


Rhode Island InstaMLS Listing Package

Please read, sign and fax package back to **617- 326- 0570**

To:	Andrew Hillman, Broker	Page #	√	Package Contents
Seller's Name:		2 & 3	<input type="checkbox"/>	Signed Agency Disclosure
Today's Date:		3 & 4	<input type="checkbox"/>	Signed Listing Agreement
Re:	Flat Fee Listing Package	5-6	<input type="checkbox"/>	Signed Listing Addendum A
Offline Payment		6	<input type="checkbox"/> Y <input type="checkbox"/> N	Completed Credit Card Form

DIRECTIONS: READ TO ENSURE PROMPT ACTIVATION

Step One: Print appropriate listing form by going here www.instamls.com/forms

Step Two: Send photos to photos@instamls.com Name photos: Last-Name00, 01, 02. Number (00) represents the order photos will be shown on MLS. If sent without numbers we will select order for you. MLS now requires at least one exterior property photo within 5 days of listing submission.

Payments: Can be made online at <http://rhodeisland.instamls.com/secure> or we have a form included in this package that you can fill out.

Changes: If you need to make changes to your listing schedule an open house after the initial activation you must use our Change Request Form www.instamls.com/client_center page.

WILL YOU BE HOLDING AN OPEN HOUSE THIS WEEKEND?

DATE: START TIME: END TIME:

PLEASE LEAVE COMMENTS HERE:

Section 1/3 - DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

When you enter into a discussion with a real estate salesperson or broker regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you will have with the salesperson or broker in the transaction.

AGENCY RELATIONSHIPS

According to Rhode Island Public Law 5-20.6-4, a separate document, DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP, must be provided to you by a real estate licensee at the first personal meeting that you have with an agent to discuss or preview a specific property. In some instances, an additional disclosure document, DISCLOSED DUAL AGENCY, must be provided to you as well.

***** PLEASE NOTE - THIS DISCLOSURE DOCUMENT IS NOT CONTRACT *****

This is a disclosure notice for your information and protection. Special attention should be given to the descriptions of the different types of agency representation on this disclosure document.

TYPES OF AGENCY REPRESENTATION

SELLER'S AGENT

A seller can engage the services of a real estate agent to sell his property (called the listing agent) and the real estate agent is then the agent for the seller who becomes the agent's client. This means that the real estate agent represents the seller. The agent owes the seller undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provided, however, that the agent must disclose known material defects in the real estate. The agent must put the seller's interests first and negotiate for the best price and terms for their client, the seller. (The seller may authorize sub-agents to represent him/her in marketing its property to buyers, however the seller should be aware that wrongful action by the real estate agent or sub-agents may subject the seller to legal liability for those wrongful actions).

BUYER'S AGENT

A buyer can engage the services of a real estate agent to purchase property and the real estate agent is then the agent for the buyer who becomes the agent's client. This means that the real estate agent represents the buyer. The agent owes the buyer undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provided, however, that the agent must disclose known material defects in the real estate. The agent must put the buyer's interests first and negotiate for the best price and terms for their client, the buyer. (The buyer may also authorize sub-agents to represent him/her in purchasing property, however the buyer should be aware that wrongful action by the real estate agent or sub-agents may subject the buyer to legal liability for those wrongful actions).

DISCLOSED DUAL AGENT

A broker can work for both the BUYER and SELLER on the same property provided such broker obtains the informed written consent of both parties. The broker is then considered a DISCLOSED DUAL AGENT. This broker owes BOTH the BUYER and SELLER a duty to deal with them honestly and fairly. In this type of agency relationship the broker does represent both the BUYER and SELLER and they cannot expect the broker's undivided loyalty. IT IS ILLEGAL FOR A BROKER TO OPERATE AS AN UNDISCLOSED DUAL AGENT

CONSUMER INFORMATION

Whether you are the BUYER or SELLER you can choose to have the advice, assistance and representation of your own agent. Do not assume that a broker is acting on your behalf unless you have contracted with that broker to represent you. All real estate licensees must, by law, present all properties honestly and accurately. When you are the BUYER you have the option of selecting how you wish to be represented, either by an agent acting on your behalf as a Buyer's Agent, or by an agent acting on the behalf of the seller as a subagent of the seller. If you, as the BUYER, choose to work with a seller's agent or subagent you should divulge only what you would tell the seller directly.

CONSUMER RESPONSIBILITY

The above duties of the agent in a real estate transaction do not relieve a seller or buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one (1) disclosure form, depending upon the number of agents assisting in the transaction. A disclosure form is required by law to be signed by all parties. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

Section 1/3 - DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP / LISTING AGREEMENT

SELLER/BUYER

ACKNOWLEDGMENT

I/We the undersigned hereby acknowledge receipt of a copy of this "Disclosure Regarding Real Estate Agency Relationship" Form, have read its contents and understand the type of agency relationship I/We will have with the salesperson or broker in the real estate transaction.

