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Updated July 11, 2022A New York real estate agent listing agreement is a written contract between a real estate broker and an individual in the market to sell a piece of property. Once a listing agreement is signed, the individual becomes the agent's client, and the agent must represent their client to the best of their ability in an attempt to procure a fair offer for the property. This obligation is mutually beneficial, as the agent will receive a commission (percentage of the sale price) once the sale is finalized. It's important that clients understand that they are able to negotiate the terms of the commission/fee before the agreement is signed. The agent should receive a fair percentage but only if the sale is finalized and the appropriate efforts have been made on their part. Agency Disclosure Form (RPP § 443) - New York real estate agents must provide all potential clients with the standardized agency disclosure form set forth in Section 443 of Real Property Law. Dual Agency (RPP § 443) - Dual agency is permitted as long as both parties provide written consent. Agent's obligations remain relatively similar, however, some fiduciary duties will change. Property Disclosure Statement (RPP § 462) - A seller of real property must deliver to the buyer or buyer's agent a copy of this standardized disclosure statement. Search a Licensee - Find a real estate agent in New York by name, license number, city, or county. MLS Version New York MLS Exclusive Right to Sell Listing Agreement - Adobe PDF New York Commission Agreement COMMISSION AGREEMENT This Commission Agreement ("Agreement") is between _____ ("Company") and _____ ("Agent"). In consideration of the mutual agreements and covenants herein contained, the parties hereto agree as follows: 1. AGENCY: The Company appoints the Agent as its _____ exclusive agent or _____ non-exclusive agent for the following purposes: _____

2. INDEPENDENT CONTRACTOR: This Agreement shall not render the Agent an employee, partner, or joint venturer with the Company for any purpose. The Agent is and will remain an independent contractor in his or her relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Agent's compensation hereunder. The Agent shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. 3. DUTIES: The following duties shall be required of Agent: _____

4. INSURANCE: The Agent will carry liability insurance (including malpractice insurance, if warranted) relative to any service that he or she performs for the Company. 5. COMMISSION: For the Agent's services, the Company shall pay the Agent the following commission percentage: _____ % of the Agent's total sales. _____ [Provide additional details if necessary.] 6. EXPENSES: _____ Not applicable or _____ As part of the compensation to the Agent, the Agent shall also be reimbursed for the following expenses: _____ [Describe all expenses for which the Agent may be reimbursed.] The Company shall not be obligated to reimburse the Agent for any additional expenses incurred in the performance

of services pursuant to this Agreement unless agreed in writing by the Company in advance. 7. TERM: Unless renewed, this Agreement expires at midnight on _____ [date]. 8. RENEWAL: _____ Not applicable or _____ This Agreement shall automatically renew for increments of _____ days or _____ one month or _____ one year, unless either party gives _____ days written notice to the other party of his or her intent not to renew. Notice shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows: If to the Company to: _____ [Agent's Address] The parties shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. 9. EXCLUSIONS: _____ Not applicable or _____ Excluded from this Agreement are all existing written agreements in place at the time of the execution of this Agreement with other agents. 10. MODIFICATION: This Agreement may not be modified except by amendment reduced to writing and signed by both Company and Agent. No waiver of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach thereof. 11. ENTIRE AGREEMENT: This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the parties. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in the Agent's duties or commission will not affect the validity or scope of this Agreement. 12. GOVERNING LAW; CONSENT TO PERSONAL JURISDICTION: THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. AGENT HEREBY EXPRESSLY CONSENTS TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF NEW YORK FOR ANY LAWSUIT FILED THERE AGAINST THE AGENT BY THE COMPANY ARISING FROM OR RELATING TO THIS AGREEMENT. 13. SEVERABILITY: If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect. 14. HEADINGS: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof. 15. ATTORNEY FEES: In the event that this Agreement becomes subject to litigation between the parties hereto, the parties agree that the prevailing party shall be entitled to an award of attorney's fees, costs, and the prevailing statutory interest from the other party. 16. ADDITIONAL ACKNOWLEDGMENTS: Both parties acknowledge and agree that: (a) the parties are executing this Agreement voluntarily and without any duress or undue influence; (b) the parties have carefully read this Agreement and have asked any questions needed to understand the terms, consequences, and binding effect of this Agreement and fully understand them; and (c) the parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Agreement. 17. FURTHER DOCUMENT: If any other provisions or agreements are necessary to enforce the intent of this document, both parties agree to execute such provisions or agreements upon request. This Agreement, consisting of _____ pages, including this page, is entered into this the _____ day of _____, 20____. Company: _____ [Signature of Company Representative]

