

BE HAPPY! REALTY
EXCLUSIVE FACILITATOR LISTING AGREEMENT (RENT)

Date:

THIS AGREEMENT is to be entered into by person(s) of legal capacity to lease real property and have the appropriate legal right to lease such property listed in this agreement. All person(s) with legal right to the subject real property must execute this agreement.

THIS AGREEMENT concerns the lease of the following property:

Street Address

City, State, Zip

Monthly Lease Rate (in US dollars (\$))

In consideration of the mutual covenants and agreements herein contained, the undersigned property owner(s) (hereinafter referred to as "Landlord(s)") and Corrieri & Company, Inc. dba Be Happy Realty com (hereinafter referred to as "Be Happy! Realty") agree as follows:

1. General

- 1.1.** The Landlord(s) engages Be Happy! Realty to act as the Exclusive Facilitator in the lease of the above referenced property. The Landlord(s) hereby acknowledges receipt of the "Massachusetts Mandatory Consumer Licensee Disclosure Form" and understands that Be Happy! Realty will provide customer level service to the Landlord(s), does not represent the Landlord(s), and has no duty to hold confidential any information provided by the Landlord(s).
- 1.2.** Be Happy! Realty acting as a Facilitator, as described in the "Massachusetts Mandatory Consumer Licensee Disclosure Form", will not advocate for the interest of either party, unless otherwise indicated, and is not required to offer opinions regarding value, negotiation strategy or matters directly related to the transaction or regarding either parties financial interests.
- 1.3.** This is an exclusive agency listing and under the terms and conditions of this Listing Agreement, the Landlord(s) is not permitted to list the subject real property with another real estate office while listed with Be Happy! Realty. The Landlord(s) must terminate this Listing Agreement before re-listing within another real estate office. The Landlord(s) may terminate this Listing Agreement, at any time (except when an offer is being procured, negotiated or agreed upon), by written notice, free of charge.
- 1.4.** The Landlord(s) warrant that the Landlord(s) have the full right, ability, and authority to enter into this Listing Agreement, any subsequent contracts, and to execute any necessary documents to lease the subject real property and that no other authorization is necessary to sign this Listing Agreement.
- 1.5.** The Landlord(s) reserves the right to lease the subject real property to a Tenant, who the Landlord(s) has procured without the assistance of a Tenant's Agent or Facilitator. In which case, the Landlord(s) will not pay a commission to anyone.
- 1.6.** If the subject real property is leased to a Tenant, who was procured by a Tenant's Agent or Facilitator, the commission described in Section 5.3 shall be due and paid to the office of the procuring Tenant's Agent or Facilitator, only if and when a Lease Agreement is executed by all parties and payment of the "first, full month lease rate" is received by the Landlord(s). A commission will never be due and paid to Be Happy! Realty.
- 1.7.** Be Happy! Realty will be compensated as follows: a one time, flat fee of _____ to list the subject real property in the Multiple Listing Service Property Information Network, Inc., "MLSPIN" (the primary MLS for the State of Massachusetts) (hereinafter referred to as "MLS") or a lesser fee if a discount has been offered by Be Happy! Realty, prior to submitting the Landlord(s) listing to the MLS. This fee is fully earned and non-refundable as soon as Be Happy! Realty has submitted the Landlord(s) listing to the MLS.
- 1.8.** The service offered under this Listing Agreement is not that of a "traditional" Exclusive Right to Lease Listing Agreement. This service is a one time, flat fee, listing-only service and is best suited for educated landlords, who are well versed in the real estate leasing process. It is the Landlord(s) sole responsibility to establish the "Monthly Lease Rate", negotiate and execute lease contracts and otherwise facilitate the transaction. Be Happy! Realty will not "show" the Landlord(s) property to any prospective Tenant but rather agrees to refer all interested parties directly to the Landlord(s).
- 1.9.** Be Happy! Realty recommends the Landlord(s) consult with an attorney regarding your real estate transaction. Be Happy! Realty will not provide the Landlord(s) with any legal advice.

