

EXCLUSIVE AGENCY LISTING AGREEMENT (V2.57 724)

This agreement is made on _____ between Northern Star Realty (the "Broker")

and _____ (the "Owner").

1) PROPERTY: Owner (Seller) represents that Owner is the legal titleholder to the property commonly known as

_____, in the City/Town of _____ NY and has the complete legal authority to sell the property. Owner agrees to offer for sale through the services provided by Broker the property, fixtures and all improvements thereon.

2) SELLING PRICE: The property and all improvements are offered for sale at a selling price of

\$_____. Owner is solely responsible for determining the appropriate selling price of the property.

3). TERM The term of this agreement shall start on _____ and end on _____. A sold and recorded property transaction will end this agreement sooner. If the sale and purchase occur after the expiration of this agreement, then this agreement shall survive the closing and shall continue to be applicable to the transaction.

4) OWNER'S OBLIGATIONS, MLS INFORMATION, VERIFICATION FORM AND REPORTING:

- a) Owner represents and warrants that he/she is not under contract or utilizing the services of any other licensed real estate Broker in connection with the property at present time.
- b) Owner represents and warrants to Broker that the information provided in the profile/data form submitted to Broker by Owner is true and accurate to the best of Owner's knowledge. Owner understands that Broker does not conduct any investigation of the property to verify the information provided by Owner and is not responsible for the accuracy of the information.
- c) Broker shall input the above referenced information with the local MLS. Owner agrees to verify that the information submitted to the MLS is correct and Owner agrees to sign a verification form sent by Broker to Owner within 24 hours of receipt. In the event Broker does not receive the signed form within said time, Broker may remove the listing from the MLS until the verification form is received.
- d) Owner agrees to make the property available to MLS members at all reasonable hours for showing to prospective buyers during the term of this agreement upon receiving reasonable notice from Brokers/Agents as advertised in the MLS. Owner agrees once the listing is active, it should be shown with reasonable notice from agents (typically 24-48 hrs). If Owner chooses to do delayed showings and negotiations then they will fill out the proper forms with Broker and the MLS before it is listed or pay the fine imposed by the MLS to Broker for failing to do so.
- e) Owner understands and accepts that Broker is not agreeing to find or obtain a Buyer for the purchase of Owner's property and that the only service provided by it are those listed herein.
- f) Owner shall agree to timely reporting of accepted offers as required by the MLS. Owner agrees to forward a complete copy of the accepted real estate sales contract with price, terms and all disclosures to Broker within 24 hours after Owner and Buyer sign the contract (even before approvals and inspections). It will then be reported to the MLS as required or Owner will be responsible for paying any fines imposed to Broker by the MLS for failing to report the accepted offer on time.
- g) Owner also is responsible for notifying Broker within 24 hours of the closing or Owner will be responsible for paying any fines imposed to Broker by the MLS for failing to report the closed sale on time. The sale price and terms will be reported to the MLS after it has closed.
- h) Owner may amend the list price at any time by submitting changes to Broker in writing (including notification by fax or e-mail). After Broker has been authorized to change the list price, it will be done with the MLS. All MLS status changes must also be in writing to the Broker.
- i) Owner shall permit Broker to provide property address, email and phone number in the MLS, on Northern Star Realty website and on any other site that the MLS allows. The MLS does not allow owner contact info on many external sites.
- j) Owner may do supplemental advertising of the property but any such advertising shall not contain Broker's name, telephone or fax number, e-mail, or any other information about the Broker. The property shall not be advertised at a price different from what appears in the MLS listing.

k) Broker advises Owner to obtain expert assistance with respect to legal, tax and accounting matters or matters relating to zoning, surveying, inspections, construction, hazardous materials, engineering, or other matters that are not within the expertise of Broker or Broker's Agents. Broker shall have no liability with respect to such matters.

5) OWNER AGREES TO INDEMNIFY, DEFEND, AND HOLD BROKER HARMLESS FROM:

a) Any violation of any ordinance, regulation, statute or law regarding Owner's disclosure obligations.

b) Any violations of any federal, state, or local law concerning fair housing.

c) Any claims, demands, suits, damages, liability, losses, costs or expenses including attorney's fees arising out of any Owner misrepresentation, negligence, non-disclosure, concealment, non-performance of any purchase or sale agreement, the use of a lock box, or payment of any commissions by Owner in connection with sale of the property including without limitation, the inaccuracy or incompleteness of any information provided by Owner for listing on the MLS. This clause will survive Brokers performance and the transfer of title.

d) any complaints made by a buyer before or after possession of the property with respect to any defects in the property.

e) any damages, costs, attorney fees or other expenses as a result of any damage to the property, loss or theft of personal goods from the property or any personal injury to Owner or other person sustained on the property not caused by Broker's negligence arising directly or indirectly from such marketing service.

