

RIGHT TO LIST AGREEMENT

Seller(s):

Brokerage: Magic Realty Of Great Neck

Broker/Agent: Vitaly Isaacs

Property Address:

1. Term

This is a 3 month agreement the start and end date will be determined when payment is received

2. List Price

Seller authorizes Broker to list the Property at the price of: \$

3. Broker Services

Broker will: (a) list the Property in the MLS within 3 business days of receiving payment and required information, (b) forward inquiries and offers to Seller in a timely manner, (c) comply with all applicable MLS rules and regulations, and (d) provide Seller with MLS listing confirmation.

4. Right to List

Seller grants Broker the right to list the Property in the MLS during the Listing

Period. 5. Seller Duties and Representations

Seller will: (a) provide accurate and complete Property information including all material facts and defects as required by law, (b) cooperate with MLS requirements and updates, (c) manage all showings, negotiations, and contracts independently, (d) comply with all applicable fair housing and anti-discrimination laws, and (e) hold Broker harmless from claims arising from incorrect or incomplete information provided by Seller.

Seller represents and warrants that: (i) Seller has legal authority to list the Property, (ii) all information provided is true and accurate, and (iii) Seller will make all required disclosures to potential buyers as mandated by law.

6. Cooperation with Buyer's Agents

Seller retains full discretion to determine any compensation, if any, offered to a cooperating buyer's agent. No offer of compensation to buyer's agents is made by default in this Agreement. Seller acknowledges that Seller is solely responsible for negotiating and paying any compensation to buyer's agents directly.

7. Compensation

Seller shall pay Broker a flat fee of \$95 upon signing. This fee is non-refundable and fully earned upon Broker's acceptance of this Agreement. No commission is due to Broker upon sale of the Property. If Seller terminates this Agreement early, no refund of the flat fee will be provided, though Seller may be responsible for any MLS or association fees incurred.

8. Limited Representation

Broker's role is strictly limited to MLS entry and basic administrative tasks. Broker does NOT represent Seller in negotiations, contract preparation, inspections, closing, or any other aspect of the sale transaction unless separately agreed to in writing. Seller is responsible for all aspects of marketing, showing, negotiating, and closing the sale. Broker makes no guarantees or representations regarding the sale of the Property, sale price, or timeframe.

9. MLS Compliance and Accuracy

Seller acknowledges that MLS rules require accurate and truthful information. Seller agrees to promptly notify Broker of any changes to Property information, status, or price. False or misleading information may result in MLS penalties, fines, or removal of the listing, for which Seller shall be solely responsible. Broker shall not be liable for MLS errors, technical issues, or system failures beyond Broker's reasonable control.

10. Withdrawal from MLS

The listing may be removed from MLS under the following conditions: (a) the Listing Period expires, (b) the Property is sold, (c) either party terminates this Agreement pursuant to Section 12, or (d) as required by MLS rules. Upon removal, Broker will provide written confirmation to Seller within 3 business days.

11. Liability Limitations

Broker shall not be liable for: (a) any claims arising from Seller's inaccurate or incomplete information, (b) Seller's failure to disclose material defects, (c) disputes between Seller and buyers or buyer's agents, (d) MLS system errors or downtime, or (e) any loss, damage, or expense related to the listing or sale of the Property. Seller's sole remedy for any breach by Broker shall be limited to a refund of the \$95 flat fee.

12. Termination

Either party may terminate this Agreement by providing written notice to the other party. Upon termination, Broker will remove the listing from MLS within 3 business days. The \$95 flat fee remains non-refundable regardless of termination.

13. Lead-Based Paint Disclosure

If the Property was built before 1978, Seller acknowledges the requirement to comply with federal lead-based paint disclosure laws and agrees to provide all required disclosures to potential buyers. Seller is solely responsible for compliance with this federal law.

14. Fair Housing Compliance

Both parties agree to comply with all federal, state, and local fair housing laws and anti-discrimination laws, including but not limited to the Fair Housing Act. The Property will be marketed without regard to race, color, religion, sex, national origin, familial status, disability, or any other protected class.

15. Dispute Resolution

This Agreement shall be governed by the laws of the State of New York. In the event of any dispute arising from this Agreement, the parties agree to first attempt resolution through good faith negotiation. If unresolved, the parties may pursue mediation before filing any legal action. The prevailing party in any legal action shall be entitled to reasonable attorney's fees and costs.

16. Entire Agreement

This document constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements. This Agreement may only be amended or modified in writing signed by both parties. No verbal agreements or representations shall be binding.

SIGNATURES

Seller Signature:

Date:

Agent Signature: Vitaly Isaacs

Date: