



NRT

Disclosure Regarding Real Estate Agency Relationships

Section 443 of Article 12-A of the Real Property Law requires the real estate industry to provide the following information to prospective buyers, tenants, sellers and landlords: *Before you enter into a discussion with a real estate agent regarding a real estate transaction, you should understand what type of agency relationship you wish to have with that agent. New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates.*

Seller's or Landlord's Agent _____

If you are interested in selling or leasing real property, you can engage a real estate agent as a seller's agent. A seller's agent, including a listing agent under a listing agreement with the seller, acts solely on behalf of the seller. You can authorize a seller's or landlord's agent to do other things including hire subagents, broker's agents or work with other agents such as buyer's agents on a cooperative basis. A subagent, is one who has agreed to work with the seller's agent, often through a multiple listing service. A subagent may work in a different real estate office.

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. The obligations of a seller's agent are also subject to any specific provisions set forth in a 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 or Tenant's Agent _____

If you are interested in buying or leasing real property, you can engage a real estate agent as a buyer's or tenant's agent. A buyer's agent acts solely on behalf of the buyer. You can authorize a buyer's agent to do other things including hire subagents, broker's agents or work with other agents such as seller's agents on a cooperative basis.

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. The obligations of a buyer's agent are also subject to any specific provisions set forth in a 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 Agents _____

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

Agent Representing Both Seller and Buyer _____

A real estate agent acting directly or through an associated licensee, can be the agent of both the seller/landlord and buyer/tenant in a transaction, but only with the knowledge and informed consent, in writing, of both the seller/landlord and the buyer/tenant.

In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer/tenant and seller/landlord. The obligations of an agent are also subject to any specific provisions set forth in a agreement between the agent and the buyer/tenant and seller/landlord.

An agent acting as a dual agent must explain carefully to both the buyer/tenant and seller/landlord 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/tenant and seller/landlord are giving up their right to undivided loyalty.

A buyer/tenant or seller/landlord should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation.

General Considerations _____

You should carefully read all agreements to ensure that they adequately express your understandings of the transaction. A real estate agent is a person qualified to advise about real estate. If legal, tax or other advice is desired, consult a competent professional in that field. Throughout the transaction you may receive more than one disclosure form. The law requires each agent assisting in the transaction to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.



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Acknowledgement of Prospective Buyer/Tenant. (1) I have received and read this disclosure notice. (2) I understand that a seller's/landlord's agent, including a listing agent, is the agent of the seller/landlord exclusively, unless the seller/landlord and buyer/tenant otherwise agree. (3) I understand that subagents, including subagents participating in a multiple listing service, are agents of the seller/landlord exclusively. (4) I understand that I may engage my own agent to be my buyer's/tenant's broker. (5) I understand that the agent presenting this form to me, (name of licensee) _____ of (name of firm) _____ is (check applicable relationship) an agent of the seller/landlord my agent as a buyer's/tenant's agent

Buyer/Tenant Signature _____ Date _____

Buyer/Tenant Signature _____ Date _____

Acknowledgement of Prospective Seller/Landlord. (1) I have received and read this disclosure notice. (2) I understand that a seller's/landlord's agent, including a listing agent, is the agent of the seller/landlord exclusively, unless the seller/landlord and buyer/tenant otherwise agree. (3) I understand that subagents, including subagents participating in a multiple listing service, are agents of the seller/landlord exclusively. (4) I understand that a buyer's/tenant's agent is the agent of the buyer/tenant exclusively. (5) i understand that the agent presenting this form to me, (name of licensee) michael Wisnieski of (name of firm) Coldwell banker Commercial NRT is (check applicable relationship) an agent as a seller's/landlord's agent an agent of the buyer/tenant

Seller/Landlord Signature _____ Date _____

x

Seller/Landlord Signature _____ Date _____

Acknowledgement of Prospective Buyer/Tenant and Seller/Landlord to Dual Agency. (1) I have received and read this disclosure notice. (2) I understand that a dual agent will be working for both the seller/landlord and buyer/tenant. (3) I understand that I may engage my own agent as a seller's/landlord's agent or a buyer's/tenant's agent. (4) I understand that i am giving up my right to the agent's undivided loyalty. (5) I have considered the possible consequences of a dual agency relationship. (6) I understand that the agent presenting this form to me, (name of licensee) _____ of (name of firm) _____ is a dual agent working for both the buyer/tenant and seller/landlord, acting as such with the consent of both buyer/tenant and seller/landlord and following full disclosure to the buyer/tenant and seller/landlord.

Buyer/Tenant Signature _____ Date _____

Buyer/Tenant Signature _____ Date _____

Seller/Landlord Signature _____ Date _____

Seller/Landlord Signature _____ Date _____

Acknowledgement of the Parties to the Contract. (1) I have received, read and understand this disclosure notice. (2) I understand that (name of real estate licensee) _____ of (name of firm) _____ is (check applicable relationship) an agent of the seller/landlord an agent of the buyer/tenant a dual agent working for both the buyer/tenant and seller/landlord, acting as such with the consent of both the buyer/tenant and seller/landlord and following full disclosure to the buyer/tenant and seller/landlord.