6) FLAT FEE: Owner agrees to pay Northern Star Realty (Broker) at the time of entering into this agreement a flat fee of \$_____ for the term that this agreement is in effect and Broker shall not be entitled to any other listing commission as a result of the sale of Owner's property. This listing agreement does not become effective until flat fee is paid to Broker. Broker's flat fee is nonrefundable once listed unless Owner decides to list property with a full service broker that Northern Star Realty refers to. When property closes, Northern Star Realty will refund the flat fee from its referral fee it collects from the full service broker.

The following is included: a) Insertion in the MLS servicing the Syracuse, Rochester & Buffalo areas whichever applies. b) Advertise and Insert on various websites including Realtor.com. c) Insertion of Owner supplied digital photos published in the MLS as specified in plan. d) Initial phone consultation with listing Broker. e) Unlimited price/remarks changes & open house listings in the MLS and select sites. f) Contracts and other forms necessary to complete the sales transaction (if needed). g) Unlimited marketing support 24/7. h) Printable fact sheet master copy. i) Buyer leads forwarded. j) Miscellaneous items advertised on Northern Star Realty website.

The Gold Plan also adds the following: a) Insertion of additional Owner supplied digital photos published in the MLS up to the maximum allowed. b) Written offers reviewed with coaching (if needed). c) "For Sale" sign delivered by U.S Mail. e) Marketing report emailed to Owner. g) Miscellaneous items advertised on Northern Star Realty website.

7) OWNER'S ACKNOWLEDGEMENT OF BROKER'S LIMITED DUTIES: This agreement limits the performance requirements of Broker as set forth herein. Broker agrees to enter the information provided by Owner with the local MLS and on additional external websites that the MLS syndicates to during the term provided herein. Owner agrees that external websites are proprietary and may display listings differently than the MLS and that Broker does not control the content, quality, or display of external websites. Broker is not representing Owner as a full service real estate agency but rather has limited obligations to Owner (Limited Service Agreement). Owner acknowledges that Broker is only providing a service to assist Owner in entering property in the MLS with limited services. Broker has no obligation to prepare or negotiate on Owner's behalf a real estate contract for the sale of the property. Owner acknowledges that selling the property may be complicated and may require professional legal assistance. Owner agrees to obtain legal assistance as Owner deems necessary. Broker recommends an attorney approval with any offer Owner accepts.

No other agreement, expressed or implied, shall be held to impose any greater relationship than set forth herein.

Owner waives any claim or cause of action they may have against Broker and it's agents arising as a result of any act or omission of Broker/agents. Owner accepts the responsibility to comply with all ordinances, regulations and statutes pertaining to Owner's offer for sale and sale of the property. Owner agrees that the limit of Broker's liability to Owner under this agreement or related to Broker's performance of services requested by Owner is limited strictly to the flat fee paid to Broker by Owner and no more. Broker has no responsibility or custody of the property including management, maintenance, or repair.

8 A) OWNER'S CHOICE TO COMPENSATE A BUYER'S BROKER OR SUB AGENT:

Owner understands that compensation is not set by law or any realtor association or MLS and that compensation is fully negotiable. An offer of compensation to a cooperating broker who produces a buyer for the listed property is not required. However, Owner may choose to offer compensation directly to the cooperating broker. A Owner may receive requests for compensation from a cooperating broker as part of the purchase offer or separately. The owner has the right to accept, deny, or negotiate the amount of compensation being requested by the cooperating broker. Owner understands that paying a Buyers Broker (or sub agent) a commission is voluntary and is not required to be in the MLS. If Owner chooses to do so, it is Owner's sole choice. Owner acknowledges Northern Star Realty or any of it's agents had no decision, bearing or direction in them paying a Buyer's Broker a commission or not. Owner understands that if Owner chooses to pay a Buyer Broker or sub agent a commission, Owner will set that amount of their own choosing in the listing agreement with Northern Star Realty and understands that there is no minimum or maximum commission to the Buyer Broker or sub agent required.

