

Ithaca RESIDENTIAL Coded Features

(ALL FEATURES CATEGORIES ARE MANDATORY/SEARCHABLE)

MLS # _____

A: STYLE- Choose One

- 1. 1.5 Story/Cape Cod
- 2. 2 Story
- 3. Bungalow
- 4. Colonial
- 5. Contemporary
- 6. Craftsman
- 7. Greek Revival/Federal
- 8. Italianate
- 9. Raised/Bi-Level
- 10. Ranch
- 11. Tri/Multi-Level
- 12. Victorian
- 50. Other-See Remarks

B: CONSTRUCTION

- 1. Frame
- 2. Log
- 3. Manufactured Single Wide
- 4. Manufactured Double/Triple Wide
- 5. Modular
- 6. Attached/Common Wall
- 7. Brick
- 8. Stone
- 9. Recycled Building Materials
- 10. Post & Beam
- 11. Timber Frame
- 50. Other-See Remarks

C: ROOF

- 1. Asbestos
- 2. Asphalt/F-Glass Shingle
- 3. Membrane
- 4. Metal
- 5. Rolled
- 6. Shake
- 7. Green Living Roof
- 8. Slate
- 50. Other-See Remarks

D: BASEMENT/FOUNDATION

BASEMENT

- 1. Dirt Floor
- 2. Finished
- 3. Full
- 4. Gravel/Stone Floor
- 5. Outside Entrance
- 6. Partial/Mixed
- 7. Partially Finished
- 8. Unfinished
- 9. Walk-Out
- 10. No Basement

FOUNDATION

- 11. Block
- 12. Crawl Space
- 13. Piers Below Frost Line
- 14. Poured
- 15. Pre-Fab
- 16. Pressure Treated Wood
- 17. Slab
- 18. Stone
- 19. Insulated Concrete Form
- 20. Pre-Cast Concrete
- 50. Other - See Remarks

E: INSULATION

- 1. Energy Star
- 2. Full
- 3. Partial
- 4. Unknown
- 5. None
- 6. Structural Insulated Panel
- 7. Fiberglass
- 8. Cellulose
- 9. Rigid Foam
- 10. Spray Foam
- 11. Spray Foam - bio based
- 12. Straw bale
- 50. Other - See Remarks

F: FLOOR COVERINGS

- 1. Ceramic Tile
- 2. Hardwood
- 3. Laminate
- 4. Marble
- 5. Plank
- 6. Stone/Slate
- 7. Tile
- 8. Vinyl
- 9. Wall/Wall Carpet
- 10. Wood
- 11. Bamboo/Cork
- 50. Other-See Remarks

G: EXTERIOR

- 1. Asbestos Siding
- 2. Aluminum Siding
- 3. Cement Fiber Siding
- 4. Composition
- 5. Masonry/Stone
- 6. Stucco
- 7. Vinyl Siding
- 8. Wood Siding
- 9. Brick Façade
- 50. Other-See Remarks

H: HEAT/COOLING FUEL

- 1. Coal
- 2. Electric
- 3. Natural Gas
- 4. Oil
- 5. Pellet
- 6. Propane
- 7. Solar
- 8. Wood
- 9. Boiler
- 10. Central Air Conditioning
- 11. Ductless
- 12. ETS
- 13. Furnace
- 14. Geothermal
- 15. Heat Pump
- 16. Outdoor
- 17. Tankless/On Demand
- 18. None

DISTRIBUTION

- 19. Baseboard
- 20. Forced Air
- 21. Gravity
- 22. Hot Water
- 23. In-floor radiant
- 24. Steam
- 25. Passive
- 26. Radiant
- 27. Radiator
- 50. Other-See Remarks

I: DOMESTIC HOT WATER

- 1. Coal
- 2. Electric
- 3. Natural Gas
- 4. Oil
- 5. Propane
- 6. Solar
- 7. Wood
- 8. Tank
- 9. Tankless/On Demand
- 50. Other-See Remarks

J: ENERGY FEATURES

- 1. Ceiling Fan(s)
- 2. Low-E
- 3. Single Pane
- 4. Double Pane
- 5. Triple Pane
- 6. Storm Door(s)
- 7. Storm Window(s)
- 8. Whole House Attic Fan

