

FACILITATION AGREEMENT

Date: _____

THIS AGREEMENT concerns the following property:

Street Address: _____

Description: _____

In consideration of the mutual covenants and agreements herein contained, the undersigned Seller and the undersigned Broker agree as follows:

1. The Seller engages the Broker to act as Facilitator in the sale of the above referenced Property. Seller hereby acknowledges receipt of the Massachusetts Mandatory Consumer Licensee Disclosure Form and understands that the Broker will provide customer level service to the Seller, does not represent the Seller and has no duty to hold confidential any information provided by the Seller.
2. The Broker agrees to use reasonable efforts to procure a ready, willing, and able Buyer of the property in accordance with the price, terms, and conditions of this Agreement. The Broker will assist in communications between a prospective Buyer and Seller so that they may bring about a mutually agreeable transaction.
3. The Broker acting as Facilitator will not advocate for the interest of either party, unless otherwise indicated, and is not required to offer opinions regarding value, negotiation strategy or matters directly related to the Transaction or regarding either parties financial interests. The Facilitator will disclose information as required by law and account for funds.
4. The Broker will be compensated as follows:
\$349 to Thread Real Estate as MLS listing fee.
See Rider A.
5. This Agreement may be terminated by either the Seller or the Broker at any time with written notice to the other. In the event the Seller terminates the contract, the Broker will have seven days from the notice date to notify the Seller in writing of the names of the potential buyers the Broker introduced to the Property. In the event the Seller terminates this Agreement and enters into a contract for the sale of the Property, a portion of the Property, or receives option on the Property with one of the named Buyer introduced by the Broker within 0 months of the termination, the Broker will have been deemed to have earned the fee contemplated in paragraph 4. In the event the Seller enters into an Exclusive Listing Agreement with the Broker, or another licensed real estate broker to whom the seller is obligated to pay a fee, this provision will become null and void and the terms of the Exclusive Listing Agreement shall supercede.
6. *Strike if not Applicable.* The Broker has explained the Broker's policy regarding Agency. Nothing in this Agreement prevents the Broker, or an agent affiliated with the Broker from representing a Buyer as a Buyer's Agent for the purchase of the Property. In such case, although the Broker, will have no agency relationship with the seller, the Broker will represent the Buyer, owe the Buyer undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability. In such instance, the Broker will not be a neutral but will put the Buyer's interests first and negotiate for the best price and terms for their client, the Buyer. The Broker will notify the seller in writing if such a situation arises.

IN WITNESS WHEREOF, the Seller and the Broker have hereunto set their hands and seals as of the ____ day of _____, 20____.

Broker: _____

Seller: _____

By: _____

Seller (or spouse): _____

Its: _____

Title (duly-authorized)

Rider A

1.1 Correspondence

- Thread Real Estate, LLC's business hours are Monday through Sunday 9:00AM to 5:00PM.
- All messages and requests (e.g. price changes, adding Open House information, etc.) are processed in the order they are received.

1.2 MLS for FSBO Program

1.2.1 Thread Real Estate, LLC will post up to 30 photos on MLS.

- Only photos emailed to info@MarketOnMLS.com will be posted.
- At least 1 photo must be submitted within 5 days of the listing's activation.
- If no photo is submitted within the first 5 days of the listing's activation, the listing will automatically be deactivated.

1.2.2 Listing changes must be submitted through email & are processed free of charge.

1.2.3 Open House info can be added to MLS listing and are processed free of charge.

1.2.4 MLS transfers its information automatically to 3rd-party Real Estate websites (e.g. realtor.com, boston.com, etc.). Thread Real Estate, LLC has no control over these sites and cannot guarantee their presentation or reliability. The sign-up fee to Thread Real Estate, LLC is for publishing to MLS only.

1.2.5 Legal forms (Offer to Purchase, Contingencies, Property Transfer Lead Paint Notification, and/or P&S Agreement) provided to seller upon request.