Andrew Hillman

Andrew Hillman

B16281/Broker

(Signature of real estate agent) (Printed name of real estate agent) (License # /Type) (Today's Date)

By signing below I, the real estate licensee, acknowledge that this disclosure has been provided timely to the consumer named herein.

X _____
(Signature of consumer) (Printed name of consumer) (Today's Date)

X _____
(Signature of consumer) (Printed name of consumer) (Today's Date)

.Section 2/3 - FLAT FEE LISTING AGREEMENT

DATE: _____ (DATE YOU WANT LISTING ACTIVATED- WE MUST HAVE EVERYTHING)

_____ List Price \$ _____
(Street Address)

_____ (City, State, Zip)

For the purposes of this listing agreement and service Hillman Real Estate Inc. will be *doing business as* InstaMLS.com. Hereafter, each will be referred to as one in the same.

In consideration of the mutual agreements herein, the undersigned Property Owner hereby gives to Hillman Real Estate Inc., the Exclusive Agency to sell the aforementioned property for the above price and on the terms and conditions set-forth herein. Exclusive means that you will not be listing the property with any other office besides Hillman Real Estate Inc., therefore, the aforementioned agency is the only brokerage authorized to market your home on State-Wide MLS. However, you still retain the right to sell the property by yourself. The Seller engages the Broker to act as the Exclusive Seller's Agent in the sale of the above referenced property. Seller hereby acknowledges receipt of the **DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (DRREAR)** and understands that the Broker will provide customer level service to the seller; but does not represent the seller and has no duty to hold confidential information provided by the seller. Acting your Seller's Agent, the Broker, will not advocate for the interest of any party, unless otherwise indicated in writing. The Broker is not required to offer opinions regarding strategy or matters directly to the transaction or regarding anyone's financial interest.

Hillman Real Estate Inc. agrees to enter all listings in State-Wide MLS within 24 hours based upon the time we receive the following items: **Payment, Signed Rhode Island DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP Form (DRREAR), signed Listing Agreement, signed Agreement Addendum A** and the appropriate property **Listing Input Form**. The date you entered above on this listing agreement will be the date your property is listed. However, Hillman Real Estate Inc. will not enter a property into State-Wide MLS if all forms are not signed and in our possession. We recommend you provide as much detail as possible about your property. If a seller does not provide the appropriate property information Hillman Real Estate Inc. will enter the listing based on the information stated on the MLS Assessment and Sales Report.

As detailed in the above **DRREAR**, there are different types of agents that may be involved in the sale of your property. Hillman Real Estate Inc. as mentioned above will be acting only as a "Selling Agent" for the purpose of listing the property on State-Wide MLS. The undersigned owner grants Hillman Real Estate Inc. the authority to list the property on the Multiple Listing Service (State-Wide MLS) and in doing so offer compensation to Buyer Agents only.

The Broker, Hillman Real Estate Inc., will be compensated a Flat Fee of **\$395.00** prior to listing the property on the State-Wide MLS of Rhode Island.

Additionally, * [Circle One] 2.0% 2.5% 3.0% 3.5% or _____% of the amount (TO BE PAID TO BUYER'S BROKERS OFFICE as an additional fee if any real estate agent (this will include Buyer's Agents), excluding Hillman Real Estate Inc., procures a Buyer who purchases the said property in accordance with the price set forth in this Agreement, or such other price, terms and conditions as shall be acceptable to the Property Owner.

The initial period of this agreement shall be for a term of 12 months; however, the owner may renew the Agreement at no additional charge for however long it takes to sell the property.

Owner may also terminate this agreement at any time and without penalty by notifying Hillman Real Estate Inc. in writing via email, fax or postal mail, however, **the \$395.00 is non-refundable**. Once a termination request is made by seller and received by us the listing will be cancelled within one business day. If Owner decides to re-list with a full service brokerage the listing with Hillman Real Estate Inc. must be cancelled first.

It is specifically understood and agreed if no real estate agent is involved in the sale of said property you, the seller, will not owe anyone a commission. Hillman Real Estate Inc. will offer Money Back Guarantee if the seller would like to delist with Hillman Real Estate Inc. and then re-list with another full service agency. In order to get this refund the owner must notify us and then we will refer you to an agency of your choice. You must let us know prior to any contact or listing with the new Agency. Once you have been in discussions with them we will be unable to refer you and this offering becomes null and void. Upon their acceptance of our referral in writing, and the successful recording of deed through the referred agency, you will receive a refund equal to the money spent for our MLS flat fee listing service. Hillman Real Estate Inc. will send you a corporate refund check if every step is done properly.