BE HAPPY! REALTY
EXCLUSIVE FACILITATOR LISTING AGREEMENT (RENT)

2. Listing

- 2.1. With time being of the essence, Be Happy! Realty agrees to submit the Landlord(s) listing to the MLS within twenty four (24) hours based upon the time we receive the following items:
- Receipt of Payment
 - Signed "Agency Disclosure Form"
 - Signed "Exclusive Facilitator Listing Agreement (Rent)"
 - Completed "Property Listing Input Form"
- 2.2. Without receiving all the proper documentation, with written signature(s), Be Happy! Realty will not enter the Landlord(s) listing in the MLS.
- 2.3. The date of this Listing Agreement will be the "List Date" (date the Landlord(s) listing is submitted to the MLS) unless the Landlord(s) specifies a later date by submitting a "Delayed Listing Form". The "Delayed Listing Form" will be made available to the Landlord(s), via our website (support.behappyrealty.com) and must be submitted, via our website (support.behappyrealty.com).
- 2.4. The "Monthly Lease Rate" was determined by the Landlord(s) and Be Happy! Realty made no recommendation as to the "Monthly Lease Rate".

3. Changes, Updates or Corrections to Listing

- 3.1. After the Landlord(s) listing is entered in the MLS, the Landlord(s) may change, update or correct any information contained within the listing, as often as necessary, free of charge. All revision and change requests must be submitted via our website (support.behappyrealty.com).
- 3.2. With time being of the essence, Be Happy! Realty agrees to enter all revision and change requests within twenty four (24) hours; based upon the time the written request is received. Revision and change requests, which were submitted after business hours, are considered to be requested the following business day.

4. Expiration and Extension of Listing

- 4.1. According to the MLS Rules and Regulations, a defined "expiration date" must be specified within a Listing Agreement; therefore, the "expiration date" of this Listing Agreement will be
- 4.2. The Landlord(s) may extend the term of this Listing Agreement, as often as necessary, by written notice, free of charge. Extension requests must be submitted via our website (support.behappyrealty.com) and can be submitted, at any time, during the then current term.
- 4.3. It is the Landlord(s) sole responsibility to notify Be Happy! Realty, in writing, of their desire to extend their listing, prior to its expiration. Our website (support.behappyrealty.com) is designed to notify the Landlord(s), via email, prior to the expiration of the then current term. However, because of email technology limitations, Be Happy! Realty cannot guarantee this service.

BE HAPPY! REALTY
EXCLUSIVE FACILITATOR LISTING AGREEMENT (RENT)

5. Cooperating Agent Compensation

- 5.1.** The Landlord(s) grants to Be Happy! Realty the authority to list the subject real property in the MLS and in doing so, offers cooperating agent compensation to Tenant's Agents and Facilitators.
- 5.2.** In order to protect the Landlord(s) from "Vicarious Liability" (the potential for a landlord to be held liable for a misrepresentation or an act or omission of a "Landlord's Agent" (aka "Subagent"), as described in the "Massachusetts Mandatory Consumer Licensee Disclosure Form"), Be Happy! Realty, under the Landlord(s) authorization, will not offer a commission to a "Landlord's Agent" (aka Subagent).
- 5.3.** In an amount chosen by the Landlord(s), the Landlord(s) individually and/or jointly hereby agree to pay to a Tenant's Agent or Facilitator (excludes Be Happy! Realty) a "percentage of the first, full month lease rate" or a "flat dollar amount", as noted below, to be paid to the Tenant's Agent's or Facilitator's office, (not to Be Happy! Realty), only if a Tenant is procured by the Tenant's Agent or Facilitator, and is ready, willing and able to lease said property, or any part, thereof, in accordance with the price, terms and conditions of this agreement, or other such price, terms and conditions acceptable to the Landlord(s). (check applicable):

25% 50% 75% 100% Other Amount:
(Cannot be less than 25%)

