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**Please read all of the terms and conditions contained herein. For your convenience the areas requiring your input are outlined in red.**

**Omegalistings.com, Inc Listing Agreement**

Please read, complete and fax to 781-323-4118

DATE:

THIS AGREEMENT concerns the following property: _____

(Street Address)

_____ LIST PRICE: $_____

(City, State, Zip)

In consideration of the mutual covenants and agreements herein contained, the undersigned Owner hereby gives to Omegalistings.com, Inc. the Exclusive Agency to sell the said property for the price and on the terms and conditions herein set forth. Please note the word "Exclusive" refers only to our agency agreement and this is different from an Exclusive Right to Sell. This text only means that you will not be listing the property with any other office; you still retain the right to sell the property yourself with no commission and **under no circumstances will a commission ever be due and paid to Omegalistings.com, Inc.**

I. Omegalistings.com, Inc.:

a. In order to introduce other Agents/Brokers to the property and solicit their assistance in procuring a Buyer, Omegalistings.com, Inc. will List the property on the MLS for your state, in Massachusetts it will be either "MLSPIN" (Multiple Listing Service Property Information Network Inc) or "CCIMLS" (Cape Cod & Islands Multiple Listing Service, Inc.), and in Rhode Island it is "State-Wide MLS". Some sellers, particularly with properties in a border town or vacation homes, may wish to be listed on multiple MLS's and this is available for an additional discounted fee of only $100.00 per additional MLS. Such data, together with any other information provided to or obtained by Omegalistings.com, Inc. with respect to the property, may be disclosed to prospective Buyers and other Agents/Brokers and may be included in all listings and other materials distributed by the MLS and www.omegalistings.com either before or after the term of this listing or the sale of the property

b. With time being of the essence, Omegalistings.com agrees to enter all listings received by 12:00PM on a weekday *(excluding holidays)* by the end of business that day and any listing received after 12:00PM shall be entered by the end of the following business day. The preceding time receipt is based upon the time at which the last of the following items is received: faxed signed Listing Agreement, Addendum "A" & Rhode Island Disclosure Regarding Real Estate Agency Relationship (hereinafter referred to as Agency Disclosure), payment and input form.

c. Omegalistings.com is not a full service Real Estate firm nor is any employee an attorney. Due to the limited nature of this "Entry Only" listing we will not be providing any professional or legal counseling whatsoever. It is the Seller's sole responsibility to establish the asking price of the listed property, negotiate and execute sales contracts and otherwise facilitate the sale.

II. Omegalistings.com, Inc.'s office policy regarding compensation to "Subagents", Buyer's Agents" and "Facilitators (where applicable)"

a. Massachusetts and Rhode Island have different titles for the various types of agents detailed in their applicable Agency Disclosure forms. Omegalistings.com, Inc. will be acting as a "Facilitator" for Massachusetts properties and as a "LISTING AGENT" for Rhode Island properties.

b. The undersigned owner grants to Omegalistings.com, Inc. the authority to list the property on the Multiple Listing Service (MLS) and in doing so offer compensation to Buyer's Agents & Facilitators.

c. Due to the "Vicarious Liabilities" *(*defined below)* to you the Owner, it is our company policy not to offer compensation to "Subagents" also known as "Seller's Agents" as defined on the Massachusetts Mandatory Licensee-Consumer Relationship Disclosure. This is not an issue for Rhode Island listings since Rhode Island has eliminated "Subagents". **Vicarious liability is the potential for a seller to be held liable for a misrepresentation or an act or omission of the subagent if the seller authorizes the broker or salesperson to offer subagency in the signing of the Listing Agreement.*



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d. Regardless of how compensated, Buyer's Agents represent the interests of Buyers, not owners.

III. Regarding the sale of the listed real property the undersigned Seller either individually or jointly hereby represent, acknowledge and agree to the following:

a. He/She or they have the full right, ability and authority to enter into this agreement, any subsequent contracts to sell and to execute any necessary documents to convey the transfer of the listed property including but not limited to the Deed.

b. To complete the mandatory **"Lead Paint Property Transfer Notification"** form for Massachusetts properties *&/or* the **"Seller's Lead Disclosure"** for Rhode Island properties and provide to any and all interested parties at the first personal meeting to discuss or view the listed property.

c. To assist in the sale of said property by directly receiving telephone calls and emails from cooperating Buyer's Agents, Facilitators and interested Buyers and returning calls and emails to such parties in a timely manner;

d. To provide reasonable access and arrange showings to cooperating Buyer's Agents, Facilitators and interested Buyers;

e. To cooperate with Omegalistings.com, Inc. in every reasonable way, including answering all pertinent questions posed by cooperating Buyer's Agents, Facilitators and interested Buyers;

f. To inform Omegalistings immediately upon the acceptance of an offer and/or the sale of the property. MLS requires all statuses to be accurately displayed at all times therefore any status change must be reported to Omegalistings.com within 24 hours of the change. Failure to do so will result in fines by MLS and all fines resulting from Seller's failure to notify Omegalistings of a status change must be reimbursed by Seller to Omegalistings within two (2) business days or the listing will be Temporarily Withdrawn until payment is made. Please see the MLS Rules and Regulations posted at ***www.omegalistings.com***.

