

COMMERCIAL LISTING

Required:

- KWGC **Exclusive Right to Sell** Agreement
- NYS Disclosure Form for **Buyer and Seller** Agency
- NYS **Housing and Anti-Discrimination** Disclosure Form
- KWGC **Seller Authorization** Form
- KWGC **Affiliate Services Advisory** to Agreement of Sale or Lease
- KWGC Important Notice to Consumer Regarding **Wire Fraud**
- NYS **Lead Paint Disclosure** Form if Pre-1978 Construction
- OneKey MLS - **Commercial Property Data** Section
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EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

COMMERCIAL PROPERTY-BUILDING

AGREEMENT made the _____ day of _____ by and between _____ (hereinafter referred to as "Owner"), with its principal office located at _____ and Keller Williams Realty Gold Coast (hereinafter referred to as "Broker ") with an office located at 1129 Northern Boulevard, Ste 410, Manhasset, NY 11030

WITNESSETH

WHEREAS, Owner is the owner of the real property of the building known as and located at _____ ("Building") (the Building, the underlying land, any other improvements on the land and any appurtenant rights of Owner in any abutting or adjacent land, shall be referred to collectively as "Property");

WHEREAS, Broker is a real estate broker duly licensed by the State of New York.

WHEREAS, Owner wishes to appoint and engage Broker as the exclusive sales agent for the sale of the Property and Broker is willing to accept such exclusive right subject to and conditioned upon the terms and provisions contained herein.

NOW, THEREFORE, in consideration of mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. OWNER'S REPRESENTATIONS:** Owner represents that it is the sole owner of the Property and is the sole entity with rights to offer the Property for sale and to determine the terms and conditions upon which the Property will be sold.
- 2. APPOINTMENT OF BROKER:** Owner hereby grants Broker the exclusive right to list and negotiate for the sale of the Property.
- 3. TERM:** This Agreement shall commence on the date it is fully executed ("**Commencement Date**") and shall continue for a period of _____ after the Commencement Date. Thereafter, this Agreement shall continue on a month-to-month basis, unless and until either party terminates this Agreement upon thirty (30) days prior written notice to the other party (the expiration of such thirty day period shall hereinafter be referred to as the "**Termination Date**").
- 4. BROKER'S DUTIES:** Broker agrees to use commercially reasonable efforts to sell the Property. All negotiations shall be conducted by Broker, subject to the review and final approval of the Owner.
- 5. OWNER'S DUTIES:** Owner agrees during the term of this Agreement to: (i) refer to Broker without delay all offers and inquiries from prospective purchasers or outside brokers with respect to the sale of the property; (iii) permit Broker to erect signs on the Property, which signs identify Broker as the exclusive broker for the Owner, in such locations as Broker deems most effective, provided Broker obtains Owner's approval for such locations prior to erecting such signs; and (iv) cooperate with Broker to bring prospective contracts with prospective purchasers to a close, which shall include meeting with prospective purchasers and/or their respective outside brokers.

6. COMMISSIONS: For all Property sold during the term hereof, whether the sale is procured by Owner, Broker or any third party, Owner shall pay Broker a commission equal to _____ percent of the gross sales price. In the event that the Broker procured the sale with the assistance of a cooperating broker, Broker shall pay the cooperating broker a commission pursuant to a separate agreement between Broker and the cooperating broker.

7. PENDING NEGOTIATIONS: Within ten (10) days after the Termination Date, Broker shall deliver to Owner a complete list of all prospective purchasers who, during the term of this Agreement, were shown the Property, submitted or received a written proposal or offer, or who entered into negotiations for sale (hereinafter referred to as the "**Pending List**"). In the event any prospective purchaser on the Pending List consummates a transaction within one (1) year after the Termination Date, Owner shall recognize Broker as the exclusive broker and shall pay to Broker a Commission in accordance with the terms set forth in Section 6 above, whether or not the Broker renders any service following such Termination Date and whether or not the Broker is the procuring cause of the sale. Notwithstanding the foregoing, if after said one year period, a transaction as aforementioned is still active and ongoing, the time frame for Broker to be acknowledged and paid for such transaction shall be automatically extended for an additional thirty (30) days.

8. PAYMENTS OF COMMISSIONS: All payments of Commission shall be deemed earned and payable upon the execution and delivery by the purchaser and Owner of a fully executed contract of sale; and shall be paid to Broker upon transfer of title. Owner shall promptly notify Broker once a contract is fully executed. Owner shall not take any action calculated to, or which would otherwise, circumvent Broker's rights under this Agreement. All payments of commission to Broker shall be remitted as follows: Keller Williams Realty Gold Coast, 1129 Northern Blvd Ste 410, Manhasset, NY 11030. This address may be changed by written notice to Owner sent by certified mail, return receipt requested.