1.2.6 Color photo flyer (in PDF format) provided to Seller upon request.

1.2.7 Thread Real Estate, LLC reserves the right to advertise Property at no cost to Seller.

1.3 Seller's Responsibilities

1.3.1 Review the published listing and immediately notify Thread Real Estate, LLC. of any and all errors or omissions.

1.3.2 Abide by all MLS rules outlined in the MLS Rules and Regulations (entire set of rules will be provided upon request).

1.3.3 Assist in the sale of said property by accepting and returning telephone calls from real estate agents in a timely manner.

1.3.4 Provide reasonable access and arrange showings to all real estate agents.

1.3.5 Notify Thread Real Estate, LLC immediately upon acceptance of any offer.

- Supply the anticipated closing date.
- Supply the name of the Buyer's Broker, if applicable.

1.4 Listing Option and Payment

- Listing officially expires on 12/31/2012 (MLS rules require a defined expiration date to be specified in the listing agreement). If necessary, Thread Real Estate, LLC will extend the expiration upon request.
- **Our accepted methods of payment are:**
 - Paypal, Personal Checks, Cash, Credit/Debit Cards (Visa, Mastercard, AMEX, Discover)

1.5 Commission Schedule

- The commission schedule is follows upon a successful closing.
 - 0% commission to the listing agent.
 - 0% commission if buyer was procured without the direct or indirect aid of a real estate agent.
 - ____ % commission to Buyer's Broker who procures buyer.

1.6 Cancellation Policy

- The Seller may void this contract at any time with the exception of during the time that an offer is being procured, negotiated or agreed upon.
- Thread Real Estate, LLC reserves the right to terminate this agreement at any time.
- No refund will be issued whether the contract is terminated by Thread Real Estate, LLC or the Seller.

1.7 Indemnification of Thread Real Estate

- Except for clearly foreseeable and negligent acts by Thread Real Estate, LLC, or the failure of Thread Real Estate, LLC to meet duties detailed in Section 1.2 of this agreement, the Seller agrees to hold Thread Real Estate, LLC harmless for injuries suffered, monetary or otherwise, from the sale of real property using Thread Real Estate, LLC's services.

1.8 Outside Review

- The Seller understands that this is a legally binding agreement.
- For the Seller's convenience and peace of mind, Thread Real Estate, LLC urges the Seller to review this document with his/her attorney.

_____ Seller Signature	_____ Please Print Name	_____ Date
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_____ Seller Signature	_____ Please Print Name	_____ Date
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Property Address

Email Address

Phone Number

Credit Card Information

Name

First *Last* *M.I*

Card Type

MC / Visa / AMEX / Discover

CC number

____ _

Expiration – (MM/YYYY)

____ _ / ____ _

Security Code –

Back of card, 3 digits for MC/Visa/Discover

____ _

Front of card, 4 digits for AMEX

____ _

Billing Address

Street

Town *Zip*



CI COMMERCIAL / INDUSTRIAL LISTING INPUT FORM

* Denotes Required Fields

Listing Number _____

Revised 01/11/2007

List Office Name Thread Real Estate List Agent Name _____

*List Office ID

*List Agent ID

*List Price

*List Date

*Expiration Date

*Type of Listing Agreement

- | | |
|---|--|
| <input type="checkbox"/> A-Exclusive Right To Sell | <input type="checkbox"/> G-Facilitation/Exclusive Right To Sell |
| <input type="checkbox"/> B-Exclusive Right To Sell With Named Exclusion | <input type="checkbox"/> H-Facilitation/Exclusive Right To Sell With Named Exclusion |
| <input type="checkbox"/> D-Exclusive Agency | <input type="checkbox"/> I-Facilitation/Exclusive |
| <input type="checkbox"/> E-Exclusive Right To Sell With Variable Rate of Commission | <input type="checkbox"/> J-Facilitation/Exclusive Right To Sell With Variable Rate of Commission |
| <input type="checkbox"/> F-Exclusive Right To Sell With Dual Rate of Commission | <input type="checkbox"/> K-Facilitation/Exclusive Right To Sell With Dual Rate of Commission |

*Entry Only

☐ Yes ☐ No

If entering YES in the Entry Only field you are hereby indicating that this listing is an Entry Only Listing and as such you will be providing no other services to the seller other than the entering of this listing into the MLS system. Please refer to Sec. 1.0 (b) Note 2 and the Definitions section of the Rules & Regulations for more information.

