

# NEW YEAR REALTY, LLC

## EXCLUSIVE FACILITATOR LISTING AGREEMENT

The Seller agrees to pay the Listing Brokerage a **flat fee** for the limited-service MLS listing described in this Agreement. This flat fee covers the administrative and marketing services necessary to place the Property in the Multiple Listing Service (MLS).

### 1. Agreement Parties

This agreement is entered into between person(s) of legal capacity to convey real property and the appropriate legal right to convey such property listed in the agreement.

**Parties:** Seller(s) and New Year Realty (Broker)

---

### 2. Exclusive Agency Agreement Information

Seller hereby employs and grants Broker the exclusive listing, commencing to sell or exchange the real property.

**Seller Name(s):** \_\_\_\_\_

---

**Property Address & Unit #:**

---

**City, State:** \_\_\_\_\_

**Listing Date:** \_\_\_\_\_

and expiring at midnight on

**Expiration Date:** \_\_\_\_\_

*(Default is 6 months from listing date if field left blank)*

**Contact Information for Showings:**

- Name(s): \_\_\_\_\_
  - Phone: \_\_\_\_\_
  - E-mail: \_\_\_\_\_
-

## 3. Listing Price

The listing price shall be \$\_\_\_\_\_. This price was solely determined by the seller.

---

## 4. Compensation to Broker

### A. Cooperating Broker Compensation

The Listing Broker, **New Year Realty, LLC**, hereby discloses to the Seller that:

1. **MLS Property Information Network, Inc. (“MLS PIN”) does not require the Seller to offer any compensation** to cooperating brokers, whether directly or indirectly through prospective buyers.
2. A cooperating broker **may request compensation directly from the Seller** in lieu of requesting compensation from the prospective purchaser; however, the Seller is under no obligation whatsoever to agree to such a request.
3. Any compensation discussions or agreements between the Seller and a cooperating broker are **entirely separate from and independent of** the services provided by New Year Realty, LLC.
4. New Year Realty, LLC **does not set, control, mandate, recommend, or guarantee** any amount of compensation to cooperating brokers.

The Seller acknowledges that MLS PIN rules permit the Seller to offer zero compensation, and that any compensation offered to a cooperating broker is strictly voluntary and determined solely by the Seller.

### B. Direct Negotiation with Buyers and Buyer Agents

The Seller understands that buyer-broker compensation, if any, may be negotiated:

- Directly between the Seller and the prospective buyer
- Directly between the Seller and the buyer’s agent
- Through a written agreement outside the MLS
- Through a written agreement outside New Year Realty, LLC

The Seller further acknowledges that New Year Realty, LLC bears no responsibility or obligation to negotiate, facilitate, arrange, or pay any compensation to a buyer’s agent or cooperating broker. Any such compensation is solely the Seller’s responsibility and must be handled through separate agreement(s) not involving the Listing Broker New Year Realty, LLC.

## C. Exclusive Agency Right / Commission to Listing Office

This Agreement establishes an **Exclusive Agency** listing. The Seller retains the right to sell the Property directly to a purchaser **without owing any commission** to New Year Realty, LLC. The Seller also retains the right to sell the Property through another real estate broker or third party of the Seller's choosing.

The Seller acknowledges and agrees that:

1. **New Year Realty, LLC does not earn, charge, or claim any percentage-based commission** upon the sale, transfer, or conveyance of the Property, regardless of who procures the buyer.
2. The Seller is **solely and exclusively responsible** for negotiating, determining, and paying any compensation, fees, commissions, referral fees, or other amounts to any real estate licensee, buyer's agent, cooperating broker, or other party involved in the transaction.

## D. Independence of Fees

The flat listing fee paid to the Listing Brokerage New Year Realty, LLC is **separate and independent** from any compensation the Seller may choose to offer to a buyer's agent. The Listing Brokerage has **no obligation** to disburse, collect, or manage buyer-broker compensation.

---

## 5. Limited Agency Disclosure / Services Provided by New Year Realty, LLC

The Owner acknowledges and agrees that this Agreement establishes a **Limited Service / Limited Agency** relationship. Accordingly, **New Year Realty, LLC is not engaged as a full-service listing broker and will not perform duties customarily associated with traditional brokerage representation.** The Owner expressly understands and accepts that the following services **are not provided**:

### A. Services NOT Provided

#### I. Contract Negotiation

New Year Realty, LLC **will not**:

- Accept, receive, or present offers on behalf of the Owner
- Negotiate, counteroffer, or engage in any discussions regarding the terms of an offer or contract
- Explain, interpret, or advise on the legal or financial implications of any offer or contract

- Provide appraisals, valuations, comparative market analyses, or opinions of value
- Conduct open houses, showings, or in-person marketing activities
- Provide legal, tax, financial, or strategic advice of any kind

All negotiations and contract-related decisions are the **sole responsibility of the Owner**.

## **II. Earnest Money / Escrow Handling**

New Year Realty, LLC **will not receive, hold, safeguard, or disburse** any earnest money, escrow deposits, or other funds related to the transaction. New Year Realty, LLC **will not act as an escrow agent** under any circumstances.

**Recommendation:** The Owner is strongly advised to retain a licensed Massachusetts attorney to hold escrow funds and to prepare, review, or advise on any legal documents associated with the transaction.

## **III. Closing Services**

New Year Realty, LLC **will not attend, participate in, coordinate, or facilitate** the closing of the transaction. The Owner is solely responsible for arranging all closing-related activities with their attorney, settlement agent, or other professionals.

## **B. Services Provided**

The Owner acknowledges and agrees that **New Year Realty, LLC** will provide the following **limited services** solely as described below. No additional services are included unless expressly stated in this Agreement.

### **I. MLS Listing**

New Year Realty, LLC will provide the Owner with an entry-only listing on MLS Property Information Network (MLS PIN) for a period of six (6) months.

Renewal of the listing term is available for an additional fee as determined by New Year Realty, LLC.

### **II. MLS Placement and Listing Updates**

New Year Realty, LLC will:

- Place the Owner's property for sale on MLS PIN
- Enter the listing into MLS PIN within twenty-four (24) hours after receiving all required items, including:
  - Full payment of the listing fee
  - Signed Agency Disclosure
  - Signed Listing Agreement

- Completed property listing input form
- Make changes, updates, or corrections to the MLS listing as necessary and as **requested in writing by the Owner** during the term of this Agreement

New Year Realty, LLC's responsibility is limited to MLS data entry and updates; the Owner remains solely responsible for the accuracy and completeness of all information provided.

### **III. Legal Forms**

New Year Realty, LLC will provide the Owner with access to standard real estate forms commonly used in Massachusetts, including:

- Offer to Purchase
- Standard Purchase and Sale Agreement
- Property Transfer Lead Paint Notification
- Home Inspectors – Facts for Consumers
- Seller Disclosure Declaration

These forms are provided **as a convenience only**. New Year Realty, LLC does **not** provide legal advice, interpretation, or guidance regarding the use or completion of these forms. The Owner is strongly encouraged to consult a licensed Massachusetts attorney.

### **IV. Bonus / Partner Sites (Third-Party Syndication)**

Properties listed with New Year Realty, LLC **may** be syndicated to third-party real estate websites, including but not limited to: Realtor.com, Redfin.com, Zillow.com, Boston.com, HomeAdvisor.com, and other similar platforms.

The Owner acknowledges and agrees that:

- Syndication to third-party websites is **not guaranteed**
- Third-party websites may add, remove, delay, or modify listings at their sole discretion
- New Year Realty, LLC has **no control** over third-party website display, accuracy, timing, or availability
- The Owner's fee to New Year Realty, LLC covers **MLS publication only**; all third-party exposure is provided **as a courtesy** and is subject to change without notice

By signing below, the Owner consents to such syndication.

## V. Advertising

New Year Realty, LLC reserves the right, but not the obligation, to advertise the property in any media or marketing channels selected by the Broker. Such advertising, if performed, will be at no cost to the Owner.

## VI. Open House Announcements

New Year Realty, LLC will add Open House information to the MLS listing at no charge. The Owner must email the date, start time, and end time to: **Ed@NewYearRealty.com**

---

## 6. MLS Status Updates

The Seller agrees to **promptly and accurately notify** New Year Realty, LLC of **any and all changes** to the status of the property within twenty-four (24) hours of such change. Required status updates include, but are not limited to:

- Receipt of an offer, execution of a contract, or the property becoming “Under Agreement” or “Pending”
- Temporary withdrawal from the market or return to active status
- Closing of the transaction / property sold (including buyer’s agent name, brokerage, and MLS ID#, if available)
- Cancellation or termination of any contract

The Seller acknowledges that MLS Property Information Network (MLS PIN) requires status changes to be reported **within forty-eight (48) hours**, and that failure to do so may result in fines or penalties.

