

# PATRICK LILLY TEAM



## EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

ML# \_\_\_\_\_

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

This agreement is between Michael Israels\* herein referred to as **Seller** and Patrick Lilly Team LLC, Patrick V Lilly **Seller(s)** Licensed Real Estate Broker, herein referred to as **Principal Broker**.  
Company & Principal Broker

**Seller** hereby gives to the Principal Broker the sole and exclusive right to sell the property located at \_\_\_\_\_  
27 Manchester Road Eastchester, NY 10709 A+IR (Legal ZB)\* as described in the

attached addendum, which when reviewed and signed by Seller will become part of the agreement. Seller agrees that within 7 days they will review and approve the accuracy of the MLS listing as it appears on the service. A copy of the listing will be provided by the Principal Broker via fax, email or mail and the seller will advise the Principal Broker of any necessary changes. Information on said addendum is deemed reliable but not guaranteed by the Seller's representative. The listing price of subject property shall be \$ 350,000

\* 67 shares of Interlaken Owners Inc (co-op)  
**Seller** authorizes Principal Broker to submit this listing information to the Columbia Greene MLS within 48 hours of the start date of the contract and to make an offer of cooperation to all participants in the MLS and to any other licensed broker with whom the Principal Broker deems is in the seller's interest.

The listing shall start on May 1, 2024 and end November 1, 2024 at midnight.

**Seller** agrees to pay to the Principal Broker a brokerage fee of 5% of the selling price when earned and in no event later than the time of closing as herein negotiated if a purchase offer is accepted by the Seller during the above period or extension thereof. If the purchaser is not represented by a buyer's agent, seller agrees to pay to the Principal Broker a brokerage fee of 4% of the selling price when earned and no later than the time of closing.

**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 term the Principal Broker shall be entitled to the aforementioned brokerage fee.

**Seller** agrees to allow Principal Broker to compensate any Columbia Greene MLS member Brokers who may participate in the sale of subject property.

**Seller** hereby authorizes the Principal Broker to offer the following compensation to be a portion of the agreed upon commission or other compensation.  
2.25% Commission to a Buyer's agent 0 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 Columbia Greene MLS at the Principal Broker's sole discretion.

**Seller** also agrees if a sale of subject property is made within 90 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 subject property is listed in writing with another licensed real estate broker during such 90 days.

OWNER understands that if OWNER terminates the Principal Broker's authority prior to the expiration of its term, that the Principal Broker shall retain its contract rights to a commission and recovery of advertising expenses and any other damages incurred by reason of OWNER'S early termination of this agreement.

PL April 26, 2024 Principal Broker Initial & Date [Signature] 4/25/24 Seller Initial & Date

\* as executor of the Estate of

**During the term of this Agreement:**

1. **Seller** hereby authorizes the Principal Broker to make and use photographs and promotional material of the subject property for advertising as the Principal Broker may deem advisable, and these shall be the sole property of the Principal Broker.
2. **Seller** grants to the **Principal** Broker the sole and exclusive right to affix and maintain the Principal Broker's "For Sale" sign on the subject property.
3. **Seller** agrees to refer any and all inquiries concerning the subject 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 other contingencies in the binder or purchase agreement are acceptable to Seller.
5. **Seller** agrees not to rent or lease the subject property during the term of this agreement.
6. **Seller** agrees that a MLS authorized lock box shall be installed    Yes    No

**Seller** and Principal Broker agree that the subject 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, disability, familial status, or national origin, age, marital status, military status, sexual orientation or identity, and agree to abide by said laws.

**Seller** elects that any offers to purchase the subject property and all negotiations shall be submitted by the \_\_\_\_\_ Listing \_\_\_\_\_ Principal Broker or authorized agent of Principal Broker.  
( Listing or Selling)

**Seller** authorizes Principal Broker to disclose the existence of any offer(s) to other buyer's agent(s)   yes   no

**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 he secures to purchase. He does not have the right to be present at any discussion or evaluation of that offer by 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. 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)  
\_\_\_\_\_ 1. **Seller** has fully executed formal contract  
\_\_\_\_\_ 2. Closing on subject property

**Seller** hereby authorizes the Principal Broker to obtain a copy of the contract of sale and any revisions 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.

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 Michael J. Ismael \* Principal Broker Patrick V. Lilly Date 04 / 26 / 2024

SELLER \_\_\_\_\_ Date signed by Seller 04 / 25 / 24

*\* see p. 1*





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## **New York State Disclosure Form for Buyer and Seller**

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### **THIS IS NOT A CONTRACT**

*New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

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### **Disclosure Regarding Real Estate Agency Relationships**

#### **Seller's Agent**

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

#### **Buyer's Agent**

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not consistent with the agent's fiduciary duties to the buyer.

#### **Broker's Agents**

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

#### **Dual Agent**

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

#### **Dual Agent with Designated Sales Agents**

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Patrick V. Lilly of Patrick Lilly Team LLC  
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

- Seller as a (check relationship below)
  - Seller's Agent
  - Broker's Agent
- Buyer as a (check relationship below)
  - Buyer's Agent
  - Broker's Agent
- Dual Agent
- Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance Informed Consent Dual Agency
- Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the buyer; and \_\_\_\_\_ is appointed to represent the seller in this transaction.

(I) (We) Michael Israels\* acknowledge receipt of a copy of this disclosure form:

Signature of  Buyer(s) and/or  Seller(s):  
Michael J. Israels\*

Date: 04/26/24

Date: \_\_\_\_\_





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## **New York State Housing and Anti-Discrimination Disclosure Form**

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Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

### **Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:**

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

### **YOU HAVE THE RIGHT TO FILE A COMPLAINT**

**If you believe you have been the victim of housing discrimination** you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: [www.dhr.ny.gov](http://www.dhr.ny.gov);
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website [https://www.dos.ny.gov/licensing/complaint\\_links.html](https://www.dos.ny.gov/licensing/complaint_links.html)
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



# Division of Licensing Services

Department of State, Division of Licensing Service  
(518) 474-442  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Right  
(888) 392-364

## New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Patrick V. Lilly (print name of Real Estate Salesperson or Broker) of Patrick Lilly Team LLC (print name of Real Estate company, firm or brokerage)

(I)(We) Michael Israels

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature Michael T. Israels\* Date: 4/26/24

\* see p.1

Buyer/Tenant/Seller/Landlord Signature \_\_\_\_\_ Date: \_\_\_\_\_

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure