

# Instructions

Thank you for your order! My name is Dan Demers and I will be hosting your listing.

I'm looking forward to helping you sell.

To complete the listing process, please provide the following:

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**Listing Forms (included):** Required by MA state law and MLS regulations. Please complete the Agency Disclosure and Listing Contract forms. You can fill in the blanks directly on this file.

**Electronic Signature Option:** Click in the signature box and follow the instructions to complete your electronic signature.

**Ink Signature Option:** Alternatively, you can print the forms and scan them back to me. A smart phone camera is sufficient. Text images of the completed forms to 774-265-0879, or e-mail them as attachments to dan@sellyourhomeservices.com.

**Property Information Form:** See document, provided separately.

**Photos:** Please e-mail at least one listing photo to dan@sellyourhomeservices.com.

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**Note:** This fillable .pdf packet is provided for your convenience. It is most compatible with Adobe Reader software, available for free download at <http://get.adobe.com/reader/>.

Be sure to download and then open this packet separately from your browser window, as many browser .pdf readers will not support the form filling and e-signature options.

I will keep an eye out for your information, and will have the listing up and running for you as soon as possible. Thanks!

**MASSACHUSETTS MANDATORY LICENSEE-CONSUMER RELATIONSHIP DISCLOSURE**

This disclosure is provided to you, the consumer, by the real estate agent listed on this form. Make sure you read both sides of this form. The reverse side contains a more detailed description of the different types of relationships available to you. This is not a contract.

**THE TIME WHEN THE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:**

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific property. The licensee can represent you as the seller (Seller's Agent) or represent you as the buyer (Buyer's Agent) and also can assist you as a facilitator.

**CONSUMER INFORMATION AND RESPONSIBILITY:**

Whether you are the buyer or seller you can choose to have the advice, assistance and representation of your own agent who works for you. **Do not assume that a real estate agent works solely for you unless you have an agreement for that relationship.** With your consent, licensees from the same firm may represent a buyer and seller in the same transaction. These agents are referred to as dual agents.

Also a buyer and seller may be represented by agents in the same real estate firm as designated agents. The "designated seller or buyer agent" is your sole representative. However where *both* the seller and buyer provide written consent to have a designated agent represent them then the agent making such designation becomes a "dual agent" for the buyer and seller. All real estate agents must, by law, present properties honestly and accurately. They must also disclose known material defects in the real estate.

The duties of a real estate agent do not relieve the consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance or land survey matters it is your responsibility to consult a professional in those areas. Real Estate agents do not have a duty to perform home, lead paint or insect inspections nor do they perform septic system, wetlands or environmental evaluations.

**RELATIONSHIP OF REAL ESTATE LICENSEE WITH THE CONSUMER**

(check one)  Seller's agent  Buyer's agent  Facilitator

IF A SELLER'S OR BUYER'S AGENT IS CHECKED ABOVE COMPLETE THE SECTION BELOW:

Relationship with others affiliated with Sell Your Home Services  
(Print name of real estate firm or business and license number)

(Check one)  The real estate agent listed below, the real estate firm or business listed above and all other affiliated agents have the same relationship with the consumer named herein (**seller or buyer agency, not designated agency**).

Only the real estate agent listed below represents the consumer named in this form (**designated seller or buyer agency**). In this situation any firm or business listed above and other agents affiliated with the firm or business do not represent you and may represent another party in your real estate transaction.

**By signing below I, the real estate licensee, acknowledge that this disclosure has been provided timely to the consumer named herein.**

Daniel J. Demers (signature of real estate agent) Daniel J. Demers (Printed name of real estate agent) 009520103/broker (License Number/Type) \_\_\_\_\_ (Today's Date)

By signing below I, the consumer, acknowledge that I have received and read the information in this disclosure.

\_\_\_\_\_  
(Signature of consumer) (Printed name of consumer) (Today's Date)

\_\_\_\_\_  
(Signature of consumer) (Printed name of consumer) (Today's Date)

Check here if the consumer declines to sign this notice.