_____, [Typed or Printed Name of Company Representative] Agent: _____ [Signature of Agent] _____ [Typed or Printed Name of Agent] ACKNOWLEDGMENT STATE OF NEW YORK COUNTY OF _____ [Name of Company Representative] and _____ [Name of Agent], known to me to be the persons whose names are subscribed to the foregoing instrument, and _____ PERSONALLY came and appeared before me, the undersigned authority, on this day appeared _____ [Name of Company Representative] and _____ [Name of Agent], NOTARY PUBLIC My Commission Expires: _____ NY real estate commission law is an important legislation in the state's property market. Stakeholders in the real estate industry need to understand the provisions of this law and how it affects their activities. Should a Real Estate Broker Be Licensed in the State of New York? A real estate broker that wants to operate in New York must be licensed with the state. Can a Real Estate Agent or Salesperson Sue for a Real Estate Commission? Except in situations where the real estate broker assigns the real estate agent or salesperson the commission, the real estate agent or salesperson is not eligible to claim a real estate commission. What is the Appropriate Remedy for Real Estate Commission Motions? The appropriate remedy used in real estate commission motions is the summary judgment. In summary judgment, the suing party has to provide legally sufficient proof of entitlement. When Is an Employment Contract Established? An employment contract comes into effect when a property owner lists his/her building with the broker, and the latter goes about to find suitable buyers or tenants based on the owner's conditions. According to New York Law, if the service of a real estate broker is used without any agreement that limits the earning of a commission, the broker shall be entitled to a commission when he provides a lessee who is capable and ready to sign a lease agreement on the terms of the lessor. This provision can be applied to sales and lease transactions. When Can a Broker Earn a Commission? A broker can only earn a commission if he arranged a successful transaction. He can't earn a commission by simply introducing the prospects or showing them the property. Is a Written Commission Agreement Required? A written commission agreement is not required, but it is encouraged. Licensed real estate brokers and salespersons are exempted from having written commission agreements under General Obligations Law section 5-701 (10). How Can an Employment Contract Be Established? A contract agreement can be established in the following circumstances: Where an agreement does not exist, the establishment of an employment contract is achieved by evidence proving the broker's labor or acceptance of the broker's efforts towards the transaction. Regardless of the existence or absence of an agreement between the broker and the principal, the broker is entitled to some compensation if the principal benefits from the services of the real estate broker in situations where it's not justifiable to deny him payment. The parties to a lease cannot assume that the broker is working for free, and they already understand that the broker is entitled to some relief by accepting his services. The broker has accomplished his task when he procures a lessee for the lessor, and both parties agree and sign a lease agreement. Thus, the broker is entitled to a commission. Where a commission agreement has been signed between the principal and the broker as compensation for the latter's services, the broker can claim summary judgment for a commission as a third-party beneficiary of the lease or contract. How Can Real Estate Broker Commission Contract Be Implied? The circumstances surrounding the transaction will determine whether a real estate broker commission will be implied. If an express commission agreement already exists, then the contract cannot be implied. A broker cannot rely on the principle of ratification to claim commission simply because a seller accepted the result of an unsolicited service. Before a contract can be implied to allow the broker to claim compensation, the broker must have provided his services in such a way that the beneficiary understands that the services were being performed on their behalf. Are You Entitled to a Reasonable Commission? The seller is not obliged to compensate the broker if he voluntarily produced a buyer. The seller must understand that the real estate broker is working on their behalf in return for compensation. Also, the seller must have shown that he accepts the services of the broker. If the agreement between the parties does not specify the amount to be paid as commission, the broker will receive fair and reasonable compensation for his labor. If a contract was not signed, the broker is entitled to a reasonable amount of compensation worth his effort for setting up the deal. If you need help with NY real estate commission law, you can post your legal need on UpCounsel's marketplace. UpCounsel accepts only the top 5 percent of lawyers to its site. Lawyers on UpCounsel come from law schools such as Harvard Law and Yale Law and average 14 years of legal experience, including work with or on behalf of companies like Google, Menlo Ventures, and Airbnb.

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