

NaShoba Properties Inc.

Massachusetts Listing Agreement

Please read, if you do not understand this agreement, consult an attorney.
 Fax to 1-978-222-0698 or Scan and e-mail to shobana@nashobaproperties.com

I/We:

Owners Name: _____

Owners Address: _____

Home Phone No: _____ Work Phone No: _____

E- Mail: _____ Cell Phone No: _____

hereby grant to: Shobana NandeshKumar, (NaShoba Properties Inc.) a real estate broker licensed in Massachusetts and New Hampshire ("Broker"), the EXCLUSIVE AGENCY WITH VARIABLE RATE COMMISSION to LIST the following property on NH MLS.

Address: _____ Unit # _____

City: _____ County: _____, Massachusetts, Zip: _____

LIST PRICE	\$
LISTING FEE	\$ 150.00
Contact Name for Showing	
Contact Phone Numbers for Showing	
Contact Email Address for Showing	
Commission Offered to Buyers Agent (Not paid to NaShoba Properties Inc. under any circumstances.)	%
Commission Offered to Facilitator (Not paid to NaShoba Properties Inc. under any circumstances.)	%
Listing Start Date (Must enter date)	
Listing End Date (Should not exceed 180 days from the listing start date. MUST enter the date.)	

This Agreement Expires when the Listing Agreement is canceled by the Seller and NaShoba Properties Inc. or on the Listing End Date which ever occurs first. NaShoba Properties Inc. will list this property for 180 days or up to the listing end date which ever occurs first, starting from the Listing start date. There is a \$15 FEE to make changes to the listing in the MLS after 24 hrs from listing the property in MLS.

In consideration of the mutual covenants and agreements herein contained, the undersigned Owner hereby gives to NaShoba Properties Inc. the Exclusive Agency to Sell listing agreement with a variable compensation rate, the above listed property for the price and on the terms and conditions herein stated, or any other price and terms to which the owner may authorize and consent. Please note the word "Exclusive" refers only to our agency agreement and this is different from an Exclusive Right to Sell. This only means that you will not be listing the property with any other office, and you still remain a For Sale By Owner. Owner acknowledges his/her/their duty to disclose to NaShoba Properties Inc. all pertinent information about the property, adverse or otherwise, and understand that all such information will be disclosed by NaShoba Properties Inc. to potential purchasers/agents. Owner agrees to hold NaShoba Properties Inc. harmless from any claims, which may result from failure to disclose such information about the property. If any pertinent fact, event or information about the property comes to owner's attention, owner will immediately notify the potential purchaser and NaShoba Properties Inc. of same. Furthermore, owner will complete and deliver a property disclosure statement. Said form (attached hereto) shall be incorporated into this agreement. NaShoba Properties Inc. shall not be responsible for typographical errors, misinformation, misprints and shall be held harmless by the Owner.

All sales must go through NaShoba Properties Inc. and no other Broker may list the property during the term of the listing. The owner and NaShoba Properties Inc. can cancel this agreement at any time and the owner must cancel with NaShoba Properties Inc. in writing before listing with another Broker. Even sales directly with buyers must be processed by NaShoba Properties Inc. and MLS will be updated accordingly. The BROKER shall have no obligation to market the PROPERTY, negotiate offers or contracts and provide any other service to the property owner other than listing the property in MLS and provide continuous support to authorized changes from the seller to the MLS upon payment. The BROKER is not hired as a property inspector, septic inspector, survey or tax adviser, evaluate, give opinions of value, or attorney and if such services are desired, OWNER should hire professionals.

The relationship of the Real Estate Licensee with the Consumer will be that of Facilitator as described in Massachusetts Mandatory Licensee-Consumer Relationship Disclosure form, which explains the nature of this relationship. Said form (attached hereto) shall be incorporated into this agreement.

NaShoba Properties Inc. will earn the above stated listed fee and will not earn any of the offered commission.