g. MLS Rules and Regulations prohibit the use of "For Sale by Owner" (FSBO) yard signs. The Owner may post their own "For Sale" sign but not one that says "by Owner" or they may purchase an Omegalistings.com, Inc. For Sale sign (see Addendum A for pricing).

h. To perform the following actions which are necessary to complete the Real Estate Conveyance:

1. Obtain a Smoke & Carbon Monoxide Detector Compliance Certificate from the Local Fire Department

2. Obtain a Final Water Reading & Bill from the City or Town

3. Provide access for and/or accompany the Buyer's Appraiser &/or Inspector(s)

i. To pay Omegalistings.com, Inc. a fee for professional services of:

1. $299.00 upon listing their property for sale which is fully earned and non-refundable upon submitting Owner's property to the Massachusetts MLS (MLSPIN or CCIMLS) and/or Rhode Island State-Wide MLS and if desired an additional discounted rate of $100.00 per additional MLS to post your listing on multiple MLSs; and

*2.* **Please select your commission rate offered from the dropdown list:**
If offering a Flat Rate Dollar Amount please choose "Flat Rate" from the dropdown list and enter the dollar amount in the following box; leave blank if you are offering a percentage. Please note the minimum commission percentage is 1% so any flat rate amount must be equal to or greater than 1% of the asking price. THIS FEE IS DUE TO THE BUYER'S AGENT'S OFFICE AND NOT TO OMEGALISTINGS.COM, INC* as an Additional Fee if any real estate agent (this will include Buyer's Agents or Facilitators), procures a Buyer 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 the Owner. Commission is paid only upon closing & property is SOLD. Under applicable law commissions due to cooperating



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agents must be paid to the agent's brokerage office and not him/her personally. Said payment shall be made by the closing attorney and listed on the Settlement Statement.
**** Under no circumstances will Omegalistings.com, Inc. ever be due this fee.***

3. The Additional Fee (as set forth in subparagraph III. i. 2. above) shall still be due if the said property, or any part thereof, is sold within 30 days after the term of this Agreement to anyone who was introduced to the said property through the efforts of any real estate agent, excluding Omegalistings.com, Inc.*, prior to the expiration of said term. **** Under no circumstances will Omegalistings.com, Inc. ever be due this fee.***

4. It is specifically understood and agreed that no fee will be payable by the Owner under this Agreement in any case where no real estate agent has directly or indirectly introduced the said property to the Buyer or otherwise assisted or participated in the sale in any way. ***This means the Owner may sell the property to a Buyer procured without the aid of an agent or facilitator and there is NO Additional Fee payable.***

5. It is further understood that Omegalistings.com, Inc. will not show the said property for sale to any prospective Buyers but rather agrees to refer all interested parties directly to the Owner.

6. Please see Addendum A (attached hereto) for further information and applicable charges.

IV. Owner understands & agrees that the property will be marketed in compliance with all applicable fair housing laws.

V. The initial period of this Agreement shall be for a term of 12 months to start the day it becomes active on MLS; however

a. Owner may renew this agreement, free of charge, as many times as necessary until the property is sold.

b. Owner may terminate this agreement at any time and without penalty by simply notifying Omegalistings.com, Inc. in writing via email, fax or postal mail, however, the $299.00 Listing Fee is non-refundable beginning the day the listing is published. Once a termination request is received the listing will be cancelled within one business day. If Owner decides to list with a full service Brokerage the listing with Omegalistings.com, Inc. must be cancelled first, so please allow ample time. To take advantage of our Money Back Referral Program please see website for details. Should the listing be cancelled by the Seller our guarantee to "list your home on MLS until it sells" will be void and an additional fee will be required to relist the property at a future time.

c. Section III. i. 2. above survives any termination by the Owner. In the event there is a sale pending with a buyer who was procured by a real estate agent the commission would still be payable under section III. i. 2. above once the closing occurs and the property is SOLD.

VI. MLS Requirements

a. MLS requires **at least one (1) photo be submitted within 5 days** of the listing's activation or they assess a fine of $25.00, which will be passed on the owner. Rhode Island State-Wide MLS requires that the primary (first) photo be of the exterior of the property, in most cases the frontal view of the dwelling. You may submit up to 7 additional photos to be added to the Rhode Island MLS & 29 additional to Mass MLS if applicable.

b. By signing this agreement you are agreeing to abide by and follow the Rules and Regulations set forth by MLS. A complete copy of the MLS Rules and Regulations is available on our site, there are a few items defined in the MLS Rules and Regulations under Attachment A page 27 that are finable offenses. All fines imposed by MLS on Omegalistings due to Seller's violation of the Rules and Regulations shall be paid by Seller. Omegalistings reserves the right to Temporarily Withdraw Seller's listing from MLS until fines are paid.