I also understand that (name of real estate licensee) _____ of
(name of firm) _____ is
(check applicable relationship) an agent of the seller/landlord an agent of the buyer/tenant
 a dual agent working for both the buyer/tenant and seller/landlord, acting as such with the consent of both the
buyer/tenant and seller/landlord and following full disclosure to the buyer/tenant and seller/landlord.

Buyer/Tenant Signature _____ Date _____

Buyer/Tenant Signature _____ Date _____

Seller/Landlord Signature _____ Date _____

Seller/Landlord Signature _____ Date _____



NRT

Coldwell Banker Commercial NRT

Originating Office Address:

82 Main Street

Huntington Station, NY 11743

Owned and Operated by NRT Incorporated

**EXCLUSIVE BROKERAGE AGREEMENT
Sale of Property**

This Agreement made between Norton-Terrace Properties LLC

Address: 139 W. Pulaski Rd, Huntington Station, NY 11746

(hereinafter the Owner) and **Coldwell Banker Commercial NRT**, a Real Estate Broker licensed in the State of New York (hereinafter the Broker). This agreement shall become effective immediately and any modification of this agreement must be in writing and agreed to by all parties.

WHEREIN: The Owner hereby grants to the Broker an Exclusive Right to offer for sale the following property for a period of 365 days from the date of this agreement.

Property Address: 139 W. Pulaski RD, Huntington Station, NY 11746

Space Description: One Story Masonry building Approx. 7,000 sf

Rental Price: _____ The Owner further agrees that it will not employ any other Broker for the purpose of leasing this property during the term of this agreement.

If during said period, the property or any portion thereof is leased by **Coldwell Banker Commercial NRT**, or within 90 days after the expiration of this contract, to any person or company with whom the Broker has had negotiations for the sale thereof, the owner agrees to pay **Coldwell Banker Commercial NRT** a commission of six percent (6.000 %) of the gross sales price, due and payable upon title passing.

Broker agrees that it will enlist its best efforts to secure a satisfactory buyer for the property and the Broker may solicit the cooperation of other Licensed Real Estate Brokers. The Owner grants permission to the Broker to post a sign on the property and will facilitate access to the property for the purpose of showing same at reasonable hours.

This Exclusive Right to Sell Agreement is governed by, and subject to, the Laws of the State of New York.

This agreement is executed this _____ day of _____, _____.

ACCEPTED BY:

**Individual Owner or
Owner's Representative and Title**

**Broker
Coldwell Banker Commercial NRT
Michael Wisnieski**



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COLDWELL BANKER COMMERCIAL NRT IS PROVIDING WIRE FRAUD NOTIFICATION TO ALERT BUYERS AND/OR SELLERS, AS THE CASE MAY BE, ABOUT POTENTIAL RISKS RELATING TO THE FUNDING OF TRANSACTIONS

Disclosure to Buyer Clients Regarding Risks of Receiving Fraudulent Wiring Instructions

Coldwell Banker Commercial NRT wants to alert you to the fact that there have been a number of instances where criminals have hacked into email accounts of various parties involved in a real estate transaction (e.g., lawyers, settlement agents, real estate agents). The criminals have then caused fraudulent wiring instructions to be sent to buyers from the "hacked into" email accounts in an effort to divert funds to the criminal's bank account. The emails may appear to be legitimate emails from a party involved in a real estate transaction. **Coldwell Banker Commercial NRT recommends that before you wire any funds to any party (including your lawyer, settlement agent or real estate agent) you personally call them to confirm it is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number).** You should call them at a number that you obtain on your own (e.g., the sales contract, their website, etc.) and that you do **not** use a phone number in an email in order to be sure that you are contacting a legitimate party.

Acknowledgement of Receipt:

Name:

Date

Name:

Date



NRT

Coldwell Banker Commercial NRT

Originating Office Address:

82 Main Street Huntington, NY

11743

Owned and Operated by NRT Incorporated

COMMISSION AGREEMENT

Property for Sale

Property Address: 139 W. Pulaski RD, Huntington Station, NY 11746

Owner (Seller): Norton-Terrace Properties LLC

It is hereby understood and agreed that if in the event **Coldwell Banker Commercial NRT**, as "Broker" introduces the subject property to a group, individual, company, syndicate, corporation or other entity, hereinafter noted as the "Buyer" that results in a contract signed by the Buyer and Seller for the sale of the subject property, **Coldwell Banker Commercial NRT** will be identified as the Broker of Record for the sole sale of the subject property and will have earned, and will be due, a fee equivalent to six percent (6.000 %) of the sale price, received from the Seller, or their duly authorized attorney, paid to **Coldwell Banker Commercial NRT** at the time, and place of the Closing, except for willful default of the Seller, in which case the commission shall become due and payable to **Coldwell Banker Commercial NRT** on demand.

This agreement and the resulting subsequent Real Estate Commission ("fee") are governed by the Laws of the State of New York. The Seller, or his/her attorney, agree to notify **Coldwell Banker Commercial NRT** of the time and place of the closing and invite the Broker to attend the closing at least forty-eight (48) hours in advance. The undersigned represents that the subject property is owned by a corporation, partnership or the undersigned individual and that the undersigned is duly authorized to enter into this agreement on their behalf.

This agreement is executed this 4th day of November, 2016.

ACKNOWLEDGED & ACCEPTED BY:

**Individual Owner or
Owner's Representative and Title**

**Broker
Coldwell Banker Commercial NRT
Michael Wisnieski**