

MA Flat Fee MLS Listing Package

Please read, sign and fax package back to **617- 326- 0570**

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|-----------------|---|--------|--------------------------|----------------------------|
| To: | Andrew Hillman, Broker | Page # | √ | Package Contents |
| Seller's Name: | | | | |
| Phone Number: | | 2 | <input type="checkbox"/> | Signed Agency Disclosure |
| Today's Date: | | 4 & 5 | <input type="checkbox"/> | Signed Listing Agreement |
| Re: | Listing Agreement Package | 6 | <input type="checkbox"/> | Signed Listing Addendum A |
| Offline Payment |  | 7 | Y N | Completed Credit Card Form |

DIRECTIONS: PLEASE READ CAREFULLY TO ENSURE PROMPT ACTIVATION

Step One: Print appropriate listing form by going here www.instamls.com/forms

Step Two: Send photos to photos@instamls.com Name photos: Last-Name01, 02. Number (01) represents the order photos will be shown on MLS. If sent without numbers we will select order for you. MLS now requires at least one exterior property photo within 5 days of listing submission.

Payments: Can be made by the form included in this package.

Changes: If you need to make changes to your listing schedule an open house after the initial activation you must use our Change Request Form www.instamls.com/client_center page. Open houses should be scheduled on Tuesdays before 6pm to ensure inclusion for upcoming weekend.

WILL YOU BE HOLDING AN OPEN HOUSE THIS WEEKEND?

DATE: START TIME: END TIME:

PLEASE LEAVE COMMENTS HERE:

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, and 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, and 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.

DATE: _____ (DATE YOU WANT LISTING ACTIVATED- WE MUST HAVE EVERYTHING)

(Street Address)

List Price \$_____

(City, State, Zip)

For the purposes of this listing agreement and service Hillman Real Estate will be referred to as the Broker.

In consideration of the mutual agreements herein, the undersigned Property Owner hereby gives Hillman Real Estate, the Exclusive Agency to facilitate and sell the aforementioned property for the above price unless altered by said owner and on the terms and conditions set-forth herein. Exclusive means that you will not be listing the property with any other office besides Hillman Real Estate, therefore, the aforementioned agency is the only brokerage authorized to market your home on MLSPIN. However, the owner still retains the right to sell the property by owner. Seller hereby acknowledges receipt of the **Massachusetts Mandatory Consumer License Disclosure Form (MMCLDF)** and understands that the Broker will provide customer level service to the seller; but does not represent the seller and has no duty to hold confidential information provided by the seller. Acting as a facilitator, the Broker, will not advocate for the interest of any party, unless otherwise indicated in writing. The Broker is not required to offer opinions regarding strategy or matters directly to the transaction or regarding anyone's financial interest.

The Broker agrees to enter all listings into MLS after we receive the following items: **Payment, Signed Massachusetts Mandatory Consumer License Disclosure Form (MMCLDF), signed Agreement** and the appropriate property **Listing Input Form**. The date entered above on this agreement will be the date your property is listed.

The Broker will be acting as a "Facilitator." The undersigned owner grants The Broker authority to list the property on the Multiple Listing Service and in doing so The Seller agrees to offer compensation to Buyer Agents. Due to liabilities to you the Owner, it is our company policy not to offer compensation to 'Subagents' also known as "Seller's Agents" as defined on the attached MMLCRDF. This will not limit your exposure whatsoever. It will only protect you.

The Broker, Hillman Real Estate Inc., will be compensated a Flat Fee of **\$325.00** prior to listing the property on the MLS.

Additionally, * **[Circle One] 2.0% 2.5% 3.0% 3.5% or _____%** of the amount **(TO BE PAID TO BUYER'S BROKERS OFFICE)** as an additional fee if any real estate agent (this will include Buyer's Agents), excluding Hillman Real Estate Inc., procures a Buyer who purchases the said property in accordance with the price set forth between the Seller and Broker, terms and conditions as shall be acceptable to the Property Owner.

The initial period of this agreement shall be for a term of 12 months from date of listing activation; however, the owner may renew the Agreement at no additional charge for however long it takes to sell the property as long as The Seller renews in writing before the initial period ends. **YOU MUST NOTIFY US THAT YOU WANT TO RENEW LISTING BEFORE 12 MONTH TERM ENDS TO RECEIVE RENEWEL FOR FREE.**

Owner may also terminate this agreement at any time and without penalty by notifying Hillman Real Estate Inc in writing via email, fax or postal mail, however, **the \$325.00 is non-refundable**. Once a termination request is made by seller and received by us the listing will be cancelled within one business day. If Owner decides to re-list with a full service brokerage the listing with Hillman Real Estate Inc. must be cancelled first.