J: ENERGY FEATURES

- 9. Programmable Thermostat
- 10. Solar Shades
- 11. Thermal/Insulated Shades
- 12. Photovoltaic System - Grid Tied
- 13. Photovoltaic System - Battery
- 14. Wind Turbine - Grid Tied
- 15. Wind Turbine - Battery
- 16. Off Grid
- 17. Generator
- 18. None
- 50. Other-See Remarks

K: GARAGE/CARPORT

- 1. 1 Car
- 2. 2 Car
- 3. 3 Car
- 4. 4+Car
- 5. Attached
- 6. Barn
- 7. Carport
- 8. Detached
- 9. Garage
- 10. Garage Door Opener
- 11. Metal Outbuilding
- 12. Under
- 13. None
- 50. Other-See Remarks

L: WATER SOURCE

- 1. Lake
- 2. Municipal-Available
- 3. Municipal-Existing
- 4. Shared
- 5. Spring
- 6. Well
- 7. None
- 50. Other - See Remarks

M: SEWER/SEPTIC

- 1. Holding Tank
- 2. Municipal-Available
- 3. Municipal-Existing
- 4. Septic
- 5. Compost Toilet
- 6. Graywater System
- 7. None
- 50 Other-See Remarks

N: DRIVEWAY

- 1. Concrete
- 2. Gravel
- 3. Paved
- 4. Shared/Right-of-Way
- 5. None
- 50. Other - See Remarks

O: LAKE RIGHTS/DESCRIPTION

LAKE RIGHTS

- 1. Shared
- 2. Deeded
- 3. Owned
- 4. Leased
- 5. Right-of-Way
- 6. No Rights

DESCRIPTION

- 7. Lake Access
- 8. Lake Front
- 9. Lake View
- 10. Boat Hoist
- 11. Dock
- 12. Elevator
- 50. Other-See Remarks

P: FIREPLACE/STOVE

- 1. 1
- 2. 2
- 3. 3+
- 4. Coal Stove
- 5. Gas Fireplace
- 6. Gas Heating Stove
- 7. Insert
- 8. Pellet Stove
- 9. Wood Stove
- 10. Masonry Stone
- 11. None
- 50. Other - See Remarks

Q: OTHER ROOMS

- 1. Dark Room
- 2. Den
- 3. Eat-in Kitchen
- 4. Formal Entry
- 5. Formal Dining
- 6. Loft
- 7. Main Level Master
- 8. Mudroom
- 9. Office
- 10. Three Season/Sun Room
- 11. Walk-up Attic Workshop
- 12. None
- 50. Other - See Remarks

R: APPLIANCES CONVEY

- 1. Central Vacuum
- 2. Cook-Top
- 3. Dishwasher
- 4. Dryer
- 5. Freezer
- 6. Garbage Disposal
- 7. Microwave
- 8. Range Hood
- 9. Refrigerator
- 10. Stove-Electric
- 11. Stove-Gas
- 12. Trash Compactor
- 13. Wall Oven
- 14. Washer
- 15. None
- 50. Other-See Remarks

S: INTERIOR INCLUSIONS

- 1. A/C Window Unit(s)
- 2. Cathedral Ceilings
- 3. Dehumidifier
- 4. Handicap Access
- 5. Hot Tub
- 6. Humidifier
- 7. Intercom
- 8. Pool
- 9. Sauna
- 10. Security System
- 11. Skylight(s)
- 12. Sump Pump
- 13. Walk-in Closet(s)
- 14. Water Softener-Leased
- 15. Water Softener-Owned
- 16. Whirlpool
- 17. Window Covering(s)
- 18. CO Detector
- 19. Smoke Detector
- 20. Wine Cellar
- 21. None
- 50. Other-See Remarks

T: EXTERIOR FEATURES

- 1. Barn
- 2. Cable TV
- 3. Distant View
- 4. Fencing
- 5. High Speed Internet Available
- 6. Livestock Facilities
- 7. Metal Outbuilding
- 8. More Land Available
- 9. Patio

T: EXTERIOR FEATURES

- 10. Pond
- 11. Pool-Above Ground
- 12. Pool-In Ground
- 13. Porch
- 14. Porch-Enclosed/Screened
- 15. Satellite Dish
- 16. Sidewalk
- 17. Storage Shed
- 18. Stream
- 19. TV Antenna
- 20. Flower Gardens
- 21. Vegetable Gardens
- 22. Fruit Trees/Berries/Grapes
- 23. Root Cellar
- 24. Deck
- 25. None
- 50. Other - See Remarks