9. OWNER'S COVENANTS: During the term of this Agreement, Owner shall not:

- a. employ or engage any real estate brokers other than Broker with respect to sale of the Property;
- b. fail for any reason whatsoever to refer all inquiries from prospective purchasers, other brokers, or otherwise to Broker; or
- c. sell or otherwise remove from the market, without Broker's written acknowledgement, the Property, without providing for the payment of commission to Broker, as required hereunder.

10. OWNER'S INDEMNIFICATION: Owner shall indemnify, defend and hold Broker harmless from and against any and all claims, costs, expenses, losses and liabilities (including, without limitation, reasonable attorney's fees and disbursements) suffered by Broker and arising out of the sale of the Property, including, without limitation (i) claims by tenants related to the Property; (ii) the breach by Owner of its obligations, representations, warranties, covenants and/or undertakings hereunder; (iii) any statement, representation, opinion, estimate, figure, misstatement, error or omission contained in (or, as the case may be, absent from) any document and/or any advertising material provided or approved by Owner; (iv) claims for commissions by other real estate brokers retained by Owner; and (v) claims for personal injury and/or property damage occurring on and/or around the Property. This paragraph shall survive termination or expiration of this Agreement. Notice of any claim, action or proceeding for which indemnification is sought under this section shall be promptly given to the indemnifying party, which shall join or assume the defense of such claim with counsel reasonably satisfactory to the party seeking indemnification. The failure to provide prompt notice shall not limit an indemnitor's obligation to indemnify unless prejudice is established relating to such failure. No party shall settle a claim made unless the indemnified party is fully released in connection with such settlement.

11. ARBITRATION: The merits of any dispute arising under or in connection with this agreement shall be determined before an arbitrator in the County of New York, State of New York pursuant to the commercial arbitration rules then in effect with the American Arbitration Association. Judgment upon the award may be entered in any court of competent jurisdiction. Should it be necessary for Broker to initiate arbitration proceedings as a result of Owner's failure to pay the commission as stated herein, Broker shall be able to recover any and all reasonable legal fees including costs and disbursements incurred therein. Should the disputed amount not exceed the jurisdictional limit of the Civil Court of the City of New York, the parties may initiate an action in the Small Claims Division of that forum.

12. MISCELLANEOUS

a. The parties hereto represent and warrant to each other that each has the full authority to enter into this Agreement and that the individual(s) executing the Agreement is authorized to act on behalf of such entity and to bind such entity to the terms and conditions hereof.

b. In the event any provision of the Agreement is found to be void or unenforceable by a court of competent jurisdiction, the remaining provisions of the agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.

c. Owner acknowledges that Broker may represent both prospective purchaser and Owner simultaneously with respect to the same transaction and Owner consents to such dual representation.

d. Owner understands that Broker is in the business of, among other endeavors, brokering, selling and/or marketing other properties and will continue to do so during the term of this Agreement. As each individual property has its own unique qualities, Broker's services to Owner are non-exclusive and Broker may render similar or other services to owners of other properties.

e. It is understood that Broker is an independent contractor and shall not be considered Owner's agent, partner, joint-venturer or employee for any purposes whatsoever. Broker is not granted any right or authority to assume or create any agreement, obligation or liability, express or implied, or to make or imply any representation or warranty on Owner's behalf, or to bind Owner or the Property in any manner whatsoever.

f. Owner represents that it has informed Broker, in writing, of any environmental problems associated with the Property of which Owner is aware. Owner shall provide Broker with all environmental studies and reports in its possession, including, but not limited to, relevant structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks, in, on or about the Property ("Environmental Information") with respect to the Property upon the execution of this Agreement and will continue to do so during the term of this Agreement. Broker shall furnish to third parties only that Environmental Information as shall be provided by the Owner and which it is so authorized to disseminate. Broker shall have no responsibility or liability for Environmental Information provided to it by the Owner.

g. This Agreement (i) contains the entire understanding of the parties with respect to the subject matter hereof; (ii) may only be amended, modified or changed by written instrument signed by the parties hereto; (iii) shall be binding upon and inure to the benefit of the successors and assigns of the respective parties; (iv) shall be governed by and construed in accordance with the laws of the State of New York, applicable to agreements made and to be performed entirely within New York; without regard to conflicts of laws; and (v) may not be strictly construed against either Owner nor Broker, each party agreeing that it has participated fully and equally in the preparation of this Agreement.

h. Any bill, statement, notice, demand, payment or other communication under this Agreement shall be in writing and sent to the address of the appropriate party set forth at the beginning of this Agreement by certified mail, return receipt requested or by reputable overnight courier (requesting receipt) and shall be deemed delivered on the business day of such personal delivery or the business day following delivery to such overnight courier.

i. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a fully executed agreement, with the same effect and validity as a single, original agreement signed by all of the parties. Facsimile and PDF copy signatures shall have the same validity and effect as original signatures.

