

## Condominium/Co-op Listing Documents

### Required:

- One Key MLS - **Exclusive Right to Sell** Agreement for Residential, Condo., Co-op
- NYS Disclosure Form for **Seller and Buyer** 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**
- Audio Recording Device** Disclosure Form
- NYS **Flood Insurance** Disclosure Form - if applicable
- NYSAR **Agricultural Form** Notice & Disclosure - if applicable
- Realtor Notice to Seller and Landlords Regarding **NYS Smoke Detector Law**

### Conditionally required:

- Sales Disclosure for Pre-1978 Housing - Sales Disclosure of Information & **Acknowledgement of Lead Based Paint** and/or Lead Paint Based Hazards
- One Key MLS - **Coming Soon Authorization** Form
- One Key MLS - **Office Exclusive Seller Disclosure** Form

### Optional:

- One Key MLS - **Condo Co-op Property Data Form**

### Change in Listing Forms:

- One Key MLS - **Status Change** Form - Used for TOM, BOM, Price Change
- One Key MLS - **Extension Agreement** Form

### Pending:

- KWGC **Deal Sheet**
- KWGC **Commission Invoice**

### Closing:

- KWGC **Closing Bill**



# EXCLUSIVE RIGHT TO SELL AGREEMENT

**THIS IS A LEGALLY BINDING CONTRACT ("AGREEMENT"). IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.**

I/WE \_\_\_\_\_ ("OWNER") the OWNER of property located at \_\_\_\_\_ ("PROPERTY") do hereby give you, \_\_\_\_\_ ("LISTING BROKER") the exclusive right to sell the PROPERTY for \$ \_\_\_\_\_ from 12:01 A.M. on \_\_\_/\_\_\_/20\_\_\_ until 11:59 P.M. on \_\_\_/\_\_\_/20\_\_\_ ("LISTING PERIOD") and to make an offer of compensation to all participants of the OneKey Multiple Listing Service, LLC (OneKey MLS) authorized under law to receive a commission. OWNER and LISTING BROKER agree that they are contractually bound by this AGREEMENT as of the Effective Date.

Further, OWNER and LISTING BROKER agree that no marketing, promotion, sales activity, or showing of the PROPERTY shall take place until the LISTING CONTENT is entered into the OneKey MLS system and made available to other OneKey Participants on \_\_\_\_\_ (insert date).

No provision of this AGREEMENT is intended to nor shall be understood to establish or imply any contractual relationship between the OWNER and OneKey MLS and/or any REALTOR® Associations nor has OneKey MLS and/or any REALTOR® Associations in any way participated in any of the terms of this AGREEMENT, including the commission to be paid.

## COMPENSATION

1. The OWNER hereby agrees to pay the LISTING BROKER a total commission in the amount of \_\_\_\_\_% of the selling price or \$ \_\_\_\_\_. Owner also agrees that said commission shall be shared with Cooperating Brokers as follows:

If the Cooperating Broker is a Seller's Agent \_\_\_\_\_% of the selling price or \$ \_\_\_\_\_.

If the Cooperating Broker is a Broker's Agent \_\_\_\_\_% of the selling price or \$ \_\_\_\_\_.

If the Cooperating Broker is a Buyer's Agent \_\_\_\_\_% of the selling price or \$ \_\_\_\_\_.

\_\_\_\_\_  
OWNER INITIAL

This commission is offered to OneKey Participants only.

## COMMISSION EARNED AND OWNER(S) OBLIGATIONS AFTER THE EXPIRATION/TERMINATION OF AGREEMENT

2. A commission shall be earned and payable under any of the following conditions: (a) If the LISTING BROKER or cooperating broker produces a buyer ready, willing and able to purchase the PROPERTY on such terms and conditions acceptable to the OWNER; (b) If through the LISTING BROKER's or cooperating broker's efforts a buyer and the OWNER reach an agreement upon all the essential terms of a transaction; (c) If the PROPERTY is sold or transferred during the term of this LISTING AGREEMENT whether or not the sale or transfer is a result of the LISTING BROKER's efforts and even if the PROPERTY is sold or transferred as a result of the efforts of the OWNER or any other broker or agent not acting under this LISTING AGREEMENT; (d) If the LISTING BROKER or cooperating broker is the procuring cause of a transaction. If within \_\_\_\_\_ days after the expiration or termination of the LISTING PERIOD, OWNER accepts a purchase offer on the PROPERTY from any person to whom the PROPERTY has been shown during the LISTING PERIOD, OWNER will pay LISTING BROKER the aforementioned commission/fee as if LISTING BROKER had made the sale provided the PROPERTY goes to closing. The preceding sentence shall not apply if OWNER in good faith enters into a valid listing agreement for the PROPERTY with another New York State licensed real estate broker after the expiration or termination of this AGREEMENT.

3. If OWNER terminates this LISTING AGREEMENT or the LISTING BROKER's authority provided herein prior to the end of the LISTING PERIOD, the LISTING BROKER shall retain its contract rights (including but not limited to recovery of its commission, advertising expenses and/or any other damages incurred) by reason of OWNER's termination.

## MARKETING

4. OWNER grants to the LISTING BROKER full discretion to determine the appropriate marketing approach for the PROPERTY. LISTING BROKER will undertake to find a ready, willing, and able purchaser and in order to do so will engage in marketing activity which may include all forms of advertising.

## AUTHORIZATION FOR "FOR SALE" SIGN AND OTHER SERVICES

5. LISTING BROKER \_\_\_\_\_ (is) \_\_\_\_\_ (is not) authorized to place a "For Sale" sign on the PROPERTY. (Check one)

6. LISTING BROKER \_\_\_\_\_ (is) \_\_\_\_\_ (is not) authorized to use a lockbox. (Check one)

7. OWNER \_\_\_\_\_ (gives permission) \_\_\_\_\_ (does not give permission) to the LISTING BROKER to share keys to the PROPERTY with cooperating brokers. (Check one)

## RENTAL OF PROPERTY

8. Should the OWNER desire to rent the property during the period of this agreement, LISTING BROKER is hereby granted the sole and exclusive right to rent the PROPERTY. OWNER agrees to pay LISTING BROKER a rental commission of \_\_\_\_\_. The commission for the lease term is due and payable (check one) \_\_\_\_\_ upon the execution of the lease \_\_\_\_\_ upon the date of occupancy. The commission for any renewal thereof, is due and payable upon the commencement of each renewal term. In the event the Property is sold during the term of the lease, the OWNER shall owe the LISTING BROKER the commission as set forth in paragraph 1 above.

