

If a sales contract is ratified before this Agreement expires, providing for settlement beyond the Listing Period, the terms hereof shall be extended automatically until final disposition of the sales contract.

**6. BROKER'S FEE:**

A. **Fee:** Seller agrees to pay to Broker 6.0 % of the sale price or \$ N/A (strike one) as broker's fee ("Broker's Fee"). The amount of Broker compensation is stated in this Contract and is not prescribed by law or established by any membership organization with which the Broker is affiliated. Seller acknowledges that Broker's Fee shall be earned and payable in the event that:

(1) Seller enters into a sales contract during the listing period, with any buyer procured by seller, listing broker, or his sales associates, or other brokers or their sales associates, or any other buyer, provided the buyer performs and settles on said contract.

(2) Further, such Broker's Fee shall be paid if the Property is sold, exchanged, conveyed, or otherwise transferred within 60 days after the expiration of the Listing Period or termination of this Agreement (the "Protection Period") to anyone to whom the Property has been shown by Broker or anyone else, including the Seller, during the Listing Period, unless a valid listing agreement is entered into during the term of said Protection Period with another licensed real estate broker.

B. **Authority to Cooperate With and Compensate Other Brokers:** Seller authorizes Broker to cooperate with other brokers as subagents of Broker ("Subagents") and/or as brokers retained by prospective buyers to represent buyer's interests ("Buyer Agents and Dual Agents"). Broker shall pay to Subagent, who has earned and is entitled to share in the Broker's Fee, 1.000 % of the Sales Price. Broker shall pay to any Buyer Agent or Dual Agent who has earned and is entitled to share in the Broker's Fee 3.000 % of the Sales Price.

C. **Payment of Broker's Fee:** Payment of Broker's fee is due at Settlement. Settlement is a condition precedent to Seller's obligation to pay the Broker's Fee unless Seller, after contract acceptance, fails to perform or is otherwise in default of the sales contract. In such case, the Broker's entire fee is due no later than the agreed settlement date.

D. **Forfeiture of Deposit:** If the Deposit is forfeited, or if there is an award of damages by a court or a compromise agreement between the Seller and Purchaser, the Broker may accept and the Seller agrees to pay the Broker one-half of the Deposit in lieu of a broker's fee (provided Broker's share of any forfeited Deposit will not exceed the amount which would have otherwise been due at Settlement).

E. **Default by Buyer:** If Seller enters into a contract with a Buyer during the original listing period, and Buyer subsequently defaults, then the original listing period is extended by the number of days property was under contract.

F. **Attorney's Fees:** If Broker prevails in any action brought to obtain payment of the Broker's Fee, Broker shall also be entitled to recover in such action Broker's reasonable attorney's fees and court costs.

7. **AGENCY:** The State of Maryland and Washington, DC have each adopted specific laws governing the disclosure of agency relationships and dual agency (i.e., the situation where the listing and selling agents are associated with the same broker). For this reason, all applicable jurisdictional Agency disclosure forms have been made available to Seller who acknowledges receipt of those checked below:

**Maryland**

- Understanding Whom Real Estate Agents Represent
- Consent For Dual Agency

**Washington, DC**

- Disclosure of Dual Representation and Disclosure of Use of Designated Representative

**8. AUTHORIZATIONS:**

A. **Sign:** Seller authorizes Broker to install a "For Sale" sign on the Property, in accordance with applicable zoning ordinances and community association regulations.

B. **Marketing:** Seller authorizes Broker to market Property, including use of address and interior and exterior photographs, in mediums which may include, but not be limited to publications, the multiple list system (MRIS), Brokers' web sites and those of other MRIS authorized users, at Broker's discretion. Seller acknowledges that Broker is bound by the bylaws, policies and procedures and rules and regulations governing MRIS. Seller hereby authorizes Broker to report any contract of sale with sales price and terms of sale to MRIS for dissemination, in accordance with MRIS rules and policies.

**9. DISCLOSURE OF MATERIAL FACTS:**

A. **Indemnify:** Seller agrees to indemnify, save, and hold Broker and his sales associates harmless from all claims, complaints, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller or from Seller's failure to disclose any material facts.