

Omegalistings.com, Inc. Listing Agreement

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Omegalistings.com, Inc. Listing Agreement

Please read all of the terms and conditions contained herein. For your convenience the areas requiring your input are outlined in red when viewing online. They appear in black & white when faxed.

Please read, complete and submit online or print complete and fax to 781-323-4118

DATE: _____

THIS AGREEMENT concerns the following property: _____
(Street Address)

(City, State, Zip) LIST PRICE: \$ _____

In consideration of the mutual covenants and agreements herein contained, the undersigned Property Owner (hereinafter referred to as "Seller") hereby gives to Omegalistings.com, Inc. the Exclusive Agency to sell the said property for the price and on the terms and conditions herein set forth. Please note the word "Exclusive" refers only to our agency agreement and this is different from an Exclusive Right to Sell. This text only means that you will not be listing the property with any other office; you still retain the right to sell the property yourself with no commission and **under no circumstances will a commission ever be due and paid to Omegalistings.com, Inc.**

1. GENERAL

1.1 In order to introduce other Agents/Brokers to the property and solicit their assistance in procuring a Buyer, Omegalistings.com, Inc. will list the property on the Multiple Listing Service (MLS) for your state as listed below. Some sellers, particularly with properties in a border town or vacation homes, may wish to be listed on multiple MLS's and this is available for an additional discounted fee of only \$100.00 per additional MLS. Such data, together with any other information provided to or obtained by Omegalistings.com, Inc. with respect to the property, may be disclosed to prospective Buyers and other Agents/Brokers and may be included in all listings and other materials distributed by the MLS and www.omegalistings.com either before or after the term of this listing or the sale of the property;

1.1.1 **Massachusetts** is your choice of "MLSPIN" (Multiple Listing Service Property Information Network Inc) the primary MLS for 85% of the state or "CCIMLS" (Cape Cod & Islands Multiple Listing Service, Inc.) for properties on the Cape & Islands

1.1.2 **Rhode Island** is "Rhode Island State-Wide Multiple Listing Service"

1.1.3 **Connecticut** is "Connecticut State-Wide Multiple Listing Service"

1.2 With time being of the essence, Omegalistings.com agrees to enter all listings received by 12:00PM on a weekday (excluding holidays) by the end of business that day and any listing received after 12:00PM shall be entered by the end of the following business day. The preceding time receipt is based upon the time at which the last of the following items is received: faxed signed Listing Agreement, Addendum "A" & Rhode Island Disclosure Regarding Real Estate Agency Relationship (hereinafter referred to as Agency Disclosure), payment and input form.

2. LIMITED CONSULTATION

2.1 The service offered under this agreement is not that of a traditional Listing Agent. This service is limited to the entry and maintenance of the MLS listing. Omegalistings.com, Inc. will not show said property for sale to any prospective Buyers but rather agrees to refer all interested parties directly to the Seller.

2.2 Omegalistings.com, Inc will not be providing any professional or legal counseling whatsoever. We recommend all Sellers use an attorney for their property's sale. Attorney referrals are available upon request.

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2.3 It is the Seller's sole responsibility to establish the asking price of the listed property, negotiate and execute sales contracts and otherwise facilitate the sale.

3. SELLER DECLARATION

Regarding the sale of the listed real property the undersigned Seller(s) individually &/or jointly hereby represent, acknowledge and/or agree to the following:

3.1.1 The property will be marketed in compliance with all applicable fair housing laws.

3.1.2 He/She/They have the full right, ability and authority to enter into this agreement, any subsequent contracts to sell and to execute any necessary documents to convey the transfer of the listed property including but not limited to the Deed

3.1.3 To complete the applicable Lead Paint Notification Form required by your state and provide a copy to all interested parties at the first personal meeting to discuss or view the listed property.

3.1.4 Connecticut & Rhode Island require their versions of a Seller's Property Condition Disclosure to be completed and provided to potential buyers before an offer is made. Links to these forms along with the required Lead Disclosure forms are available on our website.

