

MLS Listing Packet

- New York Listings -

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:

Listing Forms (included): Required by NY state law and MLS regulations. Please complete the Disclosure Form 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. Save this completed file (File -> Save As), and e-mail it as an attachment to dan@sellyourhomeservices.com.

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 508-952-0541, 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.

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!



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Dan Demers (print name of licensee) of Sell Your Home Services, LLC (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

(☒) Seller as a (check relationship below)

(☐) Buyer as a (check relationship below)

(☒) Seller's agent

(☐) Buyer's agent

(☐) Broker's agent

(☐) Broker's agent

(☐) Dual agent

(☐) Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

(☐) Advance informed consent dual agency

(☐) Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form: signature of { ☐ } Buyer(s) and/or { ☒ } Seller(s):

Date: _____

Date: _____

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

Sell Your Home Services, LLC, registered at 90 State St. Suite 700 Office 40, Albany, NY 12207 ("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 until the settlement date.

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, LLC). This fee will be considered non-refundable upon listing entry into the Multiple Listing Service.

Buyers Agent Cooperation: Seller acknowledges that they are required to offer a cooperating commission to another broker who procures the buyer. Other brokers will be paid this commission acting only as a buyer's agent. If Seller procures the buyer, no commission is due. If applicable, Seller will pay _____ of the gross price at settlement to the Broker or title company. Broker will instruct for the entire selected percentage to be passed through to the broker who procures the buyer. 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 any offer to purchase.

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 Third Party Website 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 Listing: In the scope of real estate listings, this is considered a Limited Service Listing or MLS 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 NY laws and regulations. Seller may elect the Broker to hold escrow moneys for a fee of \$100.

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.

Seller will provide Broker with a copy of the signed HUD1 statement or equivalent on the day of settlement.

All listing update requests be provided via e-mail or web form to ensure accuracy and permission in writing.

Seller warrants that all property information provided is accurate to the best of their knowledge. Seller will fully reimburse the broker for any damages, fines, or liabilities that arise as a result of providing inaccurate information.

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).

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.

Third Party Website 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, and contact information. 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.

Definition of Exclusive Agency: New York State requires Broker to provide Seller with the definition of the term "Exclusive Agency." New York State's definition is as follows: "An 'exclusive agency' listing means that if you, the owner of the property, find a buyer for your house, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker."

However, based on the terms of this contract, the only commission due at settlement will be to the buyer's broker (if applicable), as mentioned in the "Buyers Agent Cooperation" paragraph.

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: 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. The terms used in this Listing Agreement, including but not limited to Electronic Signature should be construed in accordance with the Uniform Electronic Transaction Act as adopted by the state of Pennsylvania. 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 at Broker's discretion. Seller may elect to print and sign the form in ink. If Seller wishes to e-sign, e-mail address 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>