Sincerely,

Agent Name:
Licensed RE Salesperson Associate Broker
Keller Williams Realty Gold Coast

Agent Name:
Licensed RE Salesperson Associate Broker
Keller Williams Realty Gold Coast

SIGNATURES IMMEDIATELY FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first given above.

AGREED TO AND ACCEPTED BY:

Owner: _____ Date: _____
Title: _____
Company: _____

Owner: _____ Date: _____
Title: _____
Company: _____

APPROVED BY:

Date: _____
Real Estate Broker (BOR)
Keller Williams Realty Gold Coast



Division of Licensing Services

New York State
Department of State
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001
Customer Service: (518) 474-4429
www.dos.ny.gov

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by _____ of _____
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

Seller as a (check relationship below)

Seller's Agent

Broker's Agent

Buyer as a (check relationship below)

Buyer's Agent

Broker's Agent

Dual Agent

Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

Advance Informed Consent Dual Agency

Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form:

Signature of Buyer(s) and/or Seller(s):

Date: _____

Date: _____



New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing and Anti-discrimination Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing and Anti-discrimination Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by _____ (print name of Real Estate Salesperson/
Broker) of _____ (print name of Real Estate company, firm or brokerage)

(I)(We) _____

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



SELLER AUTHORIZATION FORM

Seller: _____

Address: _____

Listing Agent(s): _____

ML #: _____

- I, the seller, request that all offers go through the listing agent.

Agree Disagree Initial: _____

- I, the seller, request to use "Name Withheld" on the MLS listing instead of my own name.

Agree Disagree Initial: _____

- I, the seller, request a mortgage pre-approval letter from the purchaser and/or proof of funds for all payments involved in the transaction.

Agree Disagree Initial: _____

Signature - Seller

Date

Signature - Agent

Date



AFFILIATE SERVICES DISCLOSURE / KELLER WILLIAMS NOTICES / and ELECTIONS
FOR BUYERS, SELLERS, LANDLORDS, and TENANTS (CONSUMERS)

Disclosure of Ownership and Financial Interest

This is to give notice that some owners and agents of the following real estate companies have common ownership and financial interests:

Keller Williams NYC - New York, NY

Keller Williams Realty Greater Nassau - Garden City, NY

Keller Williams Points North - Woodbury, NY

Keller Williams Realty Legendary - Franklin Square, NY

Keller Williams Realty Liberty - Ozone Park, NY

Keller Williams Realty Empire - Brooklyn, NY

Keller Williams Realty Gold Coast - Manhasset, NY

Keller Williams Realty Elite - Massapequa, NY

Disclosure of Business Relationship:

Further, this is to give notice that some owners and agents of the above-named real estate companies have a business relationship which may have financial or other benefits with certain providers of services related to your sale, purchase, or leasing of real estate. Consumers are **not required** to utilize any of these service providers. The names of the service providers and nature of the relationship are set forth below:

- 1) **1st Equity** - (Title and Closing Service) - 1st Equity National Title and Closing Services was established under the laws of New York and commenced business in 2003. Located in Melville, NY with offices in NJ and PA, they are a national title agency, licensed to do business across the country. Some owners and agents of the above referenced real estate companies and 1st Equity National Title and Closing Services have common ownership and financial interest.
- 2) **Prosper Abstract** - (Title and Closing Service) - Prosper Abstract is a premiere title and closing agency located in Garden City, New York. Some owners and agents of the above referenced real estate companies and Prosper Abstract have common ownership and financial interest.
- 3) **Cliffco Mortgage Bankers** - Cliffco Mortgage Bankers is a fully delegated mortgage banking institution located in Uniondale, New York. Cliffco is fully licensed in New York, New Jersey, Pennsylvania, Connecticut, Florida, and Texas. Some owners and agents of the above referenced real estate companies and Cliffco Mortgage Bankers have common ownership and financial interest.

Consumers (Buyers, Sellers, Landlords, and Tenants) are **NOT** required to use the above-referenced service providers as a condition of settlement of the loan on a subject property, or the purchase, sale, or lease of a subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATES FOR THESE SERVICES** (The above-named real estate companies believe the named service providers' charges would be competitive with charges of other providers of the same services).

Furthermore, any referral or recommendation by agents of the above-named real estate companies for contractors or service providers are as a convenience and suggestion to consumers. The above-named real estate companies, agents, and staff assume no liability for the performance, quality, or warranty for any work performed or service provided. The above-named real estate companies, agents, and staff assume no liability for any improper service, or workmanship, or their lack of insurance coverage for a referred or suggested contractor or service provider. Consumer information such as contact numbers, email addresses, and/or property addresses may be shared with named service providers.