## USE OF AUDIO RECORDING DEVICES

9. OWNER is advised that it is in violation of NYS Penal Law to mechanically overhear a conversation by having any device (or devices) recording, streaming, or otherwise documenting the conversation of an individual during real estate-related activities at the property (open houses, showings etc.) if you are not a party to that conversation. If such a device is present and will be operating at any time a potential Buyer is viewing the property, the OWNER understands that the listing agent

must disclose the presence of the device. The property (check one) does \_\_\_\_\_ does not \_\_\_\_\_ have a device that can mechanically overhear a conversation.

## ADDITIONAL POINTS

10. Additional Points of Agreement, if any:

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### ALL MODIFICATIONS TO BE MADE IN WRITING

11. OWNER and LISTING BROKER agree that no change, amendment, modification or termination of this AGREEMENT shall be binding on any party unless the same shall be in writing and signed by the parties.

### MAINTENANCE OF PROPERTY

12. OWNER is responsible for the condition, maintenance and/or utilities for the PROPERTY including snow removal and lawn maintenance. OWNER agrees to indemnify and hold harmless the LISTING BROKER and cooperating brokers from any claim arising out of personal injuries to any persons injured on the PROPERTY and/or loss or damage to personal property except if caused by the gross negligence of the LISTING BROKER or cooperating broker. OWNER shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

### HOME EQUITY THEFT PROTECTION ACT

13. OWNER acknowledges that OWNER is aware of the Home Equity Theft Prevention Act and particularly the provisions of Section 265 of the Real Property Law of the State of New York. In order to ensure compliance with same, OWNER warrants and represents that:

- (a) OWNER is not in default of any mortgage affecting real property by reason of there being payments due and unpaid on any mortgage for two (2) months or more;
- (b) there are no actions pending against the real property to foreclose a mortgage; and
- (c) the PROPERTY is not shown as an active property on a tax lien sale list and all real estate taxes have been paid through the next lien date.

14. In the event that the above circumstances change after the execution of this listing agreement, OWNER hereby covenants and agrees that OWNER will communicate with LISTING BROKER regarding any of the matters referred to above in subparagraph (a), (b) or (c) and to keep LISTING BROKER fully apprised of same.

### ESCROW AND RECOVERY OF FEES

15. (a) Escrow. If, for any reason, LISTING BROKER is not paid the compensation set forth herein on the due date, OWNER shall establish an escrow account with a party mutually agreeable to LISTING BROKER and OWNER or a title insurance agent or company, and shall place into said escrow account an amount equal to the compensation set forth herein. The escrow monies shall be paid by OWNER to said escrow agent and shall be held in escrow until the parties' rights to the escrow monies have been determined (i) by the written agreement of the parties; (ii) pursuant to an arbitration award; (iii) by order of a court of competent jurisdiction; or (iv) some other process to which the parties agree to in writing.

(b) Commission Escrow Act. Alternatively, LISTING BROKER shall have the right to exercise LISTING BROKER's rights under the Commission Escrow Act and specifically, Real Property Law Section 294-b. The provisions of said law may require the deposit of the commission claimed by LISTING BROKER, with the County Clerk in the County in which the property is located. Notice is hereby given in accordance with Section 294-b(4)(k) as follows:

**AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT OWNER DOES NOT PAY THE BROKER HIS OR HER COMMISSION AS SET FORTH HEREIN. YOUR OBLIGATION TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY THE BROKER.**

(c) Attorney Fees. In any action, proceeding or arbitration to enforce any provision of this AGREEMENT, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event LISTING BROKER hires an attorney to enforce the collection of any commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, OWNER agrees to pay the reasonable attorney fees, costs and related expenses incurred by LISTING BROKER.

### INDEMNITY

16. In the event any claim or action is commenced against the LISTING BROKER or a cooperating broker as a result of the LISTING BROKER or cooperating broker obeying the lawful instructions of the OWNER, then, and in such event, the OWNER hereby agrees to defend, indemnify and hold harmless the LISTING BROKER or cooperating broker in any such claim or action. OWNER shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

### PROPERTY CONDITION DISCLOSURE

17. As the owner of residential real property, OWNER must complete and sign a Property Condition Disclosure Statement as required by Real Property Law §462(2) and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and the OWNER must be attached to the real estate purchase contract. If OWNER acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, OWNER must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, will OWNER be required to provide a revised Property Condition Disclosure Statement after the transfer of title from OWNER to the buyer or after the buyer has commenced occupancy of the PROPERTY. If OWNER fails to deliver a Property Condition Disclosure Statement to the buyer prior to the buyer signing a binding contract of sale, the buyer will be entitled to a credit in the amount of \$500.00 against the purchase price of the PROPERTY upon the transfer of title.

### COPYRIGHT NOTICE

18. The OWNER authorizes the LISTING BROKER to enter information and any photograph, image, graphics or video recording, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the PROPERTY whether taken by the LISTING BROKER's agent, supplied by OWNER, or otherwise ("LISTING CONTENT"), into a listing content compilation owned by OneKey MLS. The OWNER understands and agrees that said compilation is exclusively owned by OneKey who alone possesses the right to publish said compilation in any media form it deems appropriate. LISTING CONTENT may be aggregated with that of other properties listed by participants in OneKey MLS, computer online networks and websites and become copyrightable data pursuant to agreements with LISTING BROKER and such other third parties. By the act of submitting any LISTING CONTENT to OneKey MLS, the LISTING BROKER has

been authorized to grant and also thereby does grant authority to OneKey MLS to include the LISTING CONTENT in its copyrighted MLS compilation and also in any statistical report. OneKey MLS may license, sell, lease, and commercially utilize its compilation. Among other uses OneKey MLS may license or sell the LISTING CONTENT to aggregators who will aggregate the LISTING CONTENT and resell the same. If any LISTING CONTENT is delivered by OWNER to the LISTING BROKER for use in the OneKey MLS compilation, by virtue of such delivery and the execution of this AGREEMENT, the OWNER hereby represents and warrants that the OWNER either: (1) holds all intellectual property rights including the copyrights of the LISTING CONTENT; or (2) has a nonexclusive, perpetual, royalty-free, worldwide license to copy, distribute, display, create derivative works, and publicly perform the LISTING CONTENT and the right to grant sublicenses through multiple tiers.

19. OWNER hereby grants to LISTING BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, reproduce and distribute the LISTING CONTENT or any derivative works thereof. OWNER agrees to indemnify LISTING BROKER from any claim of infringement relating to the same. OWNER acknowledges and agrees that as between OWNER and LISTING BROKER, all LISTING CONTENT developed by either the OWNER or the LISTING BROKER is deemed owned exclusively by LISTING BROKER, and OWNER has no right, title or interest in it.