The Seller further agrees and understands that:

- New Year Realty, LLC relies entirely on the Seller for timely and accurate status information
  - Any fines, penalties, or charges assessed by MLS PIN or any MLS authority due to the Seller’s failure to provide timely updates will be the sole responsibility of the Seller
  - New Year Realty, LLC is authorized to charge the Seller for the full amount of any such fines immediately upon notice
- 

## 7. Changes to Listing Information

Seller may request and Broker will make changes to the details of the MLS listing after the Property Input Form has been submitted. All changes must be requested using the MLS Listing Changes Form, electronically signed by Seller.

---

## 8. Entry-Only MLS Listing – Communication & Contact Information Clause

### 1. **MLS Advertising Rules**

The Seller acknowledges that, under the rules and regulations of MLS Property Information Network, Inc. (“MLS PIN”), **only the Listing Office name and Listing Office telephone number may appear in the public-facing portion of the MLS listing. Seller contact information, agent phone numbers, email addresses, or any alternative contact details are strictly prohibited from all publicly displayed MLS fields.**

### 2. **Showing Instructions and Agent-Only Fields**

The Seller authorizes the Listing Broker to include the Seller’s direct contact information solely within the “Special Showing Instructions” section. **The Seller understands that these fields are accessible only to licensed real estate professionals with authorized MLS access and are not visible to the general public.**

### 3. **Third-Party Websites**

The Seller acknowledges that third-party real estate websites (including, but not limited to, Zillow, Realtor.com, Redfin, and brokerage websites) pull data directly from MLS PIN. These sites are restricted to displaying only the Listing Office name and phone number. **Seller contact information is not permitted and will not appear on any public real estate websites or public-facing listing displays.**

### 4. **Handling of Buyer and Agent Inquiries**

The Seller understands and agrees that any inquiries received by the Listing Office through the MLS or third-party website syndication will be promptly forwarded to the Seller. The Listing Broker will not engage in negotiations, schedule property showings, or provide brokerage services beyond forwarding such inquiries, consistent with the limited scope of an entry-only listing.

---

## 9. Photos

Seller agrees to submit at least one exterior photo within 5 days of the listing's activation. *Please note: If no photos submitted after three days of listing date, your MLS listing will be temporarily withdrawn from the market.*

---

## 10. Listing Fee

Seller shall pay Broker a one-time flat fee for professional services in placing Seller's listing information in the MLS. The Listing Fee is due and payable with Seller's instruction to Broker to enter the listing in the MLS. The listing fee is fully earned and non-refundable once Seller's property information has been submitted to the MLS.

---

## 11. Cancellation

Seller may cancel this Listing Agreement at any time by giving Broker written notice. The Listing Fee is not refundable if Seller terminates this agreement. If Broker elects to terminate this agreement, then Broker shall refund the Listing Fee to Seller, unless such termination is the result of Seller's refusal to comply with the rules and regulations of the MLS.

If owner decides to re-list with a different brokerage, the listing with New Year Realty, LLC must be cancelled first.

**Note:** Seller cannot cancel agreement if there has been an executed contract which is pending closing.

---

## 12. Laws and MLS Rules and Regulations

The Seller agrees to comply with **all applicable Federal, State, and local Fair Housing laws**, including but not limited to:

- The Civil Rights Act of 1866
- The Fair Housing Act of 1968, as amended
- Massachusetts Fair Housing Laws (M.G.L. c. 151B)
- All rules, regulations, and policies of MLS Property Information Network (MLS PIN) relating to Fair Housing compliance

The Seller acknowledges and agrees that:

- The Property must be offered, marketed, and made available **without discrimination** or limitation based on race, color, religion, sex, gender identity, sexual orientation, disability, familial status, national origin, age, ancestry, marital status, veteran status, or any other protected class under Federal or Massachusetts law.
- The Seller shall not request, require, or direct New Year Realty, LLC to engage in any discriminatory conduct, including but not limited to selective marketing, selective showing, or discriminatory statements or preferences.
- Any violation of Fair Housing laws may result in civil penalties, legal liability, and/or removal of the listing from MLS PIN.