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# Addendum A

**Please read, sign and fax to 781-323-4118**

## I. Correspondence

Our normal business hours are Monday through Friday 9:00 AM to 5:00 PM. Any messages by either email or voicemail received after business hours will be addressed the following business day. For general questions our preferred method of communication is via email to info@omegalistings.com. This has served to reduce errors in the past and helps us guarantee accuracy. Additionally you will find our response time to emails is usually quicker than messages left in voicemail. This is because we can respond to emails even while all of our phone lines are in use. All revisions and change requests (i.e. adding Open House information, price changes, etc.) must be done on our website www.omegalistings.com under the Existing Customers page, www.omegalistings.com/existingcustomers.htm.

## II. Signs

Omegalistings.com, Inc. offers For Sale signs the Seller can customize to display their telephone number insuring calls will go directly to them at the cost of $45.00. Shipping is provided free of charge via US postal mail to arrive within 2-3 business days**.**

## III. Listing Changes & Enhancements

The following list details how to submit Changes &/or Enhancements to your listing.

a. At least one photo must be submitted within 5 days of the listing's activation. At your convenience you may submit additional photos, up to 30 to be displayed on the Massachusetts MLSPIN and up to 8 photos to be displayed on the Rhode Island Statewide MLS. Rhode Island State-Wide MLS requires the primary (first) photo be of the exterior. Please send your photos to photos@omegalistings.com *Please note: MLS imposes a fee of $25.00 if no photos are submitted within 5-days so we require at least one. Any fines imposed by MLS will be the responsibility of the Seller.*

b. The Seller is responsible for reviewing the published Listing and must notify the Broker of any and all errors or omissions within 48 hours.

c. Change requests must be submitted online at www.omegalistings.com/existingcustomers.htm. Changes received prior to 12:00pm are guaranteed to be made that business day. This means a change submitted on Friday after 12:00pm is not guaranteed to be made until the end of business Monday *(or Tuesday if Monday is a Holiday)* therefore please be sure to submit any changes for the weekend prior to 12:00pm on Friday, also keep in mind that the bonus sites will require an additional day or so to update the changes made to MLS. Change requests made after hours are considered as requested the following business day, therefore a request received at 9:00PM on Tuesday is not guaranteed to be made until the end of business Wednesday.

d. Open House information may be added to the MLS Listing, Boston.com, RILiving.com and Realtor.com. The 3rd party sites upload this information from MLS and that may take 24 hours or more so to be sure your Open House is online for the weekend we recommend requesting it early in the week.

e. Upon acceptance of any Offer to Purchase the Seller must notify the Broker immediately and supply the anticipated closing date and the broker's name and office name to represent the buyer, if applicable. Please see the form on our website at www.omegalistings.com/existingcustomers.htm to find the required information need to update your listing.


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# Addendum A

**Please read, sign and fax to 781-323-4118**

**IV. Bonus Sites**

MLS allows automatic data transfers to several 3rd party Real Estate websites and we co-operate with all of them fully, however we have no control over these sites and as such cannot guarantee their reliability. Your fee to Omegalistings.com, Inc. is for the publishing to MLS only; any other site is purely a bonus subject to change without prior notice.

**V. Limited Consultation**

The service offered under this agreement is not that of a traditional Listing Agent. This service is a Listing Service only and is best suited for educated Sellers who are well versed in the Real Estate sale process. We recommend that consumers enlist legal representation when selling or buying Real Estate.

**VI. Payment**

Our accepted methods of payment are Visa, MasterCard, Discover, American Express, Electronic or personal check. If mailing a personal check THE PAYMENT MUST BE RECEIVED PRIOR TO THE LISTING BEING PUBLISHED.

I/we acknowledge that I/we have read, understand and consent to all of the terms and conditions provided herein by entering my/our "Electronic Signature(s): below:

| Owner/Seller Signature | Email | Date |
|---|---|---|

*Please type your full legal name in the box above.*
*This "Electronic Signature" shall be considered your execution of this agreement and is as binding as a handwritten signature.*

| Owner/Seller Signature | Email | Date |
|---|---|---|

*Please type your full legal name in the box above.*
*This "Electronic Signature" shall be considered your execution of this agreement and is as binding as a handwritten signature.*
*(If there is only one Seller/Owner please enter N/A in this box.)*

Please provide us with a minimum of two phone numbers for the convenience of setting up appointments.

| Home Phone Number | Mobile Phone Number | Work Phone Number |
|---|---|---|
| ☐ Public Use | ☐ Public Use | ☐ Public Use |

*Please check the box(es) below each phone # that you want provided to the general public. If you do not check the box we will only use the # for our contact purposes.*


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# 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 2nd page 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** _XX_**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**.

| _____ | Mark V. Cirignano | 9012753 / Broker | _____ |
|---|---|---|---|
| (signature of real estate agent) | (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.

Seller/Owner: Date:
Please type your full legal name in the box above. This "Electronic Signature" shall be considered your execution of this agreement and is as binding as a handwritten signature.

Seller/Owner:_____ Date:_____
(If there is only one Seller/Owner please enter N/A in this box.)
Please type your full legal name in the box above. This "Electronic Signature" shall be considered your execution of this agreement and is as binding as a handwritten signature.

Submit by Email Print Form

# 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.