## TYPES OF AGENCY REPRESENTATION

### SELLER'S AGENT

A seller can engage the services of a real estate agent to sell his property (called the listing agent) and the real estate agent is then the agent for the seller who becomes the agent's client. This means that the real estate agent represents the seller. The agent owes the seller undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provided, however, that the agent must disclose known material defects in the real estate. The agent must put the seller's interests first and negotiate for the best price and terms for their client, the seller. (The seller may authorize sub-agents to represent him/her in marketing its property to buyers, however the seller should be aware that wrongful action by the real estate agent or sub-agents may subject the seller to legal liability for those wrongful actions).

### BUYER'S AGENT

A buyer can engage the services of a real estate agent to purchase property and the real estate agent is then the agent for the buyer who becomes the agent's client. This means that the real estate agent represents the buyer. The agent owes the buyer undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provided, however, that the agent must disclose known material defects in the real estate. The agent must put the buyer's interests first and negotiate for the best price and terms for their client, the buyer. (The buyer may also authorize sub-agents to represent him/her in purchasing property, however the buyer should be aware that wrongful action by the real estate agent or sub-agents may subject the buyer to legal liability for those wrongful actions).

### (NON-AGENT) FACILITATOR

When a real estate agent works as a facilitator that agent assists the seller and buyer in reaching an agreement but does not represent either the seller or buyer in the transaction. The facilitator and the broker with whom the facilitator is affiliated owe the seller and buyer a duty to present each property honestly and accurately by disclosing known material defects about the property and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from a seller or buyer confidential. The role of facilitator applies only to the seller and buyer in the particular property transaction involving the seller and buyer. Should the seller and buyer expressly agree a facilitator relationship can be changed to become an exclusive agency relationship with either the seller or the buyer.

### DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate agent can be designated by another real estate agent (the appointing or designating agent) to represent either the buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate agent once so designated is then the agent for either the buyer or seller who becomes their client. The designated agent owes the buyer or seller undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provided, however, that the agent must disclose known material defects in the real estate. The agent must put their client's interests first and negotiate for the best price and terms for their client. In situations where the appointing agent designates another agent to represent the seller and an agent to represent the buyer then the appointing agent becomes a dual agent. Consequently a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions which is required of an exclusive seller or buyer agent. The dual agent does not represent either the buyer or the seller solely only your designated agent represents your interests. The written consent for designated agency must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample designated agency consent is available at the Board's website at [www.mass.gov/dpl/re](http://www.mass.gov/dpl/re).

### DUAL AGENT

A real estate agent may act as a dual agent representing both the seller and buyer in a transaction but only with the express and informed consent of both the seller and buyer. Written consent to dual agency must be obtained by the real estate agent prior to the execution of an offer to purchase a specific property. A dual agent shall be neutral with regard to any conflicting interest of the seller and buyer. Consequently a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions which is required of an exclusive seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting for funds. The written consent for dual agency must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample dual agency consent is available at the Board's website at [www.mass.gov/dpl/re](http://www.mass.gov/dpl/re).

**Listing Contract**  
**Exclusive Agency to Sell Real Property**

Date: \_\_\_\_\_

This MLS Listing Agreement is made on the above date between:

(All Seller Names) \_\_\_\_\_ of  
(Seller Address) \_\_\_\_\_, ("Seller")

and

Daniel J. Demers dba Sell Your Home Services of 11 Margaret Dr. Norton, MA 02766, ("Broker").

**Property Address:** The address of the property to be listed, including city, state, and zip code is:

\_\_\_\_\_

**List Price:** The property will be advertised with an asking price of \_\_\_\_\_ dollars, upon the following terms:

**Listing Period:** The listing period begins the day the listing is activated in the MLS system. Unless otherwise noted, the listing term will extend for \_\_\_\_\_ months. The seller may request to remove the listing at any time - see Cancellation. If the property goes Under Agreement, the listing term will be extended to allow for the final sale to be recorded.

