

NON-EXCLUSIVE RIGHT TO SELL REAL ESTATE AGREEMENT

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

The City 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 City Commission. 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 City 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 \$_____.__.

CITY POLICY: The Property has been declared "Surplus Real Property" in accordance with the City's Policy for the Disposition of City Owned Surplus Real Property ["Policy"], which is attached hereto and incorporated herein in its entirety. All listings and sales of the Property shall be expressly subject to and fully comply with the Policy, unless modified or waived by the City Commission. The refusal by the City 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 City to any party with whom the Broker negotiated during the term of this listing and whose name was disclosed in writing to City by Broker prior to the expiration of this Agreement or any extension thereof, the City 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 City'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 City agrees that the deposit shall be first applied to reimburse the Broker for all expenses incurred by the Broker on the City's behalf, with the remainder of the deposit being paid to the City.

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 City Commission, the Property shall be sold "AS IS" with any conveyance by a quit claim deed or a land contract (which provides for the subsequent conveyance by quit claim deed) prepared by the City. Broker shall provide a copy of the Disclaimer Regarding City Owned Surplus 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 city 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 _____ days from the date of closing the sale / on the closing date (select one).

DISCLOSURE OF EXISTING CONTRACTS: Broker shall disclose the existence of an accepted offer to any other broker seeking cooperation. Broker may, in response to inquires from prospective purchasers, Buyer's Agents or cooperating brokers, but only with the approval of the City, 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 City that discrimination because of religion, race, color, national origin, age, sex, disability, familial status, or marital status on the part of the any broker, real estate salesperson, seller, or lessor is prohibited.

Dated this ____ day of _____, 200__.

CITY OF BAY CITY

Michael J. Buda, Its Mayor

Dated this ____ day of _____, 200__.

BROKER
