

**FACILITATOR VARIABLE RATE EXCLUSIVE LISTING AGREEMENT
MULTIPLE LISTING SERVICE—RENTAL PROPERTY
LIMITED SERVICE (MLS ONLY)
Fax to 1-617-892-4187**

This Listing Agreement is by and between _____
("Owner/Management Company" hereinafter "Owner") and **Mildred N. Phillips, Attorney at Law** (known as Broker) and provides that, in consideration for the covenants contained herein, Owner hereby appoints Broker as Owner's exclusive Broker limited to listing the Property more fully described below.

1. PROPERTY: Owner hereby appoints Broker as Owner's exclusive Broker limited to list the Property described below, at the price described below, beginning the _____ day of _____, 200__ and terminating at **11:59 P.M.** the _____ day of _____, 200__ (Termination Date).

PROPERTY
ADDRESS: _____

Legal Description: _____

Tax Id. _____ Book: _____ Page: _____ (if Registered) Cert.

Num.: _____ County: _____ LISTING PRICE: \$ _____

The full legal description of said property is the same as is recorded with the Clerk of the County in which the property is located and is made a part of this Agreement by reference.

Owner warrants the property is connected by public sewer: Yes _____ (Owner's Initials)

No _____ (Owner's Initials)

FINANCING TERMS: NEW MORTGAGE _____ SELLER FINANCING OFFERED _____
FHA _____ VA _____ OTHER FINANCING _____

2. PERSONAL PROPERTY: Owner agrees to offer for rent through the services provided by Broker the property, fixtures and all improvements thereon.

3. LISTING PRICE—RENT: The Property and all improvements are offered for rent at daily, weekly, or monthly rent (collectively, "rent") of \$ _____. Owner is solely responsible for determining the appropriate rent.

4. OWNER'S OBLIGATIONS & BROKER COMPENSATION: The Property and all improvements thereon are offered for rent at the daily, weekly, or monthly rent. Owner reserves the right to amend the rent. Any changes to the rent will not be effective until submitted to Broker in writing, signed by Owner, and submitted to the Multiple Listing Service ("MLS") by Broker. Broker shall make any modifications and changes in the MLS pursuant to the MLS rules. Owner agrees to make the Property available to MLS Members at all reasonable hours for showing to prospective tenants during the term of this Agreement.

4A. COOPERATING COMMISSION: Owner has no obligation under MLS rules to offer cooperating commission on rental properties. However, Owner authorizes Broker to make an offer of cooperation to all participating Brokers in the MLS. Owner authorizes Broker to make an offer of compensation equal to the cooperating commission to all participating Brokers in the MLS who are acting solely as a Buyer's Agent or as a Facilitator ("Cooperating Broker"). Any changes to the cooperating commission will not be effective until submitted to Broker in writing, signed by Seller, and submitted to the MLS by Broker.

4B. BROKER'S FEES: Other than the non-refundable **\$399.00** fee Owner agrees to pay Broker, Owner is only required to pay a commission of \$_____ **[typically half month rent, however, you can offer a lower amount or no commission at all]** to a licensed Cooperating Broker. Owner must pay the cooperating commission if, during the term of this Agreement or the protection period, within 60 days after this listing expires, Owner rents the Property to a prospective tenant shown the Property by a Cooperating Broker. Upon the rental of the Property the cooperating commission will be paid to Cooperating Broker.

4C. PAYMENT OF COOPERATING COMMISSION: Owner must pay the cooperating commission if, within 60 days after this listing expires, Owner 1) enters into a contract to transfer the Property, or 2) transfers a legal or equitable interest (excluding a lease with no right to purchase) in the Property, to any prospective tenant shown the Property by a cooperating broker during the term of the listing. If such contract or transfer occurs while the Property is listed exclusively with another licensed Real Estate Broker, the provision of this sub-paragraph will not apply. Should Owner default in the performance of a sales contract signed by Owner and a prospective tenant, Owner must pay the cooperating commission as if the rental of the Property had been consummated, and any expenses, including reasonable attorneys fees, incurred in connection with such default or the enforcement of this Agreement. Broker will retain the listing fee in all circumstances, including, without limitation, when a tenant is found for the Property or in the event Owner is unable to rent the Property.

