COLONIAL COMMERCIAL REALTY, INC.
A COLONIAL COMPANY Since 1956
2000 Interstate Park Center, Suite 300
Montgomery, Alabama 36109
(334) 270-6700
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LISTING AGREEMENT

_____, (hereinafter referred to as Owner), hereby engages COLONIAL COMMERCIAL REALTY, INC. (hereinafter referred to as Agent), its successors and assigns, as Owner's exclusive agent, and Owner herein grants to Agent the sole and exclusive right to sell/lease the following described Property:

Said Property to be sold/leased at a price of $_____, and upon the following terms: _____, or at such other price or on such other terms and conditions as may hereafter be acceptable to Owner.

This Listing Agreement shall be for a period of_____(__) months, commencing on the effective date hereof and expiring on _____.

Agent is ___ authorized ___ not authorized to place its "For Sale" or "For Lease" signs on said Property.

Owner agrees to refer all prospects for, or persons inquiring about, the sale or lease of said Property to Agent and Agent shall conduct all negotiations for the sale or lease of said Property.

SALE

IN THE EVENT Agent procures a party ready, willing and able to purchase the Property upon the foregoing terms and conditions, or upon other terms and conditions acceptable to Owner, during the term of this Listing Agreement, then Owner agrees to pay to Agent a fee equal to_____percent (___%) of the Gross Selling Price agreed upon.

LEASE

Owner agrees to pay Agent a fee equal to the first month's rent plus an amount equal to _____ percent (___%) of the gross rental to be paid during the primary term of the Lease. In the event of any extension/renewal of the Lease, Owner agrees to pay Agent an additional fee equal to _____ percent (___%) of the gross rental to be paid during the extension/renewal term of the Lease. In the event of an expansion of Lessee's space, Owner agrees to pay Agent an additional fee equal to _____ percent (___%) of the gross rental to be paid for such expansion space during the primary or renewal term of the Lease. The lease fee is earned and is payable to Agent upon full execution of the Lease by Lessor and Lessee. In the event the Lessee, or its Assigns, purchases the Property, during the term of the Lease, or within six (6) months following the expiration of the Lease, or any extension/renewal thereof, Owner agrees to pay Agent a sales fee equal to _____% of such purchase price less the amount of lease fees paid by Owner to Agent for the Lease.

EXCHANGE

IN THE EVENT an Exchange of properties is negotiated involving said Property, Owner agrees to pay Agent a commission of _____percent (____%) of the then value of said Property. In any Exchange of this Property, permission is given to the Agent to represent and receive fees from both parties.

Owner further agrees to pay Agent the above stated commissions on any sale or lease of said Property negotiated within Six (6) Months after the expiration or termination of this Listing Agreement to any party to whom said Property was submitted by Agent (or the nominee, representative or affiliate of such party), during the period of this Listing Agreement.

In consideration of this Listing Agreement, Agent agrees:

A. To carefully inspect said Property and secure complete information regarding it.
B. To direct the efforts of Agent's organization in bringing about a sale or lease.
C. To advertise said Property as Agent deems advisable, at Agent's expense.
D. To furnish at all times additional information requested by any Realtor or Real Estate Broker and to assist cooperating brokers in closing a transaction on said Property when requested to do so.
E. To promptly pay any cooperating Broker who sells or leases the Property for his/her services.
F. To keep Owner informed as to the progress being made toward consummation of a transaction.

If an attorney is engaged by Agent to enforce its rights under this Listing Agreement, Owner agrees to pay a reasonable fee of such attorney and Owner also agrees to pay all court costs, other costs and expenses that may be incurred by Agent in enforcing its rights hereunder.

Agent is authorized to accept on behalf of Owner a non-interest bearing deposit, which may be applied against the sale price or lease price, which deposit may be placed in any bank pending consummation of the sale or lease, without liability on Agent's part in the event of failure or suspension of said bank. In the event Purchaser or Lessee fails to perform and the deposit(s) is retained, 50% thereof, but not exceeding the Agent's fee as above computed, shall be paid to the Agent as full consideration for Agent's services including costs expended by Agent, and the balance shall be paid to Owner.

AGENCY DISCLOSURE AUTHORIZATION: Seller hereby appoints Colonial Commercial Realty, Inc. to act as its sole and exclusive Agent in the sale of the herein described Property and Seller understands that Colonial Commercial Realty, Inc. shall act as a fiduciary for Seller in its capacity therein.

AGREED: COLONIAL COMMERCIAL REALTY, INC.

BY:_____

DATE:_____

AGREED:_____

BY:_____

DATE:_____