



STATEN ISLAND MULTIPLE LISTING SERVICE, INC.
A SERVICE OF THE STATEN ISLAND BOARD OF REALTORS®, INC.
LISTING AGREEMENT FOR THE SALE OF REAL PROPERTY

E

1. **EMPLOYMENT.** I/WE _____ (“OWNER”) the Owner(s) of property located at _____ (“PROPERTY”), Block # _____ Lot # _____, do hereby give you, _____ (“LISTING BROKER”) the exclusive right to sell the PROPERTY from today, (“Effective Date”), _____ 20__, until 11:59 P.M. on _____ 20__ (“LISTING PERIOD”).

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 Staten Island MLS system and made available to other Staten Island MLS Participants on _____ /20__ (“MARKETING DATE”).

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

Marketing services to be rendered: _____

I do ___ I do not ___ **(initial one)** authorize Internet marketing.
I do ___ I do not ___ **(initial one)** authorize broker to place a sign on the property.
I do ___ I do not ___ **(initial one)** authorize a Lock Box to be placed on the property.

2. **PRICE AND TERMS OF SALE.** The Price at which said property is to be offered is \$ _____.

The terms upon which said property is to be offered are as follows: _____

The undersigned owner(s) attests to being the sole owner(s) of the property and have authority to sell. The undersigned owner(s) and Broker both agree that the above price and terms of sale, and other terms of this agreement may be changed upon written authorization of the owner.

In the event owner signs a binder/contract of sale during the term of this employment agreement, the parties agree that the above expiration date shall be extended until the time that said contract of sale is fully performed or until such time as said contract fails to be performed either by its terms or because of the default of the buyer. Nothing herein contained is intended to reduce the term of this agreement.

Sellers are advised to contact an attorney when considering secondary offers while a transaction is pending.

Owner(s) and Broker acknowledge that the Human Rights Laws of all applicable government agencies prohibits discrimination in the rental or sale of real property based upon a person’s actual or perceived Age, Alienage or Citizenship Status, Color, Disability, Familial Status, Gender, Gender Identity, Height & Weight, Immigration Status, Lawful Occupation, Lawful Source of Income (including housing subsidies), Marital or Partnership Status, Military Service, National Origin, Pregnancy, Presence of Children, Race, Religion/Creed, Sexual Orientation, Status as Victim of Domestic Violence, Sexual Violence, or Stalking.

Use of Audio and Recording Devices: OWNER is advised that it is in violation of NYS Penal Code 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 the conversation. If such 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.

3. **BROKER FEE TO BE PAID.** The Broker Fee is exclusively for LISTING BROKER'S services and is not subject to sharing, splitting, or otherwise paying to a cooperating broker or agent. The owner hereby agrees to pay the Broker a commission of _____% of sale price (or \$ _____) under any of the following circumstances: **BROKER FEE IS EARNED** (a) when the Broker brings about a buyer ready, willing and able to buy on the terms set forth above; or (b) when the Broker brings about a buyer ready, willing and able to buy at another price or on other terms to which the owner agrees or consents either verbally or in writing; or (c) when the broker is procuring cause of sale consummated between the owner and a purchaser; or (d) if another Broker, finds a buyer during the term of this agreement; or (e) if the owner finds a buyer for the property during the term of this agreement; or (f) when the Broker delivers to owner in writing (within three (3) business days after the expiration of this listing or any extension thereof) a list of persons who inspected the Property during the term of the listing and then (within ___ days after the expiration or any extension thereof) a sale, lease or exchange of the Property is executed with any of the persons, or by family members, business entities or any other party related to a person named on the list. (However, the Owner shall not be obligated to pay such commission if a valid written exclusive listing agreement is entered into during the term of the protection period with another licensed real estate broker.)

EARLY TERMINATION. Owner(s) understands that if I/we terminate the listing broker's authority prior to expiration of its term, the listing broker shall retain its contract rights to a commission and/or recovery of related expenses and/or any other damages incurred by reason of my/our early termination.

4. **COOPERATING SIMLS BROKER.** The undersigned listing broker is an agent of the owner/seller. Cooperating Brokers will act under this agreement as a broker's agent of the Listing Broker or as a buyer's broker. The owner agrees and understands that: the success of a Cooperating Broker in accomplishing the results of paragraph 3 (a), (b), or (c) is the same as the Listing Broker accomplishing one of these results.

REAL ESTATE COMPENSATION IS NOT SET BY LAW, BY ANY ASSOCIATION OR MLS AND IS FULLY NEGOTIABLE. IT IS THE SELLER, NOT THE REAL ESTATE BROKER, WHO HAS THE RIGHT TO ESTABLISH THE AMOUNT OF COMPENSATION, IF ANY, TO COOPERATING BROKERS

All offers to purchase the listed property shall be submitted either through the: **(initial one)** Listing Broker ____ or SIMLS Cooperating Broker _____.

Under either condition the cooperating broker or his/her representative has the right to participate in the presentation of their buyer's offer.

