



AFFILIATE MEMBER MULTIPLE LISTING AGREEMENT FORM (PRIVATE TREATY)

REALTORS® Association Of Jamaica



MLS#

The Seller hereby solely lists with the REALTORS® Association of Jamaica's Multiple Listing Service (herein the "Listing Service"), the property (herein the "Property") known as:

Address _____

Property Description _____

Volume # _____ Folio _____

To offer the Property for sale at a price of _____

(herein the "Listed Price") in the Multiple Listing Service ("MLS") of the REALTORS® Association Of Jamaica ("RAJ") where the Property will be open to all member agents of RAJ to attempt to procure its sale. The Property may include a leasehold interest, a business and the goodwill and assets of it, an interest, partnership or share in a business or in the goodwill and assets of it or a mobile home, plus any other property designated by the Seller in the MLS Data Input Form.

1. The Seller hereby gives the Listing Service for the period set forth herein, the sole right, power and authority to act as the Seller's real estate agency for the listing, of the Property. This agreement prohibits the listing and marketing of the property with any other broker or salesperson during the period set forth herein. The Seller agrees to direct all inquiries concerning this property from whatever source to the Listing Service during the period of this Agreement, which shall include inquiries from the general public and all other real estate agents. Any failure to do so shall constitute a substantial breach of this Agreement.

2. The Seller hereby agrees to cooperate fully with the Listing Service in the marketing of the Property and the Seller authorizes and directs the Listing Service:

- i. to cooperate with all other RAJ members acting for a prospective Buyer ("Cooperating members");
- ii. to obtain information concerning the Property from any person, corporation or governmental authority;
- iii. to advertise the Property on the Internet and elsewhere; and
- iv. to show the Property through a Cooperating member to prospective Buyers during reasonable hours.

3. The Seller agrees to pay the Selling Broker a commission in the amount of _____ % of the gross sale price or \$ _____ plus GCT at the prevailing rate. The Seller agrees to pay the Selling Broker the above commission if, during the term of this Agreement, the Property is sold or the Seller enters into an agreement for the sale of the Property and all conditions to be performed by the Buyer under such agreement are satisfied in accordance with the terms thereof. "Sale" includes an exchange and "sale price" includes the value of property exchanged.

In addition, if, prior to the Expiration Date of this Agreement, the Selling Broker presents an offer at or above the Listed Price, with no conditions, that provides for a completion within a reasonable period of time from the date of the offer, the Seller will pay the full commission set forth herein whether or not the Seller accepts that offer.

The intent of the clause is to set out the circumstances under which the Seller is obligated to pay the Broker where the broker presents an offer and the offer is not accepted by the Seller. These circumstances are:

- i. The offer is at or above the Listed Price
- ii. The offer has no conditions (meaning an unconditional offer)
- iii. The offer provides for a completion within a reasonable period of time from the date of the offer.

Where the Property is listed by the Seller pursuant to a mortgagee's exercise of its powers of sale contained in a mortgage, an order of the court or a statutory provision, the property shall be sold "as is where is" and is subject to any conditions, policies and laws that govern the disposal of the Property, and the Seller may withdraw the property before the expiration date of this Agreement. A fee of J\$15,000 is payable by the Seller to the Listing Service if the property is withdrawn before the Listing Service presents an offer, and a fee of \$30,000 is payable by the Seller to the Listing Service if the property is withdrawn after the Listing Service presents an offer at or above the Listed Price.

4. The Seller also agrees to pay the full commission due under this Agreement if, within SIX (6) months after the Expiration Date of this Agreement, the Seller sells or agrees to sell the Property directly or indirectly to anyone who has made an oral or written offer to purchase the

Property and whose names the Selling Broker shall have submitted in writing to the Seller within ten (10) days after the expiration of this Agreement or with whom the Selling Broker has negotiated prior to the Expiration Date provided the Selling Broker has given the Seller written notification of such negotiation prior to the Seller's sale of the property to such person or to a person or entity with whom such person is associated or affiliated. The negotiation with such person need not be over the price of the Property or any specific term or condition of sale. The Seller will not be obligated to pay the Selling Broker the commission if, at the time of such sale or agreement to sell, the Seller has entered into a valid, bona fide Multiple Listing Agreement relating to the Property with any other RAJ member.

5. The Seller does () does not () grant Selling Brokers permission to place and maintain a "For Sale or For Rent" sign upon the Property.

6. The Seller does () does not () grant Selling Brokers permission to display the property on the Multiple Listing Service (MLS) public website.

7. Seller does () does not () agree for this listing to be displayed, through the MLS feed, on other members website.

8. Listing Service's Duties and Authority. The Listing Service agrees to list the property immediately in the MLS and to maintain an active listing for the Property in the MLS while the Property is for sale under this Agreement; and the Listing Service agrees to fully cooperate with all Cooperating members to effect the sale of the property. The Seller authorizes the Listing Service to facilitate the advertising, showing and marketing of the Property as Selling Brokers deem appropriate and to facilitate the negotiation of offers on the Property and the presentation of all written offers to the Seller up to and including the Expiration Date of this Agreement.