#### PENDING CONTRACT PRICE

20. OWNER hereby authorizes LISTING BROKER to provide OneKey® MLS with the pending contract price for their property at the time when the subject property status is marked "Pending" on OneKey® MLS for the sole purpose of aggregating this information with similar data for statistical purposes only. Individual pending contract data shall not be accessible by OneKey® MLS Participants, Subscribers or consumers and only aggregated data reports shall be made available. No individual pending contact data shall be shared, sold or distributed to any person or source.

#### ACKNOWLEDGEMENT

21. OWNER has read and understands this LISTING AGREEMENT and does hereby acknowledge receipt of a copy thereof. ALL ORAL OR PRIOR AGREEMENTS BETWEEN THE PARTIES ARE HEREBY MERGED INTO THIS AGREEMENT AND THE PARTIES AGREE THAT THEIR RELATIONSHIP SHALL BE GOVERNED SOLELY BY THIS AGREEMENT. This AGREEMENT is the entire agreement between the parties and may not be changed except in a writing signed by both parties. This LISTING AGREEMENT shall be binding upon the parties hereto, and their respective heirs, successors, or assigns as of the EFFECTIVE DATE. For purposes of this LISTING AGREEMENT, "OWNER" refers to each and all parties who have an ownership interest in the PROPERTY and the undersigned OWNER represents that he/she is/are the sole and exclusive owner and is fully authorized to enter into this LISTING AGREEMENT. As used in this LISTING AGREEMENT, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require. OWNER and LISTING BROKER understand that all extensions of this LISTING AGREEMENT must be done in writing and automatic renewals are specifically prohibited by 19 NYCRR§175.15. Any change to the LISTING AGREEMENT which would make the PROPERTY unavailable for sale through the OneKey MLS, including but not limited to any withdrawal, cancellation, reduction in term of listing or termination thereof, must be in writing signed by the LISTING BROKER or authorized representative/manager in order to have any binding legal force and effect.

#### EQUAL OPPORTUNITY IN HOUSING

22. OWNER and LISTING BROKER agree that the above listed property is to be listed and marketed in compliance with all Federal, State, Municipal and Local fair housing, human rights and civil rights laws concerning discrimination in the sale/rental of properties. OWNER and LISTING BROKER agree not to discriminate against any Protected Class in the sale/rent of the Property.

#### 23. PLEASE INITIAL BELOW

\_\_\_/\_\_\_ **EXPLANATION:** An "exclusive right to sell" listing means that if you, the OWNER of the PROPERTY, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker. An "exclusive agency" listing means that if you, the OWNER of the PROPERTY, find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

#### PARTIES SIGNATURE

OWNER \_\_\_\_\_

Date: \_\_\_\_\_

OWNER \_\_\_\_\_

Date: \_\_\_\_\_

LISTING BROKER (Auth. Rep) \_\_\_\_\_

Date: \_\_\_\_\_

LISTING AGENT \_\_\_\_\_

Date: \_\_\_\_\_

The "EFFECTIVE DATE" of this Agreement shall be latest date entered alongside the parties' signatures





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## New York State Disclosure Form for Buyer and Seller

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### **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.*

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### **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)

Buyer as a (check relationship below)

Seller's Agent

Buyer's Agent

Broker'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: \_\_\_\_\_





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## **New York State Housing and Anti-Discrimination Disclosure Form**

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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](http://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](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](http://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: \_\_\_\_\_







## AUDIO RECORDING DEVICE DISCLOSURE FORM

**Property Address:** \_\_\_\_\_

Owners/Landlords/Property Managers are advised that it is in violation of NYS Penal Law to mechanically overhear a conversation by having any device (or devices) recording, streaming or otherwise documenting the conversation of an individual during real estate-related activities at the property (open houses, showings, etc...) if you are not a party to that conversation.

*If such a device is present and operating in the property, this disclosure must be completed.* Individuals entering the property will be notified that such a device is present and operating in the property. Such devices may include but are not limited to: devices used for smart homes; security; computers; web cams; nanny cams or other covert devices.

**DISCLOSURE:**

The property set forth above has a device that can record, stream or otherwise document conversations of individuals that enter the property.

- This device is enabled and may record, stream or transcribe any conversation inside the property.

**CAUTION:** Buyers/Tenants/Cooperating Brokers should be aware that any conversation conducted inside the property may be available to the party utilizing the device.

- The device has been deactivated and will not record, stream or transcribe any conversation inside the property.

I have received and read this disclosure notice. I authorize and direct my agent to provide a copy of this disclosure notice to any prospective purchaser/tenant/cooperating broker acknowledging their consent prior to a showing.

\_\_\_\_\_  
Seller/Landlord/Property Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller/Landlord/Property Manager

\_\_\_\_\_  
Date

**OPTIONAL:**

By signing below, purchaser/tenant/cooperating broker understand, acknowledges and consents that, if indicated above, the seller/landlord/property manager may have access to the audio portion of any conversation conducted inside the property.

\_\_\_\_\_  
Purchaser/Tenant/Cooperating Broker

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser/Tenant/Cooperating Broker

\_\_\_\_\_  
Date



**FLOOD INSURANCE DISCLOSURE FORM**

Your mortgage lender (may) (will) require you to purchase flood insurance in connection with your purchase of this property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Recent changes to federal law (The Biggert - Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase.

In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. You may also wish to contact the Federal Emergency Management Agency (FEMA) for more information about flood insurance as it relates to this property.

Read and understood,

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_





## **AGRICULTURAL DISTRICT DISCLOSURE FORM AND NOTICE**

This disclosure is for the property commonly known as: \_\_\_\_\_

\_\_\_\_\_

When any purchase and sale contract is presented for the sale, purchase or exchange of real property located partially or wholly within an agricultural district established pursuant to the provisions of article 25-aa of the Agricultural and Markets Law, the prospective grantor shall present to the prospective grantee a disclosure notice which states the following:

*It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of the property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-aa of the Agriculture and Markets Law.*

This disclosure notice shall be signed by the prospective grantor and grantee prior to the sale, purchase or exchange of such real property.

Receipt of this disclosure notice shall be recorded on a property transfer report form prescribed by the state board of real property services as provided for in section three hundred fifty-three (353) of the real property law.