U: DISCLOSURES

- 1. Agriculture District
- 2. Electric/Surcharge
- 3. Lead
- 4. Mineral Rights
- 5. Property Condition
- 6. None
- 50. Other - See Remarks

V: TYPE OF LISTING:

- 1. Exclusive Agency
- 2. Exclusive Right to Sell
- 3. Exclusive Right w/First Refusal
- 4. Exclusive Right w/ Named Exclusions

W: SURVEY:

- 1. Available - Lister
- 2. Not Available
- 50. Other-See Remarks

X: POSSESSION

- 1. 30 Days
- 2. Immediate
- 3. Lease Option Possible
- 4. Negotiable
- 5. Upon Closing
- 50. Other-See Remarks

Y: OCCUPANCY

- 1. Owner
- 2. Tenant
- 3. Vacant
- 50. Other-See Remarks

Z: SHOWING INFORMATION

- 1. 24 Hour Notice
- 2. Call/Go
- 3. Call/Go Day, Make Appt Eve/Wkend
- 4. Key at Listing Office
- 5. Keybox
- 6. Make Appointment-Lister
- 7. Make Appointment-Owner
- 8. Make Appointment-Tenant
- 9. Vacant-Go
- 50. Other-See Remarks

AA: OIL, GAS, MINERAL RIGHTS

- 1. Leased
- 2. Not Leased
- 3. Other-Call Lister

AB: "GREEN" CERTIFICATIONS Include Certification

- 1. Energy Star
- 2. LEED
- 3. NAHB Green Bldg Standard
- 4. Certified Organic Soil
- 50. Other-See Remarks

Ithaca RESIDENTIAL Remarks/Directions

MLS#: _____

Directions/House Color
(500 characters max)

Remarks for Agents Only
(500 characters max)

Owner Signature _____ Date _____

Owner Signature _____ Date _____

Agent Signature _____ Date _____

BELOW IS FOR AGENT USE ONLY

Public Description
(500 characters max)



**ITHACA BOARD OF REALTORS, INC.
EXCLUSIVE RIGHT TO SELL CONTRACT**

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.

PROPERTY LOCATION _____ TAX MAP # _____

OWNER(s) _____ PHONE _____

OWNER'S ADDRESS _____

LISTING AGENT _____ BROKER _____

1. USE OF FORM This form is for use by members of the Ithaca Board of Realtors only for placing of property listings in its Multiple Listing Service, or by other agents authorized under reciprocal agreements with the Ithaca Board of Realtors to place property listings in its Multiple Listing Service.

2. OWNERSHIP OF PROPERTY AND POWER TO SIGN CONTRACT I/we are the OWNER(s) of the Property at above location. I/we have complete legal authority to sell, exchange or lease the property. The OWNER(s) acknowledge that **(Please initial all that apply):**

<p>_____ I/we are not more than two (2) months in arrears of my obligation to make mortgage payments on the property nor have I been notified that the property is subject to a foreclosure proceeding or tax sale. If during the term of this agreement I become more than two months in arrears of my obligation to make mortgage payments or I am notified the property is subject to a foreclosure proceeding or tax sale, I will notify the BROKER of the same within 48 hours.</p>	<p>_____ I/we are more than two (2) months in arrears of my obligation to make mortgage payments on the property</p> <p>_____ I/we have been notified that the property is subject to a foreclosure proceeding or tax sale.</p>
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I/we consent to the BROKER disclosing such information to potential purchasers in order to comply with the requirements of the Home Equity Theft Prevention Act (Real Property Law sec. 265-a).

3. GRANT OF EXCLUSIVE RIGHT TO SELL/TERM OF LISTING In consideration of _____ (hereinafter referred to as BROKER) submitting above described property to the Ithaca Board of REALTORS Multiple Listing Service /hereinafter referred to as IBRMLS) and in further consideration of said BROKER undertaking to find a purchaser for said property, the undersigned OWNER(s) (the word OWNER(s) refers to each and all parties who have ownership interest in the property) hereby grants to said BROKER, the exclusive right to make an offer of cooperation and compensation to all members of the IBRMLS and any other cooperating agent authorized under law to receive a commission as set forth in paragraphs 15, 16 and/or 17 below to sell the property located at _____ for \$ _____ from _____ until midnight on _____. The OWNER(s) hereby authorizes the BROKER to submit this listing to the IBRMLS within 48 hours following the signing of this Exclusive Right to Sell Contract for circulation to all members of the service.

