



Dear Agents and Seller

This listing agreement is for Co-ops, Condos, All Houses, All Commercial, and Land Properties and complies with New York State License Law, Multiple Listing Rules, and East Coast Realtors Policy.

**The contents of this Listing agreement cannot be crossed out or changed.**

New York State License Law requires Broker/Owner have complete paperwork on all Listing agreements and maintain such for 3 years. Agents must submit Listing agreement and all future documents regarding changes to this listing agreement to East Coast's corporate office within 48 hours of being executed by all parties.

All **Boxes** are required and must be filled in.



## EXCLUSIVE RIGHT TO SELL AGREEMENT

OWNER:

OWNER: \_\_\_\_\_

OWNER: \_\_\_\_\_

ADDRESS:

PRICE:

LISTING PERIOD START DATE:

LISTING PERIOD END DATE:

The exclusive right to sell the PROPERTY will initiate from 12:01 A.M. on the LISTING PERIOD start date until 11:59 P.M. on the LISTING PERIOD end date. OWNER and LISTING BROKER agree that they are contractually bound by this AGREEMENT as of the Effective Date.

If the OWNER authorizes East Coast Realtors Inc. to publish this listing on OneKey MLS System, all references to OneKey MLS in this AGREEMENT apply.

LISTING CONTENT is to be entered into the OneKey MLS System and made available to other OneKey Participants on \_\_\_\_\_ (insert the date of when the listing will be entered onto the OneKey MLS System)

No provision of this AGREEMENT is intended to nor shall be understood to establish or imply any contractual relationship between the OWNER and OneKey MLS and/or any REALTOR® Associations nor has OneKey MLS and/or any REALTOR® Associations in any way participated in any of the terms of this AGREEMENT, including the commission to be paid.

### COMPENSATION

1. The OWNER hereby agrees to pay the LISTING BROKER a total commission in the amount of \$99.00\*plus  % of the selling price or \$ \_\_\_\_\_

OWNER also agrees that said commission shall be shared with Cooperating Brokers as follows:

If the Cooperating Broker is a Seller's Agent  0 % of the selling price or \$ \_\_\_\_\_

If the Cooperating Broker is a Broker's Agent  % of the selling price or \$ \_\_\_\_\_

If the Cooperating Broker is a Buyer's Agent  % of the selling price or \$ \_\_\_\_\_

This commission is offered to OneKey MLS Participants Only.

\*\$99.00 administration fee is for processing LISTING AGREEMENT into East Coast Realtors digital records system and preparing documents for closing. In the event this property does not close, this fee will be waived.

### COMMISSION EARNED AND OWNER(S) OBLIGATIONS AFTER THE EXPIRATION/TERMINATION OF THE AGREEMENT

2. A commission shall be earned and payable under any of the following conditions: (a) If the LISTING BROKER or cooperating broker produces a buyer ready, willing and able to purchase the PROPERTY on such terms and conditions acceptable to the OWNER; (b) If through the LISTING BROKER'S or cooperating broker's efforts a buyer and the OWNER reach an agreement upon all the essential terms of a transaction; (c) If the PROPERTY is sold or transferred during the term of this LISTING AGREEMENT whether or not the sale or transfer is a result of the LISTING BROKER'S efforts and even if the PROPERTY is sold or transferred as a result of the efforts of the OWNER or any other broker or agent not acting under this LISTING AGREEMENT; (d) If property is rented or possession is given to any party of person; (e) If within 180 days after the expiration or termination of the LISTING PERIOD, even if the OWNER enters into a valid listing agreement to sell the property with another New York State licensed real estate broker within the 180 days and accepts a purchase offer on the PROPERTY from any person to whom the PROPERTY has been shown during the LISTING PERIOD with East Coast Realtors,

OWNER INITIAL

OWNER will pay LISTING BROKER the aforementioned commission as stated in paragraph 1 (one). Commission will be paid as if the LISTING BROKER had made the sale provided the PROPERTY goes to closing. The OWNER is responsible if or when relisting the property with another broker within 180 days after expiration or termination of the LISTING PERIOD for getting an exclusion for any person(s) to whom the property has been shown. A LIST OF BUYERS will be provided by East Coast Realtors Inc to the OWNER prior to the expiration of the LISTING PERIOD.

3. In the event the OWNER is entitled to retain a deposit from a prospective buyer who defaults in which title does not pass the OWNER agrees to pay the commission percentage listed in paragraph 1 (one) to the LISTING BROKER on the amount retained, or 5% on the amount retained if commission is a dollar amount and not a percentage.

### MARKETING

4. OWNER grants the LISTING BROKER full discretion to determine the appropriate marketing approach for the PROPERTY. LISTING BROKER will undertake to find a ready, willing, and able purchaser and in order to do so will engage in marketing activity which may include all forms of advertising. OWNER is responsible for providing accurate information regarding property details to LISTING BROKER and to review information published on OneKey MLS, Internet sites, and all marketing material. It is the responsibility of the OWNER to notify the LISTING BROKER in writing of any incorrect/inaccurate information

### AUTHORIZATION FOR "FOR SALE" SIGN AND OTHER SERVICES

5. LISTING BROKER is authorized to place a "For Sale" sign on the PROPERTY where applicable. (If OWNER Disagrees, initial here) \_\_\_\_\_.

6. LISTING BROKER is authorized to use a lockbox. (If OWNER Disagrees, initial here) \_\_\_\_\_.

7. LISTING BROKER is authorized to share keys to the PROPERTY with cooperating brokers. (If OWNER Disagrees, initial here) \_\_\_\_\_.

### RENTAL OF PROPERTY

8. Should the OWNER/LANDLORD desire to offer the property for rent during the LISTING PERIOD of this agreement, LISTING BROKER is hereby granted the sole and Exclusive Right to Rent the property. OWNER/LANDLORD agrees that the LISTING BROKER'S rental commission is to be paid by the tenant in the amount of 1 (one) month fee or \_\_\_\_\_ (instead of one month), except in the case where the OWNER/LANDLORD delivers possession to a tenant or any person including a family member even without a lease, without first being informed in writing by the LISTING BROKER that the LISTING BROKER'S commission has been paid. In such event the OWNER/LANDLORD shall pay the LISTING BROKERS commission as stated in this paragraph. The commission for the lease term is due and payable upon execution of the lease.

### USE OF AUDIO RECORDING DEVICES

9. OWNER is advised that it is in violation of NYS Penal Law to mechanically overhear a conversation by having any device (or devices) recording, streaming, or otherwise documenting the conversation of an individual during real-estate related activities at the property (open houses, showing, etc.) if you are not a party to that conversation. If such a device is present and will be operating at any time a potential Buyer/tenant is viewing the property, the OWNER understands that the listing agent must disclose the presence of the device. OWNER is responsible for notifying the LISTING BROKER in writing if such a device is in use, or INITIAL HERE \_\_\_\_\_.

### ADDITIONAL POINTS

10. During the term of this LISTING AGREEMENT the OWNER(S) shall not offer nor show their property for sale or rent to any prospective buyers, tenants, brokers or any other person who contacts them directly and agree to refer to us all inquires, proposals, and offers. The OWNER agrees to conduct all negotiations with respect to the sale, rental or other disposition of the property solely and exclusively through the LISTING BROKER.

### ALL MODIFICATIONS TO BE MADE IN WRITING

11. OWNER and LISTING BROKER 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. Text and email confirmation is also acceptable for such changes. Paragraph 21, "Acknowledgment", also contains content regarding changes to LISTING AGREEMENT.

### MAINTENANCE OF PROPERTY

12. OWNER is responsible for the condition, maintenance and/or utilities for the PROPERTY including snow removal and lawn maintenance. OWNER agrees to indemnify and hold harmless the LISTING BROKER and cooperating brokers from any claim arising out of personal injuries to any persons injured on the PROPERTY and/or loss or damage to personal property except if caused by the gross negligence of the LISTING BROKER or cooperating broker. OWNER shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER and/or cooperating broker, such approval shall not be unreasonably withheld.