The above-named real estate companies may request Cashier's Checks or ACH (Automated Clearing House) payment only on all escrows/deposits/rents after a fully executed Contract/Agreement of Sale or Lease.

Notice to parties to an Agreement of Sale: There may be instances, possibly in multiple offer situations where buyers and sellers may consider having contingencies waived such as appraisal, mortgage, inspections, and verifications which are considered to be for the protection and benefit of the parties to an Agreement of Sale. Buyers and sellers may feel that waiving contingencies may appeal to sellers with the anticipation the seller will accept the buyer's agreement over other offers with contingencies.

This notice is to inform parties to Agreements of Sale that the above-named real estate companies considers this practice ill-advised and will NOT recommend, encourage, or compel parties to Agreements of Sale to waive any contingencies which may be applicable to the property being sold or the parties involved. Furthermore, the parties to an Agreement of Sale understand that the decision to waive any contingency is at the sole discretion of the parties and has not been initiated, recommended, influenced, or encouraged in any way by the above-named real estate companies their sales associates, brokers, staff, and/or employees.

Sellers/Landlords and Buyers/Tenants hereby acknowledge their receipt and understanding of this disclosure.

| | | | | | |
|--------------------|-------|--------------------|-------|--------------------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ |
| Consumer Signature | Date | Consumer Signature | Date | Consumer Signature | Date |
| | | _____ | _____ | | |
| | | Agent Signature | Date | | |

Election(s) for Consumer(s)

Consumer(s) request a representative from one of the above-referenced Mortgage Service Providers contact them for a No Charge, No Obligation rate quote and pre-approval.

Yes No Initials: _____

****An important note regarding electronic funds transfers: DO NOT ACCEPT NEW, REVISED, OR ALTERED WIRE INSTRUCTIONS WITHOUT VOICE CALL VERIFICATION TO A KNOWN TELEPHONE NUMBER. Alerts of fraudulent email messages containing fraudulent wire instructions have occurred.**



CONSUMER WIRE FRAUD ADVISORY

While conducting business and communicating electronically has become a matter of convenience, and in most cases a reality in nearly all aspects of our lives, it has also provided hackers/criminals new opportunities for their criminal activity. In the course of your real estate transaction, you may receive fraudulent/deceptive wiring instructions via email, fax, text, and/or social media. These communications are becoming regular and likely, while having the appearance of being authentic, are actually counterfeit requests for information directing consumers to input private banking information on a fake website or email. Please note that Keller Williams will not send instructions to wire funds beyond advising you to contact your Title Manager / Closing Attorney.

WARNING: When wiring funds, never rely exclusively on any electronic means of communication. Call the Title Agent / Closing Attorney at a number that you obtained on your own (i.e., sales contract, their website, etc.). Do not use a phone number that is obtained from any electronic communication. *INITIALS: _____

BUYERS: Keller Williams recommends that if you receive wiring instructions, supposedly from a settlement/title company, lender, attorney, or any other entity, verify the authenticity of the instructions prior to initiating any transfer of funds.

- Contact your Title Manager / Closing Attorney at the phone number you received at the beginning of your transaction. NEVER WIRE FUNDS PRIOR TO CALLING YOUR TITLE MANAGER / CLOSING ATTORNEY TO CONFIRM.
- Do not use any phone numbers provided to you in emailed wire transfer instructions. ONLY USE A KNOWN AND CONFIRMED PHONE NUMBER FOR YOUR TITLE MANAGER / CLOSING ATTORNEY.
- Orally confirm, with your Title Manager / Closing Attorney, that the wire transfer instruction is legitimate and confirm the bank routing number, account numbers, and other codes before transferring the funds.
- Avoid sending any personal information via electronic transmission. Provide such information in person or over the phone directly to the Title Manager / Closing Attorney.
- It is recommended that you take steps to secure your information (i.e., create strong passwords, only use secure Wi-Fi, do not use free services, etc.).

SELLERS: Keller Williams recommends that if you send wiring instructions of any kind (i.e., for the receipt of your proceeds) via electronic means, you must call immediately and verify that the correct instructions were received by the Title Manager / Closing Attorney. Also, it is important to confirm with the Title Manager / Closing Attorney that the wire instructions are not to be substituted without verbal consent.