4. FAIR HOUSING It is agreed that this property is listed in full compliance with local, state and federal fair housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status and/or familial status, children, sexual orientation or other prohibited factors.

5. OWNER'S AUTHORIZATION AND OBLIGATION The OWNER(s) understands that in order to facilitate the sale of said property, the OWNER(s) hereby:

a. Authorizes the BROKER to make and use <input type="checkbox"/> exterior only <input type="checkbox"/> exterior and interior photographs of said property,	d. Consents that said property may be shown as per showing instructions
b. Grants the BROKER exclusive "FOR SALE" and SOLD" sign privilege on said property <input type="checkbox"/> Yes <input type="checkbox"/> No	e. Agrees to refer any and all inquiries concerning said property to BROKER
c. Authorizes the use of a lockbox <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable The OWNER(s) understands that by providing the BROKER with a key and/or lockbox to the property does not in any way make the BROKER the custodian of said property or responsible therefor.	f. Authorizes the BROKER to advertise said property on the internet. <input type="checkbox"/> Yes <input type="checkbox"/> No, and that the OWNER(s) agrees to allow the property address to be used in advertising on the internet <input type="checkbox"/> Yes <input type="checkbox"/> No. The OWNER(s) understands that by granting the BROKER the right to market said property via the internet, the BROKER does not guarantee accuracy of the property information posted on 3 rd party websites.

6. BROKER'S OBLIGATIONS In accordance with the provisions of this agreement, the BROKER: a. Will undertake to find a purchaser for said property, upon terms and conditions acceptable to the OWNER(s), b. Will provide the OWNER(s) with current market data of the value of comparative properties, c. Will report to the OWNER(s) regarding marketing activity, d. Will assist in preparing a purchase offer with an attorney approval clause, e. Will follow up with purchaser and/or purchaser's designee once a contract is negotiated and f. Will update the OWNER(s) regarding fulfillment of contract contingencies.

7. SUBMISSION OF OFFERS The OWNER(s) authorizes the following BROKER(S) to submit all offers to the OWNER(s):

a. <input type="checkbox"/> Only Listing Agent	d. <input type="checkbox"/> Listing Agent and Broker's Agents
b. <input type="checkbox"/> Listing Agent and Subagents	e. <input type="checkbox"/> Listing Agent, Subagents, Buyer's Agents and Broker's Agents
c. <input type="checkbox"/> Listing Agent and Buyer's Agents	

Dated: _____ Owner _____

Agent: _____ Owner _____

8. **MARKETING ACTIVITY** The OWNER grants to the BROKER full discretion to determine the appropriate marketing approach for the property.

9. **BOARD AND MULTIPLE LISTING SERVICE NOT AGENTS** The OWNER understands and agrees that the ITHACA BOARD OF REALTORS, INC. and IBRMLS are not the OWNER'S agents and that none of the terms of this agreement shall make them the OWNER'S agents.

10. **RENTAL OF PROPERTY** Should the OWNER rent the property during the period of this agreement, and the lessee purchases the herein described real property during the term of the lease or any renewal or extension thereof, the OWNER agrees to pay to BROKER the selling commission as described in this contract.

11. **RESTRAINT OF TRADE** I understand that the ITHACA BOARD OF REALTORS, INC. or IBRMLS does not engage in any agreement or activity which recommends, fixes, suggests, controls, or maintains any commissions or commission divisions related to the sale of listed property. Commissions or fees for real estate services to be provided herein are negotiable between OWNER and BROKER.

