

MASSACHUSETTS EXCLUSIVE FACILITATOR LISTING AGREEMENT (PAGE 1)

® = Required

For the purposes of this Agreement, The Entry Only Listing Service will also be referred to as "Entry Only" or "Agency".

In consideration of Agency's agreement to list and promote the sale of All Seller's property situated in municipality of

® _____, County of ® _____, Commonwealth of Massachusetts,
(Town) (County)

located at ® _____
(House/Lot #) (Street Name) (Street Suffix) (Unit #, if applicable)

The undersigned Seller, hereby gives the Agency the exclusive agency to sell or exchange said property at the price of

®\$ _____, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent.
(List Price)

Entry Only will offer ® _____ % (**Not less than 1%**) of contract price as compensation to a Buyer's Agency on behalf of the Seller, at Seller's expense. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, excluding the Seller, then Seller agrees to pay the full commission offered. If a Buyer is not represented by a Buyer's Agency then NO commission will be due.

This Agreement begins on ® _____ and will expire on ® _____, unless prior to such
(MLS Entry Date) (6 Months from MLS Entry Date)

expiration date the Seller places the property under any type of contract, in which case this Agreement will expire upon closing and/or transfer of title.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within three (3) months after the expiration or termination of this agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall terminate three (3) months from the expiration or termination of this agreement.

The Agency receives a fee of \$399 or a lesser fee if a discount has been offered by the Agency, prior to listing the Seller's property in the MLS. The property will be listed in the Massachusetts MLS-PIN (Property Information Network). Any fines from the MLS due to the Seller's negligence will be passed on to the Seller (i.e. failure to notify Agency of Pending Contracts, Sold Information, etc.).

SUBAGENCY: This Agency's policy is NOT to cooperate or share compensation with other agencies acting as subagents of you the Seller.

BUYER'S AGENCY: This Agency's policy is TO cooperate or share compensation with Buyer's Agents.

FACILITATORS: This Agency's policy is NOT to cooperate or share compensation with other agencies acting as Facilitators.

VARIABLE COMMISSION: This Agency's policy it TO compensate all other real estate brokerage agencies in the same manner.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other agency.

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- That Agency will not advocate for the interest of either party, unless otherwise indicated, and is not required to offer opinions regarding value, negotiation strategy or matters directly related to the Transaction or regarding either parties financial interests.
- To respond to all inquiries in a timely manner.
- To convey property by valid deed.
- To authorize advertising of the property.
- To authorize Agency to divulge the existence of offers on the property.
- To authorize publication of property in the MLS and use of information for marketing, appraisal and statistical purposes.
- To authorize the Agency to use and make exterior and interior photographs of said property in promoting its sale.
- To authorize inclusion of street address of the property on Internet display to the public.
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller acknowledges that the Agency is not an insurer against loss of damage to personal property.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property

Seller's Initials ® _____ / _____

The Uniform Electronic Transactions Act (UETA) - Section 7 (d) states "If a law requires a signature, an electronic signature satisfies the law."

Typing your Initials and/or Signature shall be considered your Electronic Signature and is as binding as a handwritten signature.

MASSACHUSETTS EXCLUSIVE FACILITATOR LISTING AGREEMENT (PAGE 2)

- Receipt of a copy of this agreement.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- That Seller Agrees to abide by all Fair Housing Acts and to perform the following actions, when appropriate, to complete the Real Estate Transaction: Provide Buyers with a Property Disclosure, Obtain a Smoke and Carbon Monoxide Detector Compliance Certificate from the Local Fire Department, Obtain a Final Water Reading & Bill, Provide Access to the Buyer's Appraiser/Inspector and any other appropriate actions necessary to complete your transaction.
- With time being of the essence, Entry Only agrees to enter all listings in the MLS within 24 hours based upon the time we receive the last of the following items: a *Signed Listing Agreement*, the *Appropriate Property Listing Input Form*, a *Lead Paint Disclosure*, if applicable, and *at least one Photo*.
- If a Seller does not provide the appropriate Property Listing Form then Entry Only will enter the listing based on the information on the Public Records Assessment and Sales Report. We recommend you provide as much detail as possible about your property.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- In no event shall the Agency receive any earnest money that is forfeited by a Buyer.

Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump, and electrical fixtures are included with the sale except for the following:

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement:

Other Conditions: _____

Seller acknowledges receipt of the "Massachusetts Mandatory Licensee-Consumer Relationship Disclosure" form.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or national origin.

® _____

Today's Date

Accepted by Jason Saphire *Jason Saphire* on behalf of The Entry Only Listing Service
Massachusetts Broker Licensee #: 9086666 Massachusetts Broker Office License #: 7360

® _____
Seller(s) Mailing Address

® _____
Seller(s) Phone Number Seller(s) Email Address Seller(s) Fax Number

® _____
Seller 1 - Signature Seller 2 - Signature (if applicable)

® _____
Seller 1 - Print Name Seller 2 - Print Name (if applicable)

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Correspondence

Our normal business hours are Monday-Friday 9:00am to 6:00pm; Saturday-Sunday 9:00am to 1:00pm. We are closed on Holidays. Any messages received via email or voicemail after business hours will be addressed the following day. For general questions our preferred method of communication is via email to info@EntryOnly.com.