The Owners of the listing property and NaShoba Properties Inc. agree:

I. NaShoba Properties Inc. Will Perform the following :

List your property in the following :

- MLS Property Information Network for the Massachusetts MLS with 1 to 30 photos.
- MA-NH-HOMES.com

II. NaShoba Properties Inc. WILL NOT perform the following :

1. Provide representation or advice, legal or otherwise, to the sellers.
2. Provide any service to the property owner's not stated in this agreement except seller authorized changes (commission, price, data, etc changes & open house announcements upon payment).

III. The Owner Agrees to be responsible for the following:

1. **Complete the Massachusetts Mandatory Licensee-Consumer Relationship Disclosure form (Seller understands that NaShoba Properties Inc. only offers "CUSTOMER-LEVEL" service as a "FACILITATOR"), Mandatory Federal Lead Paint Property Transfer Notification Certification disclosure form (Sellers who do not meet these requirements can face a civil penalty of up to \$10,000 & possible criminal sanctions, as well as liability for resulting damages.) and Sellers Property Information Report. Said forms (attached hereto) shall be incorporated into this agreement.**
2. **DISCLOSURE:** Seller agrees to provide all Buyers with a **"SELLER PROPERTY INFORMATION REPORT"** prior to accepting an offer to sell the property. Seller shall not seek nor receive any kind of assistance from NaShoba Properties Inc. to complete the said form. The said Information Report shall include all material defects which include, without limitation, disclosure of lead based paint, water supply, sewerage disposal system, insulation, hazardous material and any other disclosures required by Massachusetts law. The Seller shall be solely responsible for the proper disclosure, of any informational documents, such as lead paint disclosure, seller property information reports, historical deeds, tax assessment cards, etc. The seller also authorizes the publication of all such information, that the documents are accurate, and that the publication of the documents and information is in compliance with applicable law. Seller agrees not to hold NaShoba Properties Inc. responsible for any omissions or lack of disclosures and indemnifies NaShoba Properties Inc. for any damages that arise out of an omission or lack of disclosure with respect to the property made by any party.
3. Submit photos of the listing property with this Listing Agreement and also authorizes the photos to be listed in MLS.
4. Any fines from the MLS due to the Seller's negligence will be passed on to the Seller.
5. Determine asking price, terms and conditions. Review and negotiate all verbal and contractual offers. And to perform any actions which are necessary to complete the Real Estate Conveyance.
6. To assist in the sale of said property by directly receiving telephone calls, emails from cooperating Buyer's Agents, Facilitator and interested Buyers and returning calls and emails to such parties in a timely manner.
7. To provide reasonable access and arrange showings to cooperating Buyer's Agents, Facilitator, interested Buyers and to Buyers Appraiser/Inspector.
8. The Seller shall be solely responsible for safeguarding the personal property and valuables located in the listed property. The Seller also agrees to hold NaShoba Properties Inc. harmless from any damage or loss that might result from authorization provided in this Agreement.
9. **To inform NaShoba Properties Inc. within 24 hours of accepting an OFFER or DECIDING NOT TO SHOW THE PROPERTY. Including of any changes regarding price, terms, or conditions.**
10. Full Disclosure of any and all defects in the property, which are not open and obvious and which may materially affect the desirability or the value of the property.
11. To cooperate with NaShoba Properties Inc. in every reasonable way, and authorize the release of a copy of the Purchase & Sale Agreement to NaShoba Properties Inc. upon request.
12. The Owner may post their own "For Sale" sign but not one that says "by Owner".
13. Owner understands & agrees that the property will be marketed in compliance with all applicable fair housing laws. Not restricting the sale of the property according to race, color, religion, handicap, familial status, sex,

national origin or any other illegal discrimination.