3.1.5 To assist in the sale of said property by directly receiving telephone calls and emails from cooperating Buyer's Agents, Facilitators and interested Buyers and returning calls and emails to such parties in a timely manner;

3.1.6 To provide reasonable access and arrange showings to cooperating Buyer's Agents, Facilitators and interested Buyers;

3.1.7 To cooperate with Omegalistings.com, Inc. in every reasonable way, including answering all pertinent questions posed by cooperating Buyer's Agents, Facilitators and interested Buyers.

3.1.8 To inform Omegalistings immediately upon the acceptance of an offer and/or the sale of the property. Please see the form on our site at www.omegalistings.com/acceptedofferform.htm. MLS requires all statuses to be accurately displayed at all times therefore any status change must be reported to Omegalistings.com within 24 hours of the change. Failure to do so will result in fines by MLS and all fines resulting from Seller's failure to notify Omegalistings of a status change must be reimbursed by Seller to Omegalistings within two (2) business days or the listing will be Temporarily Withdrawn until payment is made. Please see the MLS Rules and Regulations posted at www.omegalistings.com.

3.1.9 To perform the following actions which are necessary to complete the Real Estate Conveyance:

3.1.9.1 Obtain a Final Water Reading & Bill from the City or Town

3.1.9.2 Provide access for and/or accompany the Buyer's Appraiser &/or Inspector(s)

4. LISTING FEE & COOPERATING AGENT COMPENSATION

The undersigned Seller(s) individually &/or jointly hereby agree to the following:

4.1 To pay Omegalistings.com, Inc. a fee for professional services of \$299.00 upon listing their property for sale which is fully earned and non-refundable upon submitting Seller's property to the MLS for their area as defined in Section 1.1 above. Additional MLSs may be added for a discounted rate of \$100.00 per. Our accepted methods of payment are Visa, MasterCard, Discover, American Express, Electronic or personal check. If mailing a personal check THE PAYMENT MUST BE RECEIVED PRIOR TO THE LISTING BEING PUBLISHED.

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4.2 To pay cooperating agents a commission rate as indicated in Section 4.2.1 or 4.2.2 below.

4.2.1 Please select your commission percentage rate offered from the dropdown list:

Commission is calculated as a percentage of the actual sale price based on the rate indicated.

4.2.2 We are occasionally asked if a flat dollar amount can be offered rather than a percentage rate. The answer is yes but please note this is more common with commercial properties and rare with residential so it may confuse agents. If you choose to offer a flat dollar amount please indicate the amount in the following box:

If you have indicated a percentage rate above please leave this box empty. NOTE: The minimum commission rate is 1%, thus any dollar amount must be equal to or greater than 1% of the asking price.

4.3 CO-BROKE POLICY FOR COOPERATING AGENT COMPENSATION

4.3.1 Massachusetts, Rhode Island and Connecticut have different titles for the various types of agents detailed in their applicable Agency Disclosure forms. Omegalistings.com, Inc. will be acting as a "Facilitator" for MA listings, a "Listing Agent" for RI listings and a "Seller's Agent" for CT listings.

4.3.2 The undersigned Seller grants to Omegalistings.com, Inc. the authority to list the property on the Multiple Listing Service (MLS) and in doing so offer compensation to Buyer's Agents & Facilitators.

4.3.3 Due to the "Vicarious Liabilities" (*defined below) to you the Seller, it is our company policy not to offer compensation to "Subagents" also known as "Seller's Agents" as defined on the Massachusetts Mandatory Licensee-Consumer Relationship Disclosure. This is not an issue for Rhode Island or Connecticut listings since they have eliminated "Subagents". **Vicarious liability is the potential for a seller to be held liable for a misrepresentation or an act or omission of the subagent if the seller authorizes the broker or salesperson to offer subagency in the signing of the Listing Agreement.*