### HOME EQUITY THEFT PROTECTION ACT

13. OWNER acknowledges that OWNER is aware of the Home Equity Theft Prevention Act and partially the provisions of Section 265 of the Real Property Law the State of New York. In order to ensure a compliance with same, OWNER warrants and represents that:

- (a) OWNER is not in default of any mortgage affecting real property by reason of there being payments due and unpaid on any mortgage for two (2) months or more.

OWNER INITIAL

- (b) There are no actions pending against the real property to foreclose a mortgage; and
- (c) The PROPERTY is not shown as an active property on a tax lien sale list and all real estate taxes have been paid through the next lien date.

Owner is subject to \_\_\_\_\_a, \_\_\_\_\_b and/or \_\_\_\_\_c above and LISTING BROKER must notify OWNER'S attorney prior to the issuance of A sales contract.

14. In the event that the above circumstances change after the execution of this LISTING AGREEMENT, OWNER hereby covenants and agrees that OWNER will communicate with LISTING BROKER regarding any of the matters referred to above in the subparagraph (a), (b), or (c) and to keep LISTING BROKER fully apprised of same.

### ESCROW AND RECOVERY OF FEES

15. (a) Escrow. If, for any reason, LISTING BROKER is not paid the compensation set forth herein on the due date, OWNER shall establish an escrow account with a party mutually agreeable to LISTING BROKER and OWNER or a title insurance agent or company, and shall place into said escrow account an amount equal to the compensation set forth herein. The escrow monies shall be paid by OWNER to said escrow agent and shall be held in escrow until the parties' rights to the escrow monies have been determined (i) by the written agreement of the parties; (ii) pursuant to an arbitration award; (iii) by order of a court of competent jurisdiction; or (iv) some other process to which the parties agree to in writing.

(b) Commission Escrow Act. Alternatively, LISTING BROKER shall have the right to exercise LISTING BROKER's rights under the Commission Escrow Act and specifically, Real Property Law Section 294-b. The provisions of said law may require the deposit of the commission claimed by LISTING BROKER, with the County Clerk in the County in which the property is located. Notice is hereby given in accordance with Section 294-b(4)(k) as follows:

**AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT OWNER DOES NOT PAY THE BROKER HIS OR HER COMMISSION AS SET FORTH HEREIN. YOUR OBLIGATION TO DEPOSIT THE BROKER'S COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY THE BROKER.**

(c) Attorney Fees. In any action, proceeding or arbitration to enforce any provision of this AGREEMENT, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event LISTING BROKER hires an attorney to enforce the collection of any commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, OWNER agrees to pay the reasonable attorney fees, costs and related expenses incurred by LISTING BROKER.

### INDEMNITY

16. In the event any claim or action is commenced against the LISTING BROKER or a cooperating broker as a result of the LISTING BROKER or cooperating broker obeying the lawful instructions of the OWNER, then, and in such event, the OWNER hereby agrees to defend, indemnify and hold harmless the LISTING BROKER or cooperating broker in any such claim or action. OWNER shall have the right to select counsel in such event, subject to the approval of the LISTING BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

### PROPERTY CONDITION DISCLOSURE

17. As the owner of residential real property, OWNER must complete and sign a Property Condition Disclosure Statement as required by Real Property Law §462(2) and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and the OWNER must be attached to the real estate purchase contract. If OWNER acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, OWNER must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, will OWNER be required to provide a revised Property Condition Disclosure Statement after the transfer of title from OWNER to the buyer or after the buyer has commenced occupancy of the PROPERTY. Note: Property Condition Disclosure Statement applies to 1-4 family dwellings. A copy of the property condition disclosure is available online on the Department of State NY website ([www.dos.ny.gov](http://www.dos.ny.gov))