I have received and read this disclosure notice.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_



**REALTOR DISCLOSURE TO SELLERS AND LANDLORDS**  
**REGARDING NYS SMOKE DETECTOR LAW**

**The following is being presented to you as a service as this disclosure is not required to be supplied by Realtors to Sellers or Landlords under any present law.**

**As of April 1st, 2019, NYS General Obligations Law 399-ccc will be in effect. According to the new law, all sellers and landlords will need to either hard wire smoke detectors onto a property or replace old portable smoke detectors with 10 year non-removable or non-replaceable (sealed) batteries, but ONLY IF THE OLD SMOKE DETECTORS ON THE PREMISES REQUIRE REPLACEMENT!**

**If the smoke detectors on the premises are new or continue to be in working order, the landlord and/or seller is under no legal requirement to replace them! Replacement of working smoke detectors on any premises is not required unless and until the smoke detector on the premises is not working or needs to be replaced. All new smoke detectors placed on any premises after April 1st, 2019 will have to meet the standards of the new law, but LANDLORDS AND SELLERS ARE UNDER NO LEGAL OBLIGATION TO REPLACE SMOKE DETECTORS UNDER THE MANDATES OF SECTION 399-CCC IF THOSE PREMISES ARE RENTED OR SOLD AFTER THAT DATE IF THE SMOKE DETECTORS ON THE PREMISES ARE IN WORKING ORDER AT THE TIME OF RENTAL AND/OR SALE.**

**ANY PLACEMENT OF NEW OR REPLACEMENT OF OLD SMOKE DETECTORS AFTER APRIL 1ST, 2019 WILL HAVE TO MEET THE REQUIREMENTS OF THE NEW LAW.**

**Read and Understood,**

---

Landlord/Seller

---

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: \_\_\_\_\_



# Coming Soon Authorization Form



Office Name: keller williams Realty Gold Coast Office City: Manhasset  
(Print)

Owner's Name: \_\_\_\_\_  
(Print)

Address: \_\_\_\_\_  
(Street) (Town) (Zip)

MLS # : \_\_\_\_\_ Listing Date \_\_\_\_\_

Coming Soon status indicates that the listing brokerage and the seller are preparing the property for sale before marketing as Active status. Coming Soon status is not intended to give the listing brokerage an advantage to the detriment of cooperating brokers, nor to circumvent the sale of the property on an open market. Properties in Coming Soon status on OneKey MLS may not be shown.

Listings in Coming Soon status automatically transition to Active status on the On Market Date, which cannot exceed 14 days from the listing date.

While a property is in OneKey MLS's Coming Soon status, showings of any kind are not allowed. This includes showing to members of the public, agents and brokers, including those from the listing broker's office.

Showing will not begin until \_\_\_\_\_.  
(insert On Market Date)

On the On Market Date, the listing will be changed to Active and the expectation is that it is available at that time for showings. If not, the listing must be changed to Temporarily Off the Market at which time the listing will no longer be accessible and taken off the market.

During the time a listing is in the Coming Soon status, the agent may advertise and market (except for conducting showings) the listing in a manner consistent with their marketing strategy.

All displays of Coming Soon listings must be stated as such and include the "On Market Date". For Sale signs must state "Coming Soon".

Listings entered as Coming Soon are searchable by members of the service and can be emailed to potential buyers.

The listing will be displayed on other brokers' websites as part of the IDX (Internet Data Exchange) program if the listing broker participates in the program.

The listing will be displayed on any OneKey MLS sites.

\_\_\_\_\_  
(Owner) (Owner) (Date)

Broker/Agent Name: \_\_\_\_\_

Broker/Agent Signature \_\_\_\_\_  
(Date)



# Office Exclusive Seller Disclosure Form



Office Name \_\_\_\_\_  
(Print)

Office City \_\_\_\_\_ MLS Office Code \_\_\_\_\_

Agent Name \_\_\_\_\_  
(Print)

Owner Name \_\_\_\_\_  
(Print)

Address \_\_\_\_\_

Listing Date \_\_\_\_\_ Office Exclusive Expiration Date \_\_\_\_\_

While the purpose of the MLS is to facilitate cooperation between MLS Brokers and their agents to successfully bring sellers and buyers together, it is also understood that there are circumstances under which the property owner(s) may seek anonymity/privacy and instruct their broker to withhold their property listing from the MLS. Initialing and signing of this form will be notice to the MLS that you, as the property owner, have instructed your brokerage that the sale of your property will be handled exclusively within the listing brokerage.

**In 2019, real estate transaction volume for over 60,000 properties valued at over \$34 billion was conducted through the MLS system. Withholding from the Multiple Listing Service (MLS):**

- **Keeps your property from being exposed to the broadest market of over 40,000 agents and their buyers;**
- **Eliminates the ongoing advertising benefit of having your property available 24/7 to all potential buyers regardless of when they may start looking;**
- **Limits marketing to agents affiliated with your listing broker and limits public advertising of the property.**
- **Keeps your property off public web sites where buyers search for properties.**

As Owner(s), I/We understand that any public marketing of this property will trigger the MLS Rules and Regulations requirement that the property be entered into the MLS within one business day for cooperation with other MLS Brokerages. Note: Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, all social media platforms public or private, brokerage website displays (including IDX and VOW), digital communications marketing (email or text blasts, or automated voice calls / messaging), multi-brokerage listing sharing networks, and applications available to the general public.

---

In accordance with MLS Rules and Regulations, by signing below, as the property Owners, I/We are providing written instructions to the listing brokerage affirming that the property will not be entered into the MLS during the entire listing period and further acknowledge(s) that any public marketing of the property will require entry into the MLS within one business day. This Listing Exclusion may be withdrawn by the listing office at any time and placed in the MLS upon the Owner's authorization.

BY: \_\_\_\_\_  
(Owner) (Owner) (Date)

Authorized Firm Representative \_\_\_\_\_  
(Print Name)

Authorized Firm Representative \_\_\_\_\_  
(Signature) (Date)

**Note: Office Exclusive Listings shall be submitted to the MLS before midnight of the day after the Listing Date, along with a copy of this duly signed "Office Exclusive Seller Disclosure"**



# Condo/Co-op Property Data Section

\* Required Fields

## Privacy

Public/Private:\* \_\_\_\_\_

## Location

---

Street #:\* \_\_\_\_\_ Street Dir: \_\_\_\_\_ Street Name:\* \_\_\_\_\_

St Suffix: \_\_\_\_\_ St Dir Suffix: \_\_\_\_\_ St Type: \_\_\_\_\_

Unit #:\* \_\_\_\_\_ County:\* \_\_\_\_\_ Town:\* \_\_\_\_\_

Zone:\* \_\_\_\_\_ Zip:\* \_\_\_\_\_ Sec./Area: \_\_\_\_\_

Cross St:\* \_\_\_\_\_

Development:\* \_\_\_\_\_ District: \_\_\_\_\_

Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_ Building: \_\_\_\_\_

Tax Unit #: \_\_\_\_\_ Adult Community:\* \_\_\_\_\_ Minimum Age: \_\_\_\_\_ Lot Size Units: \_\_\_\_\_

