

馬折扣房地產

www.madiscountralty.com

MADISCOUNT REALTY

Tuan T. Le
Real Estate Broker / Sales

Phone: 617-872-9067

Fax: 617-479-5302

Email: sales@madiscountralty.com

Mail to:

PO Box 484

Milton, MA 02186

50% Commission Rebate on Transactions over \$500,000; 35% Commission Rebate on Transactions under \$500,000; \$295 Listing Services; \$2,500 Flat Fee Listings. 50 %的佣金回扣交易超過 \$500,000; 35 %的佣金回扣交易 \$500,000; \$295元上市服務; \$2500單位收費一覽

FACILITATOR LISTING AGREEMENT

MADISCOUNT REALTY

Mail to: PO Box 484

Milton, MA 02186

Fax to: 617-479-5302

E-mail: listings@madiscountrealty.com

DATE: -----

THIS AGREEMENT concerns the following property:

(Street Address)

LIST PRICE: \$ _____
(this can be changed later)

(City, State, Zip)

In consideration of the mutual covenants and agreements herein contained, the undersigned Seller and Broker Tuan T. Le dba MADISCOUNTREALTY.COM (MADISCOUNT REALTY) agree as follows:

The Seller engages the Broker to act as the Exclusive Facilitator in the sale of the above referenced Property. Seller hereby acknowledges receipt of the Massachusetts Mandatory Consumer License Disclosure Form and understands that the Broker will provide customer level service to the Seller, does not represent the Seller and has no duty to hold confidential any information provided by the Seller.

The Broker acting as a 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.

With time being of the essence, MADISCOUNT REALTY agrees to enter all listings in the MLS within 24 hours based upon the time we receive the last of the following items: *Receipt of Payment, a Signed Listing Agreement and Disclosure with Addendum and the Appropriate Property Listing Input Form.* The date stated on the Listing Agreements shall be the listing date unless you fill out a Delayed Listing Form and specify a later date you want your property entered in the MLS. You must fax this form to us along with the Listing Agreement and Addendum. Without receiving all the proper documentation, with written signatures, we will not enter your listing. If a Seller does not provide the appropriate Property Listing Form then we 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.

The Broker will be compensated as follows: MADISCOUNT REALTY receives a flat fee of \$295 to list property in the MLS-Property Information Network (MLS-PIN) or a lesser fee if a discount has been offered by the Broker, prior to listing the Seller's property on the MLS. Any fines from the MLS due to the Seller's negligence will be passed on to the Seller. MADISCOUNT REALTY will not be liable for any compensation commissions.

The Seller agrees to pay the commission of either-----% (Can not be 0%) to a Buyer's Agent or -----% (Can be 0%) to a Facilitator (you will never have to pay both a Buyer's Agent and a Facilitator) of the sale price as an additional fee if a Buyer is procured by an Agent, and is ready, willing and able to buy said property, or any part thereof, in accordance with the price, terms and conditions of this agreement, or other such price, terms and conditions acceptable to the Seller. A compensation commission of (2.5%) will be paid to a buyer's broker or co-operating broker unless seller agreed to another fee amount in writing (see beginning of paragraph). Said fee only due when Deed recorded and Considerations paid to Seller. This commission fee will never to be due to MADISCOUNT REALTY.

The initial period of this agreement shall be for a term of 1 Year, however, the Seller may renew the Agreement, however long it takes to sell the property. There is no charge for renewal.

This Agreement may be terminated by the Seller at any time with written notice. No refund will be given once the property is listed on the MLS. If a Buyer's agent procures a Buyer within 30 days of the termination, the Broker will have deemed to have earned the commission that the Seller has indicated in the Listing Agreement. In the event the Seller enters into an Exclusive Listing Agreement with the Broker, or another licensed real estate broker to whom the seller is obligated to pay a fee, this provision will become null and void and the terms of the Exclusive Listing Agreement shall supersede.

The Seller Agrees to abide by all Fair Housing Acts and to perform the following actions, when appropriate, to complete the Real Estate Transaction: 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.

IN WITNESS WHEREOF, the Seller and MADISCOUNT REALTY have hereunto set their hands and seal as of the

----- Day of-----20-----If you want your property listed in the MLS on different date from when this Listing Agreement is dated you must fill out a Delayed Listing Form.

Broker Office: **MADISCOUNT REALTY**

Broker Name: Tuan T. Le Broker Signature: -----

Seller 1- Signature -----

Seller 1 - Print Name -----

Seller 2- Signature -----

Seller 2 - Print Name -----

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LISTING AGREEMENT ADDENDUM

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 listings@madiscountrealty.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 release a copy of the Seller Disclosure Declaration, if applicable, upon request.

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. All revisions and change requests can be done through our email to listings@madiscountrealty.com or you can print the. 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 the MLS-PIN. We require at least one photo to list your property. Please indicate which photo you want to appear first. If you do not indicate then we will choose one. *Please note: MLS imposes a \$25 fine if no photo is submitted within 5 days. Any fines imposed by the MLS will be passed on to the Seller.*

Upon acceptance of any Offer to Purchase the Seller must notify us within 24 hours and supply the Anticipated Closing Date, Sales Price, Commission, Buyer's Agent's Office and Name, when applicable. If you want to seek additional Backup Offers, you must fill out the Active Status Request Form. The Seller agrees to release a copy of the Purchase and Sales Agreement upon request.

Partner Websites

MLS allows automatic data transfers to several 3'd party Real Estate websites and we co-operate with them fully, however we have no control over these sites and can not guarantee their reliability. Your fee to the MADISCOUNT REALTY is for publishing to the MLS only. Any other site is bonus services to sellers and subject to change without prior notice.

Limited Consultation

This service is a Flat Fee service and is best suited for educated Sellers who are well versed in the Real Estate sales process. We recommend you consult with a lawyer regarding your Real Estate Transactions.

Forms & Document Preparation

MADISCOUNT REALTY will not prepare any documents for Sellers. We provide standard real estate forms, however, we recommend you contact an attorney to prepare any legal documents pertaining to your transaction.

Authorization

The Seller represents that he/she/they has 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 arising out of this Agreement brought by a third party or by Seller for any reason, including but not limited to negligence, etc. against MADISCOUNT REALTY or its affiliates and authorized agents, MADISCOUNT REALTY and its affiliates and agents will be entitled to recover reasonable attorney fees, costs and expenses from the Seller. The Seller agrees to hold MADISCOUNT REALTY its affiliates and agents harmless for all injuries suffered, monetary or otherwise, arising out of the sale or negotiation of the sale of the listed property.

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

Address ----- City ----- ,MA Zip Code -----

Seller 1 – Signature ----- Seller 2 – Signature -----

Date -----

Please provide us with at lease one name, telephone number and email address for your convenience of setting up appointments. The following will be displayed on our websites under "Listings".

Contact Names

Telephone 1

Email Address (optional)

Telephone 2

Please read this. You do not need to fax this.

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 subagents 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.

EQUAL HOUSING OPPORTUNITY

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ONE-TIME PAYMENT FORM

Use this form to make a One-Time Payment using a credit card.
This credit card transaction will appear on your bill as "Paypal *MLS LISTING".

I authorize to charge my Credit Card the following Amount: \$295

How did you hear of us?

Please Circle One:

Mastercard

Visa

American Express

Discover

Cardholder's Name:

Card Number:

Expiration Date:

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:

Email (Optional):

(You will be emailed a receipt for this transaction)

SIGNATURE:

DATE: