

One Party Agreement



N-1

Contract Date: _____

Brokerage Firm: _____ (“Broker”)

Address of Firm: _____

REALTOR®: _____

REALTOR®'s Email Address: _____

REALTOR®'s Phone # _____ REALTOR®'s Facsimile # _____

Seller(s): _____ (“Seller”)

Seller's Home Address: _____

Seller's Email Address: _____

Seller's Phone # _____ Seller's Facsimile # _____

1. **PROPERTY DESCRIPTION:** Seller is the owner of property located in the Village Township City of _____, County of _____, MI.

Street Address: _____

Legal Description/Tax Parcel ID: _____

(the “Property”).

SELLER WARRANTS THAT THE PROPERTY IS NOT PRESENTLY LISTED WITH A LICENSED REAL ESTATE BROKER OR ANY OTHER PARTY.

2. **REPRESENTATION:** Broker has a potential buyer (“Buyer”) for the Property, the identity of whom will be disclosed upon the execution of this Agreement. (Check one):

Seller hereby appoints Broker as his/her exclusive agent for purposes of marketing the Property to Buyer.

or

Seller acknowledges that Broker will exclusively represent the Buyer in this transaction. Broker is not representing Seller.

3. **TITLE/YEAR BUILT:** Seller represents title to the Property to be good and marketable title. In addition, (check one):

Seller represents and warrants that the Property was **built in 1978 or later** and that therefore the federally-mandated lead-based paint disclosure regulations **do not apply** to this Property.

or

Seller represents and warrants that the Property was **built before 1978** and that therefore the federally-mandated lead-based paint disclosure regulations **do apply** to this Property.

4. **COMMISSION:** If within _____ (_____) months of the date hereof, Seller sells all or a portion of the Property to Buyer, Seller agrees to pay Broker at closing a fee equal to \$ _____ and a commission equal to _____ % of the sale price.

5. **EXCLUSIVITY:** Seller shall deal exclusively with the Broker for all negotiations with Buyer during the term of this Agreement.

6. **ADVERTISING/SHOWINGS:** Seller acknowledges that Broker will NOT market or advertise the Property for sale. Seller grants Broker permission to show the Property only to the Buyer identified below; all showings to be by appointment only. Seller shall indemnify and hold harmless Broker and Broker's agents from any and all liability for any reason as a result of injury to persons or damage or loss to property arising out of the showing of the Property.

7. **SUBSEQUENT LISTINGS:** Seller's commission obligation hereunder shall apply regardless of whether Seller subsequently lists the Property with another licensed real estate broker or any other party. Seller is advised that if Seller later

enters into a listing agreement to sell the Property with another real estate broker or any other party, Seller should exclude Buyer from said listing agreement. Failure to do so could result in Seller being responsible for two commission payments.

8. **NON-DISCRIMINATION:** It is agreed by the Broker and the Seller, parties to this Agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status or marital status by said parties in respect to the sale of the Property is PROHIBITED. Local ordinances may offer protection against additional discrimination.

9. **SELLER DISCLOSURE:** Seller agrees to provide Buyer with a "Seller's Disclosure Statement" prior to accepting a Buy and Sell Agreement from the Buyer, unless the transaction is exempt under Michigan law. Seller agrees to release and hold harmless Broker and its agents from any liability arising as a result of Seller's failure to comply with Seller's disclosure obligations at law, such obligations to include, but not be limited to, reasonable attorneys' fees and costs.

10. **ELECTRONIC COMMUNICATION:** The parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered by electronic mail or by fax via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

11. **OTHER:** _____

12. **CANCELLATION:** This Agreement can be CANCELLED or REVOKED only by mutual consent in writing.

13. **RECEIPT:** Seller has read this agreement and acknowledges receipt of a completed copy of this Agreement.

Accepted by:

(REALTOR®) (Seller)

For:

(Broker) (Seller)

DISCLOSURE OF IDENTITY OF BUYER

Broker and Seller agree that the term "Buyer" as used in the above-referenced Agreement shall mean:

and his/her/their spouse or other immediate family member and any entity in which he/she/they have a controlling interest.

Accepted by:

(REALTOR®) (Seller)

For:

(Broker) (Seller)

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