School Dist. Name:\* \_\_\_\_\_

High School:\* \_\_\_\_\_ Junior Middle School:\* \_\_\_\_\_

Elementary School: \_\_\_\_\_

### Location Desc:

- |   |                                       |                                       |
|---|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> 6th Floor Or Higher      | <input type="checkbox"/> First Floor  | <input type="checkbox"/> Residential  |
| <input type="checkbox"/> Basement                 | <input type="checkbox"/> Front        | <input type="checkbox"/> Rural        |
| <input type="checkbox"/> Between 3rd & 5th Floors | <input type="checkbox"/> Ground Floor | <input type="checkbox"/> Second Floor |
| <input type="checkbox"/> Center                   | <input type="checkbox"/> Municipal    | <input type="checkbox"/> See Remarks  |
| <input type="checkbox"/> End                      | <input type="checkbox"/> Rear         | <input type="checkbox"/> Top Floor    |

### Location Features:

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> Close to Bus      | <input type="checkbox"/> Close to School  | <input type="checkbox"/> Cul-De-Sac     | <input type="checkbox"/> Protected Wetland |
| <input type="checkbox"/> Close to Park     | <input type="checkbox"/> Close to Shops   | <input type="checkbox"/> Horse Property | <input type="checkbox"/> Tot Lot           |
| <input type="checkbox"/> Close to Railroad | <input type="checkbox"/> Corner Apartment | <input type="checkbox"/> Privacy        |  |

As a Licensed Realtor you must provide true and accurate information to the consumer, including taxes. By not doing so is a direct violation of MLS Rules, Code of Ethics and DOS regulations. Fines for violations could be up to \$15,000. A list of counties, townships and villages including contact info to verify taxes may be found under MLS/LIBOR Links on the Info Center.

## Price/Dates

---

Price Range Listing?:\* \_\_\_\_\_ Listing Price:\* \_\_\_\_\_

Taxes (without exemption):\* \_\_\_\_\_ Additional Village Taxes: \_\_\_\_\_

### Included in Taxes:

- Sewer       Trash       Water

Assessed Value: \_\_\_\_\_ Additional Fee: \_\_\_\_\_

Additional Fee Desc: \_\_\_\_\_ Additional Fee Frequency: \_\_\_\_\_

**HOA Fee Includes:**

- Common Area Costs
- Exterior Maintenance
- Other/See Remarks
- Sewer
- Snow Removal
- Trash Collection
- Water/Sewer

Minimum Income \$: \_\_\_\_\_ Minimum Income Required: \_\_\_\_\_

Minimum Pct Down Payment: \_\_\_\_\_ Common Charges: \_\_\_\_\_

Maintenance: \_\_\_\_\_ Deductible %: \_\_\_\_\_ Heating: \_\_\_\_\_

Management: \_\_\_\_\_ Insurance: \_\_\_\_\_

**Sewer:\***

- Cesspool
- Community
- Municipal
- None
- Others/See Remarks
- Septic
- Septic Above Ground
- Septic Approved
- Sewer

Reserve: \_\_\_\_\_ Fees: \_\_\_\_\_ Other Fees: \_\_\_\_\_

**Dates:**

Listing Date:\* \_\_\_\_\_ Exp Date:\* \_\_\_\_\_ Finance Restrictions: \_\_\_\_\_

**Characteristics**

Type Ownership:\* \_\_\_\_\_ Style:\* \_\_\_\_\_ Model Name:\* \_\_\_\_\_

Detached/Attached: \_\_\_\_\_ # Floors in Building: \_\_\_\_\_

Unit on Floor #:\* \_\_\_\_\_ # Floors in Unit:\* \_\_\_\_\_

# Levels: \_\_\_\_\_

Rooms:\* \_\_\_\_\_ Bedrooms:\* \_\_\_\_\_ Baths - Full:\* \_\_\_\_\_ Baths - Half:\* \_\_\_\_\_

Total Rms Finished: \_\_\_\_\_

Apprx Int Square Footage: \_\_\_\_\_ Square Foot Source: \_\_\_\_\_

# Fireplaces: \_\_\_\_\_ Smoking:\* \_\_\_\_\_

**Interior Features:**

- 1st Fl Master Bedroom
- 1st Floor Bedrm
- ADA Inside
- Cathedral/Vaulted/High Ceiling
- Eat in Kitchen
- Efficiency Kitchen
- Elevator
- Exercise Room
- Floor to Ceiling Windows
- Formal Dining Room
- Foyer
- Granite Countertops
- Guest Quarters
- Hardwood Floors As Seen
- Lr/Dr
- L-Shaped Dining Room
- Marble Countertops
- Master Bath
- Pantry
- Powder Room
- Sauna/Steam Room
- Security System
- Sky Light
- Sprinkler Fire Sys
- Storage
- Walk In Closet
- Walk Out Basement
- Wall To Wall Carpet
- WD Hookup
- Wetbar
- Wood Burning Stove





**Exterior/Util**

New Construction:\* \_\_\_\_\_ Approx Year Built:\* \_\_\_\_\_ Year Built Exception: \_\_\_\_\_  
Year Renovated: \_\_\_\_\_ Appearance: \_\_\_\_\_ Garbage Removal:\* \_\_\_\_\_

**Construction:\***

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Advanced Framing Technique | <input type="checkbox"/> Frame                    | <input type="checkbox"/> Manufactured      |
| <input type="checkbox"/> Batt Insulation            | <input type="checkbox"/> HERS                     | <input type="checkbox"/> Modular           |
| <input type="checkbox"/> Block                      | <input type="checkbox"/> Insulated Concrete Forms | <input type="checkbox"/> NAHB Green-Bronze |
| <input type="checkbox"/> Blown-In Insulation        | <input type="checkbox"/> LEED                     | <input type="checkbox"/> NAHB Green-Gold   |
| <input type="checkbox"/> Brick                      | <input type="checkbox"/> LEED-Gold                | <input type="checkbox"/> NAHB Green-Silver |
| <input type="checkbox"/> Cellulose Insulation       | <input type="checkbox"/> LEED-Platinum            | <input type="checkbox"/> Other/See Remarks |
| <input type="checkbox"/> Energy Star                | <input type="checkbox"/> LEED-Silver              | <input type="checkbox"/> Post and Beam     |
| <input type="checkbox"/> Fiberglass Insulation      | <input type="checkbox"/> Log                      |  |

