1. The BROKER agrees to act as a special limited agent for the Owner(s) for the sole purpose of finding a Purchaser and/or Tenant to buy and/or rent the property described in the PROPERTY DATA SECTION hereinafter called PDS at the price and conditions set in the PDS. The PDS is incorporated herein by reference.

2. The Owner(s) represents to the BROKER that the owner is the sole owner and has the power and authority to enter into this agreement. THE OWNER(S) UNDERSTANDS AND AGREES THAT THE BROKER IS NOT ACTING AS AN AGENT OF THE OWNER(S) AND THE OWNER(S) REPRESENT THAT THE BROKER IS NOT AN AGENT OF THE OWNER(S) AS INDICATED BY THE COMPENSATION OFFERED IN PARAGRAPH 6. THE COMPENSATION TO BE PAID TO A COOPERATING BROKER REPRESENTING A BUYER SHOULD BE INSERTED IN PARAGRAPH 6 OF THIS AGREEMENT.

3. The Owner(s) authorizes the BROKER to enter the information set forth in the PDS, and any photographs, graphics and video recordings of the owner's property taken by brokers acting as brokers, supplied by owner or otherwise (listing content), into a listing content compilation owned by MLSLI. The Owner understands and agrees that the BROKER may market the real estate property to publish such information in any media form it deems appropriate including, the World Wide Web. MLSLI may license, sell, lease and commercially utilize its compilation. Among other uses MLSLI may license or sell the listing content to aggregators who will aggregate the listing content and resell the same. Such aggregated content shall not contain any personal information about the owner other than the owner's name. If any photographs, graphics, or video recordings were created by the owner and are delivered to the BROKER for use in the MLSLI compilation by virtue of such delivery and the execution of this agreement, the owner(s) hereby irrevocably assigns and Transfers to BROKER any and all copyright rights and other intellectual property rights in the listing content.

4. BROKER agrees to use its experience and knowledge to determine the appropriate marketing plan for the property. The Owner(s) grants to the BROKER full discretion to determine an appropriate marketing plan for the property.

5. The Owner(s) shall not offer or show their property for sale or rent to any prospective buyers or tenants but shall refer all such prospective buyers or tenants to the BROKER, nor shall the owner negotiate the sale or rental of the property with a buyer unless the BROKER participates in such negotiations.

6. A. The Owner(s) hereby agrees to pay the BROKER a total commission in the amount of _____% of the selling price Or $_______ or in the case of a rental by separate agreements. Said commission shall be shared with Cooperating Brokers as follows:
   - If the Cooperator is a Seller's Agent, _______% of the selling price Or $_______.
   - If the Cooperator is a Broker's Agent, _______% of the selling price Or $_______.
   - Said total commission shall be earned and payable under any of the following conditions:
     a. If the BROKER or Cooperating Broker produces a buyer ready, willing and able to purchase the property on the terms and conditions set forth in the PDS, the BROKER shall be paid its commission regardless of whether or not the sale or rental is a result of the BROKER'S efforts and even if the property is sold as a result of the efforts of the Owner(s) or any other broker or agent not acting under this agreement.
     b. If the BROKER or Cooperating Broker's efforts a buyer and the owner(s) agree to this agreement upon all the essential terms of a transaction.
   - c. If the property is sold or rented during the term of this Agreement, the BROKER shall be paid its commission regardless of whether or not the sale or rental is a result of the BROKER'S efforts and even if the property is sold as a result of the efforts of the Owner(s) or any other broker or agent not acting under this agreement.
   - d. If the BROKER or Cooperating Broker is the procuring cause of a transaction.

7. The above compensation shall be paid to the BROKER in the event that the owner(s) into a contract of sale to sell the property or actually sells the property within a period of _______ days after the expiration of this agreement. The Owner(s) authorizes the BROKER to act in the performance of the BROKER'S obligations and to fully cooperate with the BROKER in the BROKER'S efforts to find a buyer for the property and complete the transaction contemplated by this agreement.

8. Should the Owner(s) desire to rent the property or any portion thereof during the term of this agreement, the parties shall modify this agreement to so agree as to the amount of the rent desired by the Owner(s), the terms of the rent, the amount of commission to be paid to the BROKER.

9. In the event the Owner(s) signs a binder/contract of sale during the term of this agreement, the parties agree that the expiration date set forth below shall be extended in the event the following occurs as soon as possible but in no event beyond the end of the term of this agreement. If the sale is not consummated for any reason other than from the default of one of the parties. Nothing herein contained is intended to reduce the term of this agreement.

10. The Owner(s) shall not offer or rent the property for sale or rent to any prospective buyers or tenants but shall refer all such prospective buyers or tenants to the BROKER.

11. If the property is sold or rented during the term of this agreement, the parties agree that any dispute between the parties with respect to the commission earned by the BROKER shall be resolved by arbitration under the Laws of the State of New York, in the County in which the property is located. If any party shall wish to enforce this Arbitration provision, the prevailing party shall be entitled to reasonable attorney's fees, costs, and related expenses.

12. The parties agree that no change, amendment, modification or termination of this agreement shall be binding on any party unless the same shall be in writing and signed by the parties hereto subsequent to the date of this agreement.

