

Please sign, scan and email to Savemorerealty@comcast.net

EXCLUSIVE AGENCY LISTING AGREEMENT

I/We: _____
("OWNER"), hereby grant to: Andrew Sansone, SaveMore Realty, a Real Estate Broker licensed under the laws of the Commonwealth of Massachusetts ("BROKER"), the EXCLUSIVE AGENCY to sell the property described
As
(address): _____

City _____ MA Zip _____

("REAL PROPERTY") on the following terms and conditions:

1. **Owner's Duties and Representations.** The BROKER is granted the right to sell the PROPERTY, as the OWNER'S exclusive agent, during the term of the Agreement and to cooperate in marketing the PROPERTY, including completing UFFI, lead paint (for residences built before 1978) and other forms. If the PROPERTY is sold to a buyer procured by the BROKER the commission described in paragraph 3 shall be due. The OWNER reserves the right to sell the PROPERTY himself during the Listing Period without owing a fee, if the OWNER places the PROPERTY under agreement with a Buyer, the OWNER shall notify the BROKER promptly. The BROKER is authorized, and required: (a) to offer compensation to other licensed brokers as Buyer Agents or Facilitators in the amount of 2% And 1% to SaveMore Realty (Listing Broker) Total not to exceed 3%. (b) to place a listing for the PROPERTY in MLSPIN multiple listing service; (c) advertise the PROPERTY in such media as the BROKER may select; The OWNER authorizes the BROKER to disclose to prospective buyers all information about the PROPERTY provided to the BROKER by the OWNER, All of which the OWNER represents to be accurate. **The OWNER acknowledges receipt of an agency disclosure form** and, according to the Code of Ethics and Standards of Practice of the National Association of REALTORS, has been advised of (1) the broker's general company policies regarding cooperation with and compensation to, buyer's agents and other licensees; (2) the fact that a buyer's agent, even if compensated by the listing broker or seller will represent the interest of the buyer; and (3) any potential for the listing broker to act as a disclosed dual agent on behalf of the seller and buyer. The OWNER agrees to comply with all applicable fair housing laws.

LISTING PRICE: The listing price for the property shall be _____ dollars or such other price and terms as the owner may approve.

LISTING TERM: This agreement shall begin on _____ and end on _____ and may be extended by agreement.

3. **Broker Fee.** If within the term of this Agreement or any extension the PROPERTY is sold to a buyer introduced by the BROKER or the BROKER procures a buyer who is ready, willing and able to buy at a price and on the terms set forth herein or on such other price and terms as the OWNER may agree, the BROKER shall be due a fee of 3% of the purchase price, at closing when title passes. Said fee shall be split 2% to the (Buyer's Broker) AND 1% to SaveMore Realty, (Listing Broker) paid at the time set for closing fee may be deducted from amounts held as escrow agent. The aforesaid fee shall be due upon sale. Within 3 months after expiration of this Agreement or any extension if the property is sold to any person who is introduced to the PROPERTY during the aforesaid term or any extension, then the commission as described above will be due and payable except if the OWNER has entered into an exclusive agreement with another broker. If any deposit is retained by the OWNER as liquidated damages for default by the buyer under any agreement for sale of the PROPERTY, the BROKER shall be due one-half (1/2) of the amount so retained, but not more than an amount equal to the full commission that would have been paid to BROKER if a sale had been completed.
4. **Broker's Duties.** The Broker agrees to use reasonable efforts in marketing the PROPERTY and agrees to list the PROPERTY with the MLS PIN Multiple Listing Service. The BROKER is not hired as a property inspector, septic inspector, surveyor, tax advisor, or attorney and if such services are desired, OWNER should hire professionals.
5. **Additional Terms:**

Dated: _____

OWNER

OWNER

 **BaKER**

(2) OF (4)

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 SaveMore Realty 96461
(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.

[Signature] Andrew Sansone 96461 _____
(Signature of real estate agent) (Printed name of real estate agent) (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.



SaveMore Realty 18 Rindo Park Dr, Lowell, MA 01851
Phone: (978) 441 - 2004 Fax: (978) 482 - 0758



Andrew Sansone



Form No. 705 forms

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.

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.

PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

Required Federal Lead Warning Statement:

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
 - (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
 - (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (circle documents below). Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance
 - (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's or Lessee Purchaser's Acknowledgment (initial)

- (c) _____ Purchaser or lessee purchaser has received copies of all documents circled above.
- (d) _____ Purchaser or lessee purchaser has received no documents.
- (e) _____ Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.
- (f) _____ Purchaser or lessee purchaser has (check (i) or (ii) below):
 - (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (g) AS Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification, and is aware of his/her responsibility to ensure compliance.
- (h) _____ Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty or other structural materials and his or her obligation to bring a property into compliance with the Massachusetts Lead Law -- either through full deleading or interim control -- if it was built before 1978 and a child under six years old resides or will reside in the property.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>X</u> _____	Date	<u>X</u> _____	Date
Seller		Seller	
_____	Date	_____	Date
Purchaser		Purchaser	
_____	Date	_____	Date
Agent		Agent	

Address of Property / Unit _____

