

June 13 2024

Thomas and Loredana
108 North Smith Road
Verbank, NY 12540

RE: 108 North Smith Road Verbank, NY 12540 (the "Property")
Hudson Valley Exclusive Right-to-Sell: House

Dear Thomas and Loradana Delventhal,

Through Stephan S Delventhal ("Listing Agent"), you have employed Brown Harris Stevens Hudson Valley, LLC ("BHS" or "we") to provide you with exclusive marketing services for the sale of the above-captioned Property.

The terms of this Agreement are as follows:

1. This Agreement shall be effective upon execution by BHS and you and shall continue in full force and effect until November 1st 2024, unless otherwise extended or modified by separate written agreement by the parties (the "Term").
2. We are authorized to offer the Property for sale at a price of \$1,399,000.00 You have advised us of the current real estate taxes of \$956.27/month, and you will promptly notify us of any changes in these charges. You agree we may rely on all information you provide us about the Property.
3. If the Property is sold pursuant to this Agreement to a Buyer and no other real estate agent, other than the Listing Agent above, is involved, our commission due and payable by you at Closing will be 6% of the total sale price. If the Buyer is represented by a Buyer's Broker (which may include any other BHS agent, other than your Listing Agent), you agree to pay the Buyer's Broker 2% of the total sale price at Closing and you agree to pay BHS 4% of the total sale price at Closing for our listing broker services. In no event shall the total Commissions payable by you exceed 6% of the total sale price. If an offer is pending, any change to the Buyer's Broker's commission requires the consent of the Buyer's Broker.
4. We will offer the Property through our own organization and direct and oversee its sale. We will report to you so that you are informed of all pertinent developments. We will arrange whatever appointments may be necessary to show the Property to prospective purchasers at times convenient to you. We will handle all negotiations and submit to you any offers that we receive. Note, New York State Penal Law 250 prohibits the recording

of conversations without the consent of at least party thereto by a person not present by the means of any instrument or device. To avoid issues, if you have audio security devices in your Property, please disable them during any showings or visits.

5. As part of our marketing campaign, we will advertise the Property, at our expense, and photograph it for marketing purposes. Our advertising includes hosting your Property on our BHS website and feeding it to a large number of local, national and international real estate news and listings websites. You authorize us to create and direct all advertising and marketing. You agree that no other advertising or marketing, including listings on the internet, will be permitted unless we specifically authorize it. You represent that any art in marketing photographs may be used for these purposes. All photographs and other marketing materials belong to us or our vendors and may not be re-used by you or any other broker. You agree that the Property's address may be displayed and that mapping features on websites may show the Property's location. If you withdraw the Property from the market for sale prior to the expiration of the Term, you agree to reimburse BHS for any advertising expenses incurred during the listing period.
6. You hereby authorize us, unless otherwise specified by you in this Agreement, to solicit the cooperation of other licensed real estate brokers, including OneKey, Columbia Greene Northern Dutchess Listing System, (any of which, the "MLS") members, who will act as Buyer's Broker for the prospective purchasers. We will work with them on a cooperating basis. The solicitation of MLS members will take place simultaneously with any showing, web site placement or advertising of the Property.
7. During the Term, you agree to refer to us all inquiries, proposals and offers you receive regarding the Property, including, but not limited to, those from principals and other brokers. You agree to conduct all negotiations with respect to the sale, rent or other disposition of the Property exclusively through our firm. You agree that BHS shall not be required to allow a co-brokering agent to participate in the presentation of offers to you and all agents shall be required to present offers and negotiate only through your BHS listing agent. If you withdraw the Property from the market prior to expiration of the Term, you are not entitled to re-list the Property with any other real estate broker for the unexpired term of this Agreement.
8. After the expiration of the Term, we shall deliver to you in writing a list with the names of parties who inspected the Property during the term. If within ninety (90) days after the expiration of the Term, a contract of sale or memorandum of sale is entered into or agreed upon to sell the Property to a party or its designee on said list, or if a contract has been signed at the time of expiration, we shall be entitled, upon closing of sale, to the commission provided for in paragraph three (3) of this Agreement. You agree that if a new exclusive listing agreement is executed with another exclusive broker (the "New Exclusive Broker"), you will notify the New Exclusive Broker of this provision and we may continue to show and negotiate directly with you, without the New Exclusive Broker, with respect to the customers on the list during the ninety (90) day protected period.
9. In the unlikely event that you retain any deposit paid to you pursuant to a contract of sale signed by a person introduced during the term of this Agreement, you agree to pay the BHS commission percentage in Paragraph 3 of that amount to BHS. This payment shall be

