

Thank you for choosing to list your Property with us.

Please fully complete the following forms. All questions must be answered unless marked optional. Any questions you cannot answer can most often be answered by your Town Assessor. Just give them a call and they can usually help over the phone. **Incomplete forms are not accepted by MLS.** Please be sure to enter the starting date (when you want us to input your home into the MLS) and the ending date (You get 6 months with our program).

Please fax the completed forms to us at (860)633-1850 or mail them to us at:

For Sale By Owner Connection
PO Box 27
Marlborough,CT 06447

We must receive a photo from you prior to us inputting your listing. You can mail the photo to us at the above address, or email it to us at info@CutTheCommission.com (if we already have photos for your ad, you do not need to send additional copies).

Clients who complete our Ad Package are able to put up to 10 photos on our website as well as several other web sites, and one photo on Realtor.com. For the MLS only listings (option 3), just 1 photo is included. You can submit additional photos up to a total of 10, the 9 additional photos are \$10 each. If you have already submitted photos to us for an ad in our magazine & website you do not have to submit the photos again for your MLS listing.

Combination lockboxes are available for \$40, includes shipping.

Realtor.com Showcase listings available for \$100 for up to 10 photos.

If you require yard signs or open house signs please call us for prices.

Your MLS listing will be processed within 24 hours of the start date you put on page one of the listing contract. At that time you will be in MLS, and your listing and photos will be available to all agents. **Please note, though...** It can take several more days for your listing to appear on realtor.com, CTReal.com, etc. It may appear first without a photo. Be patient. Within a week your home and photo will appear on those sites.

Don't hesitate to call us with questions or to make changes to your listing. **When you accept an offer from a buyer you must let us know right away.** We are required to mark it appropriately within 24 hrs of you accepting an offer or we get fined by MLS. Unfortunately if this happens, we will have to pass the fine along to you. So please help us by keeping in touch with us regarding the status of your listing. (Don't worry, if the agreement falls apart we can reactivate your listing right away at no cost to you.)

Please call us at 1-800-942-2442 if you have any questions at all.



FOR SALE BY OWNER CONNECTION
We're the "Cut The Commission" People!
(860)659-3726 • 1-800-942-2442
fax (860)633-1850
www.CutTheCommission.com



LISTING CONTRACT -Shared Program - Page 1

PARTIES AND PROPERTY:

Owner(s) (You): _____ give For Sale By Owner Connection, Inc. dba Advantage Real Estate (we/us), the Exclusive Agency to sell your real property located at Listed Property Address: _____, Town: _____ State: _____ Zip Code: _____ for Listed Price: _____ .

OWNER(S)' AND REALTORS®' AGREEMENTS: The parties agree that:

- 1.) This Contract will go into effect on _____, 20____, and will remain effective through and including _____, 20____. For Sale By Owner Connection, Inc. dba Advantage Real Estate will submit the LISTED PROPERTY to the Realtors® Multiple Listing Service for the term of the contract. Evidence of the listing will be sent to the owner(s) by the listing agent. You have reviewed the information describing the listed property on the Listed Property Information forms, and represent that it is accurate.
- 2.) Other Realtors® may call you, the owner, directly to arrange showings, and negotiate the sale of the LISTED PROPERTY. All written offers through a real estate broker may be presented directly to you by the Buyer's Broker. All earnest money deposits may be held by the Buyer's Broker, or your attorney upon acceptance of such offer.
- 3.) You will pay a service fee of :
 - a.) 3.5% of the agreed upon sale price only if during the term of this contract any real estate broker or salesperson, without limitation, finds a buyer ready, willing, and able to buy the LISTED PROPERTY for no less than the listed price or for any other terms acceptable to you. 2.5% will be offered to Buyer's Broker through MLS and 1% will be retained by For Sale By Owner Connection, Inc. dba Advantage Real Estate.
 - b.) Notwithstanding paragraph (a) , you will be obligated to pay the service fee of 1% to For Sale By Owner Connection, Inc. dba Advantage Real Estate if the LISTED PROPERTY is sold by you to any buyer who is not represented by a real estate broker or salesperson.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN YOU AND THE BROKER.

