

**Corley Real Estate** (NYS DOS Lic. No. 10991238898) is pleased to provide you our marketing and brokerage services for the sale of **48 East 91st Street Brooklyn New York 11212** ( the “Property”) in accordance with the following:

1. You hereby grant us the exclusive right to sell the Property. Our Agreement will be effective the date it was fully executed and will terminate on September 30, 2024.
2. You represent to us that you are either the owner of the Property or their appointed Agent, Executor, Guardian or Administrator and fully authorized to offer the Property for sale and enter into this Agreement. You authorize us to offer the Property for sale at the price set forth below or subsequently authorize by you in writing and you agree that we may rely on all information you provided to us about the property.
3. Upon signing this Agreement, you authorize us - unless otherwise specified by you in writing - to immediately disseminate the listing information to the public; and to simultaneously solicit the cooperation of other duly licensed real estate brokers in New York City to act as agents for prospective purchasers. You understand that we represent you except if another Corley Real Estate agent represents the buyer. In that case, Corley Real Estate will be a dual agent with designated agents representing the seller and buyer. In all instances, Corley Real Estate will treat all parties fairly and honestly. A description of the different types of Agency relationships can be found on page 3 of this Agreement.
4. We agree to offer the Property for sale; advertise it; photograph (if appropriate) for advertising purposes; produce floor plans; arrange inspections; and submit to you and negotiate all offers made by prospective purchasers. We agree to advertise the Property at our expense, including listing the Property on corleyre.com, zillow.com, homes.com, New York State MLS and other real estate websites. You authorize us to create and direct all advertising and marketing. You agree that no other advertising or marketing, including listing on the Internet, by you or others will be prohibited unless we specifically authorize it.
5. During the term of this Agreement, you agree to refer to us all inquires, 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 us.
6. In the event the Property is sold pursuant to this Agreement, you agree to pay us a commission equal to five percent 5% of the sale price. If a sale is consummated through a co-broker, the five percent 5% commission can be shared with the procuring co-broker with Seller (You) approval. Seller acknowledges they do not have to pay a commission to a procuring co-broker. Seller also acknowledges that should they approve us sharing commission with a procuring co-broker that they agree to pay their portion directly at closing. If you, another broker, finder or other person finds a purchaser of the Property during the term of the Agreement, you agree to pay us the full commission.
7. If, during the term of this Agreement, you decide to offer the Property for rent either simultaneously with or instead of for sale, Corley Real Estate will have the exclusive right to rent the Property.
8. Within Five (5) business days after the expiration of this Agreement, we will deliver to you a list in writing of no more than eight (8) names of the persons who inspected the property during the listing term. If within ninety (90) days after the expiration of this Agreement, a contract is signed to sell the Property to a person on said list, we shall be entitled to the commission provided for in paragraph 6. At the end of this exclusive term, the listing will automatically convert to an open, non-exclusive listing with us unless you advise us to the contrary.
9. In the event the purchaser defaults and does not close and you receive any funds or retain any deposits as a result of a contract of sale signed by a person introduced during the term of this Agreement, you agree to pay us a commission in accordance with paragraph 6 of this Agreement on such amounts retained.
10. In the event this Agreement is terminated before its expiration date above in paragraph 1, Corley Real Estate shall retain its contractual rights (including but not limited to recovery of its commission,

advertising expense and/or any other damages) incurred by reason of an early termination of the Agreement by Seller.

11. You hereby acknowledge that, pursuant to Article 14 of the New York State Real Property Law, all Sellers of 1-4 family residences (excluding condominiums, cooperatives and any unimproved land) must provide buyers with detailed Property Condition Disclosure Statements before entry into a binding contracts.
12. In order to comply with Federal laws regarding disclosure of information on lead based paint, we are attaching a copy of the publication "Protect Your Family from Lead in Your Home" and the disclosure which you must fill out and retune tour with this Agreement. You hereby acknowledge that we have informed you of your obligation under the Lead Pain Disclosure Law and that you are aware of your responsibility to ensure compliance herewith.
13. You hereby acknowledge that we conduct business in accordance with all federal, state and local fair housing laws. It is our policy to provide housing opportunities to all person regardless of age, citizenship, color presence of children, handicap, marital status, national origin, lawful occupation, lawful source of income, race, religion, sex or sexual orientation.
14. At the time of closing, Seller (you) may be required to deposit the Agent's (our) commission with the county clerk where the property resides in the event that Seller does not pay the Agent its commission as set forth herein. Seller's obligation to deposit the agent's commission with the county clerk may be waived by the Agent.

Corley Real Estate and 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. If the foregoing meets your understanding and agreement, please sign, date and return one original and retain one for your files.



**Michael Corley, Principal Broker**  
Corley Realty Group, Inc.  
147 Prince Street  
Brooklyn NY 11201  
(718) 569-5760  
info@corleyre.com

List Price:	<b>\$ 795,000</b>
Property Taxes:	<b>\$ 5,057 / year</b>
HOA/Maint:	<b>\$ Not Applicable</b>

AGREED & ACCEPTED

  
Seller: \_\_\_\_\_

Seller: \_\_\_\_\_

**Marcia Roach - Administrator**

Date: 06/12/24 Phone: **(516) 382 - 5219** Email: **shininglightdaycare@yahoo.com**

Additional Required Disclosures:

- New York State Disclosure of Agency Relationships (see next page)
- Agency Disclosure form
- Property Condition Disclosure Statement
- NYS Housing and Anti Discrimination form
- Lead Paint Hazard Disclosure form
- "Protect Your Family from Lead in Your Home" pamphlet

## NEW YORK STATE DISCLOSURE

### Agency Relationships

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 associates. A real estate agent is a person qualified to advise about real estate. If you need legal, tax or other advice, consult a professional in the field.

#### **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 interest. 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 interest 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 the law.

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

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. 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 inconsistent with the agent's fiduciary duties to the buyer.

#### **Broker's Agent**

As part of your negotiations with a real estate agent, you may authorize your agent to engage other agents whether you are a buyer or seller. As a general rule, those agents owe fiduciary duties to your agent and to you. You are not vicariously liable for the conduct.

#### **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, the buyer and the seller. An agent acting as a dual agent must 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.

#### **Dual Agency With Designated Sales Associates**

If the buyer and the seller provide their informed consent in writing, the principals or the real estate broker who represents both parties as a dual agent may designate sales associate to represent the buyer and another sales associate to represent the seller to negotiate the purchase and sale of real estate. A sales associate works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales associate for the buyer will function as the buyer's agent representing the interest of the buyer and the designated sales associate for the seller will function as the seller's agent representing the interest of the seller in negotiations between buyer and seller. The designated sales associate 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 associates before agreeing to such representation.