The Seller understands that, during the term of this Agreement, the Listing Service will be marketing other properties that may be of the same general nature as the Seller's property. The Seller consents to the Listing Service representing other Sellers or Buyers of other properties and marketing other properties during the term of this Agreement. The Listing Service is not required to disclose to the Seller confidential information obtained through any agency relationship with other persons.

The decision to accept any Buyer's offer that may be presented is the Seller's exclusive decision. The Listing Service or cooperating members have no authority to accept or agree to any offers on the Seller's behalf. The Seller reserves the right to change the Listed Price by a written and signed notice to the Listing Service.

Any change in the Listed Price becomes effective only upon delivery to the Listing Service of the written Listed Price change notice signed by the Seller. The Listing Service agrees to act only as a facilitator for the Seller with respect to the Property and the Listing Service agrees to accept no form of remuneration from the Buyer. However, a Cooperating member acting only for a Buyer does not owe any agency duties to the Seller.

9. Assistance of Sub-agents. The Seller Authorizes the Listing Service to facilitate agreements to engage as sub-agents the services of other licensed brokers or salespersons as part of the Listing Service's marketing efforts; and the term "Listing Service" as used herein shall include all licensed sub-agents working through the Listing Service.

10. Marketing. The Seller and the Listing Service acknowledge that the Listing Service and Selling Brokers may represent an exclusive international real estate franchise and/or may be an affiliate of an international real estate network. By signing this agreement, the Seller authorizes the Listing Service to submit the Property for inclusion in the worldwide marketing program of that franchise or affiliation at no additional cost to the Seller.

11. Forfeit of Buyer contract deposit. In the event a contract Buyer forfeits any contract deposit, the Selling Broker shall be entitled to receive, as a liquidated and agreed upon sum, as a percentage of the deposit, together with any interest accrued thereon to which the Seller is entitled, provided the total amount paid to the Selling Broker shall not exceed the full commission which would otherwise be due under this Agreement.

12. Information Concerning the Property. The Seller has furnished the Listing Service with all of the information about the Property contained in this Agreement, in any attachment or addendum hereto, and in the MLS Data Input Form. The Seller represents to the Listing Service that, to the best of the Seller's knowledge, such information is complete, correct and accurate and does not leave out any material information about the Property. The Seller agrees to indemnify and hold the Listing Service, harmless from any and all loss, damage, claim or liability, including attorney's fees, arising out of any inaccurate, misleading or undisclosed information or facts about the property whether made by the Seller in this agreement or made by the Seller during the course of the Listing Service's marketing efforts. The provisions of this paragraph shall apply to and include information in any Seller's property information report.

The Seller further warrants and represents that this Agreement contains the signatures of all owners of the Property or other persons legally authorized to sell the property.

All information relating to the Property may be disclosed to persons interested in the Property including prospective Buyers, Cooperating members, and other authorized users of the MLS. The Listing Service may enter into the MLS, the information contained in this Agreement, the information contained in the MLS Data Input Form, and the sale price of the Property once there is an unconditional accepted offer. In consideration of RAJ disseminating information about the Property through the MLS, the Seller and the Listing Service each hereby assign to RAJ all of their rights and interests in and to the information about the Property contained in the MLS.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

15. **Mediation/Arbitration.** The Listing Service endorses and recommends the use of a dispute resolution by mediation or arbitration as an alternative to litigation in the event of any dispute or claim arising out of or relating to this Agreement. In the event of any litigation or lawsuit between the Seller and the Listing Service arising out of or relating to this Agreement, the prevailing party will be entitled to the costs and expenses thereof, including reasonable attorney's fees.

16. **Term of Agreement/Binding Effect/Severability.** This Agreement shall not be for a period in excess of twelve (12) months and cannot be cancelled or terminated prior to the Expiration Date unless the Seller and the Listing Service mutually agree in writing to such cancellation or termination. This Agreement is binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, personal representatives and assigns. If any provision of this Agreement shall be determined by a court to be invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

17. **All Amendments to Be In Writing.** All modifications, additions, amendments or deletions with respect to the price, commission, chattels or term of this Agreement shall be effective only if set forth in a written document signed by the Seller and an authorized representative of the Listing Service.

18. **Governing Laws.** This Agreement and all of its terms, conditions and provisions shall be construed in accordance with and governed by the laws of Jamaica.

THE SELLER SPECIFICALLY ACKNOWLEDGED HAVING READ AND DISCUSSED WITH THE LISTING SERVICE ALL PROVISIONS OF THIS AGREEMENT HEREOF PRIOR TO SIGNING THIS AGREEMENT.

Commencement Date: ___/___/ 20__

Expiration Date ___/___/ 20__ (at midnight)

For REALTORS® Association of Jamaica

For Affiliate Member

By _____

By _____

Signature of MLS Officer

Signature of Seller

By _____

By _____

Signature of Manager

Signature of Seller

Address

Address

Telephone

Telephone

Email

Email