

MA Flat Fee MLS Listing Package (MA4SALEBYOWNER.com)

Please read, sign and fax package back to **617- 326- 0570**

To:	Andrew Hillman, Broker	Page #	√	Package Contents
Seller's Name:				
Phone Number:		2	<input type="checkbox"/>	Signed Agency Disclosure
Today's Date:		4 & 5	<input type="checkbox"/>	Signed Listing Agreement
Re:	Listing Agreement Package	6	<input type="checkbox"/>	Signed Listing Addendum A
Offline Payment		7	Y N	Completed Credit Card Form

DIRECTIONS: PLEASE READ CAREFULLY TO ENSURE PROMPT ACTIVATION

Step One: Print appropriate listing form by going here www.instamls.com/forms

Step Two: Send photos to photos@instamls.com Name photos: Last-Name01, 02.

Number (01) represents the order photos will be shown on MLS. If sent without numbers we will select order for you. MLS now requires at least one exterior property photo within 5 days of listing submission.

Payments: Can be made by the form included in this package.

Changes: If you need to make changes to your listing schedule an open house after the initial activation you must use our Change Request Form

www.instamls.com/client_center page. Open houses should be scheduled on Tuesdays before 6pm to ensure inclusion for upcoming weekend.

WILL YOU BE HOLDING AN OPEN HOUSE THIS WEEKEND?

DATE: START TIME: END TIME:

PLEASE LEAVE COMMENTS HERE:

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, and 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, and 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.

Section 2/3 - FACILITATOR EXCLUSIVE LISTING AGREEMENT - PLEASE FAX THIS PAGE BACK

DATE: _____ (DATE YOU WANT LISTING ACTIVATED- WE MUST HAVE EVERYTHING)

(Street Address) List Price \$ _____

(City, State, Zip)

For the purposes of this listing agreement and service Hillman Real Estate Inc. will be *doing business as* InstaMLS.com. Hereafter, each will be referred to as one in the same.

In consideration of the mutual agreements herein, the undersigned Property Owner hereby gives to InstaMLS.com, the Exclusive Agency to facilitate and sell the aforementioned property for the above price and on the terms and conditions set-forth herein. Exclusive means that you will not be listing the property with any other office besides Hillman Real Estate Inc., therefore, the aforementioned agency is the only brokerage authorized to market your home on MLSPIN. However, you still retain the right to sell the property by yourself. 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 License Disclosure Form (MMCLDF)** and understands that the Broker will provide customer level service to the seller; but does not represent the seller and has no duty to hold confidential information provided by the seller. Acting as a facilitator, the Broker, will not advocate for the interest of any party, unless otherwise indicated in writing. The Broker is not required to offer opinions regarding strategy or matters directly to the transaction or regarding anyone's financial interest.

InstaMLS.com agrees to enter all listings in MLSPIN within 24 hours based upon the time we receive the following items: **Payment, Signed Massachusetts Mandatory Consumer License Disclosure Form (MMCLDF), signed Agreement, signed Agreement Addendum** and the appropriate property **Listing Input Form**. The date you entered above on this listing agreement will be the date your property is listed. However, InstaMLS.com will not enter a property into MLSPIN if all forms are not signed and in our possession. We recommend you provide as much detail as possible about your property. If a seller does not provide the appropriate property information InstaMLS.com will enter the listing based on the information stated on the MLS Assessment and Sales Report.

As detailed in the above MMLCRDF, there are different types of agents that may be involved in the sale of your property. Hillman Real Estate Inc. as mentioned above will be acting only as a "Facilitator." The undersigned owner grants Hillman Real Estate Inc. the authority to list the property on the Multiple Listing Service (MLSPIN) and in doing so offer compensation to Buyer Agents. Due to liabilities 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 attached MMLCRDF. This will not limit your exposure whatsoever. It will only protect you.

The Broker, Hillman Real Estate Inc., will be compensated a Flat Fee of **\$300.00** prior to listing the property on the MLSPIN.

Additionally, * **[Circle One]** **2.0%** **2.5%** **3.0%** **3.5%** or _____% of the amount **(TO BE PAID TO BUYER'S BROKERS OFFICE)** as an additional fee if any real estate agent (this will include Buyer's Agents), excluding Hillman Real Estate Inc., procures a Buyer who purchases the said property in accordance with the price set forth in this Agreement, or such other price, terms and conditions as shall be acceptable to the Property Owner.

The initial period of this agreement shall be for a term of 12 months from date of listing activation; however, the owner may renew the Agreement at no additional charge for however long it takes to sell the property. You must contact us before 12 month term ends in order to receive free renewal. We will not renew automatically.