Seller further agrees to perform the following actions necessary to complete the Real Estate conveyance: Assist in the sale of said property by answering all calls and emails from Hillman Real Estate Inc. or cooperating Agents. Provide reasonable access and arrange showings to cooperating Agents and interested Buyers. Obtain Smoke and Carbon Monoxide Detector Compliance Certificates from Local Fire Department, Obtain Final Water reading and Electric Bill. Provide access to the buyer's inspector / appraiser and take care of any other appropriate actions necessary to complete the transaction. Upon acceptance of any Offer to Purchase the Seller must notify Hillman Real Estate Inc. immediately and supply the anticipated closing date, selling agents name and office representing the buyer, if applicable. The MLS will be updated to reflect an Under Agreement status and all information will be kept confidential. Once you close on your home you must contact us to report the final price and date of closing. Failure to do this will result in fines by the MLS that will be passed onto you, the seller.

IN WITNESSES WHEREOF, the Owner and Hillman Real Estate Inc. have hereunto set their hands and seal as of the _____ day of _____, 20____.

DD

MM

YY

Andrew Hillman

Andrew Hillman

Broker Signature

Broker Print Signature

X _____

Seller Signature

Seller Print Signature

X _____

Seller Signature

Seller Print Signature

Section 3/3 - FACILITOR ADDENDUM A

Communication

Our normal business hours are Monday through Sunday 9:00 AM to 6:00 PM. Weekends 10:00AM-2:00PM, however, you may call anytime if you need support. Any electronic or voice messages received after business hours will be addressed the following business day. For general questions please use email info@instamls.com or check our site's FAQ page. This method allows us to record and be accurate. All listing revisions and change requests (i.e. adding Open House info, price changes, etc.) must be done on our website http://instamls.com/client_center.

For Sale Signage (Optional but highly recommended)

Per the rules and regulations of MLS you may NOT plant a "For Sale By Owner" sign in your yard. You may post a sign that says "For Sale," but it must NOT say "By Owner." This is so Buyer's and / or Agents do not get confused when showing up for an appointment. We have professional signs w/ stand for purchase that you may customize with your own contact information. Our durable double sided color signs cost **\$25.00**; 1st class shipping is included. All sales are final. No returns.



WE DESIGNED THESE DOUBLE SIDED CUSTOMIZABLE SIGNS SO YOUR NEIGHBORS WILL NEVER KNOW YOU ARE SELLING BY OWNER OR LISTED YOUR HOME FOR A FLAT FEE. \$25.00 (shipping included)

MLS Listing Changes

The following list details, which changes are included with this service. You may submit up to 8 photos with your listing at no additional charge to be displayed on Statewide MLS & MLSPIN. At least one exterior photo must be submitted within 5 days of the listing's activation. Please send your photos to photos@instamls.com. Please note that both MLS systems impose fines equaling \$75.00 if no photos are submitted within 5-days so we require at least one exterior photo. If an offer is accepted it is the seller's responsibility to notify us of the closing date so we can update MLS. If you fail to do this the fine is \$50. All fines imposed on Hillman Real Estate Inc. by MLS will be the responsibility of the Seller. The Seller is responsible for reviewing the published Listing and must notify the Broker of any and all errors or omissions within 24 hours. Change requests must be submitted online at http://instamls.com/client_center. Changes will be completed within 24 hours of submission.

Bonus Sites

MLS allows automatic data transfers to several 3rd party Real Estate websites and we cooperate with all of them, however, we have no control over these sites and as such cannot guarantee their reliability. Your fee to Hillman Real Estate Inc. is for the publishing to MLS only. Third party bonus sites are purely a bonus subject to change without prior notice. Please view our site for a limited list of bonus sites.

Limited Consultation

This service is a listing service only. We do not provide any other service to sellers. We recommend that consumers hire legal representation when selling Real Estate.

Section 3/3 - CONTINUED ADDENDUM A

Payment

Our accepted methods of payment are Visa, MasterCard, Discover, American Express, or personal check. If mailing a personal check **THE PAYMENT MUST BE RECEIVED PRIOR TO THE LISTING BEING PUBLISHED ON MLS.**

Please make checks out to **Hillman Real Estate** and mail to:

Andrew Hillman
5170 Washington St.
Suite 106
Boston, MA 02132.

I / we acknowledge that I/we have read and understand the above information and agree to the terms by signing below:

<u>X</u> _____ Seller Signature	_____ Please Print Name	_____ Date
<u>X</u> _____ Seller Signature	_____ Please Print Name	_____ Date
_____ _____ _____ Property Address	_____ Email Address	@ _____


Please provide us with a minimum of **two** phone numbers for **one contact** for the convenience of setting up appointments.

_____ Home Number	_____ Mobile Number	_____ Work Number
----------------------	------------------------	----------------------

If you would like to pay by credit card you may do so online or you can fill out this form. All information is kept confidential at all times. We are very serious about privacy Hillman Real Estate Inc.

→ **Would you like us to send you a professional For Sale sign? YES | NO** Sign Price: **\$25.00**

Circle Card Type Master Card | Visa | American Express | Discover Card

Expiration Date	<input type="text"/>	(MM/YY)	
3-Digit CVV2 #	<input type="text"/>		
Card Number	<input type="text"/>		
Full Name	<input type="text"/>		
Street Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/>
		Zip	<input type="text"/>