



Maine Commercial Association of Realtors



CBRE | THE BOULOS COMPANY • ONE CANAL PLAZA • PORTLAND • MAINE • 04101 • (207) 772-1333

CBRE | THE BOULOS COMPANY EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

TO: CBRE | The Boulos Company

Date: **11/29/10**

In consideration of CBRE | The Boulos Company's agreement to list and promote the sale of Seller's property located at **44 Allen Avenue Extension, Falmouth, Maine** recorded in the **Cumberland** County Registry of Deeds in Book **----**, Page **----**, and consisting of: **a 0.50+/- acre parcel of land improved with a 2,250+/- sf fire station further identified by the Town of Falmouth Assessor as Map U69, Lot 4** the undersigned as Seller hereby gives CBRE | The Boulos Company the exclusive right to sell or exchange said property at a price of **One Hundred Ninety Thousand** dollars (**\$190,000.00**), and on the terms herein stated, or at any other price or terms to which Seller, his heirs, personal representative, successors and assigns may authorize or consent. If, during the term of this agreement, the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay CBRE | The Boulos Company a commission of **five percent (5%)** of contract price or exchange value, but in no event less than \$5,000.00.

If the property is leased while listed for sale with CBRE | The Boulos Company, a lease commission will be paid in full to CBRE | The Boulos Company in accordance with the following commission schedule:

- A. In the event of a lease for **less than 1 year**, CBRE | The Boulos Company's commission will be equal to one month's rent based on the average monthly rent.
- B. In the event of a **1 year to 10 year** lease, CBRE | The Boulos Company's commission will be 5% of the lease term's total aggregate rent, but in no event less than 10% of the first year's total rent.
- C. In the event of a lease **greater than 10 years**, CBRE | The Boulos Company's commission will be 5% of the first 10 year's total aggregate rent, plus 2% of each additional year's rent, up to 21 years.
- D. In the event the Tenant (or its assignee/sublessee) exercises an option(s) to renew its lease under pre-agreed terms (or modified terms agreeable to the landlord), a commission will be due and payable to CBRE | The Boulos Company upon the date such option(s) to renew is exercised. The commission payable will be calculated in accordance with the fee schedule described herein.

This agreement shall be in effect for **six (6)** months, from **December 1, 2010** to **May 31, 2011**.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, otherwise transferred, leased or goes under agreement to be sold, conveyed, exchanged, otherwise transferred or leased within 6 months after the expiration of this agreement to anyone with whom CBRE | The Boulos Company has negotiated unless the Seller, in good faith, subsequently lists the property with another Agency on an Exclusive Right to Sell Listing Agreement. Negotiation shall include, but not be limited to: speaking with a prospective purchaser about the property, providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall terminate on **November 30, 2011**.

I acknowledge my duty to disclose to CBRE | The Boulos Company all information about my property, adverse or otherwise, and understand that all such information will be disclosed by CBRE | The Boulos Company to the Purchaser(s). I will indemnify and hold CBRE | The Boulos Company harmless from any claims which may result from my misrepresentations or my failure to disclose information about my property. I further agree that if in any event, fact or information about my property comes to my attention between the signing of this listing agreement and disclosure form and the final closing, that I will immediately contact the Purchaser(s) and CBRE | The Boulos Company.

Seller agrees that Broker may apply any deposit(s) received in connection with the sale of the Property toward commissions due and payable under this Agreement. If any earnest money is forfeited by purchaser(s), it shall be evenly distributed between CBRE | The Boulos Company and the Seller. In the event the Seller defaults on its obligations hereunder, CBRE | The Boulos Company shall be entitled to costs of collection, including reasonable attorneys' fees.

Seen and agreed to: _____
 Seller(s) Agent

SUBAGENCY

- Yes No This Agency's policy is to cooperate with other agencies acting as subagents of you the Seller.
 Yes No This Agency's policy is to share compensation with subagents.

