

From The Office of RichHaen.com Realty

AGREEMENT FOR EXCLUSIVE RIGHT TO SELL

Date: _____

Concerning the Property Located At: _____ Listing Price \$ _____

In consideration of the mutual covenants and agreements herein contained, the undersigned Seller hereby gives to the undersigned Broker the sole and exclusive right to sell the said property for the price and on the terms and conditions herein set forth.

1. The period of this Agreement shall be from _____ to and including _____
2. The Broker agrees to use reasonable efforts to procure a ready, willing, and able Buyer of the property in accordance with the 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 – *respondet 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 activities of a violator. It can be distinguished from contributory liability, another form of secondary liability, which is rooted in the tort 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)*

<p>a. Market property through on MLSpin.com which guarantees global exposure...see notes below* b. Market property in the Boston Homes Newspaper, and post a For Sale Sign d. Compensate all Real Estate "Buyer Agents" 50% of the agreed-upon Listing fee</p>
--

5. The Seller agrees:

- a. To refer all inquiries and offers for the purchase of said property to the Broker;
- b. To cooperate with the Broker in every reasonable way;
- c. To pay the Broker a fee for professional services of five percent (5%) ONLY IF & WHEN:
 - (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.
 - (2) The said property, or any part thereof, is sold through the efforts of anyone including the Seller; or
 - (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.

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. The Seller understands and agrees that the property will be marketed in compliance with all fair housing law.

NOTE: Once an offer has been accepted in writing and a transaction is pending, the Broker shall have no obligation to market the property or present further offers to the Seller and the property will be placed "Under Agreement" in MLSpin.

--

Broker/Owner RichHaen.com Realty (MA Lic # 009510196)

--

Seller _____

--

Seller _____

<p>* MLSpin is New England's largest real estate database providing Global Exposure to every real estate agency in the state, every prospective buyer on the planet including relocation buyers, and all internet search engines, including Google, Yahoo, Bing & Ask...leaving no stone unturned; Guaranteed by the National Association of Realtors NAR!</p>
--

<p>Your property will also be marketed for sale on all national and local real estate company websites including Coldwell Banker, Sotheby', Keller Williams, Compass, William Raveis, Douglas Elliman, Campion & Company, Remax, Prudential Real Estate, Century 21, ZIP Realty, Redfin, and RichHaen.com Realty, along with all of your independent local neighborhood real estate offices...and many more.</p>
--

<p>To reinforce your property's presence on the internet, strategic internet partners will further expose your property for sale on the consumer websites including Zillow, Trulia, Realtor, HotPads, Move...and many more.</p>

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

(Check one) Seller's Agent Buyer's Agent Facilitator

Relationship with others affiliated with RichHaen.com Realty - License Number 9028136 – Designated Agency

Only the real estate agent(s) listed below represent the consumer named in this form (**designated seller or buyer agency**). In this situation any firm or business listed above and other agents affiliated with the firm or business do not represent you and may represent another party in your real estate transaction.

By signing below I, the real estate licensee, acknowledge this disclosure was provided timely to the consumer named herein.

(Signature of real estate agent)

Richard D. Haen

(Printed name of real estate agent)

MA 009510196

(License #)

By signing below I, the consumer, acknowledge that I have received and read the information in this disclosure.

(Signature of consumer)

(Printed name of consumer)

(Signature of consumer)

(Printed name 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 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, 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.