Additionally: Keller Williams, Closing Attorneys, or Title Managers may request Cashier’s Checks only on escrows/deposits/rents after a fully executed contract/agreement of sale or lease. Your real estate agent can help you find out what is required for deposits and closings. If you believe that you have received fraudulent wire instructions, immediately notify your bank, the Title Manager / Closing Attorney, and your real estate agent. The sources below, as well as others, can also provide information:

- Federal Bureau of Investigation: <http://www.fbi.gov>
- Internet Crime Complaint Center: <http://www.ic3.gov>
- National White Collar Crime Center: <http://www.nw3c.org>
- On Guard Online: <http://www.onguardonline.gov>

By signing below, the undersigned acknowledge that each has read, understands, and has received a copy of this Consumer Wire Fraud Advisory.

Consumer: _____ Date: _____

Consumer: _____ Date: _____

Agent: _____ Date: _____



**SALES - DISCLOSURE FOR PRE-1978 HOUSING SALES
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**



Seller's Name: _____ Property Address: _____
City/State/Zip/Phone: _____

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

- _____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

 - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- _____ (b) Records and Reports available to the seller (check one below):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- _____ (c) Purchaser has received copies of all information listed above.
- _____ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- _____ (e) Purchaser has (check one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- _____ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller: _____ Date: _____ Seller: _____ Date: _____
Purchaser: _____ Date: _____ Purchaser: _____ Date: _____
Agent: _____ Date: _____ Agent: _____ Date: _____

Commercial Property Data Section

Privacy

Public/Private: _____

Location

Street #: _____ Street Dir: _____ Street Name: _____

St Suffix: _____ St Dir Suffix: _____ St Type: _____

County: _____ Town: _____ Zone: _____

Zip: _____

Unit #: _____ Sec./Area: _____

Cross St: _____

District: _____ Section: _____ Block: _____ Lot: _____

Price/Property

Price:

Price Range Listing?: _____ Listing Price: _____

Dates:

Listing Date: _____ Exp Date: _____ Occupancy Date: _____

Property Description:

Sale or Lease: _____

Lease Only:

Type of Comp to Co-op Broker Lease Term: Fixed Rate\$ Fixed Rate% Split Rate%

Compensation Offered on Lease: _____

Compensation on Lease Renewal: _____

Sale Only:

Type of Sale: *Select only one*

- | | | | |
|-------------------------------------|-------------------------------------|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> Bus+Office | <input type="checkbox"/> Investment | <input type="checkbox"/> Prop+Bus | <input type="checkbox"/> Store |
| <input type="checkbox"/> Business | <input type="checkbox"/> Office | <input type="checkbox"/> Property | <input type="checkbox"/> Storefnt |
| <input type="checkbox"/> Inc Prop | <input type="checkbox"/> Other | <input type="checkbox"/> Rental | |

Type of Comp to Co-op Broker Sale: Fixed Rate\$ Fixed Rate% Split Rate%

Compensation Offered on Sale: _____

Property Type: *Select only one*

- | | | | |
|---------------------------------------|-------------------------------------|---------------------------------------|------------------------------------|
| <input type="checkbox"/> Restaurant | <input type="checkbox"/> Indus Bldg | <input type="checkbox"/> Office Bldg | <input type="checkbox"/> Store |
| <input type="checkbox"/> Apt House | <input type="checkbox"/> Misc | <input type="checkbox"/> Other | <input type="checkbox"/> Warehouse |
| <input type="checkbox"/> Comm/Ind | <input type="checkbox"/> Mixed Use | <input type="checkbox"/> Shop Center | |
| <input type="checkbox"/> Free St Bldg | <input type="checkbox"/> Office | <input type="checkbox"/> Small Stores | |

Current Uses:

- | | | |
|---|--|--------------------------------------|
| <input type="checkbox"/> Auto Sales | <input type="checkbox"/> Light Industrial | <input type="checkbox"/> Residential |
| <input type="checkbox"/> Business | <input type="checkbox"/> Mixed | <input type="checkbox"/> Retail |
| <input type="checkbox"/> Food Services | <input type="checkbox"/> Office | <input type="checkbox"/> Utility |
| <input type="checkbox"/> Heavy Industrial | <input type="checkbox"/> Other/See Remarks | <input type="checkbox"/> Warehouse |

Units: _____ Rent Per Square Foot: _____
 Approx Int Square Footage: _____ GLA Total in Bldg: _____
 Owner Operating Income: _____ Net Operating Income: _____
 Other Income: _____ Potential Rent Income: _____
 Owner Operating Expenses: _____