Listing Information, Status and Changes

The Seller must disclose any and all defects in the property which are not open and obvious and which may materially affect the value or desirability of the property. The Seller agrees to provide a copy of the Seller's Property Disclosure. The Seller is responsible for reviewing the published Listing and must notify us of any and all errors or omissions. Any changes the Seller request shall be free of charge, however, no changes will be made unless received in writing. Changes will be completed by the end of the following day. Changes requested after business hours are considered requested the following day. You may submit up to 30 Photos for MLS-PIN and 25 for Realtor.com. We require at least one photo to list your property.

Upon acceptance of any Offer to Purchase and after Closing the Seller must notify us within 24 hours and supply the Closing Date, Sales Price, Commission, Buyer's Agent's Office and Name, etc., when applicable. If you want to seek Backup Offers, you must fill out the "Accepting Backup Offers" form. The Seller agrees to release a copy of the Purchase Contract upon request.

Partner Websites

MLS allows automatic data transfers to several 3rd party Real Estate websites and we co-operate with them fully, however we have no control over these sites and as such can not guarantee their reliability. Your fee to the Entry Only Listing Service is for publishing to the MLS only. Any other site is purely a bonus, subject to change without prior notice.

Limited Consultation, Forms & Document Preparation

The service offered under this agreement is not that of a traditional Listing Agent. This service is a Listing Service only and is best suited for educated Sellers who are well versed in the Real Estate sales process. Entry Only will not prepare any documents for Sellers. We provide standard real estate forms, however, we recommend you contact an attorney for consultation and/or to prepare any legal documents pertaining to your transaction.

Authorization

The Seller represents that he/she/they have full authority to contract to sell or convey the property and that no other authorization is necessary to sign this agreement.

Indemnification

In any litigation and/or notice of impending litigation against "Entry Only", its affiliates and/or agents arising out of this Agreement and/or listing in MLS brought either by a third party or by Seller for any reason, (including but not limited to any disputes over commission due, failure to disclose relevant information and/or material defects about the listed property, negligence, etc.) then Seller agrees that either Seller and/or "Entry Only", its affiliates and/or agents, may authorize and direct, in writing, the appropriate Closing attorney or agency to withhold from the Closing Funds due Seller an amount equal to one and half times the amount claimed or in dispute and "Entry Only", its affiliates and/or agents, will be entitled to recover reasonable attorney fees, costs and expenses from the Seller. Furthermore, the Seller agrees to hold "Entry Only", its affiliates and/or agents harmless for all injuries suffered, monetary or otherwise arising out of the sale or negotiation of the sale of the listed property.

Termination/Renewal/Expiration

The Seller may terminate this Agreement at any time in writing before an offer is accepted with no refund. Once an offer is accepted, the listing must remain in the MLS until either the property transaction is completed or voided.

Entry Only may terminate this Agreement if the property is listed in the MLS by another Agency without first Canceling the listing with Entry Only, if the Seller remains unresponsive to correspondence from Entry Only or other co-operating Agencies, or if the Seller is found to be in violation of any terms of this Agreement with no refund.

There is never a charge to renew your listing while the Status is "Active", "Under Agreement" or "Temporarily Withdrawn". However, if you either "Cancel" your listing at any time, or do not renew the Listing Agreement within 91 days from the Expiration Date, or your property is listed with another Agency prior to renewing, then the fee to renew your listing will be \$100 OFF the advertised listing fee on EntryOnly.com at the time of your renewal.

I/we acknowledge that I/we have read and understand the above information and agree to the terms by entering in my information below:

® _____
Seller 1 - Signature

Seller 2 – Signature (if applicable)

® _____
Today's Date

Please provide us with at least one name, telephone number and email address for your convenience of setting up appointments.

® _____
Contact Name(s)

® _____
Contact Telephone 1

Email Address (optional)

Contact Telephone 2 (optional)

Property Website URL (optional)

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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 N/A
(Print name of real estate firm or business and license number)

(Check one) N/AThe 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**).

N/AOnly 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.

Jason Saphire Jason Saphire 9086666
(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.

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.

PAYMENT - CREDIT CARD AUTHORIZATION FORM

Use this form to make a One-Time Payment using a credit card or enclose check made payable to "The Entry Only Listing Service".

This credit card transaction will appear on your bill as "Paypal *ENTRY ONLY"/

I authorize to charge my Credit Card for the following amount:

Amount to be Charged (circle one):

\$299 \$349 \$399 \$449 \$499 Other: \$ _____

How did you hear of us? (check all appropriate)

- | | | |
|--|--|---|
| <input type="checkbox"/> Already a Customer | <input type="checkbox"/> CapeCodRealEstate.com | <input type="checkbox"/> Relative |
| <input type="checkbox"/> Bankers & Tradesman | <input type="checkbox"/> Google.com | <input type="checkbox"/> Word of Mouth |
| <input type="checkbox"/> Boston.com | <input type="checkbox"/> Postcard | <input checked="" type="checkbox"/> Yahoo.com |
| <input type="checkbox"/> Boston Globe | <input type="checkbox"/> Real Estate Agent | <input type="checkbox"/> Other |

Credit Card Type: (check off one)

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> American Express | <input type="checkbox"/> Mastercard |
| <input type="checkbox"/> Discover | <input type="checkbox"/> Visa |

Cardholders Name: _____

Card Number: _____ Expiration Date: _____

Credit Card Verification Number : _____ (Visa/MC/Discover – On Back of Card – Last 3 Digits)
(Amex – On Front of Card – 4 Digits above CC #)

Billing Address 1: _____

Billing Address 2: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Email Address (for receipt): _____

Signature: _____ Date: _____