**Siding:**

- |                                   |   |  |                                |
|-----------------------------------|---|--|--------------------------------|
| <input type="checkbox"/> Aluminum | <input type="checkbox"/> Cedar Shake          | <input type="checkbox"/> Masonry           | <input type="checkbox"/> T111  |
| <input type="checkbox"/> Asbestos | <input type="checkbox"/> Clap Board           | <input type="checkbox"/> Other/See Remarks | <input type="checkbox"/> Vinyl |
| <input type="checkbox"/> Block    | <input type="checkbox"/> Concrete Fiber Board | <input type="checkbox"/> Shingle           | <input type="checkbox"/> Wood  |
| <input type="checkbox"/> Brick    | <input type="checkbox"/> Hardiplank           | <input type="checkbox"/> Stone             |                                |
| <input type="checkbox"/> Cedar    | <input type="checkbox"/> Log                  | <input type="checkbox"/> Stucco            |                                |

# Cars/Gar Parking: \_\_\_\_\_ Parking: \_\_\_\_\_ Parking Spaces: \_\_\_\_\_  
# Assigned Parking Spcs: \_\_\_\_\_ Parking Charges: \_\_\_\_\_ Parking Fee: \_\_\_\_\_

**Parking:\***

- |  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> 1 Car Attached  | <input type="checkbox"/> Assigned       | <input type="checkbox"/> Lot Parking        | <input type="checkbox"/> Public Parking    |
| <input type="checkbox"/> 1 Car Detached  | <input type="checkbox"/> Attached       | <input type="checkbox"/> No Garage          | <input type="checkbox"/> Storage           |
| <input type="checkbox"/> 2 Car Attached  | <input type="checkbox"/> Carport        | <input type="checkbox"/> No Parking         | <input type="checkbox"/> Street Parking    |
| <input type="checkbox"/> 2 Car Detached  | <input type="checkbox"/> Common         | <input type="checkbox"/> None               | <input type="checkbox"/> Tandem            |
| <input type="checkbox"/> 3 Car Attached  | <input type="checkbox"/> Covered        | <input type="checkbox"/> Off-Site Parking   | <input type="checkbox"/> Unassigned        |
| <input type="checkbox"/> 3 Car Detached  | <input type="checkbox"/> Detached       | <input type="checkbox"/> Off-Street Parking | <input type="checkbox"/> Under Home/Ground |
| <input type="checkbox"/> 4+ Car Attached | <input type="checkbox"/> Driveway       | <input type="checkbox"/> Other/See Remarks  | <input type="checkbox"/> Waitlist          |
| <input type="checkbox"/> 4+ Car Detached | <input type="checkbox"/> Garage Parking | <input type="checkbox"/> Private Parking    |  |

**Exterior Features:**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Above Ground Pool | <input type="checkbox"/> Deck            | <input type="checkbox"/> Patio              |
| <input type="checkbox"/> ADA Access        | <input type="checkbox"/> Gated Community | <input type="checkbox"/> Porch              |
| <input type="checkbox"/> Balcony           | <input type="checkbox"/> Heated Parking  | <input type="checkbox"/> Sprinkler Lawn Sys |
| <input type="checkbox"/> Basketball Court  | <input type="checkbox"/> In Ground Pool  | <input type="checkbox"/> Tennis             |

**Lot Exposure:**

- Exposure East
- Exposure North
- Exposure North East
- Exposure North West
- Exposure South
- Exposure South East
- Exposure South West
- Exposure West

**Other Structures:**

- Greenhouse
- Out Building
- Stable/Paddock
- Workshop

**Green Features:**

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

HERS Index Score: \_\_\_\_\_

**View:**

- Bridge View
- City View
- Mountain Views
- Open View
- Park View
- Scenic View
- Skyline View
- View

**Waterfront Features:**

- Bay
- Beach
- Beach Rights
- Bulkhead
- Canal
- Creek
- Dock/Mooring
- Harbor
- Inlet
- Lake
- Lake Association
- Lake Views
- Lake/Pond/Stream
- Lakefront
- Ocean
- Pond
- River
- River Views
- Sound
- Water Access
- Water Other
- Water View
- Waterfront

**Pets Allowed:\***

- All Dogs
- Call Listing Agent
- Cats
- No Dogs
- No Restrictions
- None Allowed
- Restricted Weight

**Included:**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> A/C Units                | <input type="checkbox"/> Flat Screen TV Bracket | <input type="checkbox"/> Second Dryer             |
| <input type="checkbox"/> Air Filter System        | <input type="checkbox"/> Freezer                | <input type="checkbox"/> Second Freezer           |
| <input type="checkbox"/> Alarm System             | <input type="checkbox"/> Front Gate             | <input type="checkbox"/> Second Refrigerator      |
| <input type="checkbox"/> Attic Fan                | <input type="checkbox"/> Garage Door Opener     | <input type="checkbox"/> Second Stove             |
| <input type="checkbox"/> Awning                   | <input type="checkbox"/> Garage Remote          | <input type="checkbox"/> Second Washer            |
| <input type="checkbox"/> B/I Audio/Visual Equip   | <input type="checkbox"/> Gas Grill              | <input type="checkbox"/> See Remarks              |
| <input type="checkbox"/> B/I Shelves              | <input type="checkbox"/> Gas Tank               | <input type="checkbox"/> Shades/Blinds            |
| <input type="checkbox"/> Basketball Hoop          | <input type="checkbox"/> Generator              | <input type="checkbox"/> Shed                     |
| <input type="checkbox"/> Bread Warmer             | <input type="checkbox"/> Greenhouse             | <input type="checkbox"/> Solar Panels Leased      |
| <input type="checkbox"/> Ceiling Fan              | <input type="checkbox"/> Hot Tub                | <input type="checkbox"/> Solar Panels Owned       |
| <input type="checkbox"/> Central Vacuum           | <input type="checkbox"/> Humidifier             | <input type="checkbox"/> Speakers Indoor          |
| <input type="checkbox"/> Chandelier(s)            | <input type="checkbox"/> Intercom               | <input type="checkbox"/> Speakers Outdoor         |
| <input type="checkbox"/> Compactor                | <input type="checkbox"/> Lawn Maint Equip       | <input type="checkbox"/> Stained Glass Window     |
| <input type="checkbox"/> Convection Oven          | <input type="checkbox"/> Light Fixtures         | <input type="checkbox"/> Storm Windows            |
| <input type="checkbox"/> Cook Top                 | <input type="checkbox"/> Low Flow fixtures      | <input type="checkbox"/> TV Dish                  |
| <input type="checkbox"/> Craft/Table/Bench        | <input type="checkbox"/> Mailbox                | <input type="checkbox"/> Video Cameras            |
| <input type="checkbox"/> Curtains/Drapes          | <input type="checkbox"/> Microwave              | <input type="checkbox"/> Wall Oven                |
| <input type="checkbox"/> Dehumidifier             | <input type="checkbox"/> Nanny Cam/Comp Serv    | <input type="checkbox"/> Wall to Wall Carpet      |
| <input type="checkbox"/> Dishwasher               | <input type="checkbox"/> Oven/Range             | <input type="checkbox"/> Washer                   |
| <input type="checkbox"/> Disposal                 | <input type="checkbox"/> Pellet Stove           | <input type="checkbox"/> Water Conditioner Owned  |
| <input type="checkbox"/> Door Hardware            | <input type="checkbox"/> Playset                | <input type="checkbox"/> Water Conditioner Rented |
| <input type="checkbox"/> Dryer                    | <input type="checkbox"/> Pool Equip/Cover       | <input type="checkbox"/> Whirlpool Tub            |
| <input type="checkbox"/> Energy Star Appliance(s) | <input type="checkbox"/> Refrigerator           | <input type="checkbox"/> Whole House Ent. Syst    |
| <input type="checkbox"/> Entertainment Cabinets   | <input type="checkbox"/> Screens                | <input type="checkbox"/> Wine Cooler              |
| <input type="checkbox"/> Fireplace Equip          | <input type="checkbox"/> Second Dishwasher      | <input type="checkbox"/> Woodburning Stove        |

