



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

ML# _____

This is a legally binding contract, if not fully understood seek competent advice before signing.

This agreement is between _____ herein referred to as **Seller** and

Seller(s)

Licensed Real Estate Broker, herein referred to as **Principal Broker**.

Company & Principal Broker

Seller hereby gives to the Principal Broker the sole and exclusive right to sell the property located at _____

_____ as described in the attached addendum, which when reviewed and signed by Seller will become part of the agreement. Seller agrees that within _____ days they will review and approve the accuracy of the MLS listing as it appears on the service. A copy of the listing will be provided by the Principal Broker via fax, email or mail and the seller will advise the Principal Broker of any necessary changes. Information on said addendum is deemed reliable but not guaranteed by the Seller's representative. The listing price of subject property shall be \$ _____.

Seller authorizes Principal Broker to submit this listing information to the Hudson Valley Catskill Region MLS within 48 hours of the start date of the contract and to make an offer of cooperation to all participants in the MLS and to any other licensed broker with whom the Principal Broker deems is in the seller's interest.

The listing shall start on _____ and end _____ at midnight.

Seller agrees to pay to the Principal Broker a brokerage fee of _____ of the selling price when earned and in no event later than the time of closing as herein negotiated if a purchase offer is accepted by the Seller during the above period or extension thereof.

Seller and Principal Broker further agree that if subject property is sold, exchanged, conveyed or contracted to be sold, exchanged or conveyed to anyone during said term the Principal Broker shall be entitled to the aforementioned brokerage fee.

Seller agrees to allow Principal Broker to compensate any HVCRMLS member Brokers who may participate in the sale of subject property.

Seller hereby authorizes the Principal Broker to offer the following compensation to be a portion of the agreed upon commission or other compensation.

_____ Commission to a Buyer's agent _____ Commission to a Broker's agent _____ Commission to a sub-agent.

The Principal Broker may compensate any broker who is not a member of HVCRMLS at the Principal Broker's sole discretion.

Seller also agrees if a sale of subject property is made within _____ days after the expiration date of this agreement to any purchaser to whom the property was shown by anyone during the term of this agreement the said brokerage fee as indicated above will be paid to the Principal Broker. However, the Seller shall not be obligated to pay such brokerage fee if the subject property is listed in writing with another licensed real estate broker during such _____ days.

OWNER understands that if OWNER terminates the Principal Broker's authority prior to the expiration of its term, that the Principal Broker shall retain its contract rights to a commission and recovery of advertising expenses and any other damages incurred by reason of OWNER'S early termination of this agreement.

_____ **Principal Broker Initial & Date**

_____ **Seller Initial & Date**

During the term of this Agreement:

1. **Seller** hereby authorizes the **Principal Broker** to make and use photographs and promotional material of the subject property for advertising as the **Principal Broker** may deem advisable, and these shall be the sole property of the **Principal Broker**.
2. **Seller** grants to the **Principal Broker** the sole and exclusive right to affix and maintain the **Principal Broker's** "For Sale" sign on the subject property.
3. **Seller** agrees to refer any and all inquiries concerning the subject property to the **Principal Broker**.
4. **Seller** agrees to accept a binder or purchase contract for cash or contingent on the purchaser's ability to obtain conventional financing providing any other contingencies in the binder or purchase agreement are acceptable to **Seller**.
5. **Seller** agrees not to rent or lease the subject property during the term of this agreement.
6. **Seller** agrees that a MLS authorized lock box shall be installed Yes No

Seller and **Principal Broker** agree that the subject property is listed in full compliance with local, state and federal Fair Housing Laws including but not limited to non-discrimination based on race, color, religion, sex, disability, familial status, or national origin, age, marital status, military status, sexual orientation or identity, and agree to abide by said laws.

Seller elects that any offers to purchase the subject property and all negotiations shall be submitted by the _____ **Principal Broker** or authorized agent of **Principal Broker**.
(Listing or Selling)

Seller understands that any cooperating broker (subagent, buyer-agent or broker agent) or his representative has the right to participate in the presentation to the seller of any offer he secures to purchase. He does not have the right to be present at any discussion or evaluation of that offer by the seller and the principal broker. However, if the seller gives written instructions to the principal broker that the cooperating broker not be present when an offer that the cooperating broker has secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the **Principal broker's** right to control the establishment of appointments for such presentations.

