Carport-1 Car
 Carport-2 Car
 Carport-Detached
 Golf cart-w/Garage
 Garage-1 Car

- Garage-2 Car
 Garage-3 Car
 Garage-Detached
 Under Parking

ROOF: (Select up to 2)

- Asphalt
 Built-up Gravel
 Copper
 Fiberglass

- Flat
 Metal
 Roller
 Tile-Slate
 Tin
 Wood Shake

EXTERIOR TYPE: (Select up to 2)

- Block/Stucco
 Board & Batten
 Brick
 Brick & Wood
 Concrete Block
 Hard Coat Stucco
 Hardplank
 Log
 Masonry/Steel

- Masonry/Wood
 Steel & Glass
 Stone
 Synthetic Stucco
 Vinyl Siding
 Wood Siding
 Wood/Stucco

PROPERTY FACES: (Select 1)

- East
 North
 Northeast
 Northwest

- South
 Southeast
 Southwest
 West

POOL: Y/N

(Select 1) POOL TYPE:

- Community Pool
 Private Pool

(Select 2)

- Above Ground
 Enclosed
 Free Form
 Heated
 Lap
 Rectangle
 Screened
 Spa
 Unheated

LAND: (Select up to 6)

- Adjacent Lot Available
 Can Be Subdivided
 Corner Lot

- Cul-De-Sac
 Dirt Road
 Ditch

- Drainage Canal
 Horses Allowed
 Livestock Allowed

- Right-of-Way
 Stables
 Utility Shed

TAXABLE SQ. FT.: Autopops from tax rolls

FLOORS: (Select up to 3)

- Carpet
 Concrete
 Manufactured Wood
 Mexican Tile
 Parquet
 Pavers
 Pine

- Slate
 Stone
 Terrazzo
 Tile
 Vinyl
 Wood

RESTRICTIONS: (Select up to 5)

- Commercial
 Dock Restrictions
 Exterior Alterations
 Motorcycles
 No Pets
 No RV's/Boats

- No Trucks/Trailers
 Pet for Owners Only
 Pets OK
 Pet Weight
 Rental
 Retirement over 55

ADDITIONAL INFORMATION

CONSTRUCTION FEATURES: (Select up to 3)

- Aluminum Soffits
 Bay Windows
 Cathedral Ceilings
 Energy Extras

- Exhaust (vent) System
 Ext. Insulation
 Good Cents
 Gutters

- Smooth Ceilings
 Tray Ceilings

WINDOWS: (Select up to 3)

- Awning
 Casement
 Double Hung
 Jalousie

- Single Hung/Sash
 Sliders
 Thermopane
 Tinted Windows

Den/Loft
 D/L

APPLIANCES: (Select up to 7)

- Appliance Center
 Central Vacuum
 Disposal
 Dryer

- Dishwasher
 Exchangeable Cartridge Range
 Freezer
 Ice Maker

- Indoor Grill
 Microwave
 Oven
 Convection Oven

- Oven Self-Cleaning
 Refrigerator
 Stove

- Trash Compactor
 Washer

INTERIOR FEATURES: (Select up to 9)

- Book Shelves
 Cable TV
 Ceiling Fan(s)
 Dehumidifier
 Drapes
 Elevator
 Fire Alarm
 Fire Sprinklers

- Fireplace
 Fireplace Blower
 Fireplace Screened
 Glass Enclosed FP
 Handicap Access
 Hot Tub/Spa
 Intercom
 Just Painted In

- Just Painted Out
 Many Closets
 Network Wiring
 Security System
 Separate Shower
 Skylights
 Smoke Alarm
 Solar Hot Water

- Sound System Wiring
 Steam Shower
 Sunken Living Room
 Sunken Tub
 Ventilating Fan
 Water Purifier
 Water Soft Equipment
 Wet Bar

- Whirlpool Tub
 Will Carpet
 Will Paint
 Wine Rack
 Wood Stove

CURRENT RENTAL: Y/N

SHORT TERM: Y/N

LONG TERM: Y/N

ATTIC: (Select up to 3)

- Crawl Space
 Expandable

- Finished
 Floored

- Insulated
 Roughed In

- Stairs Pull Down
 Stairs Permanent

- Walk-In

AMENITIES: (Select up to 8)

- Boat Storage
 Clubhouse
 Community Dock

- Community Pool
 Deep Water Access
 Dock

- Elevator
 Fitness Center
 Gardens

- Golf Privileges
 Leisure Trails
 Marina

- No Amenities
 Security Gate/Guard
 Stables

- Tennis Courts

EXTERIOR FEATURES: (Select up to 7)

- Back Porch
 Balcony
 Barbecue
 Courtyard
 Deck
 Dock Private

- Drying Yard
 Enclosed Porch
 End Unit
 Fence-Privacy
 Fenced Yard
 Front Porch

- Gas Grill
 Gazebo
 Handicap Access
 Hurricane Protection
 Irrigation System
 Outdoor Shower

- Patio
 Paved Drive
 Private Tennis Court
 Satellite Dish
 Screened Porch
 Screens

- Spa/Hot tub
 Storage Shed
 Storage Under Home
 Storm Doors
 Storm Windows
 Widow's Walk

ROOMS: (Select up to 8)

- Atrium
 Bonus Room
 Carolina Room
 Convertible Bedroom
 Converted Garage
 Den/Library/Office

- Dining Area
 Dining Room
 Eat-In-Kitchen
 Exercise Room
 Family Room
 Foyer Entrance

- Game Room
 Great Room
 In-Law Suite
 Kitchen
 Laundry/Utility Room
 Leisure Room

- Living Room
 Media Room
 Pantry
 Sauna
 Screened Patio/Porch
 Storage Room

- Study
 Workshop

POSSESSION: (Select up to 2)

- 30 Days
 60 Days
 90 Days
 At Closing

- Lease Back
 Lease w/Opt To Buy
 Must Honor Rent
 Prefer Lease Back
 Under Construction

TRADES: (Select up to 2)

- Boatslip
 Equity
 House
 Lot

- Quartershare
 Securities
 Timeshare
 Villa

FINANCE: (Select up to 3)

- Assume
 Cash-All Cash
 Conventional
 Conventional w/SLR 2nd Exchange/1031
 FHA
 Foreclosure
 Land Contract
 Lot Release
 Owner Finance 1st
 Owner Finance 2nd
 Owner Finance Possible
 Trade
 Veterans Admin

UTILITY INFORMATION

HEAT: (Select up to 3)

- Central
 Electric
 Gas
 Heat Pump
 Multi Zone
 No Heating
 Oil/Propane
 Single Zone
 Solar
 Wall Unit
 Water-to-Air
 Window Unit

AC: (Select up to 3)

- Air to Air
 Central
 Ducted for A/C
 Electric
 Heat Pump
 No Air Conditioning
 Solar
 Wall Unit
 Water-to-Air
 Window Unit

WATER: (Select 1)

- City PSD
 Community
 Private
 Well Water

SEWER: (Select 1)

- City PSD
 Community
 No Sewer
 Private
 Septic Tank

OTHER: (Select up to 3)

- Cable Available
 Electricity Available
 Phone Lines Available
 Pub Water Available
 Sewer Available