

NON-EXCLUSIVE RIGHT TO SELL REAL ESTATE AGREEMENT

In consideration of the services of the undersigned licensed Real Estate Broker [“Broker”], the Bay County Library System [“The Library”] hereby lists with Broker, but not exclusively, the real property [“Property”] located at _____, Bay County, Michigan, and legally described as:

The Library hereby grants Broker the non-exclusive right to sell the Property at the price and on the terms set forth herein, or at such other price and terms as may be accepted by the Library Board. Broker agrees to use its best efforts to find a purchaser for the Property, including disseminating and distributing sales information concerning the Property to members of the Bay County Realtor Association. The Library hereby grants to Broker the non-exclusive right to sell the Property from the date of this Agreement to 5:00 p.m. on _____, 200__.

The sale is to include all buildings, structures, fixtures and appurtenances, except:

SALES PRICE: The sales price shall be \$_____

LIBRARY POLICY: All listings and sales of the Property shall be expressly subject to and fully comply with the Library’s Disposition of Library Owned Real Property Policy, unless modified or waived by the Library Board. The refusal by the Library to sell to a prospective purchaser because of any condition, provision or reason set forth in the Policy shall not constitute a default or breach of this Agreement.

COMMISSION: In case of a sale by the Library to any party with whom the Broker negotiated during the term of this listing and whose name was disclosed in writing to the Library by Broker prior to the expiration of this Agreement or any extension thereof, the Library agrees to pay Broker a commission of _____ (___%) percent of the sale price. No commission shall be paid if the subsequent sales agreement is not signed within three (3) months after this listing expires, anything to the contrary contained herein notwithstanding.

DEFAULT: If Broker produces a purchaser who is ready, willing and able to purchase the Property on the terms and conditions set forth herein and if the sale is not consummated because of the Library’s refusal to perform, then the full commission price shall be due and payable to Broker. If the sale is not consummated because of the purchaser’s failure to perform and the purchaser’s deposit is forfeited, the Library agrees that the deposit shall be first applied to reimburse the Broker for all expenses incurred by the Broker on the Library’s behalf, with the remainder of the deposit being paid to the Library.

PARTICIPATION OF OTHER BROKERS: Broker may offer a portion of the total commission to another broker as compensation for the cooperating broker producing an acceptable offer to purchase while acting as a Buyer’s Agent, as defined in the Michigan Real Estate Brokers Act.

TITLE: Unless otherwise set forth in a writing approved by the Library Board, the Property shall be sold "AS IS". Broker shall provide a copy of the Disclaimer Regarding Library Owned Real Property (Attachment A to the Policy) ["Disclaimer"] to every prospective purchaser; attach the Disclaimer to all listing, sales and other documents related to the prospective sale or transfer of the Property; and have the Disclaimer executed by all of the purchasers of the Property and attached to the purchase agreement.

SHOWING THE PROPERTY: The Broker is authorized to place a "For Sale" sign on the Property. The "For Sale" sign shall comply with all applicable ordinances. Broker shall have access, during reasonable hours, to the buildings on the Property for the purpose of showing the Property.

POSSESSION TO PURCHASER: Purchaser will be given possession of the property immediately upon electronic transfer of funds, otherwise 10 days from the date of closing the sale.

DISCLOSURE OF EXISTING CONTRACTS: Broker shall disclose the existence of an accepted offer to any other broker seeking cooperation. Broker may, in response to inquiries from prospective purchasers, Buyer's Agents or cooperating brokers, but only with the approval of the Library, disclose the existence of pending offers on the Property or divulge the contents of those pending offers.

NON-DISCRIMINATION CLAUSE: It is agreed by Broker and the Library that discrimination because of religion, race, color, national origin, age, sex, disability, familial status, or marital status on the part of any broker, real estate salesperson, seller, or lessor is prohibited.

Dated this ____ day of _____, _____.

BAY COUNTY LIBRARY SYSTEM

Director

Dated this ____ day of _____, _____.

BROKER