12. **BROKERAGE FEE: WHEN DUE AND PAYABLE** OWNER agrees the brokerage fee will be due and payable to BROKER:

- (A) if prior to the expiration of this listing contract a purchaser for the property, or an agreement to exchange the property, is secured by the OWNER or by any other person at the sales price and terms contained in this contract or for any other sales price and terms acceptable to OWNER, or
- (B) if after the expiration date of the listing contract or any extensions thereof, and during the _____ months thereafter a person buys, or exchanges, the property directly from the OWNER who was physically shown and brought on the property by a licensed real estate agent during the term of this listing. However, the OWNER shall not be obligated to pay such compensation if a valid listing agreement is entered into during the term of said protection period with another licensed BROKER and a sale, lease or exchange of the property is made during the term of the protection period.

13. **AMOUNT OF BROKERAGE FEE**

- (A) OWNER agrees that the brokerage fee will be _____ % of the gross selling price or \$ _____ *Fill in only one blank*
- (B) The commission offered by BROKER to subagents shall be _____ % of the gross selling price or \$ _____ *Fill in only one blank*
- (C) The commission offered by BROKER to buyer's agents shall be _____ % of the gross selling price or \$ _____ *Fill in only one blank*
- (D) The commission offered by BROKER to broker's agents shall be _____ % of the gross selling price or \$ _____ *Fill in only one blank*

14. **ONE COMMISSION** In utilizing subagency, buyer agency and/or broker's agency as described above, OWNER will not be liable for more than one (1) commission totaling _____ % of the gross selling price or \$ _____. [Fill in only one blank]

15. **SUBAGENCY** OWNER hereby authorizes the BROKER to make an offer of subagency to all participants in the IBRMLS. OWNER is further aware that OWNER could be liable for the misrepresentations, if any, of agents and subagents. If OWNER incurs a loss, as a result of misrepresentations of the agent and subagents, OWNER may be entitled to bring legal action against the responsible agent and subagents for reimbursement of such loss. Yes No

16. **BUYER'S AGENCY** OWNER hereby authorizes BROKER to cooperate with agents who represent buyers with the understanding that such buyer's agents will be representing only the interests of the prospective buyers. Yes No

17. **BROKER'S AGENCY** OWNER hereby authorizes BROKER to engage Broker's Agents to assist the BROKER in selling the property by locating a purchaser. OWNER acknowledges that s/he has no direct relationship with such broker's agents and, therefore, cannot provide instruction to the broker's agents. As a result, the OWNER may not be liable for the acts or omissions of such broker's agents. The listing BROKER may be responsible for the acts or omissions of the broker's agent. Yes No

18. **COOPERATION WITH AGENTS WHO ARE NOT PARTICIPANTS IN THE IBRMLS** OWNER hereby authorizes the BROKER to cooperate and compensate agents who are not participants in the IBRMLS with the same relationships authorized in 15 (Subagency), 16. (Buyer's Agency) and/or 17 (Broker's Agency) above Yes No

19. **SUBSEQUENT PURCHASE OFFERS** Upon the OWNER'S acceptance of a purchase offer that does not stipulate the property is to remain on the market, BROKER is directed to: (Check only one)

- (A) Discontinue marketing efforts, publish the transaction as a sale pending through the MLS, and refuse submission of all subsequent purchase offers.
- (B) Discontinue marketing efforts, publish the transaction as a sale pending through the MLS, and submit "backup" offers only.

OWNER SHOULD CONSULT AN ATTORNEY REGARDING ANY SUBSEQUENT OFFERS BECAUSE A BINDING CONTRACT FOR THE PROPERTY MAY ALREADY EXIST AND BROKERAGE COMMISSION CLAIMS MAY BE INVOLVED.

20. **TERMINATION** I understand that if I terminate the LISTING BROKER'S authority prior to the expiration of its term, the LISTING BROKER shall retain its contract rights to a commission and recovery of expenses and any other damages incurred by reason of my early termination of this agreement.

21. **TAXABLE EVENT** No representation is made by the BROKER of the taxable event of this sale or exchange. The OWNER is recommended to contact his tax adviser.

22. **INTEREST** If total commission is not paid when due, interest will be charged at _____ % per month on the unpaid balance.

Dated: _____

Owner: _____

Agent: _____

Owner: _____

23. ATTORNEYS FEES In any action, proceeding or arbitration arising out of this contract, the prevailing party shall be entitled to reasonable attorneys fees and costs.

24. PUBLICATION OF PROPERTY DATA OWNER agrees that the BROKER may provide the IBRMLS with information about the property. The selling price will be published to the IBRMLS participants only upon final sale of the property.