Seller hereby authorizes the **Principal Broker** to continue to submit all offers to **Seller** until: (initial one)

- _____ 1. **Seller** has fully executed formal contract
- _____ 2. Closing on subject property

Seller hereby authorizes the **Principal Broker** to obtain a copy of the contract of sale and any revisions from the **Seller's** attorney.

The undersigned **Principal Broker** agrees to make diligent efforts to effect a sale of said property. **Seller** authorizes the **Principal Broker** to use his/her discretion in determining the appropriate marketing approach.

Rule 175.24 of the Rules and Regulations under article 12A of the Real Property Law requires the following explanation:

An "Exclusive Agency" listing means that if you, the owner of the property, find a buyer, you will not have to pay a commission to the broker, however, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

An "Exclusive Right to Sell" listing means that if you, the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.

This listing agreement shall remain in effect until the property is sold, the listing term expires or upon the written agreement to terminate the listing by both the **Seller(s)** and the **Principal Broker** (Licensed Real Estate Broker named herein).

I/We understand the above explanations and all terms of this Agreement.

SELLER _____ **Principal Broker** _____ Date _____ / _____ / _____

SELLER _____ Date signed by **Seller** _____ / _____ / _____

This form is supplied to MLS participant members as a courtesy of the Hudson Valley Catskill Region MLS. However, nothing herein shall be construed as making the Ulster County Board of REALTORS® or MLS, an agent of the seller, as they act solely as a distributor of this information.



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

This form was provided to me by _____ (print name of licensee) of Win Morrison Realty (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- Seller as a (check relationship below)
 - Seller's agent
 - Broker's agent
- Buyer as a (check relationship below)
 - Buyer's agent
 - Broker's agent
- Dual agent
- Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance informed consent dual agency
- Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form: signature of { } Buyer(s) and/or { } Seller(s):

Date: _____ Date: _____

****Buyer/Seller Hereby authorizes the Listing/Selling Broker to obtain a copy of the contract of sale and any revisions****



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by _____ (print name of Real Estate Salesperson/
Broker) of _____ (print name of Real Estate company, firm or brokerage)

(I)(We) _____

(Real Estate Consumer/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Real Estate Consumer/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



**PHASE 2
COVID-19 DISCLOSURE**

On January 30, 2020, the World Health Organization (WHO) designated the novel coronavirus, COVID-19, outbreak as a Public Health Emergency of International Concern. On January 31, 2020, the United States Health and Human Services (HHS) Secretary declared a public health emergency for the entire United States and on March 7, 2020, Governor Andrew Cuomo declared a State disaster emergency for the entire State of New York (the "Emergency").

Empire State Development (ESD) has determined that real estate services, including appraisals, inspections and other services necessary to complete a transfer of real property, may be conducted in-person for those regions that have entered Phase 2 of the reopening so long as required health and safety precautions set forth in the Interim Guidance Document published by ESD and the Department of Health are followed. It may become necessary for a real estate licensee, inspector, appraiser, buyer, tenant or other third party to access the Property. Such access raises the potential for liability resulting from exposure to COVID-19. By agreeing to permit such parties to enter the Property or by agreeing to enter the Property, all parties acknowledge there is an assumption of exposure to COVID-19 and any and all consequences and/or injury which may result from such exposure, including but not limited to, physical and/or psychological injury, pain, suffering, illness, temporary or permanent disability, death or economic loss. This disclosure will help you to make informed choices about access to the Property during the Emergency.

The undersigned hereby acknowledge receipt of this COVID-19 Disclosure Statement.

Seller/Buyer/Landlord/Tenant/Other Date Print name

Seller/Buyer/Landlord/Tenant/Other Date Print name

This form was provided by _____
Print Name of Licensee

of Win Morrison Realty a licensed real estate broker.
Print Name of Company, Firm or Brokerage

Owner _____ Property Address: _____

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement Pamphlet available at <http://www.epa.gov/lead/pubs/leadpdf.pdf>

Every purchaser of any interest in residential real 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 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.