Owner acknowledges that commissions are fully negotiable and not set by law. _____ Initials

B) If Owner does intend to offer a Buyer Broker or sub agent compensation (commission), Owner agrees that in the event a licensed real estate Broker is involved in presenting and procuring a Buyer to purchase the property, Owner shall pay to said Buyer Broker or sub agent _____% (percent) of the sales price or \$_____ at closing directly or through Owner's attorney. Northern Star Realty will not be collecting or disbursing any commissions. Any change in the amount of commission paid to a cooperating Broker must be in writing and agreed to by all parties. Owner understands that offers of compensation to cooperating Brokers can not be advertised in the MLS (Starting Aug 15, 2024). Owner gives listing Broker permission to share any offers of compensation Owner is offering to a Buyer Broker or sub agent with other brokers or agents who may inquire or by advertising such.

C) If Owner fails to pay commission as agreed to Buyer Broker or sub agent at closing, then Owner shall be also be responsible for any legal fees and court costs incurred by Northern Star Realty (Broker) to defend any claims arising out of Owners breach of this contract or fees incurred by the Broker to collect fees provided by this agreement or agreed to with the buyer broker or sub agent directly..

D) Any Broker/Agent who brought Buyer clients through Owner's property while it was listed under this agreement shall be due the Owner agreed to buyer broker commission at closing if said Buyer/Client contracts to purchase subject property for an additional 60 days after the expiration date of this agreement (protection period). If during the term of the said protection period a valid exclusive right to sell listing agreement or exclusive agency agreement (MLS Listed) is entered into with another licensed real estate Broker than protection period shall not apply.

C) This agreement does permit the Owner of the property to sell the property to a Buyer not represented by a real estate Broker/Agent and in that event, Owner would owe no additional fees or commissions providing Buyer states in writing that he/ she is not being represented by a real estate Broker/Agent with regard to the transaction and that a Broker/Agent did not show them the property or was the procuring cause while it was listed. A copy of Buyer's statement must be sent to Northern Star Realty at time the offer is accepted.

9) BROKER SHALL NOT HOLD ESCROW MONEY: Other than the flat fee paid by Owner for Broker's services, Owner shall not tender to Broker at any time, any money for deposit or to hold on Owner or Buyer's behalf. Owner shall not execute a sales contract, which stipulates or requires Broker to hold earnest money or a possession escrow.

10) DISCLOSURE: a) Owner acknowledges that NY law may require Owner/Seller to provide a buyer with a Residential Property Disclosure form or other similar forms/disclosures requiring the disclosure of conditions or defects in the Property (i.e property condition, lead based paint, agricultural, etc.). Broker shall provide Owner with necessary disclosure forms at Owners request, otherwise Owner is responsible for obtaining its own forms. Broker recommends that Owner consult with legal counsel concerning Owners disclosure requirements or the completion of any disclosure form. b) Owner agrees to indemnify Broker from any claims, lawsuits, and actions that result from Owner failing to disclose any known material defect and/or environmental hazard and Owner further agrees to pay all of Broker's legal fees and costs including attorney fees, court ordered payments or settlements as a result. Owner agrees to hold Broker harmless for any violation of any ordinance, regulation, statute or law regarding Owner's disclosure obligations. c) Any Seller of property built before 1978 must give buyer an EPA pamphlet entitled "Protect Your Family From Lead in the Home". Owner assumes responsibility for providing this to buyers and Northern Star Realty will provide form to Owner. There is also a separate lead based paint disclosure that the Owner must fill out if property was built prior to 1978 when listing the property.

11) EQUAL AND FAIR HOUSING LAWS: Owner acknowledges pursuant to the Equal Housing Opportunity laws that Owner has a responsibility and a requirement not to discriminate in the sale of property on the basis of race, color, religion, sex, handicap, disability, familial status, marital status, sexual orientation, military status, pregnancy, gender identity, use of support/guide animals, domestic violence victim status, or national origin. Owner cannot instruct Broker to convey any limitations in the sale of the property based upon any of the foregoing as Broker is also bound by the law not to discriminate. Do not discriminate to potential Buyer's in any way as U.S. fines are extreme. This includes but is not limited to refusing to sell, show, or rent properties, loan money, or set deposit amounts or as reasons for any decision relating to the sale of the property. Treat everyone as equal.

12) NO OFFENSIVE ITEMS ON DISPLAY: Owner agrees that Northern Star Realty has not physically inspected the property and the improvements on it. The owner represents, warrants, and confirms that there are no offensive items or decorations visible anywhere at the listed property (house, basement, garage, barn, shed, etc.) including but not limited to signs, banners, posters, objects, etc. or other items which are or may be perceived as offensive, sexual, or discriminatory on grounds of race, religion, gender, or national origin. Owner has the obligation to show the property to potential buyers and real estate brokers. Owner agrees that failure to comply may prevent the sale and also negatively affect the business and reputation of Northern Star Realty. In the event of non-compliance, Broker reserves the right to unilaterally remove its listing without refund and pursue any other legal remedies.

