

BE HAPPY! REALTY
EXCLUSIVE FACILITATOR LISTING AGREEMENT (SALE)

Date:

THIS AGREEMENT is to be entered into by person(s) of legal capacity to convey real property and have the appropriate legal right to convey 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 sale of the following property:

Street Address

City, State, Zip

List Price (in US dollars (\$))

In consideration of the mutual covenants and agreements herein contained, the undersigned property owner(s) (hereinafter referred to as "Seller(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 Seller(s) engages Be Happy! Realty to act as the Exclusive Facilitator in the sale of the above referenced property. The Seller(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 Seller(s), does not represent the Seller(s), and has no duty to hold confidential any information provided by the Seller(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 Seller(s) is not permitted to list the subject real property with another real estate office while listed with Be Happy! Realty. The Seller(s) must terminate this Listing Agreement before re-listing within another real estate office. The Seller(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 Seller(s) warrant that the Seller(s) have the full right, ability, and authority to enter into this Listing Agreement, any subsequent contracts, and to execute any necessary documents to convey the transfer of the subject real property; including but not limited to the Deed, and that no other authorization is necessary to sign this Listing Agreement.
- 1.5. The Seller(s) reserves the right to sell the subject real property to a Buyer, who the Seller(s) has procured without the assistance of a Buyer's Agent or Facilitator. In which case, the Seller(s) will not pay a commission to anyone.
- 1.6. If the subject real property is placed under agreement and sold to a Buyer, who was procured by a Buyer's Agent or Facilitator, the commission described in Section 5.3 shall be due and paid to the office of the procuring Buyer's Agent or Facilitator, only if and when the Deed is recorded and considerations are paid to the Seller(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 Seller(s) listing to the MLS. This fee is fully earned and non-refundable as soon as Be Happy! Realty has submitted the Seller(s) listing to the MLS.
- 1.8. The service offered under this listing agreement is not that of a "traditional" Exclusive Right to Sell Listing Agreement. This service is a one time, flat fee, listing-only service and is best suited for educated sellers, who are well versed in the real estate sales process. It is the Seller(s) sole responsibility to establish the "List Price", negotiate and execute sales contracts and otherwise facilitate the sale. Be Happy! Realty will not "show" the Seller(s) property to any prospective Buyer but rather agrees to refer all interested parties directly to the Seller(s).
- 1.9. Be Happy! Realty recommends the Seller(s) consult with an attorney regarding your real estate transaction. Be Happy! Realty will not provide the Seller(s) with any legal advice.

BE HAPPY! REALTY
EXCLUSIVE FACILITATOR LISTING AGREEMENT (SALE)

2. Listing

- 2.1. With time being of the essence, Be Happy! Realty agrees to submit the Seller(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 (Sale)"
 - Completed "Property Listing Input Form"
- 2.2. Without receiving all the proper documentation, with written signature(s), Be Happy! Realty will not enter the Seller(s) listing in the MLS.
- 2.3. The date of this Listing Agreement will be the "List Date" (date the Seller(s) listing is submitted to the MLS) unless the Seller(s) specifies a later date by submitting a "Delayed Listing Form". The "Delayed Listing Form" will be made available to the Seller(s), via our website (support.behappyrealty.com) and must be submitted, via our website (support.behappyrealty.com).
- 2.4. If instructed, by the Seller(s), in writing, via our website (support.behappyrealty.com), Be Happy! Realty will complete the Seller(s) "Property Listing Input Form", on the Seller(s) behalf, based upon the information contained within the subject real property "Municipal Assessors Fieldcard" and the MLS's "Public Records Assessment and Sales Report".
- 2.4.1. However, if the subject real property "Municipal Assessors Fieldcard" is not accessible to Be Happy! Realty via the internet, it would be the Seller(s) sole responsibility to remit the document to Be Happy! Realty.
- 2.4.2. Be Happy! Realty recommends that the Seller(s) complete the "Property Listing Input Form" and provide as much detail, as possible, about the subject real property.
- 2.5. The "List Price" was determined by the Seller(s) and Be Happy! Realty made no recommendation as to the "List Price".
- 2.6. If the subject real property is "Under Agreement" but the Seller(s) elects to seek "Additional Backup Offers", the Seller(s) must submit an "Active Status Request Form". The "Active Status Request Form" will be made available to the Seller(s), via our website (support.behappyrealty.com) and must be submitted, via our website (support.mehappyrealty.com).