*House # *Street Name Unit # Parcel ID Number / PIN

*Town *State *Zip Code - Zip 4 Area

*Type of CI (choose only one)

☐ A-Commercial ☐ B-Industrial ☐ C-5+ Residential ☐ D-Land ☐ E-Office

*Space Available (choose only one)

☐ A-For Sale ☐ B-For Lease ☐ C-For Sale/Lease

*Lease

☐ Yes ☐ No

Lease Price Includes

☐ A-Building ☐ B-Business ☐ C-Land ☐ D-Other (See Rmk) ☐ E-Not Applicable

*Exchange

☐ Yes ☐ No

Lease Type

☐ G-Gross ☐ O-Other (See Rmk)

*Sublet

☐ Yes ☐ No

*Directions

(Max. 100 characters)

*Sub-Agency Relationship Offered ☐ Yes ☐ No

Sub-Agent Showing

- ☐ A-Call List Office
☐ C-Call List Agent
☐ K-Call MA-Pass 508-389-1780
☐ L-Other (See Rmk)
☐ M-Call Centralized Showing Service at 888-866-8388

Buyer's Agent Showing

- ☐ A-Call List Office
☐ C-Call List Agent
☐ K-Call MA-Pass 508-389-1780
☐ L-Other (See Rmk)
☐ M-Call Centralized Showing Service at 888-866-8388

Facilitator Showing

- ☐ A-Call List Office
☐ C-Call List Agent
☐ K-Call MA-Pass 508-389-1780
☐ L-Other (See Rmk)
☐ M-Call Centralized Showing Service at 888-866-8388

Special Showing Instructions

(Max. 100 characters)

UNITS

SQUARE FEET

*Residential

*Square Feet

Gross Annual Income \$

Association

☐ Yes ☐ No

*Office

*Square Feet

Gross Annual Expenses \$

Association Fee

*Retail

*Square Feet

Net Operating Income \$

*Warehouse

*Square Feet

*Manufacturing

*Square Feet

Special Financing

☐ Yes ☐ No

Total Units

Total Square Feet

Association Fee Includes

- | | |
|---|---|
| <input type="checkbox"/> A-Heat | <input type="checkbox"/> R-Tennis Court |
| <input type="checkbox"/> B-Hot Water | <input type="checkbox"/> S-Playground |
| <input type="checkbox"/> C-Electric | <input type="checkbox"/> T-Park |
| <input type="checkbox"/> D-Gas | <input type="checkbox"/> U-Rec. Facilities |
| <input type="checkbox"/> E-Water | <input type="checkbox"/> V-Paddle Tennis |
| <input type="checkbox"/> F-Sewer | <input type="checkbox"/> W-Exercise Room |
| <input type="checkbox"/> G-Master Insurance | <input type="checkbox"/> X-Sauna/Steam |
| <input type="checkbox"/> H-Security | <input type="checkbox"/> Y-Clubroom |
| <input type="checkbox"/> I-Swimming Pool | <input type="checkbox"/> Z-Walking/Jogging Trails |
| <input type="checkbox"/> J-Laundry Facilities | <input type="checkbox"/> 1-Beach Rights |
| <input type="checkbox"/> K-Elevator | <input type="checkbox"/> 2-Dock/Mooring |
| <input type="checkbox"/> L-Exterior Maintenance | <input type="checkbox"/> 3-Extra Storage |
| <input type="checkbox"/> M-Road Maintenance | <input type="checkbox"/> 4-Refuse Removal |
| <input type="checkbox"/> N-Landscaping | <input type="checkbox"/> 5-Garden Area |
| <input type="checkbox"/> O-Snow Removal | <input type="checkbox"/> 6-Valet Parking |
| <input type="checkbox"/> P-Golf Course | <input type="checkbox"/> 7-N/A |
| <input type="checkbox"/> Q-Putting Green | |

*# Buildings

Expandable

☐ Yes ☐ No

Elevator

☐ Yes ☐ No

*# Stories

Dividable

☐ Yes ☐ No

Sprinklers

☐ Yes ☐ No

Units

Railroad Siding

☐ Yes ☐ No

Handicap Accessible

☐ Yes ☐ No

of Restrooms

Drive in Doors

of Loading Docks

Ceiling Height

*Approx. Lot Size (Sq. Ft.)