It is specifically understood and agreed if no real estate agent is involved in the sale of said property you, the seller, will not owe anyone a commission. Hillman Real Estate Inc. will offer Money Back Guarantee if the seller would like to delist with Hillman Real Estate Inc. and then re-list with another full service agency. In order to get this refund the owner must notify us and then we will refer you to an agency of your choice. You must let us know prior to any contact or listing with the new Agency. Once you have been in discussions with them we will be unable to refer you and this offering becomes null and void. Upon their acceptance of our referral in writing, and the successful recording of deed through the referred agency, you will receive a refund equal to the money spent for our MLS flat fee listing service. Hillman Real Estate Inc. will send you a corporate refund check if every step is done properly.

Section 2/3 - CONTINUED FACILITOR EXCLUSIVE LISTING AGREEMENT - PLEASE FAX THIS PAGE BACK

Seller further agrees to perform the following actions necessary to complete the Real Estate conveyance: Assist in the sale of said property by answering all calls and emails from Hillman Real Estate Inc. or cooperating Agents. Provide reasonable access and arrange showings to cooperating Agents and interested Buyers. Obtain Smoke and Carbon Monoxide Detector Compliance Certificates from Local Fire Department, Obtain Final Water reading and Electric Bill. Provide access to the buyer's inspector / appraiser and take care of any other appropriate actions necessary to complete the transaction. **Upon acceptance of any Offer to Purchase the Seller must notify Hillman Real Estate Inc. immediately and supply the anticipated closing date, selling agents name and office representing the buyer, if applicable. The MLS will be updated to reflect an Under Agreement status and all information will be kept confidential. Once you close on your home you must contact us to report the final price and date of closing. Failure to do this will result in fines by the MLS that will be passed onto you, the seller.**

IN WITNESSES WHEREOF, the Owner and Hillman Real Estate have hereunto set their hands and seal as of the _____ day of _____, 20____.
DD MM YY

Andrew Hillman
Broker Signature

Andrew Hillman
Broker Print Signature

X _____
Seller Signature

Seller Print Signature

X _____
Seller Signature

Seller Print Signature

Section 3/3 - FACILITOR ADDENDUM A - PLEASE FAX THIS PAGE BACK

Communication

Our normal business hours are Monday through Sunday 9:00 AM to 6:00 PM. Weekends 11:00AM-2:00PM, however, you may call anytime if you need support. Any electronic or voice messages received after business hours will be addressed the following business day. For general questions please use email **andrew@hillmanre.com** or check our sits FAQ page. This method allows us to record and be accurate. All listing revisions and change requests (i.e. adding Open House info, price changes, etc.) must be done on our website **http://instamls.com/client_center**.

For Sale Signage (Optional but highly recommended)

Per the rules and regulations of MLS you may **NOT** plant a "For Sale By Owner" sign in your yard. You may post a sign that says "For Sale," but it must **NOT** say "By Owner." This is so Buyer's and / or Agents do not get confused when showing up for an appointment. Any fines imposed by MLS will be passed onto the seller. We reserve the right to cancel your listing without warning if it is reported that you, the seller, are not following this signage rule. **We have professional signs w/ stand for purchase that you may customize with your own contact information. Our durable double-sided color signs cost \$25.00; 1st class shipping is included. All sales are final. No returns.**



WE DESIGNED THESE DOUBLE SIDED CUSTOMIZABLE SIGNS SO YOUR NEIGHBORS WILL NEVER KNOW YOU ARE SELLING” BY OWNER” OR LISTED YOUR HOME FOR A FLAT FEE. PRICE: \$25.00

MLS Listing Changes

The following list details, which changes are included with this service. You may submit up to 30 photos with your listing at no additional charge to be displayed on Massachusetts MLS. At least one exterior photo must be submitted within 5 days of the listing’s activation. Please send your photos to **photos@instamls.com**. Please note: MLS imposes a fine of \$25.00 if no photos are submitted within 5-days so we require at least one. Any fines imposed by MLS will be the responsibility of the Seller. The Seller is responsible for reviewing the published Listing and must notify the Broker of any and all errors or omissions within 24 hours. Change requests must be submitted online at http://instamls.com/client_center. Changes will be completed within 24 hours of submission.

Open House scheduling information (date / time) may be added to the MLS listing each week. This request must be sent in on Tuesday’s by 6pm. Your listing will have a set of balloons signifying that you will be holding an Open House. Brokers and prospective buyers who receive daily email listing alerts will notice these balloons.

Bonus Sites

MLS allows automatic data transfers to several 3rd party Real Estate websites and we cooperate with all of them, however, we have no control over these sites and as such cannot guarantee their reliability. Your fee to Hillman Real Estate Inc. is for the publishing to MLS **ONLY**. Third party bonus sites are purely a bonus subject to change without prior notice. Please view our site for a limited list of bonus sites.

Limited Consultation

This service is a listing service only. We do not provide any other service to sellers. We recommend that consumers hire legal representation when selling real estate.