- 4.) We may enforce this Contract against you, or against your heirs, administrators, executors and assigns. You agree to pay any costs and attorney's fees which we may incur to collect any monies due us under this Contract.
- 5.) You agree to notify us immediately if you accept an offer from a buyer to purchase the LISTED PROPERTY. You may fax a copy of the purchase agreement to us at (860)659-3726.
- 6.) You authorize For Sale By Owner Connection, Inc. dba Advantage Real Estate and any of their subagents to disclose any information that you provide concerning the LISTED PROPERTY. You acknowledge that the agents of For Sale By Owner Connection, Inc. dba Advantage Real Estate may not have seen the LISTED PROPERTY, and therefore, we will not be held liable for any incorrect data entered into the Realtors® Multiple Listing Service. You will remove For Sale By Owner Connection, Inc. dba Advantage Real Estate from any liability, and you will be held accountable for any legal remedies sought by anyone who suffers damages or losses during, after, or as a result of the sale of this property.
- 7.) You will not hold For Sale By Owner Connection, Inc. dba Advantage Real Estate liable for any losses or damages resulting from the use of a lockbox.
- 8.) This contract may be cancelled, if agreed to by both parties, at any time. If the seller cancels the contract they will be obligated to pay For Sale By Owner Connection, Inc. dba Advantage Real Estate a cancellation fee of \$299. This fee will be waived if we refer you to another real estate agency for a listing.

STATEMENTS REQUIRED BY LAW: This agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c). IT IS UNLAWFUL UNDER FEDERAL AND STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, MENTAL RETARDATION, MENTAL DISABILITY, PHYSICAL DISABILITY AND FAMILIAL STATUS.

Effective October 1, 1995, the real estate broker may be entitled to certain lien rights pursuant to subsection (d) (and subsections e-q) of section 20-325a of the Connecticut General Statutes.

FOR SALE BY OWNER CONNECTION, INC. Owner: _____ Date: _____

By (Auth. Rep.): _____ Date: _____ Owner: _____ Date: _____

LISTED PROPERTY INFORMATION - Page 1 of 2
Lots & Vacant Land

Please complete the information below as it pertains to the listed property. Answers are required in all fields. Assessor's office can give you assessment, mill rate, sqft, etc.

Owner(s): _____

Property Address: _____ Town: _____ Zip Code: _____

List Price: _____ Lot # _____

Town Assessment: _____ Mill Rate: _____ Taxes: _____

Volume & Page where your deed is filed in the Town land records: Vol. _____, Page _____

Lot Dimensions: _____ x _____ x _____ x _____ (If irregular, enter frontage x 0)

Road Frontage: _____ Acres: _____

Zoning Description: (choose 1)

Residential Business Commercial Industrial Agricultural

Development Status: (choose up to 2)

Approved Lot Approved Subdivision Non-Conforming Lot Planned Area Develop.
Possible Subdivide Raw Land Site Plan Recorded Site Plan Other

Environmental Tests: (Select up to 2)

Deep Hole Perc Unknown None Other

Improvements: (choose up to 2)

Barn Garage House Shed Sidewalk Stable Storm Sewers
None Other

Road Surface: (choose 1)

Blacktop Concrete Dirt Gravel Paved Tar None

Road Type: (choose 1)

Interstate Private State Town None Other

Lot Description: (choose up to 2)

Brook Lightly Wooded Marshlands Meadow Open Pond View
Wooded Waterview Wetland

Is Cable TV available to the listed property? (y/n) _____

Liens:(choose 1)

Sewer Water Both Neither

Super Liens: (choose 1)

Present Removed Unknown None

Water: (Select up to 2)

Public Available Public Connected Well Available Well Required None

Sewer:(Select up to 2)

Public Available Public Connected Septic Required Septic Available None

Owner's Initials _____ Owner's Initials _____

LISTED PROPERTY INFORMATION - Land - Page 2 of 2

Gas: (choose up to 2)

Available None

Electric: (choose up to 2)

At Street None Available Underground

Documents Available: (choose up to 3)

Aerial Photo Architectural Drawing Building Permit(s) Boundary Survey Feasibility Study

Plot Plan Recorded Plan Soil Survey Legal Description Topography None Other

Zone: _____

Directions to the property: (up to 72 characters, including punctuation & spaces)

Remarks about the property: (up to 240 characters, including punctuation & spaces)

How should agents reach you to schedule appointments:

Person(s) to Contact: _____ Telephone #(s): _____

All Information Deemed Reliable But Not Guaranteed.

The owner(s) agree(s) the above information is true and correct to the best of their knowledge. You acknowledge that the agents of For Sale By owner Connection, Inc. dba Advantage Real Estate may not have seen the Listed Property, and therefore will not be held liable of any incorrect data entered into the REALTORS® Multiple Listing & Information Service, Inc.

Owner _____ Date: _____

Owner _____ Date: _____