

COMPASS

Massachusetts Exclusive Right To Sell Agreement

With Consent to Designated Agency

- Parties. This Exclusive Right to Sell Agreement (the "Agreement") is by and between** "SELLER(s)": Abigail Noble
and "LISTING BROKER": **Compass Massachusetts, LLC** (d/b/a Compass or Kinlin Grover Compass). SELLER agrees that [include agent name(s) and license number(s)] Ashley Rose
9513107 has been
appointed by LISTING BROKER to act as the SELLER's Designated Agent(s) ("LISTING AGENT").
- Exclusive Right to Sell.** SELLER grants to LISTING BROKER the exclusive right to sell the property located at [insert address] 1574 1577 1579 Pleasant St, Lee, MA 01260
("PROPERTY"). SELLER warrants and represents that SELLER holds clear and marketable title to the PROPERTY, and is not subject to any other agreement to sell the PROPERTY through another broker.
- Listing Term.** This Agreement shall begin on 08/01/2025 and will expire at 11:59 p.m. on 12/31/2025 ("TERM"). Upon expiration, this Agreement terminates, except SELLER remains obligated under Sections 7 and 8 below.
- Listing Price.** SELLER agrees to list the Property for \$ 1,269,000.00 ("LIST PRICE") or as otherwise directed by the SELLER.
- Listing Broker's Duties and Representations.** LISTING BROKER agrees to represent SELLER and work in SELLER's best interest to procure a buyer who is ready, willing and able to buy the PROPERTY at a price and according to terms acceptable to SELLER. The LISTING BROKER shall have no obligation to continue to market the PROPERTY after an offer has been accepted. SELLER agrees that LISTING BROKER may:
 - ☐ place a sign on the PROPERTY;
 - ☒ photograph, video and advertise the PROPERTY as the LISTING BROKER may select;
 - ☐ place a lock box on the PROPERTY;
 - ☒ input the PROPERTY to any Multiple Listing Service to which the LISTING AGENT belongs.

DISCLAIMER: The SELLER understands that LISTING BROKER is not hired as a property inspector, tax advisor or attorney and if such services are desired, SELLER should hire those professionals.
- Compliance With Laws.** The SELLER and LISTING BROKER agree to comply with all applicable Federal, State and Local Fair Housing Laws.
- Compensation Amount.** Commissions are not set by law and are fully negotiable. If, within the TERM or any extension thereto, LISTING BROKER, SELLER, or any other person, procures a ready, willing and able buyer ("BUYER") whose offer to purchase the PROPERTY is accepted by SELLER and the resulting transaction closes at any time (including after expiration of the TERM):

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A. **Listing Broker Commission:** SELLER agrees to pay the LISTING BROKER 4 % of the purchase price if BUYER is not represented by a licensed real estate broker ("BUYER BROKER"), or pay the LISTING BROKER 2.5 % of the purchase price if BUYER is represented by a BUYER BROKER.

B. **Buyer Broker Commission:** SELLER agrees to pay BUYER BROKER 2.5 % of the purchase price if BUYER BROKER acts as a **Buyer's Agent**, or pay BUYER BROKER 2.5 % if the BUYER BROKER is a **Facilitator**. SELLER hereby directs LISTING BROKER to advertise the amounts stated herein to BUYER BROKERS as an offer of compensation in all marketing for the PROPERTY, ☒ **including** or ☐ **not including** in the Multiple Listing Service (MLS), if allowed by the service, but **SELLER may agree to pay a BUYER BROKER a different amount pursuant to the terms of a BUYER'S offer to purchase the PROPERTY.**

C. **Total Projected Commission:** SELLER acknowledges that the maximum commission this agreement allows for the SELLER to pay in total is 5 %.

8. **Compensation Terms.** Commissions shall be paid, as a condition precedent to closing, at the time set for closing and may be deducted from amounts held by LISTING BROKER or other escrow agent, or shall be paid from SELLER'S proceeds at closing.

Seller agrees to pay LISTING BROKER the amount in 7(A) if, within one year of the expiration of the TERM or the termination of this Agreement, the SELLER enters into a contract to sell the PROPERTY to any person who was introduced to the PROPERTY during the TERM, unless the SELLER has entered into an exclusive agreement to sell the PROPERTY with another broker in good faith.

SELLER understands SELLER is not required to offer compensation to BUYER BROKERS or to accept any request regarding compensation to BUYER BROKERS. SELLER understands that commissions are not set by law and are fully negotiable. BUYER BROKER shall be an intended third-party beneficiary of this Agreement with the right to enforce this Agreement. This right shall not exist if the SELLER and BUYER BROKER execute a separate agreement regarding compensation.

