

ListMyHouse.com

MASSACHUSETTS

FACILITATOR VARIABLE RATE EXCLUSIVE LISTING AGREEMENT

MULTIPLE LISTING SERVICE (MLS) PLACEMENT

If you do not understand this agreement, please consult your own attorney.

Owner Name: _____ LISTING FEE: \$ _____

Owner Address: _____

Home Phone: _____

Cell Phone: _____ E-mail: _____

LOCATION OF PROPERTY TO BE LISTED

Address: _____

City: _____

State: MASSACHUSETTS

Zip Code: _____

List Price: \$ _____

Contact Name for Showings: _____

Contact Number for Showings: _____

Commission Offered to Buyer's Agent: _____ % (Typically 2.0%, 2.25% or 2.5% and not paid to ListMyHouse.com under any circumstances.)

Listing Date: _____ Listing End Date: _____

Owner

Owner

ListMyHouse.com

How did you hear about ListMyHouse.com? _____

In consideration of the mutual covenants and agreements herein contained, the undersigned Owner hereby agrees to give Michael J. Richards, d/b/a ListMyHouse.com, the Exclusive Agency to sell the above listed property for the price listed above and on the terms and conditions in this document. "Exclusive" means only that our agency agreement is Exclusive and that you will not be listing the property with any other office without first canceling with ListMyHouse.com. Owner will still remain a for-sale-by-owner. This agreement is NOT an "Exclusive Right to Sell".

The relationship of Michael J. Richards, d/b/a ListMyHouse.com, with the Owner will be that of a "Facilitator". Owner acknowledges receipt of the Massachusetts Mandatory Licensee Consumer Relationship Disclosure form which explains the nature of our agency facilitator relationship. Michael J. Richards, d/b/a ListMyHouse.com, will not be entitled to the offered agent commission under any circumstances. Owner must review the listing upon posting for accuracy and notify ListMyHouse.com immediately if there is any misinformation posted or omitted from the listing. ListMyHouse.com shall not be responsible for typographical errors, misinformation, misprints and shall be held harmless by Owner.

Owner and ListMyHouse.com hereby agree as follows:

I. LISTMYHOUSE.com WILL PERFORM THE FOLLOWING:

a. Provide a Listing of your property on the following:

- (i) MLS Property Information Network (MLSPIN) (Largest MLS in New England)
- (ii) Cape Cod & Islands MLS System (Cape Cod Properties Only)
- (iii) REALTOR.com
- (iv) Boston .com
- (v) ListMyHouse.com.

Many other websites will pull the listing from the MLS and REALTOR.com. ListMyHouse.com cannot guarantee if these additional websites will pull the listing. Accordingly, these websites are intentionally left out of this agreement.

- (vi)
- (vii) Provide Home Buying & Selling Manual
- (viii) Provide Deed Preparation for closing (upon request)
- (ix) Provide Standard Offer to Purchase and Purchase & Sale Agreement
- (x) Provide Lead-Based Paint Disclosure & EPA Pamphlet
- (xi) Provide Seller Disclosure Declaration Form
- (xii) Provide Massachusetts Law Summary
- (xiii) Provide Individual Property Web Page
- (xiv) Provide Recent Property Sales Data (Comps) (upon request)

II. LISTMYHOUSE.com WILL NOT PERFORM THE FOLLOWING:

- a. Provide representation or advice, legal or otherwise, to the Owner.
- b. Provide any service to the property owner not stated in this agreement except Owner authorized changes (price, offered commission, etc. and open house

Owner

Owner

ListMyHouse.com

- announcements).
- c. Negotiate offers or contracts, appraise, evaluate, give opinions of value, or claim to find buyers.
 - d. Attend the closing.

III. OWNER AGREES TO BE RESPONSIBLE FOR THE FOLLOWING:

- a. Determine asking price and terms.
- b. Make all arrangements for showings with agents and/or buyers.
- c. Make all arrangements for any open houses that Owner chooses to advertise and conduct.
- d. Review and negotiate all offers and purchase and sale agreement preparation.
- e. Notify ListMyHouse.com of any changes regarding price, terms, or conditions, including acceptance of an Offer.
- f. Not restricting the sale of the property according to race, color, religion, handicap, familial status, sex, national origin, or any other illegal discrimination.
- g. Fully 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.
- h. Authorize the release of a copy of the Purchase and Sale Agreement to ListMyHouse.com upon request.
- i. At closing, pay the offered agent fee that Owner requested to be posted on the MLS by ListMyHouse.com.
- j. Perform any other function necessary to seller the property.

IV. AUTHORIZATION

Owner represents that he/she/they has full authority to contract to sell the property, to convey the property and that no other person, entity or otherwise is necessary for these actions.

V. CANCELLATION

This agreement may be cancelled at any time in writing by Owner. However, Owner is obligated to pay the offered commission to an agent who procured a buyer(s) on any purchase and sale agreement entered into within 180 days of terminating or cancellation of this agreement if the buyer was introduced to the property by an agent while the property was listed by ListMyHouse.com.

VI. CHANGES TO THE LISTING AND OPEN HOUSE POSTINGS

Owner may make an unlimited amount of changes and open house announcements. There is no fee to "Cancel" or have the listing moved to an "Under Agreement" or "Sold" status. To Cancel or move the listing to an Under Agreement or Sold status requires Owner to request same via email using broker@listmyhouse.com. Sellers are required to notify ListMyHouse.com within 24 hours of accepting an offer or deciding not to show the property.

VII. ATTORNEY FEES

In any litigation arising out of this agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorney fees, costs and expenses.

VIII. OTHER AGREEMENTS

No prior or present agreements or representations shall be binding upon the parties unless they are included in this agreement. No modification or change in this agreement shall be valid or binding upon the parties unless in writing and executed by the parties hereto.

IX. PERSONS BOUND This agreement shall bind and inure to the benefit of the parties and their successors in interest.

NOTE: IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THERE WILL BE NO COMMISSION FEE PAID BY OWNER UNDER THIS AGREEMENT IN ANY CASE UNLESS A REAL ESTATE AGENT HAS DIRECTLY OR INDIRECTLY FURNISHED INFORMATION ABOUT THE LISTED PROPERTY TO THE BUYER OR OTHERWISE PARTICIPATED IN THE SALE. OWNER WILL PAY THE OFFERED COMMISSION TO AN AGENT ONLY IF THE AGENT IS THE SO-CALLED "PROCUREING CAUSE" OF THE SALE.

SELLER MAY CANCEL AT ANY TIME WITHOUT COST AND DOES NOT PAY ANY COMMISSION AT ANY TIME IF HE/SHE/THEY FINDS A BUYER WITHOUT THE ASSISTANCE OF AN AGENT.

Michael J. Richards, REALTOR®
Real Estate Broker
Broker License: 141113

Owner:

Date: _____

Owner:

Date: _____

OFFICE CONTACT INFORMATION

Michael J. Richards, Esq., REALTOR® d/b/a
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