*Year Established

*Assessed Value Land

*Taxes

Approx. Acres

*Year Established Source

- ☐ AP-Appraiser
☐ BU-Builder
☐ OW-Owner
☐ PR-Public Record

*Assessed Value Building

Mill Rate

Approx. Frontage

*Total Assessed Value

*Fiscal Year

Approx. Depth

Site Condition

- | | |
|----------------------------------|-------------------------------------|
| <input type="checkbox"/> A-Dry | <input type="checkbox"/> E-Wet |
| <input type="checkbox"/> B-Level | <input type="checkbox"/> F-Wood |
| <input type="checkbox"/> C-Open | <input type="checkbox"/> G-Improved |
| <input type="checkbox"/> D-Slope | |

Map

*Book

*Page

Traffic Count/Day

Block

Cert. # or Deed Date

*21E on File

☐ Yes ☐ No

Lot

*Zone Description or Title

- ☐ A -Legal Conforming
☐ B -Legal Non-Conforming
☐ C -Other (See Rmk)

*Specific Zoning Code

Parking Spaces*Parking Description**

- ☐ A-1+ Space
☐ B-Assigned
☐ C-Detached
☐ D-Attached
☐ E-Garage
☐ F-Open
☐ G-Street
☐ H-Under

Location

- ☐ A-Downtown
☐ B-Urban
☐ C-Suburban
☐ D-Rural
☐ E-Park
☐ F-Shopping Mall
☐ G-Strip
☐ H-Historic
☐ I-Industrial Park
☐ J-Office Park
☐ K-Free Standing
☐ L-Interstate
☐ M-Highway Access
☐ N-Public Transportation

Utilities

- ☐ A-Public Water
☐ B-Private Water
☐ C-Public Sewer
☐ D-Private Sewer
☐ E-Water Available
☐ F-Sewer Available
☐ G-Natural Gas
☐ H-Bottled Gas
☐ I-110 Volts
☐ J-220 Volts
☐ K-440 Volts
☐ L-Three Phase
☐ M-Other (See Rmk)

Roof Material

- ☐ A-Aluminum
☐ B-Membrane
☐ C-Combination
☐ D-Shingle
☐ E-Tar & Gravel
☐ F-Other (See Rmk)

Construction

- ☐ A-Aluminum
☐ B-Brick
☐ C-Stone/Concrete
☐ D-Frame
☐ E-Mason
☐ F-Steel
☐ G-Stucco
☐ H-Other (See Rmk)

Survey

- ☐ Yes ☐ No

Sub-Dividable

- ☐ Yes ☐ No ☐ Poss

Underground Tank

- ☐ Yes ☐ No ☐ Unknown

Plat Plan

- ☐ Yes ☐ No

Lien & Encumbent

- ☐ Yes ☐ No

Easements

- ☐ Yes ☐ No ☐ Unknown

Sub-Agent Compensation**Buyer's Agent Compensation*****Facilitator Compensation*****Seller Disclosure Declaration**

- ☐ Yes ☐ No

Disclosures

(Max. 100 characters)

Exclusions

(Max. 100 characters)

Remarks

(Max. 500 characters)

Firm Remarks

(Max. 100 characters)

Team Member ID

Tip - Enter your team member's AGENT ID in the TEAM MEMBER ID field and H3MLS will show their full contact information in any reports.

MASSACHUSETTS MANDATORY LICENSEE CONSUMER RELATIONSHIP DISCLOSURE

This disclosure is provided to you, the consumer, by the real estate agent listed on this form. Make sure you read both sides of this form. The reverse side contains a more detailed description of the different types of relationships available to you. This is not a contract.