Under this Agreement, the Owner can rent his/her Property himself/herself to any tenant not procured or represented by a participating Real Estate Agent, in which case no Selling Agent commission is due.

Notice: The amount or rate of the real estate commission is not fixed by law. They are set by each Real Estate Agent individually and may be negotiable between the Owner and Real Estate Agent.

5. OWNER'S REQUIREMENTS: Owner shall provide Broker with all the Property information requested and represents that said information is true and accurate to the best of Owner's knowledge. Owner is responsible for any and all inaccuracies contained in the information provided to Broker and agrees to be responsible for any fines assessed by the MLS for any MLS infractions caused by Owner as stated below. Owner understands that Broker does not conduct any investigation of the Property to verify the information provided by Owner and is not responsible for the accuracy of the information. Broker shall input the Property information with the local MLS in accordance with local MLS rules and regulations. Broker shall complete a verification form setting forth all of the information provided by Seller and as input on the MLS. Owner agrees to review, verify and sign the form.

5A. Owner agrees to notify Broker, within 48 hours, in the event of any of the following:

- Owner enters into a contract to rent the property;**
- Owner wishes to change the listing price or cooperating commission;**
- Owner decides not to rent property.**

5B. Owner, upon entering into a rental agreement with a buyer, agrees to notify Broker within 48 hours of the fact that Property is under contract, and provides Broker with a fully executed copy of the rental agreement and all addendum thereto. The failure to do so may result in a fine, by the MLS, to Broker,

5C. Owner may not: Advertise the Property at a price that is lower than the Listing Price; or use the Broker's name or logo in any advertisement placed independently by Owner.

6. LISTING FEE: Owner agrees to pay at the time of entering into this Agreement and in the manner provided herein a **non-refundable** listing fee of **\$399.00** for the initial term of this Agreement. Should a participating Real Estate Agent procure a tenant who is ready, able and willing to rent the described Property for the price identified in paragraph #3 of this Agreement the rental to such a tenant must occur. The listing fee charged is for placing the initial information into the MLS. There are no other fees charged

for subsequent changes made to the information provided to the MLS or cancellation of the listing. **Once the listing is placed on the MLS the listing fee is non-refundable. If MLS service is cancelled by Owner prior to the listing being activated on the MLS a \$75.00 administration charge will apply and the balance of the listing fee will be refunded to Owner.**

7. BROKER'S SERVICES: The Broker's services are strictly limited to the following:

List the Property on the Multiple Listing Service (MLS), for the terms of this Agreement, up to a maximum of 6 months.

8. BROKER SHALL NOT BE AN ESCROW AGENT: Other than the service fee paid by Owner for the Broker's services, Owner shall not tender to Broker or any Broker/Agent employed by Broker, at any time, any money for deposit or to hold on Owner's or Tenant's behalf. Broker/Agent employees are expressly prohibited from accepting any money from Owner. Owner shall not execute a rental agreement that stipulates or requires Broker to hold earnest money or a possession escrow.

9. OWNER'S MANDATORY DISCLOSURES: Owner understands that **Owner has a duty under law to disclose** to a potential tenant facts known to the Owner which affects materially and adversely affect the habitability and value of the Property, including violations of governmental laws, rules and regulations, and which are not readily observable by a tenant. Owner understands that **state law** requires Broker to disclose to any tenant all facts, which materially and adversely affect the habitability and value of the Property actually known by Broker, which are not readily observable by any tenant. Owner understands that a licensed Real Estate Broker or Salesperson ("licensee") working with a tenant may represent that tenant, and may be required to disclose to the tenant any information given to him/her by Owner. Broker shall not be responsible for making any disclosure to tenant. Owner expressly releases Broker from any responsibility or liability regarding disclosure requirements whether required by statute or otherwise. Broker recommends that Seller consult with legal counsel concerning Owner's disclosure requirements or the completion of any disclosure form. Owner agrees to indemnify and hold Broker harmless for any violation of any ordinance, regulation, statute or law regarding Owner's disclosure obligations.