13. Any notices required to be given under this agreement shall be in writing and may be given by the party by hand delivery of such notice, confirmed facsimile or by certified or registered mail.

14. ALL ORAL OR PRIOR AGREEMENTS BETWEEN THE PARTIES ARE HEREBY MERGED INTO THIS AGREEMENT AND THE PARTIES AGREE THAT THEIR RELATIONSHIP SHALL BE GOVERNED SOLELY BY THIS AGREEMENT AND NOT BY ANY OTHER ORAL OR WRITTEN REPRESENTATIONS OR AGREEMENTS BETWEEN THE PARTIES.

15. The Owner(s) understands and agrees that neither the Long Island Board of Realtors, Inc. nor the MLSLI are parties to this agreement and that the BROKER is not an agent for either of said organizations and has no authority to make any representation, agreement or commitment with respect to either of said corporations other than those contained in the printed portions hereof.

16. If the effective date, January 1, 2009, Broker Shall have the rights set forth in Real Estate Law Section 294-b, Notice is hereby given to the seller that:
   - AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT THE SELLING PRICE IS IN EXCESS OF $250,000. YOUR OBLIGATION AS TO PAYMENT OF THIS COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY THE BROKER.
   - See Section 294-b of the Real Estate Law as amended by the Real Estate Law, 294-b (c) (4) for the reason (including, but not limited to, not filing or serving an Affidavit of Entitlement specified in said Law), the parties agree that any dispute between the parties with respect to the commission earned by the BROKER shall be resolved by arbitration before the Attorney General in accordance with the Real Estate Law, (The arbitration shall be governed by the laws of the State of New York, in the County in which the property is located. The arbitration shall be governed by the rules of the Real Estate Law, in the County in which the property is located.) The arbitration shall be governed by the rules of the Real Estate Arbitration Board, the decision of which shall be final and binding. No appeal shall be taken from the decision of the arbitrator. The decision of the arbitrator may be entered in any court having jurisdiction thereof.

17. INDEMNITY
   - In the event any claim or action is commenced against the BROKER or cooperating broker as a result of the BROKER or cooperating broker's representation of the Owner(s) or the listing content as set forth in the PDS, and any photographs, graphics and video recordings of the owner's property taken by brokers acting as brokers, supplied by owner or otherwise (listing content), prevailing party shall be entitled to recover the costs of court, reasonable attorney's fees and any other costs incurred in connection therewith.

18. With respect to the provision of this agreement relating to compensation (Paragraph 6) and indemnity (Paragraph 17) cooperating brokers shall be third party beneficiaries of this agreement.

19. The Owner(s) authorizes the BROKER to enter the information set forth in the PDS, and any photographs, graphics and video recordings of the owner's property taken by brokers acting as brokers, supplied by owner or otherwise (listing content), into a listing content compilation owned by MLSLI. The Owner understands and agrees that the BROKER may market the real estate property to publish such information in any media form it deems appropriate including, the World Wide Web. MLSLI may license, sell, lease and commercially utilize its compilation. Among other uses MLSLI may license or sell the listing content to aggregators who will aggregate the listing content and resell the same. Such aggregated content shall not contain any personal information about the owner other than the owner's name. If any photographs, graphics, or video recordings were created by the owner and are delivered to the BROKER for use in the MLSLI compilation by virtue of such delivery and the execution of this agreement, the owner(s) hereby irrevocably assigns and Transfers to BROKER any and all copyright rights and other intellectual property rights in the listing content.

20. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and the seller must be attached to the real estate purchase contract.

21. An "EXCLUSIVE AGENCY" listing means that if you, the Owner(s) find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe the commission to your cooperating broker and the previous broker.

22. The Property Condition Disclosure Statement, the seller's agent or cooperating broker shall be required to assist the owner(s) in the performance of the owner(s) obligations and to fully cooperate with the BROKER in the BROKER's efforts to find a buyer for the property and complete the transaction contemplated by this agreement.

23. An "EXCLUSIVE RIGHT TO SELL" listing means that if you, the Owner(s) of the property find a buyer for your house, or if another broker finds a buyer, you must pay the brokerage commission to the prevailing broker.

24. An "EXCLUSIVE ARRANGEMENT" listing means that if you, the Owner(s) 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 previous broker and your cooperating broker.

25. The parties agree that the above listed property is to be marketed in compliance with all Federal, State, Municipal and Local Laws concerning discrimination in housing. The word "broker" is capitalized (BROKER) in this agreement, it is intended to describe the real estate broker who is a party to this agreement and includes any broker, cooperating broker, or seller designated or authorized by the broker who has been shown the property during the term of this agreement.

REAL ESTATE LAW 294-A NOTICE

The Seller is required by law to complete and sign a Property Condition Disclosure Statement and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the execution of any offer to purchase the property in order to comply with the Seller's disclosure obligation under Real Estate Law 294-A. The Seller must deliver, or cause to be delivered, a Property Condition Disclosure Statement containing the signatures of the seller and the buyer to the real estate purchase contract.

The owner(s) hereby agrees to provide the Seller with a copy of the Property Condition Disclosure Statement, the seller's agent or cooperating broker shall be required to assist the owner(s) in the performance of the owner(s) obligations and to fully cooperate with the BROKER in the BROKER's efforts to find a buyer for the property and complete the transaction contemplated by this agreement.