4.3.4 Regardless of how compensated, Buyer's Agents represent the interests of Buyers, not Sellers.

4.4 PAYMENT OF COMMISSIONS

ANY COMMISSION OFFERED IS DUE PAYABLE TO THE BUYER'S AGENT'S OFFICE AND NOT TO OMEGALISTINGS.COM, INC* as an Additional Fee if any real estate agent (this will include Buyer's Agents or Facilitators), procures a Buyer ready, willing and able to buy said property, or any part thereof, in accordance with the price, terms and conditions of this Agreement, or such other price, terms and conditions as shall be acceptable to the Seller. Commission is paid only upon the closing of the sale. Under applicable law commissions due to cooperating agents must be paid to the agent's office and not to him/her personally. Said payment shall be made by the closing attorney and listed on the Settlement Statement. The commission shall still be due if the said property, or any part thereof, is sold within 30 days after the term of this Agreement to anyone who was introduced to the said property through the efforts of any real estate agent, excluding Omegalistings.com, Inc.*, prior to the expiration of said term. *Under no circumstances will Omegalistings.com, Inc. ever be due this fee.

5. LISTING DURATION

5.1 MLS requires an expiration date to be entered when submitting a listing. In accordance the initial period of this Agreement shall be for a term of 12 months to start the day it becomes active on MLS.

5.2 Sellers(s) may extend their active listing, free of charge, as many times as necessary until the property is sold. This policy exists for listings actively on the market and available for showings. NOTE: It is the seller's sole responsibility to record their expiration date and notify us of their intention to extend prior to expiring. We attempt to notify all sellers prior to expiration but cannot guarantee this and if a listing expires there is a short grace period of a few days allowed by MLS for us to reactivate and extend. Once that grace period passes we would need to enter a new listing and there would be an additional charge.

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5.3 Seller may terminate this agreement at any time and without penalty by simply notifying Omegalistings.com, Inc. in writing via email, fax or postal mail, however, the \$299.00 Listing Fee is non-refundable beginning the day the listing is published. Once a termination request is received the listing will be cancelled within one business day. If Seller decides to list with a full service Brokerage the listing with Omegalistings.com, Inc. must be cancelled first, so please allow ample time. To take advantage of our Money Back Referral Program please see website for details. Should the listing be cancelled by the Seller our guarantee to "list your home on MLS until it sells" will be void and an additional fee will be required to relist the property at a future time.

5.3.1 Section 4.2 & applicable subsections survive any termination by the Seller. In the event there is a sale pending with a buyer who was procured by a real estate agent the commission would still be payable under Section 4.2 once the closing occurs and the property is SOLD.

6. MLS REQUIREMENTS

6.1 MLS requires at least one (1) photo be submitted within 5 days of the listing's activation or they assess a fine of \$25.00, which will be passed on the Seller. Rhode Island State-Wide MLS requires that the primary (first) photo be of the exterior of the property, in most cases the frontal view of the dwelling. You may submit a maximum of 8 photos for RI, 13 for Cape/Islands, 30 for MA and 20 for CT.

6.2 MLS Rules and Regulations prohibit the use of "For Sale by Owner" (FSBO) yard signs. The Seller may post their own "For Sale" sign but not one that says "by Owner" or they may purchase an Omegalistings.com, Inc. For Sale sign (see Addendum A for pricing).

6.3 By signing this agreement you are agreeing to abide by and follow the Rules and Regulations set forth by MLS. A complete copy of the MLS Rules and Regulations is available on our site, there are a few items defined in the MLS Rules and Regulations that are finable offenses. All fines imposed by MLS on Omegalistings due to Seller's violation of the Rules and Regulations shall be paid by Seller. Omegalistings reserves the right to Temporarily Withdraw Seller's listing from MLS until fines are paid.

7. CORRESPONDENCE

Our normal business hours are Monday through Friday 9:00 AM to 5:00 PM. Any messages by either email or voicemail received after business hours will be addressed the following business day. For general questions our preferred method of communication is via email to info@omegalistings.com. This has served to reduce errors in the past and helps us guarantee accuracy. Additionally you will find our response time to emails is usually quicker than messages left in voicemail. This is because we can respond to emails even while all of our phone lines are in use. All revisions and change requests (i.e. adding Open House information, price changes, etc.) must be done on our website under the Existing Customers page, www.omegalistings.com/existingcustomers.htm.