### COPYRIGHT NOTICE

18. The OWNER authorizes the LISTING BROKER to enter information and any photograph, image, graphics or video recording, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the PROPERTY whether taken by the LISTING BROKER's agent, supplied by OWNER, or otherwise ("LISTING CONTENT"), into a listing content compilation owned by OneKey MLS. The OWNER understands and agrees that said compilation is exclusively owned by OneKey MLS who alone possess the right to publish said compilation in any media form it deems appropriate. LISTING CONTENT may be aggregated with that of other properties listed by participants in OneKey MLS, computer online networks and websites and become copyrightable data pursuant to agreements with LISTING BROKER and such other third parties. By the act of submitting any LISTING CONTENT to OneKey MLS, the LISTING BROKER has been authorized to grant and also thereby does grant authority to OneKey MLS to include the LISTING CONTENT in its copyrighted MLS compilation and also in any statistical report. OneKey MLS may license, sell, lease, and commercially utilize its compilation. Among other uses OneKey MLS may license or sell the LISTING CONTENT to aggregators who will aggregate the LISTING CONTENT and resell the same. If any LISTING CONTENT are delivered by OWNER to the LISTING BROKER for use in the OneKey MLS compilation, by virtue of such delivery and the execution of this AGREEMENT, the OWNER hereby represents and warrants that the OWNER either: (1) holds all intellectual property rights including the copyrights of the LISTING CONTENT; or (2) has a nonexclusive, perpetual, royalty-free, worldwide license to copy, distribute, display, create derivative works, and publicly perform the LISTING CONTENT and the right to grant sublicenses through multiple tiers.

OWNER INITIAL

19. OWNER hereby grants to LISTING BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, reproduce and distribute the LISTING CONTENT or any derivative works thereof. OWNER agrees to indemnify LISTING BROKER from any claim of infringement relating to the same. OWNER acknowledges and agrees that as between OWNER and LISTING BROKER, all LISTING CONTENT developed by either the OWNER or the LISTING BROKER is deemed owned exclusively by LISTING BROKER, and OWNER has no right, title or interest in it.

**PENDING CONTRACT PRICE**

20. OWNER hereby authorizes LISTING BROKER to provide OneKey MLS with the pending contract price for their property at the time when the subject property status is marked "Pending" on OneKey MLS for the sole purpose of aggregating this information with similar data for statistical purposes only. Individual pending contract data shall not be accessible by OneKey MLS Participants. Subscribers, or consumers and only aggregated data reports shall be made available. No individual pending contract data shall be shared sold or distributed to any person or source.

**ACKNOWLEDGEMENT**

21. OWNER has read and understands this LISTING AGREEMENT and does hereby acknowledge receipt of a copy thereof. 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. This AGREEMENT is the entire agreement between the parties and may not be changed except in a writing signed by both parties. This LISTING AGREEMENT shall be binding upon the parties hereto, and their respective heirs, successors, or assigns as of the EFFECTIVE DATE. For purposes of this LISTING AGREEMENT, "OWNER" refers to each and all parties who have an ownership interest in the PROPERTY and the undersigned OWNER represents that he/she is/are the sole and exclusive owner and is fully authorized to enter into this LISTING AGREEMENT or has other authorization to do so. As used in this LISTING AGREEMENT, the neuter includes the masculine and feminine, the singular includes the plural and the plural includes the singular, as the context may require. OWNER and LISTING BROKER understand that all extensions of this LISTING AGREEMENT must be done in writing and automatic renewals are specifically prohibited by 19 NYCRR§175.15. The BROKER OWNER of East Coast Realtors is the only person authorized on behalf of East Coast Realtors to terminate or reduce the expiration date of this listing to have a binding legal force and effect. Such changes made by the listing agent are not valid.

**EQUAL OPPORTUNITY IN HOUSING**

22. OWNER and LISTING BROKER agree that the above listed property is to be listed and marketed in compliance with all Federal, State, Municipal and Local fair housing, human right and civil rights laws concerning discrimination in the sale/rental or properties. OWNER and LISTING BROKER agree not to discriminate against any Protected Class in the sale/rent of the Property.