10. REPRESENTATIONS: Owner represents, warrants and agrees as follows: Owner understands that he/she must comply with all federal, state and local laws concerning fair housing. Owner acknowledges that federal, state, and local laws prohibit discrimination in the sale or rental of property based on race, color, religion, sex, disability, familial status, or national origin. Owner cannot instruct Broker or any person acting as Owner's agent to convey on behalf of Owner any limitations in the rental of the Property based upon any of the foregoing as Broker is also bound by the law not to discriminate.

10A. All persons and/or entities authorized to sell/rent the Property have signed this Agreement, and the undersigned signature(s) include all person(s) and/or entities, or their duly authorized representatives, who have an ownership interest in the Property. If the individual signing this Agreement is acting in a representative capacity, such individual certifies that he/she is legally authorized to enter into this Agreement.

10B. Owner has given Broker the information regarding the Property to appear on the MLS. Owner understands that the Property information will be included in the MLS. Such information is accurate and complete and does not omit or fail to disclose any material defects regarding the Property known to Owner.

10C. Owner shall indemnify, defend and hold broker harmless from and against any and all claims, demands, suits, damages, liability, losses or expenses (including reasonable attorneys fees) arising out of any misrepresentation, nondisclosure, concealment nonperformance of any purchase/sale agreement, or payment of any commissions by Owner in connection with the sale of the Property, including without limitation, the inaccuracy or incompleteness of any information provided by Owner for listing on the MLS.

Owner is solely responsible for any complaints made by a tenant or prospective tenant before or after possession of the Property with respect to any defects in the Property.

11. LOCK BOX (PURCHASE): At Owner's option, Owner may purchase a combination lock box system from a retail outlet. Owner shall hold Broker harmless from any and all liability, claim, judgment, obligations or demands, including reasonable attorneys fees, arising as a result of the lock box. Owner should remove or safeguard personal valuables while the lock box is being used. If the Property is currently being leased, Owner must comply with local laws regarding access to the premises and, in most states, advise tenants of the foregoing and obtain tenants authorization consenting to the use of a lock box, for access to the Property.

12. OWNERS OF MULTIPLE PROPERTIES: A single owner renting multiple Properties in the same subdivision, complex or building, must list each Property individually with Broker.

13. LIMITATION OF BROKER'S LIABILITY: Owner agrees that the limit of Broker's liability under this Agreement and/or related to Broker's performance of the services mentioned herein is strictly limited to the service fee paid to Broker by Owner and no more.

14. TERMINATION OF AGREEMENT: There is no termination fee in the event the Owner decides to withdraw his/her Property from the market by giving written notice to Broker at any time there is not then a contract pending on the Property involving a tenant who was procured by a participating licensed Real Estate Agent. A refund, minus a \$75.00 administrative charge, will only be provided if the listing is cancelled before the property listing is entered into the Multiple Listing Service (MLS) or in the event that Broker does not accept this Agreement. You the Owner will be provided a copy of the MLS Listing. Broker does not guarantee the rental of your property. **Once your property is listed on the MLS, the listing fee has been earned by Broker and there will be no refund available.**

15. ATTORNEYS FEES & COSTS: If a dispute arises by and between the parties or involving the subject matter of this Agreement and litigation is commenced to enforce the provisions herein or interpret the provisions herein, the prevailing party shall be due its reasonable attorneys fees and litigation costs, including appellate attorneys fees & costs by the non prevailing party.

16. OWNER'S ACKNOWLEDGMENT OF BROKER'S LIMITED DUTIES: This Agreement creates an Exclusive Agreement to market Owner's Property and limits the performance requirements of Broker as set forth herein. Broker has no obligation to prepare or negotiate, on Owner's behalf, a rental agreement. Owner acknowledges that renting the property may be complicated and may require professional legal assistance. Owner agrees to obtain assistance, as Owner deems necessary. No other agreement, expressed or implied, shall be held to impose any greater relationship than that set forth herein. Owner waives any claim or cause of action it may have against Broker, its owners, agents and employees arising as a result of any act or omission of Broker. Owner accepts the responsibility to comply with all ordinances, regulations and statutes pertaining to Owner's offer for rent and rental of the Property. Owner does not waive any rights guaranteed by the regulations and statutes of the State in which those rights cannot be voluntarily waived.