13) USE OF LISTING CONTENT AND LICENSE. Unless Owner delivers to Broker a written certification in a form acceptable to Broker that Owner does not desire the Listing Content (as defined below) to be disseminated by the MLS or any other multiple listing service, Owner acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the property provided by Owner to Broker or Broker's Agent (the "Owner Listing Content"), or otherwise obtained or produced by Broker or Broker's Agent in connection with this Agreement (the "Broker Listing Content"), and any changes to the Owner Listing Content or the Broker Listing Content may be filed with the MLS or other multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Owner grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Owner Listing Content, to prepare derivative works of the Owner Listing Content, and to distribute the Owner Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for whatever reason. Owner represents and warrants to Broker that the Owner Listing Content, and the license granted to Broker for the Owner Listing Content, does not violate or infringe upon the rights, including any copyright rights, or any person or entity. Owner acknowledges and agrees that as between Owner and Broker, all Broker Listing Content is owned exclusively by Broker, and Owner has no right, title or interest in or to any Broker Listing Content.

14) CANCELLATION: a) Owner may cancel this agreement at any time before the end of the term with 24 hour written notice to Broker unless property is already under contract to purchase with a buyer. b) Owner may not cancel this contract when there is an ongoing offer being presented by a Buyer Broker that is being negotiated. c) Owner may not cancel this contract to avoid or circumvent paying a deserving Buyer Broker's fee or commission in any way. d) Broker reserves the right to cancel this contract at any time without refund if Owner is uncooperative, unresponsive, or is not abiding by or attempting to circumvent any MLS rules or terms of this agreement.

15) DEFAULT: In any action, proceeding or arbitration to enforce any provision of this listing agreement, or for damages caused by default, where Broker is the prevailing party, Broker shall be entitled to reasonable attorney's fees, costs and related expenses such as expert witness and investigator fees. In the event Broker hires an attorney to enforce the collection of any brokerage commission that is due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, Owner agrees to pay such attorney's fees, costs and related expenses.

16) DISPUTE RESOLUTION: In the event a cooperating Buyer Broker or aggrieved party files an arbitration claim or lawsuit against or in any way involving Broker that seeks payment of a commission or money damages in connection with the sale or attempted sale of said property, Owner agrees to indemnify, defend, hold Broker harmless from and help Broker in defense of any such claim or lawsuit (duty to defend). If Owner fails to fulfill its duty to defend, Broker may seek indemnity, contribution and/or reimbursement from Owner for all costs incurred as a result of the claim or lawsuit including attorney fees as well as recovery of all costs and collections including attorney fees, collection agency fees, court costs and expenses. Should a cooperating Buyer Broker prevail against the Broker for a failure to receive commission from Owner, Owner indemnifies and holds harmless Broker and agrees to pay all damages awarded by an arbitrator or a Court of Law to the Buyer Broker.

17) NOTICE TO OWNER REQUIRED BY NEW YORK REAL PROPERTY LAW 294-B. At the time of closing, you may be required to deposit the Broker's commission with the County Clerk in the event you do not pay the broker his or her commission as set forth herein. Your obligation to deposit the Broker's commission with the County Clerk may be waived by the Broker.

18) HOME EQUITY THEFT PREVENTION ACT (REAL PROPERTY LAW SEC. 265) Owner agrees that a) Owner is not in default of any mortgage affecting the property by reason of there being payments due and unpaid for 2 months or more b) There are no actions pending against the real property to foreclose a mortgage c) The real property is not shown on the active tax lien sale list. d) Owner has sufficient funds to close the sale of the property and pay closing expenses (including the use of proceeds from such sale). If any of these items change, Broker shall be notified.

19) "FOR SALE" Sign: (NYS DOS ADVERTISING REGULATION Sec 175.25(d)(5)): "Notwithstanding subdivision (c) (1) of this section, unless otherwise prohibited by local law, any property listed through a real estate broker must be advertised as such, and any signage placed upon such property soliciting the sale or lease of the property must identify the representative broker or brokerage."
This means owner of listed property with Northern Star Realty may not use a "For Sale By Owner" yard or window sign. If you choose to use a "for sale" sign, only the official Northern Star Realty sign may be used. Broker reserves the right to cancel the listing without a refund if this rule is not adhered to. Please note however if you use a Northern Star Realty sign, the owner's phone number will be on both sides of the sign and identified as such. The sign rule must be adhered to because it's listed with a Broker. You can also choose not to use a sign. Also a Northern Star Realty yard sign may not go up before the listing is active in the MLS or Owner will be responsible for any fines imposed by the MLS..

20) MLS SERVICE NOT PARTY TO CONTRACT: This listing agreement does not directly or indirectly establish any contractual relationship between NYSAMLS, Inc which includes Upstate New York Real Estate Information Services, LLC. (UNYREIS), Western New York Real Estate Information Services, LLC. (WNYREIS), Central NY Information Service, Inc. (CNYIS) and the Buyer or Owner/Seller.

21) 24 HOUR NOTIFICATIONS I (We) will notify Northern Star Realty (in writing) within 24 hours of accepting a written offer. Strict MLS rules state all accepted offers must be reported quickly so the correct MLS status can be applied or fines will be levied. As long as buyer and seller have signed the contract and even if not yet approved by the attorneys or even if the home inspection is not yet complete they still have to be reported to the MLS by the listing broker within a specified time frame. MLS status will still be in an active status but it will be changed to "C- Continue to show" status so other agents know there is a contract in the works. Sellers can also choose to put "pending" status at any time if they don't want any more showings. I (We) agree to forward a complete written copy of any accepted offer (with all disclosures) **within 24 hours of acceptance.**

I (we) agree to pay for any fines levied to Northern Star Realty by the MLS as a result of me (us) not reporting any accepted offer to Northern Star Realty on time. **Minimum fine shall be \$500.**

I (we) also agree to notify Northern Star Realty in writing (email) **2-3 days before any confirmed closing date AND immediately after it has closed (same day - within 24 hrs)** or I (We) agree to pay for any fines levied to Northern Star Realty by MLS as a result of me (us) not reporting the closed sale to Northern Star Realty on time. **Minimum fine shall be \$500.**

22) PHOTOS I (We) also verify that all photos submitted by me (us) for publication in the MLS are our original photos and not from a previous listing (unless you have written permission from the owner of the photos which must be supplied to Northern Star Realty at the time of listing). I (We) verify that we have all ownership rights to the photos and that there are no copyright violations or 3rd party rights infringements with them. I (We) will be responsible for any actions or fines levied Northern Star Realty because of this infraction. **Minimum fine shall be \$500.**

23) COVID 19 MANDATES AND RULES I (We) agree to abide by and follow all CDC and NYS Covid 19 mandates and regulations regarding the in-person showings of my (our) property. I (we) also agree to follow Northern Star Realty's rules/procedures regarding the showings to prospective buyers during the Covid 19 pandemic. Northern Star Realty reserves the right to cancel my (our) listing without a refund if I (we) do not follow the Covid 19 showing instructions and CDC/NYS mandates.

24) MISC Broker reserves the right to cancel listing at any time if not under contract and will thus give the seller a prorated refund should that occur. Notice shall be in writing.

25) AUDIO-VIDEO SURVEILLANCE The following applies if the property is equipped with surveillance devices (e.g., cameras and other audio and/or video recording devices)

WARNING: The crime of eavesdropping is a Class E Felony under NY Penal Law 250.05. In the event Owner has a recording system in or on the property that records audio and/or video, Owner understands that recording of audio may result in a violation of state and/or federal wiretapping laws. Therefore, Owner hereby releases and holds harmless Listing Broker, its designated agents, sub-agents, sales associates, and employees from any liability which may result from the recording of audio and/or video in or on property. **Further, if a Seller can view a potential buyer and use their appearance in deciding whether to sell to that particular buyer, there may be a potential fair housing violation.**

REQUIRED EXPLANATION The Secretary of State, State of New York, requires that the following explanation be given to homeowners and acknowledged by them in the listing of property:

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. 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."

Owner(s) understands that Northern Star Realty is paid at the time of listing and does not collect any other listing commission upon the sale of the property. Owner(s) has fully reviewed this agreement and agrees to the above listing terms and conditions which shall be legally binding. Consult an attorney if needed. Owner(s) also warrants to the best of their knowledge the information relating to the property on the Property Profile/Data Form is correct and that Broker has made an appropriate disclosure to Owner on the Agency Disclosure form provided by the NY Dept. of State.

Owner(s) understand that the listing Broker and buyer Broker fees and commissions are not set by law and are fully negotiable.

OWNER _____ Date _____

OWNER _____ Date _____

Email _____ Phone _____

OK to use Email in MLS? Yes _____ No _____

Phone number for agents to contact you _____

Listed Property Address _____

Residing (Mailing) Address _____

BROKER _____ Date _____

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