23. EXPLANATION: 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. 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.

24. If the client, owner of this property is a corporation, partnership, LLP limited liability partnership, LLC limited liability company, or any other business or other entity; then the individual(s) signing this agreement hereby agree to, jointly and severally as applicable personally guarantee the payment and collection of commission, fees, and costs payable under this agreement, on behalf of said entity to East Coast Realtors Inc.

**COPY OF PHOTO ID REQUIRED FOR PERSON(S) SIGNING THIS AGREEMENT**

**PARTIES SIGNATURE**

OWNER:

DATE:

OWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

OWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

LISTING BROKER: East Coast Realtors

LISTING AGENT:

DATE:

LISTING AGENT: \_\_\_\_\_

DATE: \_\_\_\_\_

CO-LISTING AGENT: \_\_\_\_\_

DATE: \_\_\_\_\_

The "EFFECTIVE DATE" of this Agreement shall be latest date entered alongside the parties' signatures

MLS # \_\_\_\_\_



# Division of Licensing Services

New York State  
Department of State  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001  
Customer Service: (518) 474-4429  
www.dos.ny.gov

## New York State Disclosure Form for Buyer and Seller

### 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.*

### 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

# New York State Disclosure Form for Buyer and Seller

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 \_\_\_\_\_ of East Coast Realtors  
(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) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure form:

Signature of  Buyer(s) and/or  Seller(s):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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



# SALES - DISCLOSURE FOR PRE-1978 HOUSING SALES DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS



Seller's Name: \_\_\_\_\_ Property Address: \_\_\_\_\_

City/State/Zip/Phone: \_\_\_\_\_

### **Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### **Seller's Disclosure (initial)**

- \_\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (*check one below*):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (*explain*):  
\_\_\_\_\_
  - Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing.
- \_\_\_\_\_ (b) Records and Reports available to the seller (*check one below*):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (*list documents below*):  
\_\_\_\_\_
  - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### **Purchaser's Acknowledgement (initial)**

- \_\_\_\_\_ (c) Purchaser has received copies of all information listed above.
- \_\_\_\_\_ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- \_\_\_\_\_ (e) Purchaser has (*check one below*):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
  - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### **Agent's Acknowledgement (initial)**

- \_\_\_\_\_ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

### **Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

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

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

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

New York State  
Department of State, Division of Licensing Services  
(518) 474-4429  
[www.dos.ny.gov](http://www.dos.ny.gov)

New York State  
Division of Consumer Rights  
(888) 392-3644

## 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 \_\_\_\_\_ (print name of Real Estate Salesperson/  
Broker) of East Coast Realtors (print name of Real Estate company, firm or brokerage)

(I)(We) \_\_\_\_\_

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

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

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.



## SELLER/LANDLORD NEGOTIATION AND OFFER INSTRUCTIONS

\_\_\_\_\_  
Property Owner/s

\_\_\_\_\_  
Address of Property

\_\_\_\_\_  
Town State Zip

\_\_\_\_\_  
East Coast Realtors Listing Agent

To Whom it May Concern:

Please be advised that I would like all appointments, offers and negotiations to go through my above mentioned listing agent. I do not wish to be contacted by any other person except my listing agent and the Broker of Record of East Coast Realtors, Inc.

I request that any buyer who is interested in my property provide me with a Mortgage Pre-Approval, Credit Report, Verification of Income, and Proof of funds.

I request that any tenant interested in my property whose source of income is not a voucher or has a voucher that does not pay 100% of the rent provide me with a Copy of Photo I.D., 2 Pay Stubs, 2 Years Tax Returns, Employment Letter, Credit Report, and Proof of Funds with letter from bank verifying accounts. If the source of income is a voucher that pays 100% of rent I request a Copy of Photo I.D. and Copy of Voucher and case worker's contact information to verify Voucher.

Addition Instructions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Thank you.

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Property Owner