**Desired Start Date:** \_\_\_\_\_ Should any delays occur in activation, the full term of the listing will be honored using the actual start date.

**Compensation:** Seller has paid a Flat Fee of \$\_\_\_\_\_ to the originating referral company. Seller's MLS listing is a referral listing made to Broker (with the exception of listings ordered through Sell Your Home Services).

This fee is non-refundable upon activation of the listing in the Multiple Listing Service.

**Buyers Agent Cooperation:** Seller acknowledges that MLS rules require the Seller to offer a cooperating commission to a real estate agent who procures a buyer, ready, willing, and able to purchase the subject property. If Seller procures the buyer, no commission is due. Should Seller choose to accept an offer from a buyer represented by a buyers agent, this commission would be due at the time of closing, if and only if the final sale occurs. Once initial contact is made between the Seller and buyer's agent, this offer of commission is not negotiable, though Seller retains their right to reject or counter any offer to purchase.

Seller will offer \_\_\_\_\_ of the gross price at settlement to a buyers agent when applicable.

**Listing Service:** Broker agrees to submit the Seller's property listing to the Multiple Listing Service most appropriate for the seller's property location. Broker agrees to opt-in to available MLS syndication (see MLS Listing Syndication).

Broker's further responsibilities include:

- Updating listing information in a timely manner at the seller's request
- Displaying the Seller's contact information on the listing where possible, encouraging buyers to contact the Seller directly.
- Forwarding any property inquiries, showing requests, etc. directly to the Seller
- Maintaining open lines of friendly communication with all parties

While the Broker will assist in good faith with any Seller questions, detailed real estate advice and pricing advice are not included in this service.

**No Other Broker Contracts:** Seller will not list this property with another broker during this Contract's term, unless Seller first cancels this Contract.

**Limited Service / Entry Only Listing:** In the scope of real estate listings, this is considered a Limited Service Listing or Entry Only service. As such, this agreement does not establish a Seller Agency relationship, nor fiduciary duty. Seller will coordinate all aspects of the selling process outside of this MLS advertising service, including pricing the property, showing the property, receiving offers, negotiations, and general communication between parties. Seller is advised to have an attorney or title company hold the escrow moneys, subject to all MA laws and regulations. Seller is also encouraged to hire an attorney to review paperwork, provide advice, and assist with the final sale.

**Reporting Timeliness and Accuracy:** It is essential that the Seller informs the Broker of any change in listing status as soon as possible. MLS regulations require listing status updates to be made within 24 hours, and the Broker can be fined if changes are not made on time.

Seller agrees to fully reimburse Broker in the event that the Broker incurs a fine as a result of the Seller's failure to communicate a change in listing status. These changes include temporarily withdrawing the listing (not accepting showings for a period of time), having an accepted offer, signing a Purchase and Sale Agreement, and the final sale. We appreciate your timely communication in order to remain in compliance with MLS regulations.

We kindly request that any listing update requests be provided via e-mail or web form to ensure accuracy in writing.

Seller warrants that all property information provided is accurate to the best of their knowledge, and accepts full responsibility and liability for the accuracy of information provided.

Seller allows listing data in violation of MLS rules to be changed at the Broker's discretion.

**Real Estate Closing:** Seller will provide a copy of the signed HUD1 statement or equivalent to Broker on the day of settlement. Seller should indicate the upfront Broker fee on this form as "Paid Outside of Closing" or "POC," in accordance with the Real Estate Settlement and Procedures Act (RESPA).

**Seller will reveal material defects or environmental hazards** to buyers, including Lead Based paint if the property was built before 1978. A material defect is a problem or condition that:

- Is a possible danger to those living on the Property, or
- Has a significant, adverse effect on the value of the Property.

