

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

ML# 1059814

This is a legally binding contract, if not fully understood seek competent legal advice before signing.

This Exclusive Right to Sell Listing Agreement, hereinafter referred to as "Agreement", is between Pamala Costa Richard Costa, hereinafter referred to as "Seller", and Emerald City Realty, Licensed Real Estate Broker, hereinafter referred to as "Principal Broker".

Seller hereby gives to Principal Broker the sole and exclusive right to sell the property located at 35 Gaby Lane New Rochelle, NY 10804, hereinafter referred to as "Property", said Property being described in the attached addendum, which, when reviewed and signed by Seller, will become part of this Agreement. Seller agrees that within _____ days Seller will review and approve the accuracy of the Property listing as it appears in the NY State MLS. A copy of the Property listing will be provided by the Principal Broker via fax, email or mail and Seller will advise the Principal Broker of any necessary changes. Information on said attached addendum is deemed reliable but not guaranteed by the Seller or Seller's representative(s). The listing price of Property shall be \$ 600,000.

Seller authorizes Principal Broker to submit this listing information to the NY State MLS, a multiple listing service, within 48 hours of the start date of the contract and to make an offer of cooperation to all participants in the NY State MLS and to any other licensed broker(s) with whom the Principal Broker deems that cooperation is in the seller's interest.

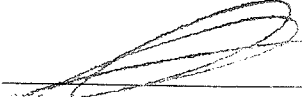
The listing shall start on 11/29/18 and end 11/29/2020 at midnight.

Seller agrees to pay to the Principal Broker a brokerage fee of 6 of the selling price when earned and in no event later than the time of closing if a purchase offer is accepted by the Seller during the above listing period or any extension thereof. Seller and Principal Broker further agree that if subject property is sold, exchanged, conveyed or contracted to be sold, exchanged or conveyed to anyone during said listing period the Principal Broker shall be entitled to the aforementioned brokerage commission.


Seller agrees to allow Principal Broker to compensate any NY State MLS member broker(s) who may participate in the sale of the Property. Seller hereby authorizes the Principal Broker to offer the following compensation to be a portion of the agreed upon commission or other compensation:

- 10% commission to a Buyer's agent
- 1% commission to a Broker's agent
- 0% commission to a sub-agent.

The Principal Broker may compensate any broker who is not a member of NY State MLS at the Principal Broker's sole discretion. However, Seller is entitled to disclosure of any such compensation arrangement. Seller also agrees if a sale of the Property is made within 120 days after the expiration date of this agreement to any purchaser to whom the Property was shown by anyone during the term of this agreement, the said brokerage fee, as indicated above, will be paid to the Principal Broker. However, the Seller shall not be obligated to pay such brokerage fee if the Property is listed in writing with another licensed real estate broker during such 120 day period.



Principal Broker
Initial & Date



Seller
Initial & Date

During the term of this Agreement:

1. Seller hereby authorizes the Principal Broker to make and use photographs and promotional material of the Property for advertising as the Principal Broker may deem advisable, and these promotional materials shall be and remain the sole property of the Principal Broker.
 2. Seller grants to the Principal Broker the sole and exclusive right to affix and maintain the Principle Broker's "For Sale" sign on the Property: Yes No (check "Yes" or "No")
 3. Seller agrees to refer any and all inquiries concerning the Property to the Principal Broker.
 4. Seller agrees to accept a binder or purchase contract for cash or contingent on the purchaser's ability to obtain conventional financing, providing any and all other contingencies in the binder or purchase agreement are acceptable to Seller.
 5. Seller agrees not to rent or lease the Property during the term of this Agreement.
 6. Seller agrees that a lock box supplied by Principal Broker shall be installed: Yes No
- Seller and Principal Broker agree that the Property is listed in full compliance with local, state and federal Fair Housing Laws, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap, familial status, or national origin.

Seller elects that any offers to purchase the Property and all negotiations shall be submitted by the Listing Broker or authorized agent of Principal Broker.

(Listing or Selling)

Seller understands that any cooperating broker (subagent, buyer-agent or broker agent) or his representative has the right to participate in the presentation to the Seller of any offer to purchase secured or obtained by said cooperating broker. Said cooperating broker or their agent does NOT have the right to be present at any discussion or evaluation of that offer between the Seller and the Principal Broker. However, if the Seller gives written instructions to the Principal Broker that the cooperating broker NOT be present when an offer that the cooperating broker has secured is presented, the cooperating broker has the right to a copy of the seller's written instructions but may NOT be in attendance at the presentation of said offer. None of the foregoing diminishes the Principal Broker's right to control the establishment of appointments for such presentations.