**Heating Fuel:\***

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

**Heating Type:\***

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

**A/C:\***

- |  |  |
|--|--|
| <input type="checkbox"/> Air Purification System | <input type="checkbox"/> Individual      |
| <input type="checkbox"/> Central                 | <input type="checkbox"/> None            |
| <input type="checkbox"/> Ductless                | <input type="checkbox"/> SEER Rating 12+ |
| <input type="checkbox"/> Ductwork                | <input type="checkbox"/> Wall Units      |
| <input type="checkbox"/> Energy Star CAC         | <input type="checkbox"/> Window Units    |
| <input type="checkbox"/> Energy Star Unit(s)     | <input type="checkbox"/> Yes             |
| <input type="checkbox"/> Geothermal              |  |
| <input type="checkbox"/> High Pressure System    |  |

**Hotwater:\***

- Electric Stand Alone
- Fuel Oil Stand Alone
- Gas Stand Alone
- Indirect Tank
- None
- On Demand
- See Remarks
- Solar Thermal
- Tankless Coil

**Water Description:\***

- Community
- Drilled Well
- Dug Well
- Municipal
- None
- Other/See Remarks
- Private
- Shared
- Spring

**Utilities Included:**

- Air Conditioning
- Air Conditioning Allowed
- Cable
- Electric
- Garbage Removal
- Gas
- Ground Care
- Heat
- Hot Water
- Housekeeping
- Pool Care
- Sewer
- Water

**Owner/Broker**

Owner:\* \_\_\_\_\_ Status/Showing Phone:\* \_\_\_\_\_

Listing Agent:\* \_\_\_\_\_ Listing Agent Phone#: \_\_\_\_\_

Co-Listing Agent: \_\_\_\_\_ Co-Listing Agent Phone#: \_\_\_\_\_

Seller Agency Compensation:\* \_\_\_\_\_ Buyer Agency Compensation:\* \_\_\_\_\_

Broker Agency Compensation:\* \_\_\_\_\_

Agreement Type:\* \_\_\_\_\_ Negotiate Direct:\* \_\_\_\_\_ Offer Presentation:\* \_\_\_\_\_

Occupancy: \_\_\_\_\_ Management Ph#: \_\_\_\_\_

Show Instructions: \_\_\_\_\_

Lockbox: \_\_\_\_\_ Access for Showing: \_\_\_\_\_ Owner Financing: \_\_\_\_\_

Renting Allowed: \_\_\_\_\_

**Remarks/Misc**

Broker Remarks (Info for Realtors):

Directions:\*

**Property Desc is for description only. No name, PH#, refer to agent, office, status, etc.**

Public Remarks (Info for consumers):

Also For Rent:\* \_\_\_\_\_ Rental Price: \_\_\_\_\_ Approval Required: \_\_\_\_\_

**Excluded:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> A/C Units              | <input type="checkbox"/> Front Gate          | <input type="checkbox"/> Second Freezer            |
| <input type="checkbox"/> Air Filter             | <input type="checkbox"/> Garage Door Opener  | <input type="checkbox"/> Second Refrigerator       |
| <input type="checkbox"/> Alarm System           | <input type="checkbox"/> Garage Remote       | <input type="checkbox"/> Second Stove              |
| <input type="checkbox"/> Awnings                | <input type="checkbox"/> Gas Tank            | <input type="checkbox"/> Second Washer             |
| <input type="checkbox"/> B/I Audio/Visual Equip | <input type="checkbox"/> Generator           | <input type="checkbox"/> See Remarks               |
| <input type="checkbox"/> B/I Shelves            | <input type="checkbox"/> Greenhouse          | <input type="checkbox"/> Selected Light Fixtures   |
| <input type="checkbox"/> Basketball Hoop        | <input type="checkbox"/> Grill               | <input type="checkbox"/> Selected Plantings        |
| <input type="checkbox"/> Bread Warmer           | <input type="checkbox"/> Hot Tub             | <input type="checkbox"/> Selected Window Treatment |
| <input type="checkbox"/> Ceiling Fan            | <input type="checkbox"/> Humidifier          | <input type="checkbox"/> Shades/Blinds             |
| <input type="checkbox"/> Chandelier(s)          | <input type="checkbox"/> Intercom            | <input type="checkbox"/> Shed                      |
| <input type="checkbox"/> Compactor              | <input type="checkbox"/> Lap Pool            | <input type="checkbox"/> Speakers Indoor           |
| <input type="checkbox"/> Convection Oven        | <input type="checkbox"/> Lawn Maint Equip    | <input type="checkbox"/> Speakers Outdoor          |
| <input type="checkbox"/> Craft/Table/Bench      | <input type="checkbox"/> Mailbox             | <input type="checkbox"/> Stained Glass Window      |
| <input type="checkbox"/> Curtains/Drapes        | <input type="checkbox"/> Microwave Oven      | <input type="checkbox"/> Storm Windows             |
| <input type="checkbox"/> Dehumidifier           | <input type="checkbox"/> Nanny Cam/Comp Serv | <input type="checkbox"/> TV Dish                   |
| <input type="checkbox"/> Dishwasher             | <input type="checkbox"/> Pellet Stove        | <input type="checkbox"/> Video Cameras             |
| <input type="checkbox"/> Disposal               | <input type="checkbox"/> Playset             | <input type="checkbox"/> Wall To Wall Carpet       |
| <input type="checkbox"/> Door Hardware          | <input type="checkbox"/> Pool Above Ground   | <input type="checkbox"/> Washer                    |
| <input type="checkbox"/> Dryer                  | <input type="checkbox"/> Pool Equip/Cover    | <input type="checkbox"/> Water Conditioner         |
| <input type="checkbox"/> Entertainment Cabinets | <input type="checkbox"/> Refrigerator        | <input type="checkbox"/> Water Softner             |
| <input type="checkbox"/> Fireplace Equipment    | <input type="checkbox"/> Screens             | <input type="checkbox"/> Whole House Ent. Syst     |
| <input type="checkbox"/> Flat Screen TV Bracket | <input type="checkbox"/> Second Dishwasher   | <input type="checkbox"/> Wine Cooler               |
| <input type="checkbox"/> Freezer                | <input type="checkbox"/> Second Dryer        | <input type="checkbox"/> Wood Stove                |