- 5.3.1.** By law cooperating agent compensation (commission) is negotiable and not fixed by any state or federal law.
- 5.3.2.** As a business decision, Be Happy! Realty elects not to contract with a landlord, who elects to offer cooperating agent compensation, which is lower than 25%.
- 5.3.3.** The Landlord(s) may elect to offer cooperating agent compensation, in the form of a "flat dollar amount" rather than a "percentage of the first, full month lease rate". Be Happy! Realty recommends the Landlord(s) elect a "percentage of the first, full month lease rate" because a "flat dollar amount" is a rarity with residential real estate (more common with commercial real estate).
- 5.3.4.** If the Landlord(s) elects to offer cooperating agent compensation, in the form of a "flat dollar amount", the "flat dollar amount" must be equal to or greater than 25% of the subject real property "Monthly Lease Rate"; or, as a business decision, Be Happy! Realty will elect not to contract with the Landlord(s).
- 5.4.** Cooperating Agent compensation is only due when a Lease Agreement is executed by all parties and payment of the "first, full month lease rate" is received by the Landlord(s). A commission will never be due and paid to Be Happy! Realty.
- 5.5.** Be Happy! Realty will not be liable for any compensation due a cooperating agent (Tenant's Agent or Facilitator).
- 5.6.** Under applicable law, compensation due to a cooperating agent must be paid to the agent's office and not to the agent personally.
- 5.7.** Regardless of how compensated, a Tenant's Agent represents the interests of the Tenant; not the Landlord(s).
- 5.8.** It is the Landlord(s) sole responsibility to verify, confirm and ensure that the real estate commission ("percentage of the first, full month lease rate" or "flat dollar amount"), which is due and payable to a Tenant's Agent or Facilitator, is included (written) within the Lease Agreement.
- 5.9.** The commission, which the Landlord(s) has indicated within this Listing Agreement, will still be due and payable, if the subject real property or any part thereof, is leased, within thirty (30) days after the term of this agreement to a Tenant, who was introduced to the subject real property through the efforts of a Tenant's Agent or Facilitator (excluding Be Happy! Realty) during the term of this agreement.
- 5.9.1.** In the event, the Landlord(s) enters into another Listing Agreement, with Be Happy! Realty or another licensed real estate broker, and under the terms and conditions of that Listing Agreement, the Landlord(s) is obligated to pay cooperation agent compensation, this provision will become null and void and the terms and conditions of that Listing Agreement shall supersede.

BE HAPPY! REALTY
EXCLUSIVE FACILITATOR LISTING AGREEMENT (RENT)

6. Landlord(s) Responsibilities

- 6.1. The Landlord(s) agrees to cooperate with Be Happy! Realty in every reasonable way.
- 6.2. The Landlord(s) agrees to assist in the lease of the subject real property by accepting and returning telephone calls/emails, arranging showings and providing reasonable access to/from interested tenants, Tenant's Agents and Facilitators, in a timely manner.
- 6.3. With time being of the essence, the Landlord(s) agrees to release a copy of any and all legal document(s), which relate to the lease of the subject real property, to Be Happy! Realty, within twenty four (24) hours of its written request.
- 6.4. The Landlord(s) is responsible for reviewing its published listing and must notify Be Happy! Realty of any and all errors or omissions contained within its published listing.
- 6.5. By law, the Landlord(s) is required to disclose, in writing, to Be Happy! Realty, interested tenants, Tenant's Agents and/or Facilitators, any and all defects in the property, which are not open and obvious and that may materially affect the value or desirability of the subject real property.
- 6.6. With time being of the essence, the Landlord(s) agrees to notify Be Happy! Realty, in writing, via our website (support.behappyrealty.com) within twenty four (24) hours, of any "Change in Status" to the subject real property including:
 - Landlord(s) receipt of an "Offer to Lease Real Estate"
 - Landlord(s) acceptance any "Offer to Lease Real Estate"
 - Landlord(s) execution of a "Lease Agreement"
 - Landlord(s) "Withdrawal" of the subject real property from "Lease"
- 6.6.1. The MLS will impose a fine (\$100.00 for the first violation, \$250.00 for the second violation and \$500.00 for the third violation) for not reporting, within twenty four (24) hours, any "Change in Status" to the subject real property.
- 6.7. With time being of the essence, the Landlord(s) agree to notify Be Happy! Realty, in writing, via our website (support.behappyrealty.com) within twenty four (24) hours, upon the Landlord(s) acceptance of an "Offer to Lease Real Estate" and must submit the following information to Be Happy! Realty, in writing, via our website (support.behappyrealty.com):
 - The "Lease Commencement Date" and "Lease Expiration Date"
 - The name, MLS identification number and office information of the Tenant's Agent or Facilitator; if applicable
 - The "Monthly Lease Rate"
 - Commission amount; if applicable