8. SIGNS

Omegalistings.com, Inc. offers For Sale signs the Seller can customize to display their telephone number insuring calls will go directly to them at the cost of \$45.00. Shipping is provided free of charge via US postal mail to arrive within 2-3 business days.

9. LISTING CHANGES & ENHANCEMENTS

The following list details how to submit Changes &/or Enhancements to your listing.

9.1 As mentioned in Section 6.1 above at least one photo must be submitted within 5 days of the listing's activation. At your convenience you may submit additional photos, up to 30 to be displayed on the Massachusetts MLSPIN, up to 13 on Cape & Islands MLS, up to 8 on Rhode Island State-Wide MLS and up to 20 on Connecticut State-Wide MLS. Both RI & CT MLSs require the primary (first) photo to be of the exterior. Please send your photos to photos@omegalistings.com. Please note: MLS imposes a fee of \$25.00 if no photos are submitted within 5-days so we require at least one. Any fines imposed by MLS will be the responsibility of the Seller.

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9.2 Change requests must be submitted online at www.omegalistings.com/existingcustomers.htm. Changes received prior to 2:00pm are guaranteed to be made that business day. This means a change submitted on Friday after 2:00pm is not guaranteed to be made until the end of business Monday (or Tuesday if Monday is a Holiday) therefore please be sure to submit any changes for the weekend prior to 2:00pm on Friday, also keep in mind that the bonus sites will require an additional day or so to update the changes made to MLS. Changes requested after hours are considered as requested the following business day, therefore a request received at 9:00PM on Tuesday is not guaranteed to be made until the end of business Wednesday.

9.3 Open House information may be added to the MLS Listing, www.Boston.com, www.RILiving.com, www.CTReal.com and www.Realtor.com. The 3rd party sites upload this information from MLS and that may take 24 hours or more so to be sure your Open House is online for the weekend we recommend requesting it early in the week.

10. BONUS SITES

MLS allows automatic data transfers to several 3rd party Real Estate websites such as www.Boston.com, www.Realtor.com, www.CTReal.com and www.RILiving.com to name a few. We participate in these programs; however we have very limited control over these sites and as such cannot guarantee their reliability. Your fee to Omegalistings.com, Inc. is for the publishing to MLS only; any other site is purely a bonus subject to change without prior notice.

I/we the undersigned hereby acknowledge(s) that I/we have read, understand and consent to all of the terms and conditions provided herein by typing my/our name(s) in the boxes provided to serve as my/our "Electronic Signature(s)". This/these "Electronic Signature(s)" shall be considered my/our execution of this agreement and is/are as binding as a handwritten signature.

Owner/Seller Signature <i>Please type your full legal name in the box above.</i>	Email	Date
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Owner/Seller Signature <i>Please type your full legal name in the box above. (If there is only one Seller/Owner please enter N/A in this box.)</i>	Email	Date
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Please provide us with a minimum of two phone numbers for the convenience of setting up appointments.

Home Phone Number Public Use <input type="checkbox"/>	Mobile Phone Number Public Use <input type="checkbox"/>	Work Phone Number Public Use <input type="checkbox"/>
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Please check the box below each phone # that you want provided to the general public. If you do not check the box we will only use the # for our contact purposes.

REAL ESTATE AGENCY DISCLOSURE NOTICE
THIS IS NOT A CONTRACT

CONNECTICUT LAW REQUIRES THAT YOU BE GIVEN THIS NOTICE DISCLOSING WHICH PARTY THE REAL ESTATE LICENSEE REPRESENTS. THE PURPOSE OF SUCH DISCLOSURE IS TO ENABLE YOU TO MAKE INFORMED CHOICES ABOUT YOUR RELATIONSHIP WITH REAL ESTATE LICENSEES.

RIGHTS AND RESPONSIBILITIES

1. You have the responsibility to protect your own interests. Carefully read all agreements to make sure they accurately reflect your understanding. If you need additional advice for legal, tax, insurance or other such matters, it is your responsibility to consult a professional in those areas.
2. All real estate licensees, whether representing you or not, are obligated by law to treat all parties to a real estate transaction honestly and fairly.
3. Whether you are a buyer, lessee, seller or lessor, you can choose to have the advice, assistance and representation of your own real estate brokerage firm and its agents. Do not assume that a real estate brokerage firm or its agents are representing you or are acting on your behalf unless you have contracted in writing with the real estate brokerage firm.