3. Changes, Updates or Corrections to Listing

- 3.1. After the Seller(s) listing is entered in the MLS, the Seller(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 Seller(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 Seller(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 Seller(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 (SALE)

5. Cooperating Agent Compensation

- 5.1.** The Seller(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 Buyer's Agents and Facilitators.
- 5.2.** In order to protect the Seller(s) from "Vicarious Liability" (the potential for a seller to be held liable for a misrepresentation or an act or omission of a "Seller's Agent" (aka "Subagent"), as described in the "Massachusetts Mandatory Consumer Licensee Disclosure Form"), Be Happy! Realty, under the Seller(s) authorization, will not offer a commission to a "Seller's Agent" (aka Subagent).
- 5.3.** In an amount chosen by the Seller(s), the Seller(s) individually and/or jointly hereby agree to pay to a Buyer's Agent or Facilitator (excludes Be Happy! Realty) a "percentage of the sale price" or a "flat dollar amount", as noted below, to be paid to the Buyer's Agent's or Facilitator's office, (not to Be Happy! Realty), only if a Buyer is procured by the Buyer's Agent or Facilitator, and is ready, willing and able to buy 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 Seller(s). (check applicable):

2.0%	2.25%	2.5%	2.75%	3.0%	Other Amount: (Cannot be less than 1%)
------	-------	------	-------	------	---

- 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 seller, who elects to offer cooperating agent compensation, which is lower than 1%.
- 5.3.3.** The Seller(s) may elect to offer cooperating agent compensation, in the form of a "flat dollar amount" rather than a "percentage of the sale price". Be Happy! Realty recommends the Seller(s) elect a "percentage of the sale price" because a "flat dollar amount" is a rarity with residential real estate (more common with commercial real estate).
- 5.3.4.** If the Seller(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 1% of the subject real property List Price; or, as a business decision, Be Happy! Realty will elect not to contract with the Seller(s).
- 5.4.** Cooperating Agent compensation is only due when the Deed is recorded and considerations paid to the Seller(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 (Buyer'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. Cooperating agent compensation should be paid by the closing attorney, at time of closing, and listed on the Settlement Statement.
- 5.7.** Regardless of how compensated, a Buyer's Agent represents the interests of the Buyer; not the Seller(s).
- 5.8.** It is the Seller(s) sole responsibility to verify, confirm and ensure that the real estate commission ("percentage of the sale price" or "flat dollar amount"), which is due and payable to a Buyer's Agent or Facilitator, is included (written) within the Purchase and Sale Agreement.
- 5.9.** The commission, which the Seller(s) has indicated within this Listing Agreement, will still be due and payable, if the subject real property or any part thereof, is sold, within thirty (30) days after the term of this agreement to a Buyer, who was introduced to the subject real property through the efforts of a Buyer's Agent or Facilitator (excluding Be Happy! Realty) during the term of this agreement.
- 5.9.1.** In the event, the Seller(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 Seller(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.
- 5.10.** Cooperating agent compensation is most commonly calculated as a percentage of the "gross" sale price and not the "net" sale price. For example, if an owner agrees to sell a house for \$300,000 and agrees to provide a "\$10,000 seller concession" (money back to the buyer at time of closing), the cooperating agent compensation is calculated of the "gross" sale price (\$300,000) and not the "net" sale price (\$290,000).

BE HAPPY! REALTY
EXCLUSIVE FACILITATOR LISTING AGREEMENT (SALE)

6. Seller(s) Responsibilities

- 6.1. The Seller(s) agrees to cooperate with Be Happy! Realty in every reasonable way.
- 6.2. The Seller(s) agrees to assist in the sale of the subject real property by accepting and returning telephone calls/emails, arranging showings and providing reasonable access to/from interested buyers, Buyer's Agents and Facilitators, in a timely manner.
- 6.3. With time being of the essence, the Seller(s) agrees to release a copy of any and all legal document(s), which relate to the sale of the subject real property, to Be Happy! Realty, within twenty four (24) hours of its written request.
- 6.4. The Seller(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 Seller(s) is required to disclose, in writing, to Be Happy! Realty, interested buyers, Buyer'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. The Seller(s) agrees to perform the following actions, when appropriate or applicable, to facilitate the real estate transaction:
- Obtain a "Smoke and Carbon Monoxide Detector Compliance Certificate" from the local fire department
 - Obtain a final water/sewer reading and bill from the local municipality
 - Obtain a "6D Certificate" and "Condominium Documents" (Master Deed, Unit Deed, Declaration of Trust and Rules and Regulations) for Buyer's review
 - Obtain a "Title V Compliance Certificate"
 - Provide access to the Buyer's appraiser and/or home inspector
 - Any and all other appropriate actions necessary to complete the real estate transaction
- 6.7. With time being of the essence, the Seller(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:
- Seller(s) receipt of an "Offer to Purchase Real Estate"
 - Seller(s) acceptance any "Offer to Purchase Real Estate"
 - Seller(s) execution of a "Purchase and Sale Agreement"
 - Seller(s) "Sale (closing)" of the subject real property
 - Seller(s) "Withdrawal" of the subject real property from "Sale"
- 6.7.1. 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.
- 6.8. With time being of the essence, the Seller(s) agree to notify Be Happy! Realty, in writing, via our website (support.behappyrealty.com) within twenty four (24) hours, upon the Seller(s) acceptance of an "Offer to Purchase Real Estate" and must submit the following information to Be Happy! Realty, in writing, via our website (support.behappyrealty.com):
- The anticipated closing date
 - The name, MLS identification number and office information of the Buyer's Agent or Facilitator; if applicable
 - Pending sale price
 - Commission amount; if applicable

