

**AGREEMENT TO MARKET PROPERTY THROUGH THE
REALTOR MULTIPLE LISTING SYSTEM OF THE HUDSON
GATEWAY ASSOCIATION OF REALTORS**

In consideration of the services provided by Thomas S. Hennerty, (“Broker”), New York Licensed Real Estate Broker, license # 36HE1140165 for listing the property owned by _____’s (henceforth referred to as (“Seller”)) with the Realtor Multiple Listing System (HGMLS), the parties agree as follows:

1. **PROPERTY:** Seller represents that Owner is the legal titleholder to the Property commonly known as (Full Street Address) _____ and has the legal right to sell the Property. Seller agrees to offer for sale through the services provided by Broker the Property, fixtures and all improvements thereon. All personal property to be conveyed at the time of sale shall be listed by Seller in the Real Estate Sales Contract entered into between Seller and Buyer and shall be transferred free of any liens.

2. **SELLING PRICE:** The Property and all improvements are offered for sale at a selling price of \$ _____ Seller is solely responsible for determining the appropriate selling price of the property.

3. SELLERS OBLIGATIONS, STRATUS MLS INFORMATION AND VERIFICATION FORM:

- (a) Seller shall provide Broker with all the information requested and represents that said information is true and accurate to the best of the Seller’s knowledge. Seller is responsible for any and all inaccuracies contained in the information provided to Broker. Seller understands that Broker does not conduct any investigation of the Property to verify the information provided by Seller and is not responsible for the accuracy of the information.

- (b) Broker shall input the above referenced information with the local MLS. Broker shall complete a verification Form setting forth all of the information provided by Seller and as inputted on the MLS. Seller agrees to review, verify, sign and return the Form with corrections, if any, to Broker within 24 hours of receipt. Seller agrees to be responsible for any inaccuracies in the signed form. In the event Broker does not receive the signed Form within said time, Broker may remove the listing from the MLS until the form is received. Nothing contained herein shall serve to extend the term of this Agreement or entitle Seller to a refund of the service fee paid.

- (c) Seller agrees to make the Property available to MLS members at all reasonable hours for showing to prospective Buyers during the term of this Agreement.
- (d) Seller understands and accepts that Broker is not agreeing to find or obtain a Buyer for the purchase of Seller's Property and that the only service provided by it are those listed herein.

4. TERM:

- (a) The term of this Agreement shall commence on _____ and terminate on _____, not to exceed 180 days.
- (b) **SERVICE FEE:** Seller agrees to pay at the time of entering into this Agreement a service as outlined below for each term that this Agreement is in effect and listing Broker shall not be entitled to any commission or other compensation as a result of the sale of Seller's Property.

Plan 1 \$299 ** **Property listed by licensed broker** 180 day listing in the "Realtor MLS", MLSLI.com realtor.com, and many other participating websites** 30 photographs published in the MLS, photos supplied by owner** Initial phone consultation with listing broker** Free editing of listing during listing term** Recent sales information on comparable properties** Contracts, disclosures and other forms necessary to complete the transaction. **Fee paid at the time the listing goes active and approved by seller.**

Plan 2 \$2499 **Unlimited Consulting Services including marketing advice, contract negotiations, and complete guidance through the entire selling process with a licensed real estate broker with over thirty years experience ** Property listed by licensed broker** 180 day listing in the "Realtor MLS", MLSLI.com realtor.com, and many other participating websites** 30 photographs published in the MLS, photos supplied by owner** Initial phone consultation with listing broker** Free editing of listing during listing term** Recent sales information on comparable properties** Contracts, disclosures and other forms necessary to complete the transaction. **\$499 is paid at the time the listing goes active and approved by seller and the remaining \$2000 paid only at closing of the sale of the property.**