7. MLS Rules & Regulations

- 7.1. It is the Landlord(s) sole responsibility to verify, confirm and ensure that the Landlord(s) listing complies with the MLS Rules and Regulations.
- 7.2. The MLS Rules and Regulations are accessible, via the MLS website (mlspin.com/downloads/rulesandregulations.pdf) and our website (support.behappyrealty.com).
- 7.3. Any fine(s) charged to Be Happy! Realty from the MLS due to the Landlord(s) violation of the MLS Rules and Regulations must be reimbursed, by the Landlord(s), to Be Happy! Realty, within two (2) business days.
- 7.4. Be Happy! Realty reserves the right to "Temporarily Withdraw" the Landlord(s) listing from the MLS until a fine(s) is paid.

BE HAPPY! REALTY
EXCLUSIVE FACILITATOR LISTING AGREEMENT (RENT)

8. State and Federal Laws Regarding Housing

- 8.1.** It is the Landlord(s) sole responsibility to verify, confirm and ensure that the Landlord(s) listing complies with all applicable State and Federal Laws regarding housing; including but not limited to: Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and its amendment (1974, 1988); and in particular to the equal and unbiased showing regardless of race, color, religion, sex, handicap, familial status or national origin.
- 8.2.** Be Happy! Realty recommends the Landlord(s) review all applicable State and Federal Laws regarding housing and/or consult with an attorney.
- 8.3.** Be Happy! Realty recommends the Landlord(s) begin reviewing all applicable State and Federal Laws regarding housing at the following website: <http://www.hud.gov/offices/fheo/FHLaws/index.cfm>
- 8.4.** Be Happy! Realty will not provide the Landlord(s) with any legal advice.

9. Photographs

- 9.1.** Be Happy! Realty will submit up to thirty (30) photographs to the MLS per listing (maximum allowed by MLS). All photographs must be submitted via our website (support.behappyrealty.com).
- 9.2.** If after five (5) days (excluding weekends, holidays and postal holidays), the Landlord(s) listing does not contain at least one (1) photograph, the MLS will impose a twenty five dollar (\$25.00) fine and an additional twenty five dollars (\$25.00) for each five (5) business day period, until an image is filed.
- 9.3.** In order to protect the Landlord(s) from incurring the aforementioned fine, Be Happy! Realty will not submit the Landlord(s) listing without including at least one (1) photograph; unless otherwise instructed, by the Landlord(s), in writing.
- 9.4.** If a listing is a "To Be Built" or "Under Construction" property, an exterior photograph does not need to be filed with the MLS until the exterior or structure is complete. However, if an image of a "To Be Built" or "Under Construction" listing is filed with the MLS before the exterior of the structure is complete, that image can be either
 - A photograph of the dwelling's current (under construction) condition
 - An architectural drawing of the proposed structure in its completed form
 - An architectural drawing or photograph of another completed structure that is substantially similar to the proposed structure that is to be built.
- 9.4.1.** If an architectural drawing or photograph of another completed structure that is substantially similar to the proposed structure that is to be built is utilized, Be Happy! Realty recommends the Landlord(s) indicate within its listing that the photograph is a "facsimile", "model" or "replica".
- 9.5.** The Landlord(s) may add additional photos, at any time, free of charge. All photographs must be submitted via our website (support.behappyrealty.com).
- 9.6.** If desired, the Landlord(s) can indicate which photograph appears as the "primary photograph" for the listing ("first photo"). Please do so, by naming the photograph "first photo" (or something to that affect). If the Landlord(s) elects not to indicate a "primary photograph", Be Happy! Realty will choose a photograph for the Landlord(s). Obviously, Be Happy! Realty will choose the photograph, which in our opinion; best displays the subject real property.
- 9.7.** Photographs must be in the jpeg (.jpg) file format.
- 9.8.** The Landlord(s) warrants that the Landlord(s) has the right to publish and distribute all photographs contained within the listing.
- 9.9.** Be Happy! Realty and/or the MLS do not assume any responsibility for images lost in the process of uploading.

