

# 2024 Contract Review Forms Changes

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- Exclusive Buyer Representation Agreement
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- Non-Exclusive Buyer Transaction Broker Agreement

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# EXCLUSIVE BUYER REPRESENTATION AGREEMENT

AGENCY: \_\_\_\_\_

## DISCLOSURE PROVISIONS

### APPOINTED AGENT:

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are \_\_\_\_\_ and holds a

\_\_\_\_\_ Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you.

If a replacement or temporary appointed agent is appointed to represent you either to replace the original appointed agent, or while that agent is temporarily unavailable, a new Disclosure and Agreement will be entered into with you by the Agency. Once the original appointed agent agreement is terminated, or the temporary appointed agent agreement is terminated by expiration, the original agent or temporary agent will no longer be representing you and will owe you no further duties or obligations except the duties to account for money and property and to maintain confidentiality of information as set forth in 32 M.R.S.A. Sec 13281 (2).

**Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment to the Agent(s).**  Yes  No

### DISCLOSED DUAL AGENT:

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
  - the willingness or ability of Seller to accept less than the asking price;
  - the willingness or ability of Buyer to pay more than has been offered;
  - confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
  - the motivation of Seller for selling and the motivation of Buyer for buying.

**Client has read and understood the Agreement; Client understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent. Client hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent.**  Yes  No

\_\_\_\_\_ (hereinafter "Buyer") Buyer hereby retains \_\_\_\_\_ (Agency) on an exclusive basis and in consideration of its efforts to locate and/or assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions below.

1. This Agreement begins on \_\_\_\_\_ and will expire on \_\_\_\_\_ ("Expiration Date"). If at such expiration date Buyer has placed a property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract. This Agreement is specific to properties located in the following areas: \_\_\_\_\_  
 Yes  No This Agreement will terminate upon the closing/transfer of the property pursuant to this contract and will not extend through the Expiration Date.

### 2. Agency responsibilities:

- a. Make available to the Buyer the Agency's professional skills and resources in locating, negotiating and closing on property determined by Buyer to be suitable to Buyer's needs;
- b. Assist the Buyer to determine current market value, if requested by Buyer;
- c. Will not reveal confidential information obtained from Buyer to other licensees, except to the Designated Broker or the Designated Broker's designee for purposes of seeking advice and assistance of benefit to Buyer;
- d. Assist Buyer, if requested, to locate property-related professional assistance (e.g., survey, tax, legal, inspection of building and/or systems) or other areas that Buyer indicates are crucial to the transaction.

3. Buyer responsibilities:
  - a. Work exclusively with Agency; Refer all properties of interest and conduct all negotiations through Agency for any property of interest to Buyer;
  - b. Furnish Agency with necessary personal and financial information to verify Buyer's ability to purchase property;
  - c. Consult with Agency before visiting open houses, contacting any other agency or "For Sale by Owner" properties to avoid confusion over the agency relationship or misunderstanding about liability for commission;
  - d. To make an independent investigation and determination that neighborhood, amenities, and non-property related issues meet Buyer's needs;
  - e. Request in writing that Agency investigate or verify specific issues and receive Agency's agreement to do so.
  - f. Retain sole and exclusive responsibility to evaluate the qualifications and make the final selection of any property-related professionals (e.g. builders, contractors, surveyors, building inspectors, tax advisors, attorneys, closing agents).
  
4. Compensation:
 

**Agency commissions are not set by law and are fully negotiable.**

  - a. Retainer Fee: Upon signing of this Agreement, Buyer shall pay \$\_\_\_\_\_dollars to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
  - b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$\_\_\_\_\_or \_\_\_\_\_% of the purchase price ~~or the amount offered by the listing agency to a buyer agency~~, whichever is greater. If Agency is paid some or all of the above amount ~~from the Seller or~~ out of the listing agency's commission, Buyer will only be required to pay the difference, if any. **Agency shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement.** The payment of any of the above commission by the Seller(s) or listing agency will not make Agency either the agent or subagent of the Seller(s).
  - c. For unlisted property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$\_\_\_\_\_or \_\_\_\_\_% of the purchase price, whichever is greater. If the Seller pays some or all of the above amount to Agency, Buyer will only be required to pay the difference, if any. **Agency shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement.** The payment of any of the above commission by the Seller will not make Agency an agent of the Seller.
  - d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent Buyer Representation Agreement with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on \_\_\_\_\_("Carryover Date").
  - e. The commission will be earned when a contract has been accepted by a Seller and all contingencies have been satisfied. The commission will be earned even when Buyer pursues the acquisition of property on their own without the involvement or assistance of Agency.
  - f. Disclosure of Agency Compensation Policies
 

Yes  No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Buyer acknowledges this policy may limit the participation of other agencies in the marketplace.

