

MISCELLANEOUS PROVISIONS

- Any notices required to be given under this agreement shall be in writing and may be given to the party by hand delivery of such notice, confirmed facsimile or by certified or ordinary mail.
- 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 AND NOT BY ANY OTHER PRIOR ORAL OR WRITTEN REPRESENTATIONS OR AGREEMENTS. The parties 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 hereto subsequent to the date of this agreement.
 - Any change to this listing agreement which would make the property unavailable for sale through the MLS, including but not limited to any withdrawal, cancellation, reduction in term of listing term or termination thereof, must be in writing signed by the BROKER in order to have any binding legal force and effect.
 - The Owner(s) understands and agrees that neither the Long Island Board of Realtors, Inc. nor the MLSLI are parties to this agreement and that the BROKER is not an agent for either of said organizations and has no authority to make any representation, agreement or commitment with respect to either of said corporations other than those contained in the printed portions hereof.

REAL PROPERTY LAW 294-b NOTICE

- (a) Effective January 1, 2009, Broker Shall have the rights set forth in Real Property Law Section 294-b. Notice is hereby given to the seller that:
AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT YOU DO 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.
 (b) In the event the Broker waives his or her rights under Real Property Law Section 294-b for any reason (including, but not limited to, not filing or serving an Affidavit of Entitlement specified in said Law), the parties agree that any dispute between the parties with respect to the commission earned by the Broker shall be resolved by arbitration before National Arbitration and Mediation (NAM). The arbitration shall be governed by the rules of the National Arbitration and Mediation and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
 (c) In any dispute submitted to arbitration pursuant to Section 17(b) above, the Owner shall establish an escrow account with a title insurance agent or company or with a party mutually agreeable to Broker and Owner, and shall place into said escrow account an amount equal to the compensation set forth herein or the disputed amount, as the case may be. The escrow monies shall be held in escrow until the parties rights to the escrow monies have been determined either (i) by the written agreement signed by both of the parties, (ii) by an award of an arbitrator, (iii) by judgment or (iv) by some other process to which the parties agree in writing. In any action, proceeding, or arbitration to enforce this Arbitration provision, the prevailing party shall be entitled to reasonable attorney's fees, costs, and related expenses.

INDEMNITY

- In the event any claim or action is commenced against the BROKER or a cooperating broker as a result of the BROKER or cooperating broker obeying the lawful instructions of the Owner(s), then, and in such event, the Owner(s) hereby agrees to defend, indemnify and hold harmless the 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 BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.
- With respect to the provisions of this agreement relating to compensation (Paragraph 6) and indemnity (Paragraph 18) cooperating brokers shall be third party beneficiaries of this agreement.

PROPERTY CONDITION DISCLOSURE

- The Seller is required by law to complete and sign a Property Condition Disclosure Statement 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 seller must be attached to the real estate purchase contract.
- If prior to closing or possession by the buyer the seller acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, the seller must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable.
- If the seller fails to so deliver a Property Condition Disclosure Statement, the buyer will be entitled to a credit in the amount of \$500 against the purchase price of the property upon the transfer of title.

AUTHORIZATIONS

- Agent ☒ (is) ☐ (is not) hereby authorized to use a lockbox. (Check one)
- Agent ☐ (is) ☐ (is not) authorized to place a "For Sale" sign on the property. (Check one)
- Owner(s) ☒ (gives permission) ☐ (does not give permission) to the Agent to share the keys to the property with Cooperating Brokers. (Check one)

EXPLANATIONS

- An "EXCLUSIVE RIGHT TO SELL" listing means that if you, the Owner(s) 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(s) 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.

EQUAL OPPORTUNITY IN HOUSING

- The parties agree that the above listed property is to be marketed in compliance with all Federal, State, Municipal and Local Laws concerning discrimination in housing.

Wherever the word broker is capitalized (BROKER) in this agreement, it is intended to describe the real estate broker who is a party and signatory to this agreement and no other broker.

Owner Signature [Signature] Owner Signature _____
 Owner Resident Address 842 Wallace City/Town N. Baldwin State NY Zip 11510
 Home Phone _____ Other Phone _____ Email Address _____
 Date 7-28-2020 MLS Office Name Premium Group Realty
 Listing Agent Harold Ovation Co-Listing Agent _____

REALTOR'S COPY