Seller's Disclosure (initial)

- _____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 - Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.
- _____ (b) Records and reports available to the seller (check one below):
 - Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below).

 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- _____ (c) Purchaser has received copies of all information listed above.
- _____ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- _____ (e) Purchaser has (check one below):
 - Received a 10-Day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards: or
 - Waved the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- _____ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller	_____	Date	_____	Seller	_____	Date	_____
Agent	_____	Date	_____	Agent	_____	Date	_____
Purchaser	_____	Date	_____	Purchaser	_____	Date	_____



WWW.WINMORRISONREALTY.COM

63 John Street Kingston, NY 12401 845-339-1144 Fax 845-339-6877	56 John Street Kingston, NY 12401 845-339-9999 Fax 845-338-2444	232 Main Street Saugerties, NY 12477 845-246-3300 Fax 845-246-7060	2 Old Forge Road Woodstock, NY 12498 845-679-2929 Fax 845-679-0491	5 Tinker Street Woodstock, NY 12498 845-679-9444 Fax 845-679-2006	76 Main Street Phoenicia, NY 12464 845-657-4240 Fax 845-688-5217
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Property Address: _____

Seller's Name (printed): _____

RE: SMOKE/CARBON MONOXIDE DETECTOR

We the undersigned seller(s) of the above reference property hereby acknowledge that we have been advised by Win Morrison Realty that New York State requires that I (we) provide an installed and operational smoke detector/alarm and a carbon monoxide alarm by the date of the deed transfer.

_____	_____	_____	_____
Seller	Date	Purchaser	Date

RE: OIL/FUEL TANK

We the undersigned seller(s) of the above referenced property verify, to the best of my/our knowledge, the only fuel tank(s) on the above-mentioned property is (are) located

_____ at _____
(above-ground or below ground) (location)

_____	_____	_____	_____
Seller	Date	Purchaser	Date

AGRICULTURAL DISTRICT DISCLOSURE FORM AND NOTICE

for property commonly known as _____

When any purchase and sale contract is presented for the sale, purchase, or exchange of real property located partially or wholly within an agricultural district established pursuant to the provisions of article 25-aa of the Agricultural and Markets law, the prospective grantor shall present to the prospective grantee a disclosure notice which states the following:

It is the policy of this state and the community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-AA of the Agriculture and Markets Law.

Such disclosure notice shall be signed by the prospective grantor and grantee prior to the sale, purchase or exchange of such real property.

Receipt of such disclosure notice shall be recorded on a property transfer report form prescribed by the state board of real property services as provided for in section three hundred thirty-three of the real property law.

Initial the following:

_____ The aforementioned property IS located in an agricultural district.

_____ The aforementioned property IS NOT located in an agricultural district.

I have received and read this disclosure notice.

Seller: _____ Date: _____ Purchaser: _____ Date: _____

Seller: _____ Date: _____ Purchaser: _____ Date: _____



DISCLOSURE TO SELLER REGARDING PROPERTY CONDITION DISCLOSURE STATEMENT

As the seller of residential real property, you are required by law to complete and sign a Property Condition Disclosure Statement as prescribed by Real Property Law §462(2) and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to signing by the buyer of a binding contract of sale. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and seller must be attached to the real estate purchase contract. If you acquire knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, you must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, will you be required to provide a revised Property Condition Disclosure Statement after the transfer of title from you to the buyer or after the buyer has commenced occupancy of the property. If you fail to deliver a Property Condition Disclosure Statement to the buyer prior to the buyer signing binder contract of sale, the buyer will be entitled to a credit in the amount of \$500.00 against the purchase price of the property upon transfer of the title.

I have received and read this disclosure notice.

_____ to provide the Property Condition Disclosure Statement

_____ to credit the purchaser in the amount of \$500 and not to provide the Property Condition Statement

DATE: _____

Seller(s): _____

DATE: _____

Buyer(s): _____