If the Seller is accused of failing to disclose known material defects and/or environmental hazards;

- Seller will not hold Broker or Licensee responsible in any way
- Seller will protect Broker and Licensee from any claims, lawsuits, and actions that result, including paying all of Broker's or Licensee's costs that result. This includes attorney's fees and court ordered payments or settlements (money Broker or Licensee pays to end a lawsuit or claim).

The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an EPA pamphlet entitled *Protect Your Family From Lead in the Home*. Seller assumes full responsibility for providing this to buyers. (The pamphlet is available for free download at [www.epa.gov](http://www.epa.gov)).

**Photos:** Seller must provide at least one photo of the property to be displayed on the listing. Photos provided may not have previously appeared on the Multiple Listing Service under a different broker, unless the broker gives their permission in writing.

**Cancellation:** Seller may cancel this contract at any time, under the following conditions. 1) Seller cancellation request must be in writing with all Sellers' signatures. 2) Seller may not cancel this Contract when an offer has been presented and the Seller has not replied in writing to the party making the offer. 3) Seller may not cancel this Contract if the Property is under contract (Sales Agreement). Seller must first reject any offers and/or be released from a Sales Agreement before the listing is canceled. The intent of this Paragraph is to prevent claims from cooperating brokers for a due commission not being paid. Broker will notify Seller via email when the cancellation has been completed.

**MLS Listing Syndication:** The Multiple Listing Service syndicates listings to a variety of real estate search websites. Please note that syndication partnerships are subject to change and cannot be guaranteed. Broker has limited control over the layout of information on these websites, including which information fields are taken from the full listing. It is our experience that MLS syndication is the most comprehensive, efficient, and cost-effective method of posting your property listing just about everywhere buyers are searching.

**Third Party Disputes:** In the event an aggrieved party files an arbitration claim or lawsuit against or in any way involving Broker that seeks payment of a commission or money damages in connection with the sale or attempted sale of the Property, Seller agrees to indemnify, defend, and hold Broker harmless from, and aid Broker in defense of any such claim or lawsuit. If Seller fails, for any reason, to fulfill its Duty to Defend, Broker may seek indemnity, contribution, and/or reimbursement from Seller for all costs incurred as a result of the claim or lawsuit, including attorney's fees as well as recovery of all costs of collection thereof, including but not limited to attorney's fees, collection agency fees, court costs, and expenses.

Seller agrees to fully indemnify Broker from any legal action, including all tort actions (such as "slip and fall" accidents, theft, property damages, etc. caused by third parties) related to the showing of the Seller's property.

**Equal Housing Opportunity:** Seller acknowledges that this property is offered in compliance with federal, state, and local anti-discrimination laws.

Federal and state laws make it illegal for Seller, Broker, or anyone to use RACE, COLOR, RELIGION, or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

Seller also acknowledges that many jurisdictions have stricter laws that extend protection to political beliefs, income, sexual orientation, affectional orientation, and other factors. Seller agrees to investigate and comply with all laws regarding discrimination.

**Electronic Signatures:** For convenience purposes, Seller may choose to execute this agreement with an electronic signature. Broker and Seller agree that an Electronic Signature of any document executed through Broker's website ratification system will be binding on both Broker and Seller, and will be treated for all intents and purposes as if it was physically signed. "Electronic Signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. Seller hereby consents to the use of third party electronic signature capture service providers as chosen by Broker. Forms not executed through Broker's website ratification system may not be electronically signed, unless an exception is granted by Broker.

If Seller wishes to e-sign, e-mail addresses for e-signing purposes are as follows:

Seller 1 E-mail:

Seller 2 E-mail:

I the Seller warrant that I am the legal owner of the property or have the authority to execute this contract. I acknowledge that I have read and understand this agreement, and have received a copy. In the event the property is owned by more than one person, all sellers must sign this listing agreement.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller 2 (if applicable)

\_\_\_\_\_  
Broker

**Note:** For any questions related to this agreement or any other aspect of this service, please visit our Frequently Asked Questions page at <http://www.sellyourhomeservices.com/faqs>