

RHODE ISLAND EXCLUSIVE BROKERAGE 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 ® _____, State of Rhode Island,
(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 Rhode Island MLS, also known as Statewide MLS. Any fines from the MLS due to the Seller's negligence will be passed on to the Seller.

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.

NON-AGENTS: This Agency's policy is NOT to cooperate or share compensation with other agencies acting as Non-Agents.

VARIABLE COMMISSION: This Agency's policy is 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.

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- 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 *Property 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 "Rhode Island Disclosure Regarding Real Estate Agency Relationship" form.

Agency and Seller each agree that this property is to be offer 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
 Broker Name – RI License #: B16418 Broker Firm

Ⓡ _____
 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 8 Photos for Rhode Island MLS 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. 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.

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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RHODE ISLAND MANDATORY REAL ESTATE RELATIONSHIP DISCLOSURE FORM

R.I.G.L. § 5-20.6 allows a real estate broker or salesperson to provide real estate services to you whether you are a buyer, seller, tenant, or landlord. The minimum level of service required by law will depend on the type of relationship that you wish to have with a real estate licensee. These relationships are defined on this form. Although it is not legally required, you may also choose to sign a written contract to further define your relationship. The principal broker of the real estate brokerage or a person designated by him or her must also agree to the type of relationship that you choose to have with the licensee.

Types of Real Estate Relationships

NEUTRAL TRANSACTION FACILITATOR

A Neutral Transaction Facilitator is a real estate licensee who provides assistance to a buyer, seller, tenant, or landlord, or both, in a real estate transaction as a neutral facilitator who does not represent you.

A Neutral Transaction Facilitator owes the following duties to you as a customer: to perform agreed upon ministerial acts timely and competently; to perform these acts with honesty, good faith, reasonable skill and care; and properly account for money or property placed in the care and responsibility of the principal broker. A licensee acting as a neutral transaction facilitator does not owe confidentiality or any other fiduciary duties to a customer. A Neutral Transaction Facilitator does not represent you and cannot negotiate on your behalf.

DESIGNATED CLIENT REPRESENTATIVE

A Designated Client Representative is a real estate licensee who represents a buyer, seller, tenant, or landlord in a real estate transaction and advocates on your behalf.

A Designated Client Representative owes the following duties to you as a client: to perform the terms of the client representation contract, if any, with reasonable skill and care; promote the client's best interest in good faith and honesty; protect the client's confidential information during the relationship and after its termination; perform agreed upon ministerial acts timely and competently; perform these acts with honesty, good faith, reasonable care and skill; and to properly account for money or property placed in the care and responsibility of the principal broker. Only the real estate licensee(s) who have been specifically appointed by the principal broker or the principal broker's designee may represent you as a client. The other real estate licensees who are affiliated with the brokerage owe no duty to you except for confidentiality. If another licensee who is affiliated with the same brokerage becomes a Designated Client Representative for another party in a transaction with you, then that other affiliated licensee has no duty to protect any confidential information about you learned after he or she begins to represent the other party. In order for a real estate licensee to represent you as a Designated Client Representative, the licensee must obtain your informed written consent and provide you with a written notice.

NEUTRAL DUAL FACILITATOR

A neutral Dual Facilitator is an individual real estate licensee who assists a buyer and seller or tenant and landlord in the same transaction and must be neutral as to any conflicting interests between the parties to the transaction.

A neutral Dual Facilitator relationship exists solely for a specific transaction between the parties. A Dual Facilitator must be neutral as to any conflicting interests between the parties to the transaction. A Dual Facilitator owes the following duties to all parties: protecting the confidential information of you and the other party except where disclosure is required or permitted by state law; and accounting for funds. A neutral Dual Facilitator cannot satisfy fully the following duties to one or both parties: loyalty, full disclosure, reasonable care, and obedience to lawful instructions. **This Mandatory Real Estate Relationship Form cannot be used to obtain your consent to a Dual Facilitator relationship. In order for a real estate licensee to assist you as a neutral Dual Facilitator, the licensee must obtain the informed, written consent from you, the other party and the principal broker on a separate Dual Facilitator consent form.**

NEUTRAL TRANSACTION COORDINATOR

A Transaction Coordinator is a principal broker or his or her designee who supervises a real estate transaction in a neutral capacity.

The principal broker or his or her designee assumes this role in a transaction in which one affiliated licensee represents a buyer or tenant as a designated client representative and another affiliated licensee represents a seller or landlord as a designated client representative in the same transaction or if one affiliated licensee is assisting both the buyer and seller or landlord and tenant in the same transaction as a dual facilitator. A transaction coordinator does not owe any fiduciary duties to any party in a transaction except the duties to protect the confidential information of the parties and to properly account for money placed in his or her care. A principal broker or his or her designee becomes a neutral Transaction Coordinator automatically, so a customer or client is not required to sign an additional disclosure form.

BUYER'S/TENANT'S INITIALS _____ SELLER'S/LANDLORD'S INITIALS _____ FORM # 1475 (R-131) Rev. 05/08

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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: _____