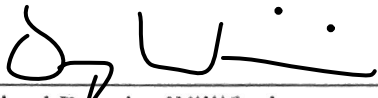
non-refundable; however, this payment shall be credited toward the partial satisfaction of our commission that may subsequently become due to us under this Agreement for another contract of sale signed within 12 months of the first contract of sale.


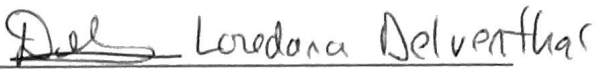
10. You represent that you are the owner of the Property, that you hold the deed to the Property in your name, and that you are authorized to enter into this Agreement and sell the Property, without the consent of any other party or person. To the best of your knowledge, the Property is legally authorized for residential use. You represent that you have and will maintain homeowners insurance during the Term. You represent that the Property is not currently listed with any other broker and that you will not list it with any other broker during the Term.
11. We have explained to you the Lead Paint Disclosure, Agency Disclosure, and Housing and Anti-Discrimination forms listed below, which we are legally obligated to present to you. Please review them, ask us any questions, and sign all these documents. *BHS supports equal opportunity in housing for all people. Please review our Fair Housing Policy at <https://www.bhsusa.com/terms-of-use#fair-housing>.* Pursuant to Article 14 of the New York State Real Property law, all sellers of 1-4 family residences must provide buyers with detailed Disclosure Statements before entry into binding contracts.
12. Explanation: An “exclusive right to sell” listing means if you, the owner of the property, find a buyer for your home, or if another broker finds a buyer, you must pay the agreed upon commission to BHS, the present broker. 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 to us, your present broker.
13. When another BHS agent brings a purchaser to your Property, a dual agent with designated sales agent relationship is established. In these instances, your BHS Listing Agent will represent your interests and the BHS Buyer’s agent will represent the Buyer’s interests and will be considered a Buyer’s Broker.
14. This Agreement represents your and our complete understanding regarding the terms of our engagement to sell your Property and supersedes any prior discussions. It may only be changed or modified in a writing signed by all parties. This Agreement is binding upon both parties’ successors and assigns.
15. This Agreement may be executed in counterparts and such counterparts shall together constitute but one and the same agreement. A scanned PDF or electronically signed copy of the Agreement shall be deemed an original.
16. Pursuant to Section 294-B of the New York State Real Property Law, at the time of closing, you may be required to deposit the broker’s commission with the county clerk in the event that you do not pay the broker its commission as set forth herein. Your obligation to deposit the broker’s commission with the county clerk may be waived by the broker.

We thank you for the opportunity to be of service to you in the sale of your Property. Brown Harris Stevens is committed to presenting your Property to as many well-qualified customers as possible and selling your Property at the best price in the shortest time.

Brown Harris Stevens Hudson Valley, LLC

Agreed To and Accepted:

By: 
Michael Douglas Williford
EVP, Managing Director of Sales
Date: June 14 2024

By: 
[Seller's Name]
Date:
By: 
[Seller's Name]
Date: June 14 2024

Attachments: New York State Disclosure Regarding Real Estate Agency Relationships
New York State Housing and Anti-Discrimination Disclosure Form
Lead Paint Disclosure Form
Publication: "Protect Your Family from Lead in Your Home"