

# NH Flat Fee MLS Listing Package

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**

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**Step One:** Print appropriate listing form by going here [www.instamls.com/forms](http://www.instamls.com/forms)

**Step Two:** Send photos to [photos@instamls.com](mailto: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](http://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:**



# NEW HAMPSHIRE REAL ESTATE COMMISSION

64 South Street, Concord, NH 03301 Tel.: (603) 271-2701

## BROKERAGE RELATIONSHIP DISCLOSURE FORM

**(This is Not a Contract)**

*This form shall be presented to the consumer at the time of first business meeting, prior to any discussion of confidential information*

### ***Right Now You Are A Customer***

As a customer, the licensee with whom you are working is not obligated to keep confidential the information that you might share with him or her. As a customer, you should not reveal any confidential information that could harm your bargaining position.

**As a customer, you can expect a real estate licensee to provide the following customer-level services:**

- To disclose all material defects actually known by the licensee pertaining to the on-site physical condition of the real estate;
- To treat both the buyer/tenant and seller/landlord honestly;
- To provide reasonable care and skill;
- To account for all monies received from or on behalf of the buyer/tenant or seller/landlord relating to the transaction;
- To comply with all state and federal laws relating to real estate brokerage activity; and
- To perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance.

### ***To Become A Client***

Clients receive more services than customers. You become a client by entering into a written contract for representation as a seller/landlord or as a buyer/tenant.

**As a client, in addition to the customer-level services, you can expect the following client-level services:**

- Confidentiality;
- Loyalty;
- Disclosure;
- Lawful Obedience; and
- Promotion of the client's best interest.

For seller/landlord clients this means the agent will put the seller/landlord's interests first and work on behalf of the seller/landlord.

For buyer/tenant clients this means the agent will put the buyer/tenant's interest first and work on behalf of the buyer/tenant.

**Client-level services also include advice, counsel and assistance in negotiations.**

**For important information about your choices in real estate relationships, please see page 2 of this disclosure form.**

I acknowledge receipt of this disclosure as required by the New Hampshire Real Estate Commission (Pursuant to Rea 701.01).

**I understand as a customer I should not disclose confidential information.**

Name of Consumer (Please Print)

x

Signature of Consumer

Date

Provided by: Andrew Hillman

7-13-13

Licensee

Date

Name of Consumer (Please Print)

x

Signature of Consumer

Date

Hillman Real Estate

(Name of Real Estate Brokerage Firm)

Consumer has declined to sign this form.

(Licensees Initials)

To check on the license status of a real estate firm or licensee go to [www.nh.gov/nhrec](http://www.nh.gov/nhrec). Inactive licensees may not practice real estate brokerage.

## *Types of Brokerage Relationships commonly practiced in New Hampshire*

### *SELLER AGENCY (RSA 331-A:25-b)*

A seller agent is a licensee who acts on behalf of a seller or landlord in the sale, exchange, rental, or lease of real estate. The seller is the licensee's client and the licensee has the duty to represent the seller's best interest in the real estate transaction.

### *BUYER AGENCY (RSA 331-A:25-c)*

A buyer agent is a licensee who acts on behalf of a buyer or tenant in the purchase, exchange, rental, or lease of real estate. The buyer is the licensee's client and the licensee has the duty to represent the buyer's best interests in the real estate transaction.

### *SINGLE AGENCY (RSA 331-A:25-b; RSA 331-A:25-c)*

Single agency is a practice where a firm represents the buyer only, or the seller only, but never both in the same transaction. Disclosed dual agency cannot occur.

### *SUB-AGENCY (RSA 331-A:2, XIII)*

A sub-agent is a licensee who works for one firm, but is engaged by the principal broker of another firm to perform agency functions on behalf of the principal broker's client. A sub-agent does not have an agency relationship with the customer.

### *DISCLOSED DUAL AGENCY (RSA 331-A:25-d)*

A disclosed dual agent is a licensee acting for both the seller/landlord and the buyer/tenant in the same transaction with the knowledge and written consent of all parties.

The licensee cannot advocate on behalf of one client over another. Because the full range of duties cannot be delivered to both parties, written informed consent must be given by all clients in the transaction.

A dual agent may not reveal confidential information without written consent, such as:

1. Willingness of the seller to accept less than the asking price.
2. Willingness of the buyer to pay more than what has been offered.
3. Confidential negotiating strategy not disclosed in the sales contract as terms of the sale.
4. Motivation of the seller for selling nor the motivation of the buyer for buying.

### *DESIGNATED AGENCY (RSA 331-A:25-e)*

A designated agent is a licensee who represents one party of a real estate transaction and who owes that party client-level services, whether or not the other party to the same transaction is represented by another individual licensee associated with the same brokerage firm.

### *FACILITATOR (RSA 331-A:25-f)*

A facilitator is an individual licensee who assists one or more parties during all or a portion of a real estate transaction without being an agent or advocate for the interests of any party to such transaction. A facilitator can perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance, and other customer-level services listed on page 1 of this form. This relationship may change to an agency relationship by entering into a written contract for representation, prior to the preparation of an offer.

### *ANOTHER RELATIONSHIP (RSA 331-A:25-a)*

If another relationship between the licensee who performs the services and the seller, landlord, buyer or tenant is intended, it must be described in writing and signed by all parties to the relationship prior to services being rendered.

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. and InstaMLS.com each will be referred to as one in the same.

In consideration of the mutual agreements herein, the undersigned Property Owner hereby gives to Hillman Real Estate, 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 real estate office besides Hillman Real Estate Inc., therefore, the aforementioned agency is the only brokerage authorized to market your home on NNEREN. However, you still retain the right to sell and market the property on any other services you wish. 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 **New Hampshire Consumer License Disclosure Form (NHCLDF)** 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. **When and if an Offer is received you should consult your attorney. Never sign an Offer to Purchase without consulting your attorney.**

Hillman Real Estate agrees to enter all listings in NNEREN within 24 hours based upon the time we receive the following items: **Payment, Signed New Hampshire Consumer License Disclosure Form (NHCLDF), 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, Hillman Real Estate will not enter a property into NNEREN 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 we will enter the listing based on public records.

As detailed in the above NHCLDF, 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 (NNEREN) 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 NHCLDF. 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 **\$350.00** prior to listing the property on the NNEREN.

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 noted above.

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 \$350.00 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 another brokerage the listing with Hillman Real Estate Inc. must be cancelled first.



**Communication**

Our normal business hours are Monday through Sunday 9:00 AM to 6:00 PM. Weekends 11:00AM-1:00PM, 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 **info@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 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. 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 \$50.00 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 should be submitted by Tuesday's by 6pm. If you miss the deadline we will still post the Open House but you're better off submitting on Tuesdays.

**Bonus Sites**

MLS allows automatic data transfers to several 3<sup>rd</sup> 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.

**Limited Consultation**

This service is a listing service only. We do not provide any other service to sellers. We recommend that consumers always have 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. Payments are non-refundable and must be made before your property is activated on MLS.

**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
_____ _____ Property Address	_____ Email 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
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**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

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