Seller hereby authorizes the Principal Broker to continue to submit all offers to Seller until: (initial one)

- None
1. Seller has fully executed formal contract
 2. Closing on Property

Seller hereby authorizes the Principal Broker to obtain a copy of the contract of sale, including any contract revisions or modifications, from the Seller's attorney.

The undersigned Principal Broker agrees to make diligent efforts to effect a sale of said Property. Seller authorizes the Principal Broker to use his/her discretion in determining the appropriate marketing approach, unless a specific marketing plan is signed by the parties to this Agreement and attached hereto.

Rule 175.24 of the Rules and Regulations under article 12A of the Real Property Law requires the following explanation:

An "Exclusive Agency" listing means that if you, the owner of the property, find a buyer, you will not have to pay a commission to the broker, however, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

An "Exclusive Right to Sell" listing means that if you, the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.

This listing Agreement shall remain in effect until the property is sold, the listing term expires or upon the written agreement to terminate the listing by both the Seller(s) and the Principal Broker (Licensed Real Estate Broker named herein).

I/We understand the above explanations and all terms of this Agreement.

SELLER: Pamela S. Costa Principal Broker: 11/29/18
SELLER: Rosalia Costa Date signed by Seller: [Signature]

This form is supplied to NY State MLS participant members as a courtesy of the NY State MLS. However, nothing herein shall be construed as making NY State MLS an agent of the Seller, as NY State MLS acts solely as a distributor of this information.

NYStateMLS.com-Listing #:

10558814

Single Family Detached

NY State MLS



County: Westchester List Price: 600,000
 Township: _____ Status: Active
 School Dist: New Rochelle Old List Price: _____
 Zone: _____ Days on Market: _____
 Parcel ID: 13630
 Deed Book/Page: _____ Owner Name: Pamela Costello
 Ownership Rights Off: _____
 Type of Sale: _____

Address: 35 Gaby Ln
New Rochelle NY 10804

Property Details		
Basic Info	Above Ground Living Space	Below Ground Living Space
Residential Style: <u>Split</u>	# Bedrooms: <u>4</u>	Basement Type: <u>Full</u>
Condition: _____	# Full Baths: <u>2</u>	Basement Feat: _____
Current Occp: _____	# Half Baths: <u>1</u>	Basement Area: _____
Year Built: _____	1st Floor (sq. ft): _____	# Bedrooms: _____
# Stories: <u>4</u>	2nd Floor (sq. ft): _____	# Bathrooms: _____
Lot Size (acres): <u>0.27</u>	3rd Floor (sq. ft): _____	Kitchen: _____
Finished Sq Ft: _____	Total finished (sq. ft): <u>2300</u>	Family Room: _____
	Attic Access: _____	Basement Description: _____
	Type: _____	

Property Features		
Construction Quality	Amenities	Utilities
Kitch. Countertop: _____	Garage Type: <u>attached</u>	Heat Type: <u>Gas</u>
Appliances: _____	# Garage Spac: <u>1</u>	Heat Fuel: <u>HW</u>
Flooring Type: _____	# Fireplaces: <u>1</u>	Electric CO: _____
Siding Type: _____	Stove Type: _____	Electric Type: _____
Roof Surface Type: _____	Pool: _____	Natural Gas Avail: _____
	Exterior Amen: _____	Central AC: _____
	Outbuilding: _____	Water Source: _____
		Sewer Type: _____

View and Lot Features		
View: <u>No</u>	Body of Water Name: _____	Near School: _____
Waterfront: _____	Near Transit: _____	

Tax Info		
School Tax: _____	City Tax: _____	Exemption Included: <u>No</u>
Town/County Tax: _____	Village Tax: _____	Total Tax: <u>18,636</u>

PUD or HOA Information		
HOA: _____	HOA Name: _____	Building Name: _____
Monthly Fee: _____	HOA Contact #: _____	HOA Develop. Name: _____

Broker Information		
Listing Type: <u>Short Sale</u>	Rent Date: <u>0</u>	Sub Agt. Comm: <u>0</u>
Listing Date: <u>11/29/18</u>	Sale Date: _____	Bonus Amount: _____
Expir. Date: <u>11/29/2020</u>	Broker's Comm: <u>1%</u>	Access to Property: <u>Yes</u>
Contract Date: _____	Buyer's Comm: <u>1%</u>	

Confidential Remarks / Detailed Remarks

Remarks: Short Sale subject to lender's approval. All cash offers must have POI, Finance offers must have pre-approval. All offers must be submitted on our company specific sales binder with all required documentation. Sales binder obtained at emeraldcityhomesales.com. Send all offers to offers@emeraldcityhomesales.com