MISTER NEW YORK REAL ESTATE

Exclusive Right to Sell Agreement

Commercial Property · Seller

Important: This is a legally binding agreement. Read it carefully. You may wish to have your attorney review it before signing. Commission rates and terms are not set by law and are negotiable.

1. Parties

This Agreement is made on _____, 20_____ between _____ ("Seller"), whose address is _____, and **Bradley Poster, Licensed Real Estate Broker, d/b/a Mister New York Real Estate** ("Broker"), 516-451-1776, info@misternewyork.com, broker office address _____.

2. Property

Seller gives Broker the exclusive right to sell the commercial property at _____ (the "Property"), Section _____ Block _____ Lot _____, described as: [ ] Retail [ ] Office [ ] Industrial/Warehouse [ ] Mixed-use [ ] Multifamily (5+ units) [ ] Land [ ] Other _____.

Included in the sale: _____. Excluded: _____.

3. Term

This Agreement begins on _____ and ends at 11:59 p.m. on _____ (the "Term").

4. Asking Price

Asking price: $_____, or any other price and terms Seller accepts in Seller's sole discretion.

5. Broker's Services

Broker will use reasonable efforts to sell the Property, including: suggesting an asking price based on comparable sales and market information (this is not an appraisal); marketing the Property online and through Broker's network, including photos, listing sites and, if Seller allows, signage ([ ] signage allowed); arranging showings by appointment; presenting all offers; negotiating price and terms on Seller's behalf; and keeping Seller updated through closing. Seller's attorney prepares and reviews the contract of sale.

6. Commission

Seller will pay Broker a commission of _____% of the gross sale price, [ ] or $_____ flat fee, if during the Term the Property is sold or Seller signs a contract to sell it to anyone, whether found by Broker, Seller or anyone else. The commission is earned and payable at closing of title. If Seller refuses to close or defaults on a signed contract, the commission is still due.

If the Property is leased instead of sold during the Term, Seller will pay Broker _____% of the total base rent for the initial lease term.

7. Protection Period

If within _____ days after the Term ends the Property is sold or contracted for sale to anyone who was introduced to the Property, or negotiated for it, during the Term, the commission above is due. Broker will give Seller a written list of those people within 10 days after the Term ends. This does not apply if Seller has signed an exclusive agreement with another licensed broker after the Term.

8. Seller's Duties

Seller will refer all inquiries to Broker; give Broker reasonable access to show the Property; provide accurate information about the Property, including rent rolls, leases, expenses, taxes and any known violations or environmental conditions; and confirms that Seller owns the Property and has authority to sell it.

9. Deposits

Any down payment will be held in escrow by Seller's attorney or as the contract of sale provides.

10. Cooperation with Other Brokers

Broker may work with other licensed brokers. Any commission due to a cooperating broker will be paid by Broker out of the commission in this Agreement, unless Seller agrees otherwise in writing.

11. Agency and Dual Agency

Broker represents Seller in this transaction. Broker will not act as agent for the other party in the same transaction (dual agency) unless Seller gives informed written consent. Seller consents to dual agency: [ ] Yes [ ] No Initials _____

12. Equal Opportunity

Broker and Seller will comply with all federal, New York State and local anti-discrimination laws. Broker will not take part in any discrimination based on any characteristic protected by law.

13. Information Provided

Seller confirms that information given to Broker is true to the best of Seller's knowledge, and will tell Broker promptly of any changes. Broker may rely on that information. Broker does not give legal, tax, engineering, environmental or appraisal advice; Seller should consult the appropriate professionals.

14. General

This is the entire agreement between the parties and may only be changed in writing signed by both. It is governed by the laws of the State of New York. If any part is found unenforceable, the rest remains in effect. Signatures delivered electronically or by PDF are valid. Broker will give Seller a copy of this Agreement once signed.

15. Additional Terms

_____

_____

_____

SELLER

_____

Signature

_____

Print name and title (if signing for a company)

_____

Company name (if any)

_____

Date

BROKER

_____

Bradley Poster, Licensed Real Estate Broker
Mister New York Real Estate

_____

Date

516-451-1776 · info@misternewyork.com · misternewyork.com

Sample agreement provided by Mister New York Real Estate. It is not legal advice. Have your attorney review it before signing. Form version 11/2026.