ACKNOWLEDGMENTS

Our Firm, Omegalistings.com, Inc., represents Seller Buyer Both Buyer and Seller as a Dual Agent
(Print Firm Name) Lessor Lessee Both Lessor and Lessee as a Dual Agent
in this transaction.

Licensee: _____
Signature
Mark Cirignano
Print Licensee's Name

This Agency Disclosure Notice was presented to the person(s) named below on _____
Date

I have read both sides of this agency disclosure form. I understand that this form is for agency disclosure AND IS NOT A CONTRACT. It was provided to me by the agent named above.

Buyer/Lessee Acknowledgment *(To be signed by the buyer/lessee when the agent represents the seller/lessor; and by the seller/lessor and buyer/lessee when the agent is a dual agent.)*

Seller/Lessor Acknowledgment *(To be signed by the seller/lessor or seller/lessor's agent when the agent represents the buyer/lessee; and by the seller/lessor and buyer/lessee when the agent is a dual agent.)*

_____ Buyer/Lessee Signature	_____ Date	_____ Seller/Lessor or Agent's Signature	_____ Date
_____ Buyer/Lessee Name (Print)	_____ Date	_____ Seller/Lessor or Agent's Name (Print)	_____ Date
_____ Buyer/Lessee Signature	_____ Date	_____ Seller/Lessor Signature	_____ Date
_____ Buyer/Lessee Name (Print)	_____ Date	_____ Seller/Lessor Name (Print)	_____ Date

LESSOR AND LESSEE

Definition: "Lessor" means the person who rents or leases property to another.

Definition: "Lessee" means the person to whom property is rented or leased.

SELLER AGENCY

Definition: "Seller's Agent" means a real estate broker or real estate salesperson who acts in a fiduciary capacity for the seller and/or lessor in a real estate transaction.

When a seller or lessor enters into an agreement for representation with a seller's agent, the seller or lessor becomes the seller's agent's client. The seller or lessor may authorize the seller's agent to contact other brokers, including associates of other real estate firms, to represent the seller or lessor in marketing their property as seller's agents. This means both the seller's agent and these other brokers represent the seller or lessor. The seller's agent owes the seller or lessor undivided fiduciary obligations, such as: loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability. The seller's agent must put the seller's or lessor's interest first and negotiate for the best terms and conditions for the seller's agent's client.

BUYER AGENCY

Definition: "Buyer's Agent" means a real estate broker or real estate salesperson who acts in a fiduciary capacity for the buyer and/or lessee in a real estate transaction.

When a buyer or lessee enters into an agreement for representation with a buyer's agent, the buyer or lessee becomes the buyer's agent's client. The buyer or lessee may authorize the buyer's agent to contact other brokers, including associates of other real estate firms, to represent the buyer or lessee in locating property as buyer's agents. This means both the buyer's agent and these other brokers represent the buyer or lessee. The buyer's agent owes the buyer or lessee undivided fiduciary obligations, such as: loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability. The buyer's agent must put the buyer's or lessee's interest first and negotiate for the best terms and conditions for the buyer's agent's client.

DUAL AGENCY

Definition: "Dual Agent" means a real estate broker or real estate salesperson who acts in a fiduciary capacity for both the seller and buyer or lessor and lessee.

A dual agent may represent both the buyer and seller or lessor and lessee provided such dual agent obtains the informed consent of the parties. The dual agent is then considered a disclosed dual agent. The dual agent owes the buyer and seller or lessor and lessee a duty to deal with them fairly and honestly. In this type of agency relationship, the dual agent does not represent either the buyer and seller or lessor and lessee exclusively and the parties cannot expect the dual agent's undivided loyalty. The dual agent may not reveal any confidential information which would provide a negotiating advantage to either party except as authorized by either party or required by law.