25. PROPERTY CONDITION DISCLOSURE OWNER has completed and delivered to BROKER a real estate property condition disclosure statement concerning the condition of the property which may be furnished to potential purchasers and to real estate licensees Yes No

26. DISCLOSURE OF NATURAL DEFECTS OR ADVERSE CONDITIONS OWNER states that during the term of ownership and to the best of OWNER'S knowledge as of the date of this listing OWNER certifies that the property possesses the following defects or conditions which may have an impact upon the saleability of the property: _____

27. INFORMATION ABOUT PROPERTY All information about the property OWNER has given BROKER is accurate and complete, and BROKER assumes no responsibility to OWNER or anyone else for the accuracy of such information. OWNER authorizes BROKER to obtain other information about the property if BROKER wants to do so. BROKER will use sources of information BROKER believes to be reliable, but is not responsible to OWNER for the accuracy of the information BROKER obtains. OWNER authorizes BROKER to disclose to prospective purchasers and any other persons including other brokers any information about the property broker obtains from OWNER or any other source. OWNER understands that New York law requires OWNER to give certain information about heating and insulation to prospective purchasers if they ask for it in writing before a purchase contract is signed.

28. RENEWAL AND MODIFICATION OF CONTRACT OWNER may extend the life of this contract by signing a renewal agreement. If OWNER renews this contract the BROKER will notify the IBRMLS of the renewal prior to expiration of the contract. All changes or modifications of the provisions of this contract must be made in writing signed by OWNER(S) and BROKER.

29. AGENCY DISCLOSURE OWNER has read, signed, and received a copy of the agency relationship disclosure form as required by New York State Law. OWNER acknowledges that the BROKER has disclosed and discussed the possibility that other potential sellers have listed or may list their property with or have entered into or may enter into similar agency agreements with this BROKER which may involve the sale or lease of similar property as the BROKER is attempting to market on behalf of the OWNER.

30. EXPLANATION OF TYPES OF LISTINGS AND ACKNOWLEDGEMENT EXPLANATION:

- a. 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.
- b. 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.

ACKNOWLEDGEMENT:

OWNER hereby acknowledges the receipt of Explanation of Exclusive Right to Sell and Exclusive Agency types of listings.

OWNER

OWNER

OWNER has read and acknowledges the definitions of exclusive right to sell and exclusive agency listings as required under Rule 175.24 of the Rules and Regulations under Article 12A of the Real Property Law. OWNER understands that this contract grants the broker the exclusive right to sell the property.

31. MEDIATION AND ARBITRATION

a. The merits of any dispute arising under or in connection with this agreement shall be determined by arbitration before an arbitrator in the County of Tompkins, State of New York, pursuant to the Commercial Arbitration Rules then obtaining of the American Arbitration Association.

b. Before submitting a dispute to arbitration, the parties shall first attempt to resolve their dispute amicably. Either party may give notice for a mediation session before a mediator to be appointed by mutual agreement or, if the parties are unable to agree upon the selection of a mediator, such mediation shall be held before a mediator designated by the American Arbitration Association. The mediator shall make a recommendation to the parties in writing. Provided that mediation has taken place, if such recommendation is not to the mutual satisfaction of the parties, the party unwilling to accept the recommendation shall immediately file a demand for arbitration. The parties shall proceed with arbitration in accordance with 30.a. All costs of the arbitration and any legal action to confirm and enforce the arbitrator's award, including reasonable attorneys' fees and disbursements, shall be paid for by the party refusing to accept the recommendation of the mediator, unless such party prevails in the arbitration and receives relief greater than the mediator's recommendation, in which event each party shall be individually responsible for its own legal expenses and disbursements.

32. Effective JANUARY 1, 2009, Broker shall have the rights set forth in Real Property Law Section 294-b, the Commission Escrow Act. 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 you do 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.

33. ENTIRE AGREEMENT

The OWNER has read and understands this agreement and does hereby acknowledge receipt of a copy thereof. It contains the entire agreement between the OWNER and the BROKER. On signing this listing agreement, OWNER represents that there is no other listing agreement on this property in effect with anyone. Furthermore, this agreement shall be binding upon the parties hereto:

Dated: _____

Owner _____

Agent: _____

Owner _____