THE TIME WHEN THE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific property. The licensee can represent you as the seller (Seller's Agent) or represent you as the buyer (Buyer's Agent) and also can assist you as a facilitator.

CONSUMER INFORMATION AND RESPONSIBILITY:

Whether you are the buyer or seller you can choose to have the advice, assistance and representation of your own agent who works for you. **Do not assume that a real estate agent works solely for you unless you have an agreement for that relationship.** With your consent, licensees from the same firm may represent a buyer and seller in the same transaction. These agents are referred to as dual agents.

Also a buyer and seller may be represented by agents in the same real estate firm as designated agents. The "designated seller or buyer agent" is your sole representative. However where *both* the seller and buyer provide written consent to have a designated agent represent them then the agent making such designation becomes a "dual agent" for the buyer and seller. All real estate agents must, by law, present properties honestly and accurately. They must also disclose known material defects in the real estate.

The duties of a real estate agent do not relieve the consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance or land survey matters it is your responsibility to consult a professional in those areas. Real Estate agents do not have a duty to perform home, lead paint or insect inspections nor do they perform septic system, wetlands or environmental evaluations.

RELATIONSHIP OF REAL ESTATE LICENSEE WITH THE CONSUMER

(check one) ☐ Seller's agent ☐ Buyer's agent ☒ Facilitator

IF A SELLER'S OR BUYER'S AGENT IS CHECKED ABOVE COMPLETE THE SECTION BELOW:

Relationship with others affiliated with N/A
(Print name of real estate firm or business and license number)

- (Check one) ☐ The real estate agent listed below, the real estate firm or business listed above and all other affiliated agents have the same relationship with the consumer named herein (**seller or buyer agency, not designated agency**).
- ☐ Only the real estate agent listed below represents the consumer named in this form (**designated seller or buyer agency**). In this situation any firm or business listed above and other agents affiliated with the firm or business do not represent you and may represent another party in your real estate transaction.

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

(Signature of real estate agent) Albert Tu 9084815/Broker _____
(Printed name of real estate agent) (License Number/Type) (Today's Date)

By signing below I, the consumer, acknowledge that I have received and read the information in this disclosure.

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

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

☐ Check here if the consumer declines to sign this notice.

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).

(NON-AGENT) FACILITATOR

When a real estate agent works as a facilitator that agent assists the seller and buyer in reaching an agreement but does not represent either the seller or buyer in the transaction. The facilitator and the broker with whom the facilitator is affiliated owe the seller and buyer a duty to present each property honestly and accurately by disclosing known material defects about the property and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from a seller or buyer confidential. The role of facilitator applies only to the seller and buyer in the particular property transaction involving the seller and buyer. Should the seller and buyer expressly agree a facilitator relationship can be changed to become an exclusive agency relationship with either the seller or the buyer.

DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate agent can be designated by another real estate agent (the appointing or designating agent) to represent either the buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate agent once so designated is then the agent for either the buyer or seller who becomes their client. The designated agent owes the buyer or 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 their client's interests first and negotiate for the best price and terms for their client. In situations where the appointing agent designates another agent to represent the seller and an agent to represent the buyer then the appointing agent becomes a dual agent. Consequently a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions which is required of an exclusive seller or buyer agent. The dual agent does not represent either the buyer or the seller solely only your designated agent represents your interests. The written consent for designated agency must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample designated agency consent is available at the Board's website at www.mass.gov/dpl/re.

DUAL AGENT

A real estate agent may act as a dual agent representing both the seller and buyer in a transaction but only with the express and informed consent of both the seller and buyer. Written consent to dual agency must be obtained by the real estate agent prior to the execution of an offer to purchase a specific property. A dual agent shall be neutral with regard to any conflicting interest of the seller and buyer. Consequently a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions which is required of an exclusive seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting for funds. The written consent for dual agency must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample dual agency consent is available at the Board's website at www.mass.gov/dpl/re.