BE HAPPY! REALTY
EXCLUSIVE FACILITATOR LISTING AGREEMENT (RENT)

10. Open House Announcement

- 10.1.** After being submitted to the MLS, an “open house announcement” may be added to the Landlord(s) listing, as often as necessary, free of charge.
- 10.2.** “Open house announcement” request(s) must be submitted, by deadline noted herein, via our website (support.behappyrealty.com).
- 10.3.** Deadline for submitting “open house announcement” information is every Wednesday by 11:59 p.m. EST for Saturday and/or Sunday open houses. It may take twenty four (24) hours or more to ‘data transfer’ your “open house announcement” from the MLS to third (3rd) party internet websites (for example, boston.com, realtor.com). Therefore, Be Happy! Realty recommends submitting an “open house announcement” request as early in the week as possible, or to be safe, a week in advance.

11. Forms

11.1. Be Happy! Realty will provide the Landlord(s) with the following ‘blank’ standard real estate forms, free of charge.

- Rental Application
- Offer to Lease Real Estate w/ Contingency Addendum
- Standard Lease Agreement
- Rent and Security Deposit Receipt w/ Statement of Interest Earned
- Tenant Credit Check & Employment Verification
- Tenant Lead Law Notification & Certification
- Statement of Present Condition
- Condominium Documents Addendum
- Mold & Pet Policy Addendum(s)
- Smoke & Carbon Monoxide Detector Inspection Addendum

11.2. The aforementioned real estate forms will be made available to the Landlord(s), via our website (support.behappyrealty.com) once Be Happy! Realty has received all of the items indicated in Section 2.1.

11.3. Be Happy! Realty recommends the Landlord(s) consult with an attorney to prepare all legal documents, which pertain to a real estate transaction. Be Happy! Realty will not prepare any legal documents for the Landlord(s).

11.4. Be Happy! Realty will produce (in PDF file format) a color, property flyer of the Landlord(s) MLS listing and make it available to the Landlord(s), via our website (support.behappyrealty.com), free of charge.

12. Termination

12.1. The Landlord(s) may terminate this Listing Agreement, at any time (except when an offer is being procured, negotiated or agreed upon), by written notice, free of charge. A termination request must be submitted via our website (support.behappyrealty.com).

12.1.1. If the Landlord(s) terminates this Listing Agreement, before Be Happy! Realty has submitted the Landlord(s) listing to the MLS; the Listing fee will be refunded, in full, to the Landlord(s).

12.1.2. If the Landlord(s) terminates this Listing Agreement, after Be Happy! Realty has submitted the Landlord(s) listing to the MLS; the Listing Fee will not be refunded to the Landlord(s).

12.2. Be Happy! Realty reserves the right to terminate this Listing Agreement, at any time (except when an offer is being procured, negotiated or agreed upon), by written notice.

12.2.1. If Be Happy! Realty elects to terminate this Listing Agreement; the Listing Fee will be refunded, in full, to the Landlord(s).

12.2.2. However, if in Be Happy! Realty sole discretion, such termination is the result of the Landlord(s) refusal to comply with the MLS Rules and Regulations and /or State and Federal Laws regarding housing, including but not limited to: Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and its amendment (1974, 1988) and in particular to the equal and unbiased showing regardless of race, color, religion, sex, handicap, familial status or national origin, the Listing Fee will not be refunded to the Landlord(s).

BE HAPPY! REALTY
EXCLUSIVE FACILITATOR LISTING AGREEMENT (RENT)

13. Indemnification

- 13.1.** Be Happy! Realty is not responsible for loss or damage to persons or property of any kind arising out of the access and entry by third parties to the subject real property.
- 13.2.** Be Happy! Realty has no involvement with the offering by the Landlord(s) of the subject real property and takes no responsibilities with respect to the representation of its condition(s) and description(s).
- 13.3.** The Landlord(s) will indemnify and hold harmless Be Happy! Realty and its members, directors, agents and employees of any loss, damages, costs, fees, claims and suits arising out of this Listing Agreement, Landlord(s) negligence, representations, misrepresentations, false statements, misleading statements, actions or inactions, the existence of undisclosed material facts about the subject real property, and the like.
- 13.4.** In any litigation arising out of this Listing Agreement brought by a third party or by the Landlord(s) for any reason, including but not limited to negligence, etc. against Be Happy! Realty or its affiliates and authorized agents, Be Happy! Realty and its affiliates and agents will be entitled to recover reasonable attorney fees, costs and expenses from the Landlord(s).
- 13.5.** Except for clearly foreseeable and negligent acts by Be Happy! Realty or its affiliates and authorized agents or the failure of Be Happy! Realty or its affiliates and authorized agents to meet its duties detailed in this Listing Agreement, the Landlord(s) agrees to hold Be Happy! Realty and its affiliates and authorized agents harmless for all injuries suffered, monetary or otherwise, arising out of the lease or negotiation of the lease of the subject real property.