New Year Realty, LLC reserves the right to refuse or discontinue services if the Seller engages in conduct that violates Fair Housing laws or MLS PIN rules.

---

## 13. Deferral of Showings

Showings can be deferred up to but not more than seven calendar days. Seller must complete deferral of showings form within 24 hours of the effective date of the listing agreement. Seller agrees and acknowledges that they will not show any prospect clients or agents during the deferral period.

---

## 14. Disclosures

The Seller acknowledges and agrees that it is the Seller's sole legal obligation **to prepare, complete, and timely deliver** to any buyer or prospective buyer all disclosure forms required under Federal, State, or local law. Required disclosures may include, but are not limited to:

- **Property Transfer Lead Paint Notification** (for properties built prior to 1978)
- Any additional disclosures mandated by the age, condition, or location of the Property
- Any other statutory or regulatory disclosures required under Massachusetts law

The Seller further understands and agrees that, **except as may be expressly provided in a separate written agreement**, New Year Realty, LLC shall have **no involvement in, responsibility for, or liability arising from:**

- The preparation, accuracy, or completeness of any disclosure
- The delivery or timing of any disclosure
- The Seller's compliance with Federal, State, or local disclosure requirements

The Seller assumes full responsibility for ensuring that all required disclosures are properly completed and delivered in accordance with applicable law.

---

## 15. Security and Insurance

The Seller acknowledges and agrees that **New Year Realty, LLC bears no responsibility or liability** for any loss, theft, injury, or damage to persons, the Property, or any real or personal property arising out of, relating to, or resulting from access to the Property by third parties, including but not limited to prospective buyers, inspectors, contractors, appraisers, agents, or members of the public.

---

## 16. Key Safe/Lock Box

Broker is not insured against injury, loss or damage attributed to the use of a key safe or lock box and accepts no responsibility for any that might occur.

---

## 17. Dispute Resolution and Indemnification

The Seller and New Year Realty, LLC agree that any dispute, claim, or controversy arising out of or relating to this Agreement, the listing of the Property, or the services provided by New Year Realty, LLC shall first be submitted to **mediation**. If the dispute is not resolved through mediation, it shall be submitted to **final and binding arbitration**, conducted in accordance with the rules of the American Arbitration Association or another mutually agreed-upon arbitration service. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

The Seller further agrees to **defend, indemnify, and hold harmless** New Year Realty, LLC, including its agents, brokers, employees, owners, affiliates, heirs, successors, and assigns, from and against any and all losses, damages, liabilities, claims, demands, costs, fees, or attorney's fees incurred by New Year Realty, LLC arising out of or relating to:

### A. Seller's Actions or Omissions

Any negligence, acts, omissions, representations, misrepresentations, false statements, misleading statements, or failure to act by the Seller.

### B. Undisclosed or Misrepresented Material Facts

The existence of any undisclosed, inaccurate, incomplete, or misleading material facts regarding the Property, including but not limited to defects, conditions, or legal issues.

### C. Third-Party Compensation Claims

Any claim, demand, arbitration award, or court judgment asserting that a real estate broker, agent, or other third party is entitled to compensation, commission, referral fee, or other payment from New Year Realty, LLC in connection with the transaction.

This indemnification obligation shall **survive** the expiration or termination of this Agreement, the performance of services by New Year Realty, LLC, and the transfer of title to the Property.

---

## 18. Correspondence

New Year Realty, LLC normal business hours are:

- **Monday through Friday:** 9AM to 9PM
- **Saturday and Sunday:** 9AM to 5PM

For general questions, the preferred method of communication is via email:  
[Ed@NewYearRealty.com](mailto:Ed@NewYearRealty.com)

# 19. Signatures

By entering your name below, you agree to accept the terms of this document with an electronic signature.

**Seller/Owner or Authorized Representative:**

**Real Estate Broker:**

Listing Firm: New Year Realty, LLC  
Business License#: 9630779  
Listing Broker: Edmund Wong  
MA Broker #: 9504152

---