5. SELLER'S ACKNOWLEDGEMENT OF BROKER'S LIMITED

DUTIES ONLY FOR PLAN 1: Broker agrees to enter the information provided by Seller with the local MLS, and all affiliated websites during the term provided herein. This Agreement creates an Exclusive Agency Agreement to Market Seller's Property and limits the performance requirements of Broker as set forth herein. Broker is not representing Seller

as a full service Real Estate Agency but rather has limited obligations to Seller. Broker has no obligation to prepare or negotiate on Seller's behalf, a real estate contract for the sale of the Property. Seller acknowledges that selling the Property may be complicated and may require professional legal assistance. Seller agrees to obtain assistance, as Seller deems necessary. No other agreement, expressed or implied, shall be held to impose any greater relationship than set forth herein. Seller waives any claim or cause of action they may have against Broker, its directors, officers and employees arising as a result of any act or omission of Broker. Seller accepts the responsibility to comply with all ordinances, regulations and statutes pertaining to Seller's offer for sale and sale of the Property.

6. SELLER'S OBLIGATION TO COMPENSATE A BUYER'S BROKER:

(a) Seller agrees that in the event a licensed real estate broker is involved in presenting and procuring a Buyer to purchase the Property, Seller shall pay to said Buyer's Broker _____ of the sales price. Any change in the amount of commission paid to a cooperating broker must be in writing and agreed to by all parties including the listing broker, Thomas Hennerty.

(b) This Agreement permits the Seller/Owner of the property to sell the property to a purchaser not represented by a real estate broker or real estate agent, and in that event seller/owner would owe no additional fees or commissions. Buyer/purchaser must state in writing that he or she is not being represented by a real estate broker or agent with regard to the transaction with a copy sent to Broker

7. **BROKER SHALL NOT BE AN ESCROWEE:** Other than the service fee paid by Seller for Broker's services, Seller shall not tender to Broker or any broker/agent employed by Broker, at any time, any money for deposit or to hold on Seller's or Buyer's behalf. Seller shall not execute a sales contract, which stipulates or requires Broker to hold earnest money or a possession escrow.

8 CANCELLATION POLICY: Seller may cancel This Agreement at any time before the end of the term with 48-hour notice in writing or e-mail to tom@netrealtynow.com

9 DISCLOSURE: Seller acknowledges that the law may require Seller to provide a Buyer with a Residential Property Disclosure form or other similar forms requiring the disclosure of conditions or defects in the Property (i.e. and where applicable, lead based paint, termite, radon, environment, square

footage, etc.). Broker shall provide Seller with necessary disclosure forms at seller's request, otherwise seller is responsible for obtaining its own forms. Broker recommends that Seller consult with legal counsel concerning Seller's disclosure requirements or the completion of any disclosure form. Seller agrees to indemnify and hold Broker harmless for any violation of any ordinance, regulation, statute or law regarding Seller's disclosure obligations.

10 REPORTING SALE OF PROPERTY: Seller shall ensure timely reporting of the sale of the property as required by the MLS. Seller agrees to forward a copy of the Real Estate Sales Contract by facsimile or overnight express mail, next day delivery, within 48 hours after Seller and Buyer sign the Contract. Seller agrees to forward a copy of the final closing statement within 48 hours after closing.

11 FAIR HOUSING LAWS: Seller acknowledges pursuant to the Equal Housing Opportunity laws that Seller has a responsibility and a requirement not to discriminate in the sale of Property on the basis of race, color, religion, sex, handicap, familial status or national origin. Seller cannot instruct Broker to convey for you any limitations in the sale of the Property based upon any of the foregoing as Broker is also bound by the law not to discriminate.

12 MISCELLANEOUS PROVISIONS:

- (a) ENTIRE AGREEMENT: This Agreement contains the entire Agreement and may only be modified in writing signed by all parties hereto.
- (b) GOVERNING LAW: the laws of the state in which the Property being listed is located shall govern This Agreement.
- (c) SIGNATURES: The signatures of the parties on page three (3) of this Agreement confirm that the parties have read and accept all the terms and provisions to this Agreement.
- (d) BINDING: This Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective heirs, personal representatives, successors and assigns.

BROKER:

Authorized Representative
Thomas Hennerty
New York State Real Estate Broker
License # 36HE1140165
631/532-0983 (office)
703-581-8605(direct)

SELLER(S) OR PRINCIPAL(S):

SELLER

SELLER

631/693-3438 (fax)
tom@netrealtynow.com

DATE

ADDRESS

Email/Phone

DATE