5. The owner agrees to indemnify and hold harmless the Broker, and Cooperating Brokers from any claim arising out of personal injuries to a tenant or any other persons injured in or on the property, and/or loss or damage to personal property except if caused by the gross negligence of the Broker or its agents.
6. **NEW YORK STATE HOME EQUITY THEFT PREVENTION ACT.** 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 **(initial one of the following)**, _____ Owner warrants and represents to Agent that: (a) Owner is not in default of any mortgage affecting this 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 which is the subject of this listing 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 or, _____ Owner confirms that s/he is subject to one or more of the conditions outlined above, in this paragraph 6, and broker is instructed to notify Owner's attorney prior to the issuance of a sales contract. **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 Agent regarding any of the matters referred to above in paragraph 6 (a), (b) or (c) and to keep Agent fully apprised of same.

7. **USE OF LISTING CONTENT – INTELLECTUAL PROPERTY LICENSE.** Unless Seller delivers to Broker a written certification, in a form acceptable to Broker, that Seller does not desire the Listing Content to be disseminated by a multiple listing service, Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Seller to Broker or Broker’s agent (the “Seller Listing Content”), or otherwise obtained or produced by Broker or Broker’s agent in connection with this Agreement (the “Broker Listing Content”), and any changes to the Seller Listing Content or the Broker Listing Content, may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon the copyright or other rights of any person or entity. Seller acknowledges and agrees that as between Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.
8. Broker shall have the rights set forth in Real Property Law Section 294-b, the Commission Escrow Act. 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.**
9. **ARBITRATION.** The merits of any dispute arising under or in connection with this agreement shall be determined before an arbitrator in the County of New York, State of New York pursuant to the commercial arbitration rules then in effect with the American Arbitration Association. Judgment upon the award may be entered in any court of competent jurisdiction. The parties may utilize the Small Claims division of the Civil Court of the City of New York if the disputed amount does not exceed the jurisdictional limit of that court. Should it be necessary to commence arbitration to enforce the terms of this agreement, Broker shall be entitled to all reasonable attorneys’ fees including the costs and disbursements of the action.
10. **ADDITIONAL TERMS.** _____
-

DEFINITION OF “EXCLUSIVE RIGHT TO SELL” and “EXCLUSIVE AGENCY”

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.

**WE HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS EXCLUSIVE RIGHT TO SELL
AGREEMENT**

OWNER: _____ MAILING ADDRESS: _____
(Signature of owner)

OWNER: _____ OWNER PHONE: RES: _____ OFFICE: _____
(Signature of owner)

DATE: _____ LISTING FIRM: _____

LISTING SALESPERSON: _____ (signature): _____

SIMLS Revised:
09/4/2025



NEW YORK STATE
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518) 474-4429
Fax: (518) 473-6648
Web site: www.dos.state.ny.us

NEW YORK STATE DISCLOSURE FORM FOR BUYER AND SELLER

THIS IS NOT A CONTRACT

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

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

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

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, with-out 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 interests. 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 inconsistent 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 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 to negotiate the purchase and sale of real estate. 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 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 can-not provide the 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 may 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 _____ (print name of licensee) of EXP REALTY, 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 checked: _____ 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: _____

DOS-1736-a (Rev. 11/10)



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dosny.gov
New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

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

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

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

YOU HAVE THE RIGHT TO FILE A COMPLAINT

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

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

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

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

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

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 EXP REALTY (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.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ 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 (i) or (ii) below):

(i) _____ 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).

(ii) _____ 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 (i) or (ii) below):

(i) _____ 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

(ii) _____ 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. 4852d 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



Wiring Fraud Advisory Notice

Cybercrime is a potential threat in real estate transactions. Instances have occurred where criminals have hacked email accounts of entities related to real estate transactions (such as lawyers, escrow holders, title company representatives, or real estate brokers and agents). Using email, hackers have invaded real estate transactions and used fraudulent wiring instructions to direct parties to wire funds to the criminals' bank accounts, often to offshore accounts, with little chance of recovery. It also appears that some hackers have provided false phone numbers for verifying the wiring instructions. In those cases, the buyers called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere other than escrow. Sellers also have had their sales proceeds taken through similar schemes.

PLEASE BE ADVISED THAT EXP REALTY WILL NEVER SEND VIA EMAIL WIRING INSTRUCTIONS RELATED TO YOUR TRANSACTION.

BUYERS/LESSEES AND SELLERS/LESSORS ARE ALSO ADVISED:

1. Obtain the phone number of the Escrow Officer at the beginning of the transaction.
2. NEVER WIRE FUNDS PRIOR TO CALLING YOUR ESCROW OFFICER TO CONFIRM WIRE INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number included in the emailed wire transfer instructions.
3. Orally confirm the wire transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords and using secure WiFi as well as two-step verification processes.

If an email or a telephone call seems suspicious refrain from taking any action until the communication has been independently verified. Promptly notify your bank, your real estate agent and the Escrow Officer. The sources below, as well as others, can also provide information:

- The Federal Bureau of Investigation www.fbi.gov
- The National White-Collar Crime Center www.nw3c.org
- On Guard Online: www.onguardonline.gov

The undersigned acknowledge receipt of this Advisory Notice.

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