**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                       |

Supersedes:\* \_\_\_\_\_ Supersedes ML#: \_\_\_\_\_ REO:\* \_\_\_\_\_

Auction Listing: \_\_\_\_\_ Auction Terms Sale Listing: \_\_\_\_\_ Contract Vendee Listing: \_\_\_\_\_

Max Finance%: \_\_\_\_\_ Flip Tax: \_\_\_\_\_ Flip Tax Amount: \_\_\_\_\_

Pres. Board/Mge. Agent: \_\_\_\_\_ Mge. Agent Ph. #: \_\_\_\_\_

Bylaws Attached: \_\_\_\_\_ Do you want to display the address on the internet:\* \_\_\_\_\_

Send Listing to Realtor.com: \_\_\_\_\_

# Open House

---

Type: \_\_\_\_\_

Date: \_\_\_\_\_

Begin: \_\_\_\_\_

End: \_\_\_\_\_

Refreshments: \_\_\_\_\_

Description:

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)





# Status Change Form



Office Name: \_\_\_\_\_ Office City: \_\_\_\_\_  
(Print)

Agent Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Print)

MLS Office Code: \_\_\_\_\_ Co List Office Code: \_\_\_\_\_

MLS # : \_\_\_\_\_ Price: \$ \_\_\_\_\_ Property Type: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street) (Town) (Zip)

\*\*Back on Market: \_\_\_\_\_  
From: TOM \_\_\_\_\_ Withdrawn \_\_\_\_\_ (Original Off Market Date) (Seller's Signature) (Date)

\* Temporarily Off Market (TOM): \_\_\_\_\_  
(Off Market for a Short Period) (Seller's Signature) (Date)

\* Price Change: \$ \_\_\_\_\_  
(New Price) (Seller's Signature) (Date)

All Other Changes:

Broker/Agent Name: \_\_\_\_\_

Broker/Agent Signature \_\_\_\_\_

Instructions: Use this form for continual reporting, retaining a copy for your office showing all reports made for this listing.

OneKey® MLS policy requires the listing agent/office to make all changes to listings directly in the MLS system. **A copy of this form only needs to be uploaded into the listing document folder if there is a change to the compensation offered by the listing Participant.**



# Extension Agreement



Date \_\_\_\_\_ MLS # \_\_\_\_\_

Office Name: keller williams Realty Gold Coast Office City: Manhasset  
(Print)

Agent Name: \_\_\_\_\_  
(Print)

MLS Office Code: \_\_\_\_\_ Co List Office Code: \_\_\_\_\_

Owner(s) Name: \_\_\_\_\_  
(Print)

It is hereby agreed that:

The undersigned grants to keller williams Realty Gold Coast renewal and extension of  
(Listing Office Name)  
the (check one)  Exclusive Right to Sell  Exclusive Agency Listing Agreement (Original Listing) to and  
including \_\_\_\_\_, which said Original Listing expired/expires  
(New Expiration Date)

on \_\_\_\_\_ The listed property is located at  
(Original Listing Expiration Date)

\_\_\_\_\_  
(Address)

All other terms and conditions set forth in the Original Listing Agreement shall remain the same and apply to this Listing Extension Agreement, with the following exception(s) (if none, so indicate):

\_\_\_\_\_  
(Owner) \_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

Broker/Agent Name: \_\_\_\_\_

Broker/Agent Signature \_\_\_\_\_  
(Date)

A Listing may be *extended* up to 30 days after its expiration with only a duly-signed extension form. After 30 days have passed, however, the original listing cannot be extended; *it must be entered as a new listing*, accompanied by a new listing agreement and entered and submitted in the same manner as a new listing. If a new listing agreement is signed *during the 30-day period after expiration*, then it also must be entered and submitted as a new listing (even if it is with the same listing broker)

OneKey MLS policy requires the listing agent/office to make all changes to listings directly in the MLS system. A copy of this form must then be uploaded into the listing document folder by the listing agent/office.



**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**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**COMMISSION INVOICE**

Date: \_\_\_\_\_

**Property Address:** \_\_\_\_\_

LISTING SIDE     SELLING SIDE     BOTH

KWGC Listing Agent Name: \_\_\_\_\_

KWGC Listing Agent Contact #: \_\_\_\_\_

KWGC Listing Agent Email: \_\_\_\_\_

KWGC Listing Agent DOS #: \_\_\_\_\_

KWGC Office DOS #: **10991213047**

Sales Price: \$ \_\_\_\_\_

Commission Due: \$ \_\_\_\_\_



KWGC Selling Agent Name: \_\_\_\_\_

KWGC Selling Agent Contact #: \_\_\_\_\_

KWGC Selling Agent Email: \_\_\_\_\_

KWGC Selling Agent DOS # \_\_\_\_\_

Office DOS # \_\_\_\_\_

Sales Price: \$ \_\_\_\_\_

Commission Due: \$ \_\_\_\_\_

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

Approved by: **Keller Williams Realty Gold Coast**

By: \_\_\_\_\_

(Name)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Date)





**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)

\_\_\_\_\_

(Sign)

\_\_\_\_\_

Date

\_\_\_\_\_

Date