14. **To pay NaShoba Properties Inc. a fee for professional services of \$150.00 for listing the property in MLS, which is fully earned and non-refundable upon submitting Owner's property to the MLS.**
15. At Closing, pay co-fee to Broker presenting "Selling Agent" who procures a Buyer ready, willing and able to buy said property, or any part thereof, in accordance with the price, terms and conditions that the Owner requested to post on MLS, or such other price, terms and conditions as shall be acceptable to the Owner.
16. Perform any other function necessary to sell the property.
17. To keep a copy of the executed Listing Agreement, all addendum regarding this Listing Agreement.
18. **Within 24 hours of closing, OWNER must provide NaShoba Properties Inc. a copy of the HUD form. This information on this document will close out your MLS listing.**

III. **AUTHORIZATION:** The Sellers represent that he/she/they have full authority to contract, to sell the property and to convey the property pursuant to the contract and that no other person, entity or otherwise is necessary for these actions. The Seller authorizes NaShoba Property Inc. to include the identifying information regarding the seller, such as name and property address, photos, phone number, so that the agents / buyers can call the Seller directly for showing the property and for any information regarding the property.

IV. **CANCELLATION:** This Agreement can be canceled at any time in writing by Seller and NaShoba Properties Inc. **However the Owner is obligated to pay the offered co-fee commission to Buyers Agent or Agent procuring Buyer(s), if the said property, or any part thereof is sold within 90 days of terminating or cancellation of this Agreement to anyone who was introduced to the said property through the efforts of any Licensed Massachusetts real estate Broker/agent, prior to the expiration of said term.** NaShoba Properties Inc. holds the right to Cancel this Agreement if the Seller remains unresponsive for more than 24hrs of correspondence from NaShoba Properties Inc. or other co-operating Agencies, or if the Seller is found to be in violation of any terms set forth in this Agreement.

V. **Renewal/Expiration:** There is no renewal allowed for this Listing Agreement. After the Listing End Date the Seller has to enter into a new Listing Agreement and pay the appropriate Listing Fees and the property will be listed in MLS in compliance with its rules.

VI. **CHANGES TO THE LISTING & Enhancements:** *The following list details which Changes &/or Enhancements are included in the \$150.00 listing fee and those that will incur an additional cost.*

- The Seller is responsible for reviewing the published Listing and must notify the Broker of any and all errors or omissions within 24 hours. Any changes the Seller requests within the first 24 hours shall be made free of charge; changes requested after such time shall be made at a cost of \$15.00 per request. Please note the cost is per request, not per change, therefore multiple changes requested at the same time will be considered one request and only incur one \$15.00 cost.
- **There is no FEE to CANCEL, or have the listing moved to UNDER AGREEMENT or SOLD status.**
- Change requests must be submitted online using appropriate forms and paid for prior to the request being fulfilled.

With time being of the essence, NaShoba Properties Inc. agrees to enter all executed listings and listing changes within 24 Business Hours (*excluding weekends and holidays. Our normal business hours are Monday to Friday 9AM to 5PM EST*). The preceding time receipt is based upon the time at which the last of the following items is received: signed faxed / scanned Listing Agreement, Agency disclosures, Lead Paint disclosure, payment, Sellers Property Information Report and online input of the Listing and photo.

VII. No modification or change in this agreement shall be binding or valid upon the parties unless agreed upon in writing and executed by the parties intended to be bound by it. No Prior or present representations or agreements shall be binding upon the parties unless they are included in this agreement.

VIII. The liability of NaShoba Properties Inc. in rendering these services are limited to the Amount of the consideration shown on this Agreement And paid by the homeowner(s) less any discounts provided by NaShoba Properties Inc.

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

X. NaShoba Properties Inc. Listing service assists sellers by listing their property on the MLS. NaShoba Properties Inc. does NOT represent BUYER OR SELLER to negotiate offers or contracts, appraise, evaluate, give opinions of value, or claims to find Buyers for Sellers. Neither advertisers nor information providers shall be responsible for typographical errors, misprint, misinformation, shall be held harmless. This service is a Listing Service only.

XI. **Indemnification :** In any litigation arising out of this Agreement brought by a third party or by Seller for any reason, including but not limited to negligence, etc. against "NaShoba Properties Inc.", its affiliates and authorized agents, said "NaShoba Properties Inc." its affiliates and agents will be entitled to recover reasonable

