# From The Office of RichHaen.com Realty

## AGREEMENT FOR EXCLUSIVE RIGHT TO SELL

		DATE: <u>?/?/?</u>				
Concer	ning the Property Located At: Full Property Address	Here???				
	tion: Properety Address -					
	ideration of the mutual covenants and agreements herein c the sole and exclusive right to sell the said property for the	ontained, the undersigned Seller hereby gives to the undersigned price and on the terms and conditions herein set forth.				
1.	The period of this Agreement shall be from ???, 2011 to and including ???, 2011					
2.	The Broker agrees to use reasonable efforts to procure a ready, willing, and able Buyer of the property in accordance with th price, terms, and conditions of this Agreement.					
3.	RichHaen.com Realty will fully cooperate with and compensate all licensed buyer agents and facilitators! However RichHaen.com Realty believes it to be in the Seller's best interest not to cooperate with any agencies practicing sub-agency in order to avoid possible legal ramifications of "vicarious liability". Vicarious liability is a form of strict, secondary liability that arises under the common law doctrine of agency – respondent superior – the responsibility of the superior for the acts of their subordinate, or, in a broader sense, the responsibility of any third party that had the "right, ability or duty to control" the activitie of a violator. It can be distinguished from contributory liability, another form of secondary liability, which is rooted in the tor theory of enterprise liability. Seller acknowledges Broker has discussed vicarious liability with Seller!					
4.	The Broker is granted the sole authority to: (Check as applicable)  A) Advertise the property in Multiple Listing Service and other listing services;  B) Post "For Sale" signs on the property;  C) Offer compensation to buyer agents; Regardless of how compensated, buyer agents represent the interest of buyers, not sellers.					
5.	<ul> <li>The Seller agrees: <ul> <li>a. To refer all inquiries and offers for the purchase of said property to the Broker;</li> <li>b. To cooperate with the Broker in every reasonable way;</li> <li>c. To pay the Broker a fee for professional services of five percent (5%) IF &amp; WHEN:</li> <li>(1) A Buyer is procured ready, willing, and able to buy said property, or any part thereof, in accordance with the price, terms and conditions of this Agreement, or such other price, terms and conditions as shall be acceptable to Seller.</li> <li>(2) The said property, or any part thereof, is sold through the efforts of anyone including the Seller; or</li> <li>(3) The said property, or any part thereof, is sold within 90 days after the term of this Agreement to anyone who was introduced to the said property through the efforts of the Broker or his agents prior to the expiration of said term. However, no fee will be payable under this clause if the said property is sold after said term with the participation of a licensed broker to whom the Seller is obligated to pay a fee under the terms of a subsequent written agreement.</li> </ul> </li> </ul>					
6.	The Seller understands and agrees that the property will l	be marketed in compliance with all acceptable fair housing law.				
7.	In order to introduce the property to other brokers and solicit their assistance in procuring a buyer, the Broker may arrange to have this listing distributed through the multiple listing service ("MLS") known as "MLSpin". Any data regarding the property submitted by the Broker to MLSpin should be verified by the Seller. Such data, together with any other information provided to or obtained by the Broker with respect to the property, may be disclosed to prospective buyers and other brokers. The Seller expressly authorizes the Broker to advertise the property in the MLSpin and offer compensation to other firms as detailed in Paragraph II.					
market The Sei explaine	the property or present further offers to the Seller and ller hereby acknowledges receipt of the Massachusetts led the firm's policy regarding agency relationships	nsaction is pending, the Broker shall have no obligation to the property will be placed "Under Agreement" in MLSpin. Mandatory Consumer Licensee Disclosure Form. The Broker has				
	D. 144 D. 1 000 1000					
	RichHaen.com Realty (MA Lic # 009510196)	Seller				
100_	Title (duly-authorized)	Seller (or Spouse)				

### PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

### **Required Federal Lead Warning Statement:**

Every purchaser of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property A	ddress:		-						
Seller's Di (a) Prese (i	ence of lead-based paint an	nd/or lead-based paint hazards nt and/or lead-based paint haz	(check (i) or (ii) below): ards are present in the housing (explain	n).					
<u>(i</u>	i) Seller has no knowled	ge of lead-based paint and/or l	ead-based paint hazards in the housing						
		o the seller (check (i) or (ii) be		•					
		purchaser with all available records and reports pertaining to lead-based paint and/or lead-							
		ousing (circle documents below							
			of Interim Control; Letter of Complian						
(i	<ol> <li>Seller has no reports o</li> </ol>	r records pertaining to lead-ba	sed paint and/or lead-based paint haza	rds in the housing.					
Purchaser	's or Lessee Purchaser's	Acknowledgement (initial)							
		rchaser has received copies of	all documents circled above.						
		rchaser has received no docum							
	•								
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(i	received a 10-day oppo	rtunity (or mutually agreed up	on period) to conduct a risk assessmen	it or inspection for the					
pı	resence of lead-based pain	t and/or lead-based paint hazar	rds; or	-					
		y to conduct a risk assessment	or inspection for the presence of lead-	based paint and/or lead-					
ba	ased paint hazards.								
	cknowledgement (initial)		one under Coderel and state lass Conlead	d based maint disabassus					
			ons under federal and state law for lead	1-based paint disclosure					
		of his/her responsibility to ens		amagana lavala of land in					
			irchaser of the possible presence of door her obligation to bring a property						
			ontrol – if it was built before 1978 and						
	des or will reside in the pro		ontrol – If it was built before 1978 and	a cliffu ulider six years old					
1681	des of will reside in the pro	operty.							
Certificati	ion of Accuracy								
		the information above and cer	tify, to the best of their knowledge, that	at the information they					
	ded is true and accurate.		inity, to the east of their init wrouge, the	w the information they					
1									
Seller		Date	Seller	Date					
Purchaser		Date	Purchaser	Date					
Agent		Date	Agent	Date					
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## MASSACHUSETTS MANDATORY LICENSEE CONSUMER RELATIONSHIP DISCLOSURE

Consumer Information - This Is Not A Contract

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							
(Ch	neck one)	Seller's Agent	Buyer's Agent	Facilitator			
Relationship with	others affili	ated with RichHaen.con	n Realty - License Numbe	r 9028136 – Designated	d Agency		
Only the real estate agent(s In this situation any firm o may represent another part	r business lis	ted above and other age	,	•	•		
By signing below I, the renamed herein.	eal estate lice	ensee, acknowledge tha	t this disclosure has been	n provided timely to th	ne consumer		
	F	ichard D. Haen	MA Broker's	s Lic# 009510196			
(Signature of real estate agent)		rinted name of real estate ager	· · · · · · · · · · · · · · · · · · ·	<del></del>	(Today's Date)		
By signing below I, the con	nsumer, ackn	owledge that I have rece	vived and read the informa	ation in this disclosure.			
(Signature of consumer)		(Printed na	(Printed name of consumer)		(Today's Date)		

(Printed name of consumer)

(Today's Date)

(Signature of consumer)

### 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 interest 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 <a href="https://www.mass.gov/dpl/re">www.mass.gov/dpl/re</a>.

### **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.