14. Lawn Sign

- 14.1.** MLS Rules and Regulations prohibit the Landlord(s) from displaying a "For Rent by Owner" lawn sign.
- 14.2.** MLS Rules and Regulations permit the Landlord(s) to display a generic "For Rent" sign, which does not include the words "By Owner", or a Be Happy! Realty "For Rent" sign.
- 14.3.** MLS Rules and Regulations permit the Landlord(s) to display the Landlord(s) telephone number on the lawn sign, ensuring all calls go directly to the Landlord(s).

15. Third (3rd) Party Internet Websites

- 15.1.** MLS allows "automatic data transfer" to numerous third (3rd) party real estate websites and Be Happy! Realty fully cooperates with them. However, Be Happy! Realty has no control over these third (3rd) party internet websites, and as such, cannot guarantee their presentation and/or reliability.
- 15.2.** The "Listing Fee" that the Landlord(s) paid to Be Happy! Realty was for the submission of the Landlord(s) listing to the MLS only. Any other third (3rd) party internet website is purely a bonus and subject to change without prior notice.
- 15.3.** By signing this Listing Agreement, the Landlord(s) allows Be Happy! Realty and the MLS to "automatic data transfer" the Landlord(s) listing to these and/or other similar third (3rd) party internet websites.

- Boston.com
- Realtor.com
- The Real Estate Book
- HomeFinder.com
- Zillow.com
- Boston Magazine
- Homes.com
- New York Times Real Estate
- Trulia.com
- Vast.com
- Hotpads.com
- Telegram.com
- Frontdoor.com

**BE HAPPY! REALTY
EXCLUSIVE FACILITATOR LISTING AGREEMENT (RENT)**

16. Business Hours

16.1. Business hours are Monday through Friday 9:00am to 5:30pm and Saturday 10:00am to 2:30pm; excluding postal holidays. Any messages received via email or voicemail after business hours will be addressed the following business day. For general questions, our preferred method of communication is via our website (support.behappyrealty.com).

17. Payment

17.1. Our accepted methods of payment are PayPal, Visa, Master Card, Discover, or personal check. Checks are made payable to: Be Happy! Realty.

18. Outside Review

18.1. The Landlord(s) understands that this is a legally binding agreement. Be Happy! Realty recommends the Landlord(s) have this document reviewed by an attorney; if so desired.

I/We the undersigned hereby acknowledge that I/we have read and understand all of the above information; and, by submitting the information below, agree and consent to all of the terms and conditions provided herein.

[Robert K. Corrieri]

Signature of Be Happy! Realty / Broker

Printed name of Be Happy! Realty / Broker

Today's Date

Signature of Owner / Landlord #1

Printed name of Owner / Landlord #1

Today's Date

Signature of Owner / Landlord #2

Printed name of Owner / Landlord #2

Today's Date

Signature of Owner / Landlord #3

Printed name of Owner / Landlord #3

Today's Date

Signature of Owner / Landlord #4

Printed name of Owner / Landlord #4

Today's Date

Signature of Owner / Landlord #5

Printed name of Owner / Landlord #5

Today's Date

Signature of Owner / Landlord #6

Printed name of Owner / Landlord #6

Today's Date

**BE HAPPY! REALTY
EXCLUSIVE FACILITATOR LISTING AGREEMENT (RENT)**

MASSACHUSETTS MANDATORY LICENSEE-CONSUMER RELATIONSHIP DISCLOSURE

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 landlord (Landlord's Agent) or represent you as the tenant (Tenant's Agent) and also can assist you as a facilitator.

CONSUMER INFORMATION AND RESPONSIBILITY:

Whether you are the tenant or landlord 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 tenant and landlord in the same transaction. These agents are referred to as dual agents.