Business for Sale

Business Type: *Select only one*

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Audio | <input type="checkbox"/> Distributor | <input type="checkbox"/> Laund/Dry Clean | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Auto | <input type="checkbox"/> Doctor Office | <input type="checkbox"/> Liquor Store | <input type="checkbox"/> Restaurant |
| <input type="checkbox"/> Bar | <input type="checkbox"/> Drug/Beauty | <input type="checkbox"/> Maintenance | <input type="checkbox"/> Retail |
| <input type="checkbox"/> Beauty/Barber | <input type="checkbox"/> Fast Food | <input type="checkbox"/> Manufacture | <input type="checkbox"/> Retail Food |
| <input type="checkbox"/> Bed N Breakfast | <input type="checkbox"/> Florist/Nursery Gas | <input type="checkbox"/> Marine Misc | <input type="checkbox"/> Routes |
| <input type="checkbox"/> Church | <input type="checkbox"/> Station | <input type="checkbox"/> Motel/Hotel | <input type="checkbox"/> Services |
| <input type="checkbox"/> Deli | <input type="checkbox"/> Health Spa/Gym | <input type="checkbox"/> Other | <input type="checkbox"/> Stationery |
| <input type="checkbox"/> Dentist Office | <input type="checkbox"/> Inn | <input type="checkbox"/> Pizza | <input type="checkbox"/> Video Wholesale |

Business Name: _____
 Business Located At: _____
 Business Age: _____ Lease Exp Date: _____ Inventory: _____
 Inventory Included: _____ Leasehold Improvements: _____
 Fixtures & Equipment: _____ Gross Profit: _____
 APOD Attached: _____
 Type of Comp to Co-op Broker Business: Fixed Rate\$ Fixed Rate% Split Rate%
 Compensation Offered on Business: _____
 Business NOI: _____ # Dining Seats: _____

Building

Building:

Zoning: _____ Office %: _____
 Vacancy %: _____ Amps: _____
 Lot Sq Footage: _____ Frontage Feet: _____
 RE Included: _____ Building Size: _____
 #Buildings: _____ Year Built Exception: _____ Year Renovated: _____

Building: *cont'*

Space Available for Lease: _____ Under Steel: _____
Overhead Door#: _____ Overhead Door Height: _____
#Docks: _____ Parking Spaces: _____ Parking Spaces at Building: _____
Tail Board#: _____ Approx Year Built: _____
Space on Floor#: _____
Elevator: _____ Elevator Type: _____ Stories: _____
HVAC Tonnage: _____ Electric Phase: _____

Heating Fuel:

- | | | |
|--------------------------------------|---|--|
| <input type="checkbox"/> Coal | <input type="checkbox"/> None | <input type="checkbox"/> Other/See Remarks |
| <input type="checkbox"/> Electric | <input type="checkbox"/> Oil | <input type="checkbox"/> Propane |
| <input type="checkbox"/> Kerosene | <input type="checkbox"/> Oil Above Ground | <input type="checkbox"/> Solar |
| <input type="checkbox"/> Natural Gas | <input type="checkbox"/> Oil Below Ground | <input type="checkbox"/> Wood |

Heating Type:

- | | | |
|--|---|--|
| <input type="checkbox"/> Base Board | <input type="checkbox"/> Gravity Hot Air | <input type="checkbox"/> Hydro Air |
| <input type="checkbox"/> Ducts | <input type="checkbox"/> Heat Pump | <input type="checkbox"/> Hydronic |
| <input type="checkbox"/> Electric | <input type="checkbox"/> Heat Pump Air | <input type="checkbox"/> None |
| <input type="checkbox"/> Energy Star Unit(s) | <input type="checkbox"/> Heat Recovery System | <input type="checkbox"/> Other |
| <input type="checkbox"/> Forced Air | <input type="checkbox"/> Hot Air | <input type="checkbox"/> Passive Solar |
| <input type="checkbox"/> Geothermal | <input type="checkbox"/> Hot Water | |

Sewer:

- | | |
|---|--|
| <input type="checkbox"/> Cesspool | <input type="checkbox"/> Septic |
| <input type="checkbox"/> Community | <input type="checkbox"/> Septic Above Ground |
| <input type="checkbox"/> Municipal | <input type="checkbox"/> Septic Approved |
| <input type="checkbox"/> None | <input type="checkbox"/> Sewer |
| <input type="checkbox"/> Others/See Remarks | <input type="checkbox"/> Sewer Over 500 Feet |

View:

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Bridge View | <input type="checkbox"/> Scenic View |
| <input type="checkbox"/> City View | <input type="checkbox"/> Skyline View |
| <input type="checkbox"/> Mountain Views | <input type="checkbox"/> View |
| <input type="checkbox"/> Open View | |
| <input type="checkbox"/> Park View | |

Waterfront Features:

- | | | | |
|---------------------------------------|---|---|---------------------------------------|
| <input type="checkbox"/> Bay | <input type="checkbox"/> Dock/Mooring | <input type="checkbox"/> Lake/Pond/Stream | <input type="checkbox"/> Sound |
| <input type="checkbox"/> Beach | <input type="checkbox"/> Harbor | <input type="checkbox"/> Lakefront | <input type="checkbox"/> Water Access |
| <input type="checkbox"/> Beach Rights | <input type="checkbox"/> Inlet | <input type="checkbox"/> Ocean | <input type="checkbox"/> Water Other |
| <input type="checkbox"/> Bulkhead | <input type="checkbox"/> Lake | <input type="checkbox"/> Pond | <input type="checkbox"/> Water View |
| <input type="checkbox"/> Canal | <input type="checkbox"/> Lake Association | <input type="checkbox"/> River | <input type="checkbox"/> Waterfront |
| <input type="checkbox"/> Creek | <input type="checkbox"/> Lake Views | <input type="checkbox"/> River Views | |

Modifications/Exclusions:

- | | |
|---|---|
| <input type="checkbox"/> M1 Buyer Exclusions | <input type="checkbox"/> M7 Insufficiency of Funds |
| <input type="checkbox"/> M2 Agent Exclusions | <input type="checkbox"/> M7A Litigation Policy |
| <input type="checkbox"/> M3 IAW | <input type="checkbox"/> M7B Litigation Policy |
| <input type="checkbox"/> M4 Commission Modification | <input type="checkbox"/> M8 Short Sale Notification |
| <input type="checkbox"/> M6 Disclosure of Ownership | <input type="checkbox"/> None |

Green Features:

- | | | |
|---|--|---|
| <input type="checkbox"/> Double Pane Windows | <input type="checkbox"/> Energy Star Washer | <input type="checkbox"/> Low Flow/Dual Flush Toilet |
| <input type="checkbox"/> Double Paned Windows | <input type="checkbox"/> Energy Star Water Heater | <input type="checkbox"/> Programmable Thermostat |
| <input type="checkbox"/> Energy Star Dishwasher | <input type="checkbox"/> Energy Star Windows | <input type="checkbox"/> Solar Panels |
| <input type="checkbox"/> Energy Star Doors | <input type="checkbox"/> Geothermal Water Heater | <input type="checkbox"/> Solar Pool Cover |
| <input type="checkbox"/> Energy Star Dryer | <input type="checkbox"/> Gray Water System | <input type="checkbox"/> Solar Water Heater |
| <input type="checkbox"/> Energy Star Furnace | <input type="checkbox"/> Green Certified | <input type="checkbox"/> Storm Doors |
| <input type="checkbox"/> Energy Star Refrigerator | <input type="checkbox"/> Insulated Doors | <input type="checkbox"/> Tankless Water Heater |
| <input type="checkbox"/> Energy Star Skylight(s) | <input type="checkbox"/> Insulated Windows | <input type="checkbox"/> Triple Thermo Windows |
| <input type="checkbox"/> Energy Star Stove | <input type="checkbox"/> Low Flow Showers/Fixtures | <input type="checkbox"/> Windmill |

Owner/Broker

Owner: _____
 Listing Agent: _____ Listing Agent Phone#: _____
 Co-Listing Agent: _____ Co-Listing Agent Phone#: _____

For Lease Only:

Coop Broker Lease Term Comp: _____

Agreement Type: _____ Seller Financing: _____
 Auction Listing: _____ Auction Terms Sale Listing: _____
 Contract Vendee Listing: _____
 Show Instructions: _____

Remarks/Misc

Broker Remarks (Info for Realtors):

Directions:

Public Remarks is for description only. No name, PH#, refer to agent, office, status etc.

Public Remarks (Info for consumers):

Supersedes: _____ Supersedes ML#: _____

Do you want to display the address on the internet: _____

By signing this Property Data Form, Owner(s) acknowledges that Owner(s) read the form in its entirety and affirms to the best of their knowledge, recollection, or ability that the information contained therein is true and accurate as of the date Owner(s) signs the form. Should Owner(s) acquire knowledge, which changes any of the information contained on this form, Owner(s) must immediately notify Listing Broker of such changes in writing.

By: _____ (Owner) _____ (Owner) _____ (Date)

COMMERCIAL PURCHASE LETTER OF INTENT

Buyer: _____

Address: _____

Effective Date: _____

Seller: _____

Address: _____

RE: Intent to Purchase Commercial Property

This commercial purchase letter of intent (the "Letter of Intent") represents the basic terms for an agreement between the Buyer and Seller. After this Letter of Intent has been made, a formal agreement may be constructed to the benefit of the Parties involved.

I. The Buyer: _____ (the "Buyer").

II. The Seller: _____ (the "Seller").

III. Property Address: _____ (the "Property").

Additional Description: _____

IV. Purchase Price: The Buyer shall purchase the Property for _____ Dollars (\$) _____ (the "Purchase Price").

V. Purchase Terms: Payment of the Purchase Price shall be made in the following manner:

VI. Bank Financing: The Buyer has made it known that their ability to purchase the Property is
 conditional not conditional on their ability to obtain financing.