Owner may also terminate this agreement at any time and without penalty by notifying Hillman Real Estate Inc in writing via email, fax or postal mail, however, **the \$300.00 is non-refundable**. Once a termination request is made by seller and received by us the listing will be cancelled within one business day. If Owner decides to re-list with a full service brokerage the listing with Hillman Real Estate Inc. must be cancelled first.

Section 3/3 - FACILITOR ADDENDUM A - PLEASE FAX THIS PAGE BACK

Communication

Our normal business hours are Monday through Sunday 9:00 AM to 5:00 PM. Weekends 11:00AM-2:00PM, however, you may call anytime if you need support. Any electronic or voice messages received after business hours will be addressed the following business day. For general questions please use email andrew@hillmanre.com or check our site's FAQ page. This method allows us to record and be accurate. All listing revisions and change requests (i.e. adding Open House info, price changes, etc.) must be done on our website http://instamls.com/client_center.

For Sale Signage (Optional but highly recommended)

Per the rules and regulations of MLS you may **NOT** plant a "For Sale By Owner" sign in your yard. You may post a sign that says "For Sale," but it must **NOT** say "By Owner." This is so Buyer's and / or Agents do not get confused when showing up for an appointment. Any fines imposed by MLS will be passed onto the seller. We reserve the right to cancel your listing without warning if it is reported that you, the seller, are not following this signage rule. **We have professional signs w/ stand for purchase that you may customize with your own contact information. Our durable double-sided color signs cost \$30.00; 1st class shipping is included. All sales are final. No returns.**



WE DESIGNED THESE DOUBLE SIDED CUSTOMIZABLE SIGNS SO YOUR NEIGHBORS WILL NEVER KNOW YOU ARE SELLING" BY OWNER" OR LISTED YOUR HOME FOR A FLAT FEE. PRICE: \$30.00

MLS Listing Changes

The following list details, which changes are included with this service. You may submit up to 30 photos with your listing at no additional charge to be displayed on Massachusetts MLS. At least one exterior photo must be submitted within 5 days of the listing's activation. Please send your photos to photos@instamls.com. Please note: MLS imposes a fine 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. The Seller is responsible for reviewing the published Listing and must notify the Broker of any and all errors or omissions within 24 hours. Change requests must be submitted online at http://instamls.com/client_center. Changes will be completed within 24 hours of submission.

Open House scheduling information (date / time) may be added to the MLS listing each week. This request must be sent in on Tuesday's by 6pm. Your listing will have a set of balloons signifying that you will be holding an Open House. Brokers and prospective buyers who receive daily email listing alerts will notice these balloons.

Bonus Sites

MLS allows automatic data transfers to several 3rd party Real Estate websites and we cooperate with all of them, however, we have no control over these sites and as such cannot guarantee their reliability. Your fee to Hillman Real Estate Inc. is for the publishing to MLS **ONLY**. Third party bonus sites are purely a bonus subject to change without prior notice. Please view our site for a limited list of bonus sites.

Limited Consultation

This service is a listing service only. We do not provide any other service to sellers. We recommend that consumers hire legal representation when selling Real Estate.

Section 3/3 - CONTINUED FACILITOR ADDENDUM A - PLEASE FAX THIS PAGE BACK

Payment

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

Please make checks out to **Hillman Real Estate** and mail to: Andrew Hillman
5170 Washington St.
Suite 106
Boston, MA 02132.

I / we acknowledge that I/we have read and understand the above information and agree to the terms by signing below:

<u>X</u>	_____	_____	_____
Seller Signature		Please Print Name	Date
<u>X</u>	_____	_____	_____
Seller Signature		Please Print Name	Date
_____	_____	@ _____	
_____		Email Address	

Property Address			


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

_____	_____	_____
Home Number	Mobile Number	Work Number

If you would like to pay by credit card you may do so online or you can fill out this form. All information is kept confidential at all times. We are very serious about privacy Hillman Real Estate Inc.

→ **Would you like us to send you a professional For Sale sign? YES | NO Sign Price: \$30.00**

Circle Card Type Master Card | Visa | American Express | Discover Card

Expiration Date	<input type="text"/>	(MM/YY)	
3-Digit CVV2 #	<input type="text"/>		
Card Number	<input type="text"/>		
Full Name	<input type="text"/>		
Street Address	<input type="text"/>		
City	<input type="text"/>		
State	<input type="text"/>	Postal Code	<input type="text"/>