

Massachusetts Mandatory Licensee Consumer Relationship Disclosure

This disclosure is provided to you, the consumer, by the real estate agent listed on this form. Below you will find 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: **Facilitator**

By signing below I, the real estate licensee, acknowledge that this disclosure has been provided timely to the consumer named herein.

Signature of real estate agent: /s/

Printed name of real estate agent:

License Number/Type:

Today's Date:

Signature of consumer: /s/

Printed name of consumer:

Today's Date:

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.

Exclusive Facilitator Listing Agreement

This Agreement is between _____, (hereinafter the "Seller") and Stuart St James, Inc. (hereinafter the "Listing Broker").

This Agreement commences on _____ and expires 180 days later at midnight (hereinafter the "Listing Period") and concerns the real property situated in the City/Town of _____, Massachusetts, described as _____ (hereinafter the "Property"), with a listing price of _____.

In consideration of the mutual covenants and agreements herein contained, the undersigned Seller and undersigned Listing Broker agree that Seller engages Listing Broker to act as Facilitator in the sale of the above referenced Property.

Listing Broker agrees:

1. To create an entry only listing advertisement on the MLS Property Information Network, Inc. (hereinafter the "MLS") for the duration of Listing Period following receipt of the signed Massachusetts Mandatory Licensee Consumer Relationship Disclosure, Exclusive Facilitator Listing Agreement, Property details, and one-time flat fee payment.
2. To make updates to Property, including the addition of open house announcements, in MLS for the duration of Listing Period provided Seller utilizes the Listing Update Request form available at <http://entryonlynewengland.com/listing-update-request/>.
3. To facilitate prompt and direct interaction between Seller and interested parties on inquiries regarding Property, and Seller acknowledges that Listing Broker shall have no other responsibility with respect to same.

Listing Broker is granted the authority to:

1. Advertise Property in such media as Listing Broker may select at no cost to Seller, which may include the use of third party websites such as Realtor.com, Trulia, and Zillow, subject to change with no prior notice.
2. Advertise compensation to the Buyer's Broker, Agent, or Facilitator regardless of agency relationship, as follows: _____ of the selling price payable at closing, if Buyer's Broker, Agent, or Facilitator procures a buyer who purchases the Property at a price and subject to terms accepted by Seller during Listing Period or extension thereof.

Seller agrees:

1. To pay Listing Broker a one-time flat fee for professional services to create an entry only listing advertisement on MLS for Property; said fee is fully earned and non-refundable once Seller's entry only listing has been entered into MLS.
2. To notify Listing Broker within 24 hours of any status changes to Property. Seller acknowledges that Listing Broker could be fined by MLS for not promptly reporting Property status changes and therefore agrees to reimburse Listing Broker for any and all fines imposed by MLS as a result of Seller's failure to herein comply.
3. To abide by the rules and regulations of MLS available at http://www.mlspin.com/downloads/rules_regs/rules_regulations.pdf, and market Property in compliance with all applicable fair housing laws.
4. To submit at least one (1) exterior Property photo within five (5) days of submitting the signed Massachusetts Mandatory Licensee Consumer Relationship Disclosure, Exclusive Facilitator Listing Agreement, Property details, and payment. Failure of Seller to provide at least one (1) exterior photo of Property within the aforementioned period shall result in Listing Broker using a photo of their choosing.
5. To take reasonable precautions to avoid loss or damage associated with access to Property by third parties, and to obtain insurance against such risk or damage.
6. To indemnify and hold Listing Broker harmless with respect to any and all claims arising from access to Property by third parties.
7. To hold Listing Broker, its owners, agents, employees, affiliates, heirs, and assignees harmless and indemnify the same from loss, damage, costs, fees, and/or attorney's fees from any person, corporation, or other entity that Listing Broker incurs as a result of: i) Seller's negligence, representation, misrepresentation, false statements, misleading statements, actions, or inactions; ii) The existence of undisclosed material facts regarding Property; and iii) A court or arbitrator's decision that a broker who was not compensated in connection with a transaction is entitled to compensation. This paragraph herein shall survive Listing Broker's performance and Property transfer of title.

Seller acknowledges:

1. Seller has been advised by Listing Broker to retain a licensed real estate attorney for the preparation of all legal documents and to serve as escrow agent.
2. Pursuant to the Agreement, Listing Broker is not obligated to provide, and will not be providing, any service to Seller other than those services documented herein.
3. It is the sole responsibility of Seller to timely prepare and deliver all Property disclosures required by law. Listing Broker shall have no other responsibility with respect to same.
4. Listing Broker shall not be responsible for loss or damage to persons or property arising from access to Property, attributable to the use of a lock box or otherwise, by third parties.
5. All claims and disputes arising under or relating to this Agreement that cannot be settled between Seller and Listing Broker are to be settled by binding mediation in the state of Massachusetts.
6. Seller may cancel this Listing Agreement at any time by notifying Listing Broker by submitting a Listing Update Request form available at <http://entryonlynewengland.com/listing-update-request/>; however, the listing fee is non-refundable.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein. By entering your name, you agree to accept the terms herein with an electronic signature.

Stuart St James, Inc.

Signature: /s/ _____

By: _____

Its: _____

Date: _____

Signature: /s/ _____

Seller's Name: _____

Date: _____

Seller's Email Address: _____

Seller's Phone Number: _____