16A. Broker is not charged with any responsibility or custody of the Property, its management, maintenance, upkeep or repair. If permitted or unless otherwise directed by Owner, Broker may provide Owner's address and telephone number in the MLS and all affiliated web sites. Local laws govern the use of lawn signs. Owner should be aware of local regulations or should consult with local authorities prior to placing a sign.

16B. Using the services of Broker do not create any agency or other relationship between you and Broker. Broker does not owe you any fiduciary or other duty. Broker does not actually represent you.

16C. Broker's service consists of Ministerial Acts, acts that a Broker or affiliated licensee performs for a

person that do not require discretion or the exercise of the Broker's or affiliated licensee's own judgment.

Broker will provide such Ministerial Acts as stated in the service list of the particular product you purchase. Such acts may include one or more of the following: submitting the information you provide to the multiple listing service; providing you with pre-printed forms; providing you with names of local lender, inspectors, attorneys, insurance agents, surveyors, schools, shopping facilities, places of worship, and such other like or similar services. None of the Ministerial Acts performed by Broker shall be constructed in such a manner as to form a brokerage engagement with you.

16D. Broker does not provide assistance in any manner that would require it or its principles to exercise discretion or judgment. Examples of services that are not provided include: suggesting a rental price, negotiation of the rental agreement. There have been isolated instances of reported burglaries of homes on which lockboxes have been placed and for which the lockbox has been alleged to have been used to access the home. In order to minimize the risk of misuse of the lockbox Broker recommends against the use of lockboxes on door handles that can be unscrewed from the outside or on other parts of the home from which the lockbox can be easily removed. Since others will have access to your property you should remove all valuables or put them in a secure place.

16E. Broker works to maintain her web site and services, but is not responsible for defects that may exist within her web site or any resulting loss of profits or other damages. Broker attempts to accurately enter the information you provide into the multiple listing service. However, Broker does not guarantee error-free service. If you discover any error you must promptly notify Broker so the error can be remedied. Broker is not responsible for any loss or damage suffered by the error.

Broker shall under no circumstances have any liability greater than the amount it received from you for its services. You agree to hold Broker harmless from any and all claims, causes of action, or damages arising out of or relating to your providing incomplete and/or inaccurate information to Broker.

17. NO GUARANTEE OF RENTAL OF PROPERTY: Owner understands that this Agreement does not guarantee the rental of the Property.

18. FACSIMILE AND E-MAIL SIGNATURES: The Broker and Owner agree that if this Agreement is sent or returned via facsimile or e-mail, such facsimile or e-mail document shall have the same legal effect as an original document and that the signature shall have the same binding effect as an original signature.

19. ASSIGNMENT: This Agreement may not be assigned by the Owner without the express written consent of Broker.

20. BINDING: This Agreement shall be binding upon the parties hereto and respective heirs, personal representatives, successors and assigns.

21. PRIOR AGREEMENTS: This Agreement supersedes all other Agreements entered into between the parties and in the event there is a conflict between this Agreement and any other Agreement between the parties hereto the terms and provisions of this Agreement shall control and be binding upon the parties.

22. SEPARABILITY CLAUSE: In the event any part of this Agreement shall be held invalid, such invalidity shall not invalidate the whole agreement, but the remaining provisions of this Agreement shall continue to be valid and binding and deemed to reflect fairly the intent and understanding of the Owner and the Broker in executing this Agreement.

23. ENTIRE AGREEMENT: This Agreement contains all covenants between the parties and may only be modified by writing signed by all parties hereto. There are no oral representations made that are not contained herein and no oral modifications of this Agreement are allowed.

THIS IS A LEGALLY BINDING CONTRACT. ASK TO HAVE EACH TERM YOU DO NOT UNDERSTAND FULLY EXPLAINED TO YOU SO THAT YOU UNDERSTAND THE AGREEMENT YOU ARE MAKING.

By signing this Agreement, Owner acknowledges that (1) Owner has read all provisions and disclosures made herein before signing, (2) Owner understands all such provisions and disclosures and has entered into this Agreement voluntarily, (3) Owner has received a copy of Massachusetts Mandatory Licensee-Consumer Relationship Disclosure form.

For Owners

By its representative

By its representative

Owner's Signature

Owner's Signature

Date

Date

BROKER'S SIGNATURE: _____

LISTING ACCEPTED ON: _____