

EXCLUSIVE AUTHORITY TO SELL

BETWEEN:

(hereinafter referred to as the "AGENT")

and

(hereinafter referred to as the "SELLER")

RE:

(hereinafter referred to as the "PROPERTY")

In consideration of \$1.00 which we hereby acknowledge having received and services in listing and agreeing to offer the property for sale, the Seller hereby gives _____, the sole and exclusive authority to act as Agent for the sale or exchange of the Property at the price of \$_____ or at such other price or terms which the Seller may accept, upon the terms more particularly set out in Schedule "A" attached hereto, which Schedule shall form part of this Agreement.

The Seller agrees to pay _____, it's successors or assigns, a Commission of _____ (_____%) percent of the sale price of the Property.

1. On any Purchase Agreement accepted by the Seller or on his behalf, during the currency of this Agreement from any source whatsoever or within six (6) months of the expiration of same from a Buyer introduced by _____ or it's Sub-Agents.
2. On any Offer to Purchase presented by _____ or it's Sub-Agents, during the currency of this Agreement, which Offer is in accordance with the above mentioned terms.
3. Contained in any option to purchase accepted by the Seller or on his behalf, during the currency of this Agreement.

Commission shall be payable on the closing of the transaction, as follows:

1. The Deposit shall be applied against the Commission payable.
2. The Seller hereby directs his Attorney to pay to _____ any unpaid balance of Commission from proceeds of the Sale.

_____ shall communicate to the Seller in writing within ten (10) days of the expiration of this Agreement, the names of any prospective Buyers introduced by _____ or it's Sub-Agents. Such prospective Buyers shall have been introduced if approached by _____ or it's Sub-Agents during the currency of this Agreement for the purpose of purchase of the Property.

The Seller acknowledges and agrees that the words "Prospective Buyer" include the nominee of such prospective Buyer or any individual, partnership, corporation or association for whom he is directly or indirectly related.

The Seller shall refer all enquiries and offers from any source whatsoever to _____ forthwith on receipt. The Seller shall permit _____ to show prospective Buyers over the property during reasonable hours and to place a "FOR SALE" sign upon the property.

I agree to the possibility of dual agency.

The Agreement shall expire one (1) minute before midnight on the _____ day of _____, 19__

The Seller acknowledges that he has read and fully understands this Agreement and acknowledges this date having received a copy of same.

This Exclusive Authority to Sell shall be read with such changes of gender or number required by the context.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under seal this _____ day of _____, 19__.

)
)
)
)
)
)
) per: _____(SEAL)
) (SELLER)

SIGNED, SEALED AND DELIVERED
in the presence of

)
)
)
)
)
)
)
) per: _____(SEAL)
) (AGENT)

SCHEDULE “A”