

FACILITATION AGREEMENT Realty.St

Date: _____

THIS AGREEMENT concerns the following property:

Street Address: _____


Circle One Property Type

Single Family – Condo - Multi Family – Land – Commercial - Business - Rental – Mobile Home

In consideration of the mutual covenants and agreements herein contained, the undersigned Seller and the undersigned Broker agree as follows.

1. The Seller engages the Broker to act as Facilitator in the sale of the above referenced Property. Seller hereby acknowledges receipt of the Massachusetts Mandatory Consumer Licensee Disclosure Form and understands that the Broker will provide level service to the Seller, does not represent the Seller and has no duty to hold confidential any information provided by the Seller.
2. The Broker agrees to list the property in the local MLS as an entry only listing for a flat fee. The Broker is not responsible for the terms of any sale procured by this listing service. The Broker will provide means for potential Buyers and Licensed Agents who represent Buyers to contact the Seller. The Broker is not responsible for the actions of potential Buyer's or their agents.
3. The Broker acting as Facilitator 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. The Facilitator will disclose information as required by law and account for funds. Optionally, Broker will hold deposits in Escrow for a separate fee of \$79, paid by the Seller. Other services available at extra cost.
4. The Broker will be compensated as listed on Rider B. See Rider A for other conditions and terms.
5. This Agreement may be terminated by either the Seller or the Broker at any time with written notice to the other. This notice must be sent by fax to: 888-347-3485.
6. The Broker has explained the Broker's policy regarding Agency. Nothing in this Agreement prevents the Broker, or an agent affiliated with the Broker from representing a Buyer as a Buyer's Agent for the purchase of the Property. In such case, although the Broker, will have no agency relationship with the Seller, the Broker will represent the Buyer, owe the Buyer undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability. In such instance, the Broker will not be a neutral but will put the Buyer's interests first and negotiate for the best price and terms for their client, the Buyer. The Broker will notify the seller in writing if such a situation arises.

SELLER:



Neil B. Kaplan, Broker, Realty.St

SELLER:

Neil B. Kaplan 800-385-1784

Seller's Phone Number(s): _____ / _____

RIDER A: Realty.St - Flat Fee / Entry Only Listing Agreement

- ❖ **Payment:** VISA / MasterCard or American Express
 - An exclusive Realty.St feature – monthly Automatic Recurring Billing, until cancelled by Seller / Owner or 18 months has been reached. Listing can be re-activated. See Credit Card form for complete details, Rider B.
- ❖ **Cancellation Policy**
 - Seller / Owner may cancel seven days before any one month anniversary to avoid future billing. The unlisted portions of a month are not credited. Three month minimum charge.
- ❖ **Commission Schedule for Successful Closing**
 - 0% commission to the listing broker.
 - 0% commission of the owner finds a buyer
 - (enter an amount or percent) _____ Commission to Buyer's Agent who finds the Buyer.
- ❖ **Correspondence with Broker:**
 - Contact by email only for listing changes. Most changes are quick, but can take up to 48 hours depending on our workload. Plan changes early.
- ❖ **Listing Requirements:**
 - Broker Facilitator Agreement (page one)
 - Detailed property information form
 - At least one photo must be submitted before the listing is posted. Up to 30 photos can be posted at no extra charge. Email photos to: forms@digs.cc
 - Fax forms toll free to 888-347-3585
- ❖ **MLS:**
 - Automatically transfers listings to 3rd party sites, Realty.St has no control of the content of those listings and no control which sites will display the property.
- ❖ **Legal Forms:**
 - At extra cost, a completed Purchase & Sale agreement with all details typed in.
- ❖ **Telephone:**
 - Realty.St has the exclusive option of allowing potential buyers and agents to reach you directly through our advanced phone system. When they call our office, they can enter you MLS number and their call will be transferred to your phone(s).
 - See the details on Rider B. The seller is responsible for communication with agents and buyers.
- ❖ **Accepted Offer:**
 - If you receive and sign an offer, please notify us within 24 hours and we will mark your property as Under Agreement. Please supply a closing date.
- ❖ **Realty.St** is granted the right to advertise this property.
- ❖ **Sellers** should consult an attorney before signing this or any other real estate agreement.

Seller / Owner Initials _____