Also a tenant and landlord may be represented by agents in the same real estate firm as designated agents. The "designated landlord or tenant agent" is your sole representative. However where *both* the landlord and tenant provide written consent to have a designated agent represent them then the agent making such designation becomes a "dual agent" for the tenant and landlord. 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) **Landlord's Agent** **Tenant's Agent** **Facilitator**
IF A LANDLORD'S OR TENANT'S AGENT IS CHECKED ABOVE COMPLETE THE SECTION BELOW:

Relationship with others affiliated with: **[N/A]**
Print name of real estate firm or business and license number

(Check one) **[N/A]** The real estate agent listed below, the real estate firm or business listed above and all other affiliated agents have the same relationship with the consumer named herein (**landlord or tenant agency, not designated agency**).

[N/A] Only the real estate agent listed below represents the consumer named in this form (**designated landlord or tenant 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 that this disclosure has been provided timely to the consumer named herein.

Signature of real estate agent **[Robert K. Corrieri]** **[9507954/Broker]**
Printed name of real estate agent License Number/Type Today's Date

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

Signature of consumer #1 Printed name of consumer #1 Today's Date

**BE HAPPY! REALTY
EXCLUSIVE FACILITATOR LISTING AGREEMENT (RENT)**

Signature of consumer #2

Printed name of consumer #2

Today's Date

Signature of consumer #3

Printed name of consumer #3

Today's Date

Signature of consumer #4

Printed name of consumer #4

Today's Date

Signature of consumer #5

Printed name of consumer #5

Today's Date

Signature of consumer #6

Printed name of consumer #6

Today's Date

SAMPLE

BE HAPPY! REALTY
EXCLUSIVE FACILITATOR LISTING AGREEMENT (RENT)

TYPES OF AGENCY REPRESENTATION

LANDLORD'S AGENT

A landlord can engage the services of a real estate agent to lease his property (called the listing agent) and the real estate agent is then the agent for the landlord who becomes the agent's client. This means that the real estate agent represents the landlord. The agent owes the landlord 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 landlord's interests first and negotiate for the best price and terms for their client, the landlord. (The landlord may authorize sub-agents to represent him/her in marketing its property to tenants; however the landlord should be aware that wrongful action by the real estate agent or sub-agents may subject the landlord to legal liability for those wrongful actions).

TENANT'S AGENT

A tenant can engage the services of a real estate agent to lease property and the real estate agent is then the agent for the tenant who becomes the agent's client. This means that the real estate agent represents the tenant. The agent owes the tenant 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 tenant's interests first and negotiate for the best price and terms for their client, the tenant. (The tenant may also authorize sub-agents to represent him/her in leasing property; however the tenant should be aware that wrongful action by the real estate agent or sub-agents may subject the tenant to legal liability for those wrongful actions).

(NON-AGENT) FACILITATOR

When a real estate agent works as a facilitator that agent assists the landlord and tenant in reaching an agreement but does not represent either the landlord or tenant in the transaction. The facilitator and the broker with whom the facilitator is affiliated owe the landlord and tenant 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 landlord or tenant confidential. The role of facilitator applies only to the landlord and tenant in the particular property transaction involving the landlord and tenant. Should the landlord and tenant expressly agree a facilitator relationship can be changed to become an exclusive agency relationship with either the landlord or the tenant.

DESIGNATED LANDLORD'S AND TENANT'S AGENT

A real estate agent can be designated by another real estate agent (the appointing or designating agent) to represent either the tenant or landlord, provided the tenant or landlord expressly agrees to such designation. The real estate agent once so designated is then the agent for either the tenant or landlord who becomes their client. The designated agent owes the tenant or landlord 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 interests first and negotiate for the best price and terms for their client. In situations where the appointing agent designates another agent to represent the landlord and an agent to represent the tenant 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 landlord or tenant agent. The dual agent does not represent either the tenant or the landlord 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 landlord and tenant in a transaction but only with the express and informed consent of both the landlord and tenant. Written consent to dual agency must be obtained by the real estate agent prior to the execution of an offer to lease a specific property. A dual agent shall be neutral with regard to any conflicting interest of the landlord and tenant. Consequently a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions which is required of an exclusive landlord or tenant 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.