If the purchase is conditional on financing, it shall be under the following terms:

VII. Closing: The Closing shall occur on _____ or earlier by mutual agreement (the "Closing"). Any extension to the Closing must be agreed upon in writing by the Buyer and Seller.

VIII. Closing Costs: All costs associated with the Closing shall be the responsibility of
 the Buyer the Seller both Parties bearing their own expenses.

IX. Possession: Possession of the Property shall be given on _____ or earlier by mutual agreement (the "Possession"). Any extension to the Possession must be agreed upon in writing by the Buyer and Seller.

X. Property Inspection: After a binding Purchase Agreement has been made, the Buyer shall hold the right to have the condition of the Property inspected by a person of their choosing. The inspection shall occur no later than _____ days after a Purchase Agreement has been made.

After the Property has been inspected, the Buyer shall have an additional _____ days to report any new disclosures to the Seller in writing. If the Buyer and Seller cannot reach a mutual agreement within _____ days after delivery of the written disclosures, the Purchase Agreement shall be terminated with any earnest money being returned to the Buyer.

XI. Binding Effect: This Letter of Intent shall be considered: (Initial and Check)

____ - **Binding** – Therefore, the Parties acknowledge that remedies at law will be inadequate for any breach of this Letter of Intent and consequently agree that this Letter of Intent shall be enforceable by specific performance. The remedy of specific performance shall be cumulative of all of the rights at law or in equity of the Parties under this Letter of Intent.

____ - **Non-Binding** – Therefore, the Parties acknowledge that this Letter of Intent is not enforceable by any Party. The terms outlined herein are solely for the purposes of reaching an agreement in the future, of which the Buyer and Seller are not bound.

XII. Standstill Agreement: Following the execution of this Letter of Intent, and until the Closing, the Seller shall not engage in negotiations for the sale of the Property with any other party unless either the Buyer and Seller agree in writing to terminate this Letter of Intent, or the Buyer and Seller fail to sign a Purchase Agreement by _____, 20____.

XIII. Additional Provisions:

XIV. Currency: All mentions of currency or the usage of the “\$” icon shall be known as referring to the US Dollar.

XV. Governing Law: This Letter of Intent shall be governed under the laws of the State of _____

XVI. Acceptance: If you are agreeable to the aforementioned terms, please sign and return a duplicate copy of this Letter of Intent by no later than _____, 20____.

BUYER

Signature: _____ Date _____

Print Name _____

KWGC BROKER: _____

SELLER

Print Name: _____

Signature: _____ Date _____

Date: _____

Print Name _____

DEAL SHEET

PROPERTY ADDRESS

TERMS

Address: _____ Price: \$ _____
City: _____ Down Pmt at contract: _____ % \$ _____
Prop Type: _____ Block: _____ Lot: _____ Mortgage: _____ % \$ _____
Lot Size: _____ Bldg Size: _____ Cash at closing: \$ _____

SELLER(S)

BUYER(S)

Name(s): _____ Name(s): _____
Address: _____ Address: _____
City: _____ Zip: _____ City: _____ Zip: _____
Home/Mobile Phone: _____ Home/Mobile Phone: _____
Email: _____ Email: _____

SELLER(S) ATTORNEY

BUYER(S) ATTORNEY

Name(s): _____ Name(s): _____
Address: _____ Address: _____
City: _____ Zip: _____ City: _____ Zip: _____
Phone: _____ Phone: _____
Fax: _____ Fax: _____
Email: _____ Email: _____

LISTING BROKERAGE

SELLING BROKERAGE

Name(s): _____ Name(s): _____
Address: _____ Address: _____
City: _____ Zip: _____ City: _____ Zip: _____
Phone: _____ Phone: _____
Fax: _____ Fax: _____
Email: _____ Email: _____
Listing Agent: _____ Selling Agent: _____
Co-Listing Agent: _____ Co-Selling Agent: _____
L/A Comm: _____ % or \$ _____ S/A Comm: _____ % or \$ _____
Co-L/A Comm: _____ % or \$ _____ Co-S/A Comm: _____ % or \$ _____

LENDER

Company: _____ Email: _____
Phone: _____ Contact: _____

CONTRACT

Date: _____ Place: _____

CLOSING

Date: _____ Place: _____

OTHER REMARKS

CLOSING BILL

Date: _____

Property Address: _____

Agent Name: _____

Agent Contact Number: _____

Agent Email: _____

Agent DOS#: _____

Office DOS#: 10991213047

Selling Price: \$ _____

Commission Due: \$ _____

Payable To: **Keller Williams Realty Gold Coast**

Approved By:

Keller Williams Realty Gold Coast

By: _____

Agent (Print)

Date

(Sign)

Date