BUYER'S AGENCY

- Yes No This Agency's policy is to cooperate with agencies acting as Buyer's agents.
 Yes No This Agency's policy is to share compensation with Buyer's agents.

TRANSACTION BROKERS

- Yes No This Agency's policy is to cooperate with other agencies acting as transaction brokers.
 Yes No This Agency's policy is to share compensation with transaction brokers.

DISCLOSURE OF VARIABLE COMPENSATION

- Yes No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.
 Yes No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus involving a cooperating real estate brokerage agency.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency.

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by **Quit Claim Deed with Covenants**.
- To authorize a "For Sale" sign on the property. Yes No
- To authorize the listing of the property in Maine Real Estate Information System Yes No
- To authorize the advertising of the property Yes No
- To authorize use of a key and/or a lock box on the property. Yes No
- To authorize Agency to divulge the existence of offers on the property. Yes No
- To authorize publication of property in the information exchange database and use of information for marketing and statistical purposes. Yes No
- To authorize the Agency to use and make exterior and interior photographs of said property in promoting its sale. Yes No
- That the State of Maine law requiring Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- To seek legal, tax and other professional advice as necessary in connection with sale of property.
- Receipt of copy of this agreement.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.

Seen and agreed to: _____
Seller(s) Agent

Disclosed Dual Agency:

Seller acknowledges that Seller has been informed by CBRE | The Boulos Company that it has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, CBRE | The Boulos Company:

- 1. Represents two clients, the Seller and the Buyer, whose interests are adverse and the agency duties are limited;
- 2. **May** disclose to Buyer any information provided by Seller and **may** disclose to Seller any information provided by Buyer **EXCEPT**:
 - A. the willingness or ability of the Seller to accept less than the asking price;
 - B. the willingness or ability of the Buyer to pay more than has been offered;
 - C. confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
 - D. the motivation of the Seller for selling and the motivation of the Buyer for buying.

Seller understands that Seller may choose to consent or not consent to CBRE | The Boulos Company serving as Disclosed Dual Agent. Seller has read and understood this Agreement, and hereby voluntarily consents to CBRE | The Boulos Company acting as a Disclosed Dual Agent.

Yes No

CBRE | The Boulos Company and Seller each agree that this property is to be offered without regard to age, race, color, religion, sex, handicap/disability, familial status (families with children), sexual orientation, or national origin.

Seller(s) _____ Date: _____ SS# or Tax ID#: _____
Town of Falmouth

Seller's Mailing Address: _____

Broker _____ Date: _____
By: Craig S. Young, CCIM, Partner
CBRE/The Boulos Company

A PROPERTY CONDITION DISCLOSURE FORM ACCOMPANIES THIS AGREEMENT

**PROPERTY DISCLOSURE ADDENDUM
(Non-Residential Properties)**

TO BE DELIVERED TO BUYERS PRIOR TO OR DURING PREPARATION OF OFFER

REAL ESTATE: 44 Allen Avenue Extension, Falmouth, ME

SELLER: Town of Falmouth

To the best of Seller's knowledge (check one):

No underground storage facility for the storage of oil or petroleum products exists on the premises.

An underground oil storage facility exists on the premises which is subject to regulation by the Maine Department of Environmental Protection under 38 M.R.S.A. §561, et seq., State of Maine Registration No. _____ . The underground facility _____ has _____ has not been abandoned in place.

Pursuant to Chapter 330 of the Rules of the Maine Real Estate Commission, _____ (Licensee) discloses that the above-referenced Seller is making no representations regarding current or previously existing known hazardous materials on or in the Real Estate described above, except as follows:

(attach additional sheets as necessary)

You are encouraged to seek information from professionals regarding any specific hazardous material issue or concern.

The undersigned hereby acknowledge receipt of this Property Disclosure Addendum prior to the preparation of an offer to purchase the Real Estate.

Date: _____ Buyer: _____

Date: _____ Seller: _____