9. **Consent to Designated Agency.** A designated agent is a real estate licensee who has been appointed by a broker or salesperson to represent a buyer as a "designated buyer's agent" or to represent a seller as a "designated seller's agent." When a buyer or seller consents to designated agency, only that designated agent represents the buyer or the seller. Any other agents affiliated with the LISTING BROKER may represent another party to the transaction, and by consenting to designated agency, the buyer or seller permits those agents to represent another party. Individuals who are designated agents owe fiduciary duties to their respective clients. SELLER is further advised that: (a) the designated seller's agent will represent the SELLER and will owe the SELLER the duties of loyalty, full disclosure, confidentiality, accounting for funds, reasonable care and obedience to lawful instruction; (b) all other licensees affiliated with the appointing LISTING

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BROKER will not represent the SELLER nor will they owe the other duties specified in subsection 9(a) to that SELLER, and may potentially represent the buyer; and (c) if designated agents affiliated with the same broker represent the SELLER and buyer in a transaction, the appointing broker shall be a dual agent and neutral as to any conflicting interests of the SELLER and buyer, but will continue to owe the SELLER and buyer the duties of confidentiality to material information and to account for funds. By signing this Agreement, SELLER consents to designated agency. If LISTING BROKER is a designated agent for buyer and SELLER in a transaction, a notice will be given. SELLER acknowledges that circumstances may make it necessary for LISTING BROKER to appoint another designated agent(s), in place of or in addition to the LISTING AGENT designated herein, on a temporary or permanent basis. Written notice of that appointment will be given by the LISTING BROKER to SELLER in a timely manner.

10. Seller's Duties and Representations.

A. SELLER agrees to:

- i. refer all inquiries about the PROPERTY to the LISTING BROKER;
- ii. cooperate in marketing the PROPERTY, including completing the lead paint Property Transfer Notification Certification disclosure (if property built before 1978) and other required forms;
- iii. prepare the PROPERTY for marketing to minimize the likelihood of injury, damage and loss; SELLER agrees to indemnify, defend and hold LISTING BROKER and its agents harmless from any loss or claim of liability during any showing, open house, visit or inspection, other than if proven to have been the result of LISTING BROKER'S intentional misconduct; and
- iv. allow licensees and prospective buyers to photograph and video the PROPERTY, unless expressly stated to the contrary in writing.

B. SELLER warrants and represents that:

- i. The information provided to LISTING BROKER is accurate, and SELLER understands that the LISTING BROKER must disclose to prospective buyers all such information provided by the SELLER or known by the LISTING BROKER/AGENT.
- ii. **RECORDING DEVICES:** If SELLER has a recording, video or listening device, SELLER agrees to turn off any such device prior to any showing, open house, viewing or inspection. It is unlawful in Massachusetts to secretly listen to or record a communication of another individual without their knowledge and consent.
- iii. **PROPERTY ENCUMBRANCE:** To the best of SELLER's knowledge, the PROPERTY is not subject to any encumbrance, easement, or other restriction on the owner's full right to use and enjoy the property free from interference with others, nor are there any limitations on their right to sell the PROPERTY except for the following:

☐ easement ☐ right of way ☐ restrictive covenant ☐ right of first refusal ☐ other.

Please explain any items checked above: _____

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- iv. **WASTE DISPOSAL SYSTEM:** PROPERTY is connected to ☒ a municipal sewer system or ☐ a private waste disposal system. SELLER has no knowledge of any current or planned betterment fee, except as noted here: _____.

If PROPERTY has a private waste disposal system, SELLER understands that Massachusetts state environmental code ("Title V") requires the SELLER to have the system inspected prior to transfer of title and to meet certain requirements in order to pass inspection.

- v. **WATER:** PROPERTY is connected to ☒ a municipal water system or ☐ a private water supply. To the best of SELLER's knowledge, SELLER is unaware of any issues or problems with the water supply or quality except for: _____.

- vi. **ASSOCIATION FEES & ASSESSMENTS:** If PROPERTY is part of a condominium or homeowner's association, i) the current fee is _____ per ☐ month or ☐ year, and SELLER has no knowledge of a planned increase in fee, or planned special assessments or other fee, unless stated otherwise here: _____.

11. **Arbitration.** The parties agree that all disputes, claims or controversies arising out of or related to this Agreement shall be submitted for binding arbitration to the American Arbitration Association ("AAA").

12. **Entire Agreement/Governing Law.** This Agreement is the entire agreement between the parties. SELLER has read this Agreement, understands its contents and has received a copy of the same at the time of signing. This Agreement is binding upon the parties' heirs, successors, and personal representatives. Assignment shall not limit the rights of the LISTING BROKER. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. This Agreement may not be modified, except in writing signed by both parties.

13. **Additional Terms.** This is a legally binding contract. If legal advice is desired, consult an attorney.

1575 Pleasant St driveway (neighbor to left of home) has an easement for accessing 1574 Pleasant St.

Ashley Rose

LISTING BROKER
or Authorized Representative

Date

Abigail Noble

SELLER
or Authorized Representative

Date

LISTING BROKER
or Authorized Representative

Date

SELLER
or Authorized Representative

Date