FACILITATOR AGREEMENT

DATE:_____

THIS AGREEMENT concerns the following property:

_____ LIST PRICE: $_____
(Street Address)

_____
(City, State, Zip)

In consideration of the mutual covenants and agreements herein contained, the undersigned Seller and M.J. & Associates agree as follows:

The Seller engages the Broker to act as the Exclusive Facilitator in the sale of the above referenced Property. Seller hereby acknowledges receipt of the Massachusetts Mandatory Consumer Licensee Disclosure Form and understands that the Broker will provide customer level service to the Seller, does not represent the Seller and has no duty to hold confidential any information provided by the Seller.

The Broker acting as a Facilitator 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.

M.J. & Associates agrees to enter all listings in the MLS within 24 hours based upon the time we receive the following items: Receipt of Payment, a Signed Listing Agreement, a Signed Agreement Addendum and the Appropriate Property Listing Input Form. The date stated on the Listing Agreements shall be the listing date unless you fill out a Delayed Listing Form and specify a later date you want your property entered in the MLS. You must submit this form to us along with the Listing Agreement and Addendum. Without receiving all the proper documentation, with written signatures, M.J. & Associates will not enter your listing. If a Seller does not provide the appropriate Property Listing Form then M.J. & Associates will enter the listing based on the information on the Public Records Assessment and Sales Report. Please provide as much detail as possible about your property.

The Broker will be compensated as follows: M.J. & Associates receives a flat fee of $499.00 to list property in the MLS-Property Information Network (MLS-PIN). Any fines from the MLS due to the Seller's negligence will be passed on to the Seller.

The Seller agrees to pay the commission of _____% (can not be 0) to a Buyer's Agent of the sale price as an additional fee if a Buyer is procured by an Agent, 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. Said fee only due when Deed recorded and considerations paid to Seller.

The initial period of this agreement shall be for a term of 1 year, however, the Seller may renew the Agreement. There is no charge for renewal.

This Agreement may be terminated by the Seller at any time with written notice. No refund will be given once the property is listed on the MLS. If a Buyer's agent procures a Buyer within 30 days of the termination, the Broker will have deemed to have earned the commission that the Seller has indicated in the Listing Agreement. In the event the Seller enters into an Exclusive Listing Agreement with the Broker, or another licensed real estate broker to whom the seller is obligated to pay a fee, this provision will become null and void and the terms of the Exclusive Listing Agreement shall supersede.

The Seller agrees to abide by all Fair Housing Acts and to perform the following actions, when appropriate, to complete the Real Estate Transaction: Obtain a Smoke and Carbon Monoxide Detector Compliance Certificate from the Local Fire Department, Obtain a Final Water Reading & Bill, Provide Access to the Buyer's Appraiser/Inspector and any other appropriate actions necessary to complete your transaction.

IN WITNESS WHEREOF, the Seller and M.J. & Associates have hereunto set their hands and seal as of the

_____Day of _____, 20_____. If you want your property listed in the MLS on a different date from when this Listing Agreement is dated you must fill out a Delayed Listing Form.

_M.J.& Associates_____ _Milinda McGraw_ _____
Broker Office Broker Name

_____ _____
Seller Signature Seller Print Name

_____ _____
Seller Signature Seller Print Name

LISTING AGREEMENT ADDENDUM

Business Hours
Business hours are Monday-Friday 9:00am to 5:00pm; Saturday-Sunday 11:00am-2:00pm. Any messages received via email or voicemail after business hours will be addressed the following day. For general questions our preferred method of communication is via email to sellerschoiceMLS@comcast.net.

Signs
M.J. & Associates offers a For Sale sign as an additional option choice charge. You have the option to order a sign from M.J. & Associates or to order a Customized Yard Sign online. Please Note: **You are prohibited from displaying a sign that says "By Owne**r".

Listing Changes
You may submit up to 30 Photos for MLS-PIN. We require at least one photo to list your property. You may add additional photos at any time. Please indicate which photo you want to appear first. If you do not indicate then we will choose one. Please Note: MLS imposes a $25 fine if no photo is submitted within 5 days. Any fines imposed by the MLS will be passed on to the Seller.

The Seller is responsible for reviewing the published Listing and must notify us of any and all errors or omissions. Any changes the Seller request shall be free of charge. All revisions and change requests can be done through emailing us at sellerschoiceMLS@comcast.net Changes will be completed by the end of the following day. Changes requested after business hours are considered requested the following day. Open House information may be added to the MLS listing at no additional charge.

Upon acceptance of any Offer to Purchase the Seller must notify us within 24 hours and supply the Anticipated Closing Date, Sales Office and Sales Agent who represent the buyer, when applicable. The MLS will be updated to reflect the Appropriate Status. If you want to seek additional Backup Offers, you must fill out the Active Status Request Form.

Partner Websites
MLS allows automatic data transfers to numerous 3rd party Real Estate websites and we co-operate with them fully, however we have no control over these sites and as such can not guarantee their reliability. Your fee to M.J. & Associates is for publishing to the MLS only. Any other site is purely a bonus, subject to change without prior notice.

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 whom are well versed in the Real Estate sales process. We recommend you consult with a lawyer regarding Real Estate Transactions.

Payment
Our accepted methods of payment are PayPal, Visa, Master Card, Discover, or Personal Check. Checks Payable to: **M.J. & Associates**

Forms & Document Preparation
M.J. & Associates will provide all the **blank** appropriate forms that you will need to complete your real estate transactions upon request, and will prepare these documents or forms for Sellers as an additional choice option charge if you decide to add this to your package. These forms will be made available to you once we have received your payment.

I/We acknowledge that I/We have read and understand the above information and agree to the terms by entering in my information below:

_____ _____, MA _____
Address City Zip Code

_____ _____
Seller Signature Seller Signature

_____
Date

Please provide us with at least one name, telephone number & email address for your convenience of setting up appointments. The following will be displayed on www.sellerschoicemls.com.

_____
Contact Name

_____ _____
Telephone # Email Address

_____ _____
Telephone # Website URL (optional)

MASSACHUSETTES 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 pages 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** __*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.

Milinda J McGraw **Milinda J McGraw for M.J. & Associates** **136952/Broker** _____
(Signature of real estate agent) (Printed name of real estate agent) (License #/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) (Printed name of consumer) (Today's Date)

_____
(Signature of consumer) (Printed name of consumer) (Today's Date)

____**Check here if the consumer declines to sign this notice.**

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.