7. MLS Rules & Regulations

- 7.1. It is the Seller(s) sole responsibility to verify, confirm and ensure that the Seller(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 Seller(s) violation of the MLS Rules and Regulations must be reimbursed, by the Seller(s), to Be Happy! Realty, within two (2) business days.
- 7.4. Be Happy! Realty reserves the right to "Temporarily Withdraw" the Seller(s) listing from the MLS until a fine(s) is paid.

BE HAPPY! REALTY
EXCLUSIVE FACILITATOR LISTING AGREEMENT (SALE)

8. State and Federal Laws Regarding Housing

- 8.1. It is the Seller(s) sole responsibility to verify, confirm and ensure that the Seller(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 Seller(s) review all applicable State and Federal Laws regarding housing and/or consult with an attorney.
- 8.3. Be Happy! Realty recommends the Seller(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 Seller(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 Seller(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 Seller(s) from incurring the aforementioned fine, Be Happy! Realty will not submit the Seller(s) listing without including at least one (1) photograph; unless otherwise instructed, by the Seller(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 Seller(s) indicate within its listing that the photograph is a "facsimile", "model" or "replica".
- 9.5. The Seller(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 Seller(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 Seller(s) elects not to indicate a "primary photograph", Be Happy! Realty will choose a photograph for the Seller(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 Seller(s) warrants that the Seller(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 (SALE)

10. Open House Announcement

- 10.1.** After being submitted to the MLS, an “open house announcement” may be added to the Seller(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 Seller(s) with the following ‘blank’ standard real estate forms, free of charge.

- Offer to Purchase Real Estate
- Offer to Purchase Real Estate – Contingency Addendum
- Standard Purchase and Sale Agreement
- Property Transfer Lead Paint Notification
- Home Inspectors – Facts for Consumers
- Seller’s Statement of Property Condition
- Condominium Documents Addendum
- Oil and Hazardous Material Inspection Contingency Addendum
- Sewage Disposal System Contingency Addendum
- Carbon Monoxide Law

11.2. The aforementioned real estate forms will be made available to the Seller(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 Seller(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 Seller(s).

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

12. Termination

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

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

12.2.2. However, if in Be Happy! Realty sole discretion, such termination is the result of the Seller(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 Seller(s).

BE HAPPY! REALTY
EXCLUSIVE FACILITATOR LISTING AGREEMENT (SALE)

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 Seller(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 Seller(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, Seller(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 Seller(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 Seller(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 Seller(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 sale or negotiation of the sale of the subject real property.

14. Lawn Sign

- 14.1.** MLS Rules and Regulations prohibit the Seller(s) from displaying a "For Sale by Owner" lawn sign.
- 14.2.** MLS Rules and Regulations permit the Seller(s) to display a generic "For Sale" sign, which does not include the words "By Owner", or a Be Happy! Realty "For Sale" sign.
- 14.3.** MLS Rules and Regulations permit the Seller(s) to display the Seller(s) telephone number on the lawn sign, ensuring all calls go directly to the Seller(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 Seller(s) paid to Be Happy! Realty was for the submission of the Seller(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 Seller(s) allows Be Happy! Realty and the MLS to "automatic data transfer" the Seller(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 (SALE)**

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 Seller(s) understands that this is a legally binding agreement. Be Happy! Realty recommends the Seller(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 / Seller #1

Printed name of Owner / Seller #1

Today's Date

Signature of Owner / Seller #2

Printed name of Owner / Seller #2

Today's Date

Signature of Owner / Seller #3

Printed name of Owner / Seller #3

Today's Date

Signature of Owner / Seller #4

Printed name of Owner / Seller #4

Today's Date

Signature of Owner / Seller #5

Printed name of Owner / Seller #5

Today's Date

Signature of Owner / Seller #6

Printed name of Owner / Seller #6

Today's Date

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

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 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** **[X] Facilitator**
IF A SELLER'S OR BUYER'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 (**seller or buyer agency, not designated agency**).

[N/A] Only the real estate agent listed below represents 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 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 (SALE)**

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 (SALE)

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 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 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.