Yes  No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in- house sale versus sales involving a cooperating real estate brokerage agency.
  
5. Other Conditions:
  - a. This agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by this or other real estate agencies.
  - b. All properties are acceptable at the sole and absolute discretion of Buyer.
  - c. Buyer agrees that Agency and its agents may present the same property to other prospective buyers and may represent other buyers in the acquisition of the same property.
  - d. Agency will cooperate and compensate other agencies if appropriate in locating property for Buyer under this Agreement.
  - e. Agency will not be responsible for independently investigating or verifying specific information not related to the property itself.
  - f. Agency will not be responsible for independently verifying information supplied by other licensees, outside professionals or government agencies, third party advice, data or specific information unless agreed in writing by both parties.
  - g. Agency will not be responsible for determining the applicability of, or compliance with, any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing.
  - h. Buyer acknowledges Agency's advice to seek legal, tax and other professional advice as necessary relating to proposed transaction.

i. Buyer authorizes the disclosure of information herein to the MLS, closing agent and lender, if any, for verification and compliance purposes.

j. For properties not listed in the MLS, Buyer authorizes publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal, and statistical purposes.

Additional Conditions: \_\_\_\_\_

Buyer(s) acknowledges receipt of a copy of the Residential Property Transaction Booklet  Yes  No

Buyer(s) acknowledges that properties shown to Buyer(s) may be monitored by audio and/or video surveillance equipment and any discussion held at the property may not be confidential.

Agency and Buyer agree that Agency shall represent Buyer and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Properties shall be presented without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

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BUYER(S) Mailing Address: \_\_\_\_\_

BUYER(S) Phone Number(s): \_\_\_\_\_

BUYER(S) E-mail Address: \_\_\_\_\_ BUYER(S) Fax Number(s): \_\_\_\_\_

Accepted by AGENCY on \_\_\_\_\_ (Date)

By: \_\_\_\_\_

Name:

Its Authorized Signer



# EXCLUSIVE BUYER REPRESENTATION AGREEMENT

Buyer hereby retains \_\_\_\_\_ (hereinafter "Buyer")  
\_\_\_\_\_ (Agency)  
on an exclusive basis and in consideration of its efforts to locate and/or assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions below.

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  - b. Assist the Buyer to determine current market value, if requested by Buyer;
  - c. Will not reveal confidential information obtained from Buyer to other licensees, except to the Designated Broker or the Designated Broker's designee for purposes of seeking advice and assistance of benefit to Buyer;
  - d. Assist Buyer, if requested, to locate property-related professional assistance (e.g., survey, tax, legal, inspection of building and/or systems) or other areas that Buyer indicates are crucial to the transaction.
3. Buyer responsibilities:
  - a. Work exclusively with Agency; Refer all properties of interest and conduct all negotiations through Agency for any property of interest to Buyer;
  - b. Furnish Agency with necessary personal and financial information to verify Buyer's ability to purchase property;
  - c. Consult with Agency before visiting open houses, contacting any other agency or "For Sale by Owner" properties to avoid confusion over the agency relationship or misunderstanding about liability for commission;
  - d. To make an independent investigation and determination that neighborhood, amenities, and non-property related issues meet Buyer's needs;
  - e. Request in writing that Agency investigate or verify specific issues and receive Agency's agreement to do so.
  - f. Retain sole and exclusive responsibility to evaluate the qualifications and make the final selection of any property-related professionals (e.g. builders, contractors, surveyors, building inspectors, tax advisors, attorneys, closing agents).
4. Compensation:

**Agency commissions are not set by law and are fully negotiable.**

  - a. Retainer Fee: Upon signing of this Agreement, Buyer shall pay \$ \_\_\_\_\_ dollars to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
  - b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price ~~or the amount offered by the listing agency to a buyer agency~~, whichever is greater. If Agency is paid some or all of the above amount ~~from the Seller or~~ out of the listing agency's commission, Buyer will only be required to pay the difference, if any. **Agency shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement.** The payment of any of the above commission by the Seller(s) or listing agency will not make Agency either the agent or subagent of the Seller(s).
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  - d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent Buyer Representation Agreement with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on \_\_\_\_\_ ("Carryover Date").
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 Yes  No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.
5. Other Conditions:
  - a. This agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by this or other real estate agencies.
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- c. Buyer agrees that Agency and its agents may present the same property to other prospective buyers and may represent other buyers in the acquisition of the same property.
- d. Agency will cooperate and compensate other agencies if appropriate in locating property for Buyer under this Agreement.
- e. Agency will not be responsible for independently investigating or verifying specific information not related to the property itself.
- f. Agency will not be responsible for independently verifying information supplied by other licensees, outside professionals or government agencies, third party advice, data or specific information unless agreed in writing by both parties.
- g. Agency will not be responsible for determining the applicability of, or compliance with, any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing.
- h. Buyer acknowledges Agency's advice to seek legal, tax and other professional advice as necessary relating to proposed transaction.
- i. Buyer authorizes the disclosure of information herein to the MLS, closing agent, and lender, if any for verification and compliance purposes.
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BUYER

BUYER(S) Mailing Address: \_\_\_\_\_

BUYER(S) Phone Number(s): \_\_\_\_\_

BUYER(S) E-mail Address: \_\_\_\_\_ BUYER(S) Fax Number(s): \_\_\_\_\_

Accepted by AGENCY on \_\_\_\_\_ (Date)

By: \_\_\_\_\_

Name:  
Its Authorized Signer





# NON-EXCLUSIVE BUYER REPRESENTATION AGREEMENT

AGENCY: \_\_\_\_\_

## DISCLOSURE PROVISIONS

### APPOINTED AGENT:

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BUYER

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BUYER

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BUYER

BUYER(S) MAILING ADDRESS: \_\_\_\_\_

BUYER(S) PHONE NUMBER: \_\_\_\_\_ BUYER(S) FAX NUMBER(S): \_\_\_\_\_

BUYER(S) E-MAIL ADDRESS: \_\_\_\_\_

Accepted by AGENCY on \_\_\_\_\_ (Date)

By: \_\_\_\_\_

Name:

Its Authorized Signer



# NON-EXCLUSIVE BUYER REPRESENTATION AGREEMENT

Buyer hereby retains \_\_\_\_\_ (hereinafter "Buyer")  
\_\_\_\_\_ (Agency)  
on a non-exclusive basis and in consideration of its efforts to locate and/or assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions below.

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 Yes  No This Agreement will terminate upon the closing/transfer of the property pursuant to this contract and will not extend through the Expiration Date.
2. Agency responsibilities:
  - a. Make available to the Buyer the Agency's professional skills and resources in locating, negotiating and closing on property determined by Buyer to be suitable to Buyer's needs;
  - b. Assist the buyer to determine current market value, if requested by Buyer;
  - c. Will not reveal confidential information obtained from Buyer to other licensees, except to the Designated Broker or the Designated Broker's designee for purposes of seeking advice and assistance of benefit to Buyer;
  - d. Assist Buyer, if requested, to locate property-related professional assistance (e.g., survey, tax, legal, inspection of building and/or systems) or other areas that Buyer indicates are crucial to the transaction.
3. Buyer responsibilities:
  - a. Work exclusively and conduct all negotiations through Agency on all property shown by Agency;
  - b. Furnish Agency with necessary personal and financial information to verify Buyer's ability to purchase property;
  - c. To make an independent investigation and determination that neighborhood, amenities, and non-property related issues meet Buyer's needs;
  - d. Request in writing that Agency investigate or verify specific issues and receive Agency's agreement to do so.
  - e. Retain sole and exclusive responsibility to evaluate the qualifications and make the final selections of any property-related professionals (e.g. builders, contractors, surveyors, building inspectors, tax advisers, attorneys, closing agents).
4. Compensation:

**Agency commissions are not set by law and are fully negotiable.**

  - a. Retainer Fee: Upon signing of this agreement, Buyer shall pay \$ \_\_\_\_\_ dollars to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
  - b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price **or the amount offered by the listing agency to a buyer agency**, whichever is greater. **If Agency is paid some or all of the above amount from the Seller or out of the listing agency's commission, Buyer will only be required to pay the difference, if any. Agency shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement.** The payment of any **of the above** commission by the Seller(s) or listing agency **from the sales proceeds** will not make **the** Agency either the agent or subagent of the Seller(s).
  - c. For unlisted property, Buyer agrees to pay, or cause to be paid by Seller to Agency, a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price, **whichever is greater. If the Seller pays some or all of the above amount to Agency, Buyer will only be required to pay the difference, if any. Agency shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement. The payment of any of the above commission by the Seller will not make Agency an agent of the Seller.**
  - d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent Buyer Representation Agreement with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on \_\_\_\_\_ ("Carryover Date").
  - e. The commission will be earned when a contract has been accepted by a Seller and all contingencies have been satisfied.
  - f. Disclosure of Agency Compensation Policies  
 Yes  No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Buyer acknowledges this policy may limit the participation of other agencies in the marketplace.  
 Yes  No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.
5. Other Conditions:
  - a. This agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by this or other real estate agencies.
  - b. All properties are acceptable at the sole and absolute discretion of Buyer.
  - c. Buyer agrees that Agency and its agents may present the same property to other prospective buyers and may represent other buyers in the acquisition of the same property.
  - d. Agency will cooperate and compensate other agencies if appropriate in locating property for Buyer under this Agreement.
  - e. Agency will not be responsible for independently investigating or verifying specific information not related to the property itself.
  - f. Agency will not be responsible for independently verifying information supplied by other licensees, outside professionals or government agencies, third party advice, data or specific information unless agreed in writing by both parties.

- g. Agency will not be responsible for determining the applicability of, or compliance with, any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing.
- h. Buyer acknowledges Agency's advice to seek legal, tax and other professional advice as necessary relating to proposed transaction.
- i. Buyer authorizes the disclosure of information herein to the MLS, closing agent, and lender, if any for verification and compliance purposes.
- j. For properties not listed in the MLS, Buyer authorizes publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal, and statistical purposes.

Additional Conditions: \_\_\_\_\_

Buyer(s) acknowledges receipt of a copy of the Residential Property Transaction Booklet  Yes  No

Buyer(s) acknowledges that properties shown to Buyer(s) may be monitored by audio and/or video surveillance equipment and any discussion held at the property may not be confidential.

Agency and Buyer agree that Agency shall represent Buyer and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Properties shall be presented without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

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BUYER

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BUYER

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BUYER

\_\_\_\_\_  
BUYER

BUYER(S) MAILING ADDRESS: \_\_\_\_\_

BUYER(S) PHONE NUMBER: \_\_\_\_\_ BUYER(S) FAX NUMBER(S): \_\_\_\_\_

BUYER(S) E-MAIL ADDRESS: \_\_\_\_\_

Accepted by AGENCY on \_\_\_\_\_ (Date)

By: \_\_\_\_\_

Name:  
Its Authorized Signer

# EXCLUSIVE BUYER TRANSACTION BROKER AGREEMENT

\_\_\_\_\_ (hereinafter "Buyer")  
hereby retains \_\_\_\_\_

\_\_\_\_\_ (hereinafter "Agency") as a Transaction Broker on an exclusive basis and in consideration of its efforts to assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions set forth herein.

**A Transaction Broker does not represent any party to a real estate transaction as a client and is not bound by the statutory duties of loyalty, obedience, disclosure, confidentiality, reasonable care, and diligence. A party to a real estate transaction is not vicariously liable for the acts or omissions of a Transaction Broker.**

1. This Agreement begins on \_\_\_\_\_ and will expire on \_\_\_\_\_ ("Expiration Date"). If at such expiration date Buyer has placed a property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract. This Agreement is specific to properties located in the following areas: \_\_\_\_\_.

Yes  No This Agreement will terminate upon the closing/transfer of the property pursuant to this contract and will not extend through the Expiration Date.

2. Agency responsibilities:

- a. Account in a timely manner for all money and property received.
- b. Disclose in a timely manner all material defects pertaining to the physical condition of a property of which Agency has actual notice or knowledge.
- c. Comply with any applicable federal, state or local laws, rules, regulations or ordinances related to real estate brokerage, including fair housing and civil rights laws or regulations.
- d. Treat all parties honestly and not knowingly give false information.
- e. Perform such ministerial acts (acts that are informative or clerical in nature and do not rise to the level of active representation of a party, e.g., delivery of documents in a non-advisory capacity) as may be agreed upon from time to time between Buyer and Agency.

3. Agency may not:

- a. Conduct an inspection, investigation or analysis of a property for the benefit of any party.
- b. Verify the accuracy or completeness of oral or written statements made by a seller or any third party.
- c. Promote the interests of either party to a transaction except as required by law.

4. Buyer responsibilities:

- a. Work exclusively with Agency.
- b. Consult with Agency before visiting open houses, contacting other agencies or "For Sale by Owner" properties to avoid confusion or misunderstanding about liability for commission.
- c. To make an independent investigation and determination that any property, neighborhood, amenities, and non-property-related issues meet Buyer's needs.
- d. To seek legal, tax and other professional advice and assistance as necessary relating to any proposed transaction.
- e. Retain sole and exclusive responsibility to evaluate the qualifications and make the final selection of any property-related professionals (e.g. builders, contractors, surveyors, building inspectors, tax advisers, attorneys, closing agents).

5. Compensation:

**Agency commissions are not set by law and are fully negotiable.**

- a. Retainer Fee: Upon signing this Agreement, Buyer shall pay \$ \_\_\_\_\_ to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
- b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price **or the amount offered by the listing agency**, whichever is greater. If Agency is paid some or all of the above amount **from the Seller or** out of the listing agency's commission, Buyer will only be required to pay the difference, **if any. Agency shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement.** The payment of any **of the above** commission by the Seller(s) or listing agency **from the sales proceeds** will not make Agency either the agent or subagent of the Seller(s).
- c. For unlisted property, Buyer agrees to pay, or cause to be paid, a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price, **whichever is greater. If the Seller pays some or all of the above amount to Agency, Buyer will only be required to pay the difference, if any. Agency shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement. The payment of any of the above commission by the Seller will not make Agency an agent of the Seller.**

- d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent written buyer transaction broker or buyer representation agreement with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on \_\_\_\_\_ ("Carryover Date").
  - e. The commission will be earned when a contract has been accepted by a seller and all contingencies have been satisfied. The commission will be earned even when Buyer pursues the acquisition of property on their own without the involvement or assistance of Agency.
  - f. Disclosure of Agency Compensation Policies:
    - Yes  No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Buyer acknowledges this policy may limit the participation of other agencies in the marketplace.
    - Yes  No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.
6. Other Conditions:
- a. This Agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by Agency or other real estate agencies.
  - b. All properties are acceptable at the sole and absolute discretion of Buyer.
  - c. Buyer agrees that Agency and its affiliated licensees may present the same properties to other prospective buyers and may represent other buyers in the acquisition of the same properties.
  - d. Buyer authorizes the disclosure of information herein to the MLS, closing agent, and lender, if any, for verification and compliance purposes.
  - e. For properties not listed in the MLS, Buyer authorizes publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal, and statistical purposes.

Additional Conditions: \_\_\_\_\_  
 \_\_\_\_\_

Buyer(s) acknowledges that properties shown to Buyer(s) may be monitored by audio and/or video surveillance equipment.

Properties shall be presented without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

Buyer hereby consents to receive fax or other electronic transmissions sent from Agency to fax number(s) and/or email address(es) provided herein.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

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 BUYER

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 BUYER

BUYER(S) MAILING ADDRESS: \_\_\_\_\_

BUYER(S) PHONE NUMBER: \_\_\_\_\_

BUYER(S) EMAIL ADDRESS: \_\_\_\_\_

BUYER(S) FAX NUMBER(S): \_\_\_\_\_

Accepted by AGENCY on \_\_\_\_\_ (Date)

By: \_\_\_\_\_

Name:

Its Authorized Signer



# NON-EXCLUSIVE BUYER TRANSACTION BROKER AGREEMENT

\_\_\_\_\_ (hereinafter "Buyer") hereby retains \_\_\_\_\_ (hereinafter "Agency") as a Transaction Broker on a non-exclusive basis and in consideration of its efforts to assist in the acquisition of real property suitable to Buyer by way of purchase, exchange, option, lease or otherwise, consistent with the terms and conditions set forth herein.

**A Transaction Broker does not represent any party to a real estate transaction as a client and is not bound by the statutory duties of loyalty, obedience, disclosure, confidentiality, reasonable care, and diligence. A party to a real estate transaction is not vicariously liable for the acts or omissions of a Transaction Broker.**

1. This Agreement begins on \_\_\_\_\_ and will expire on \_\_\_\_\_ ("Expiration Date"). If at such expiration date Buyer has placed a property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract. This Agreement is specific to properties located in the following areas: \_\_\_\_\_.

Yes  No This Agreement will terminate upon the closing/transfer of the property pursuant to this contract and will not extend through the Expiration Date.

2. Agency responsibilities:

- a. Account in a timely manner for all money and property received.
- b. Disclose in a timely manner all material defects pertaining to the physical condition of a property of which Agency has actual notice or knowledge.
- c. Comply with any applicable federal, state or local laws, rules, regulations or ordinances related to real estate brokerage, including fair housing and civil rights laws or regulations.
- d. Treat all parties honestly and not knowingly give false information.
- e. Perform such ministerial acts (acts that are informative or clerical in nature and do not rise to the level of active representation of a party, e.g., delivery of documents in a non-advisory capacity) as may be agreed upon from time to time between Buyer and Agency.

3. Agency may not:

- a. Conduct an inspection, investigation or analysis of a property for the benefit of any party.
- b. Verify the accuracy or completeness of oral or written statements made by a seller or any third party.
- c. Promote the interests of either party to a transaction except as required by law.

4. Buyer responsibilities:

- a. Work exclusively with Agency on all properties shown by Agency.
- b. To make an independent investigation and determination that any property, neighborhood, amenities, and non-property-related issues meet Buyer's needs.
- c. To seek legal, tax and other professional advice and assistance as necessary relating to any proposed transaction.

5. Compensation:

**Agency commissions are not set by law and are fully negotiable.**

- a. Retainer Fee: Upon signing this Agreement, Buyer shall pay \$ \_\_\_\_\_ to retain Agency's services during this period. This retainer fee is not refundable but shall be credited to the Buyer at closing.
- b. For listed property, Buyer agrees to pay, or cause to be paid, to Agency a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price ~~or the amount offered by the listing agency~~, whichever is greater. If Agency is paid some or all of the above amount ~~from the Seller or~~ out of the listing agency's commission, Buyer will only be required to pay the difference, if any. **Agency shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement.** The payment of any ~~of the above~~ commission by the Seller(s) or listing agency ~~from the sales proceeds~~ will not make Agency either the agent or subagent of the Seller(s).
- c. For unlisted property, Buyer agrees to pay, or cause to be paid, a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price, **whichever is greater. If the Seller pays some or all of the above amount to Agency, Buyer will only be required to pay the difference, if any. Agency shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in this Agreement. The payment of any of the above commission by the Seller will not make Agency an agent of the Seller.**
- d. If, within 6 months of the expiration of this Agreement, Buyer receives an interest in property by way of purchase, exchange, option, lease or otherwise, which property was introduced to Buyer during the term of this Agreement, a commission will be due Agency unless Buyer in good faith has entered into a subsequent written buyer transaction broker or buyer representation agreement with another agency. Introduction to the property includes receiving any information concerning the property, being shown the property or presenting offers on the property. All rights under this paragraph shall expire on \_\_\_\_\_ ("Carryover Date").



- e. The commission will be earned when a contract has been accepted by a seller and all contingencies have been satisfied.
  - f. Disclosure of Agency Compensation Policies:
    - Yes  No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Buyer acknowledges this policy may limit the participation of other agencies in the marketplace.
    - Yes  No Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.
6. Other conditions:
- a. This Agreement includes property for sale by owner, property not currently for sale, unlisted new construction and property listed for sale by Agency or other real estate agencies.
  - b. All properties are acceptable at the sole and absolute discretion of Buyer.
  - c. Buyer agrees that Agency and its affiliated licensees may present the same properties to other prospective buyers and may represent other buyers in the acquisition of the same properties.
  - d. Buyer authorizes the disclosure of information herein to the MLS, closing agent, and lender, if any, for verification and compliance purposes.**
  - e.** For properties not listed in the MLS, Buyer authorizes publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal, and statistical purposes.

Additional Conditions: \_\_\_\_\_  
 \_\_\_\_\_

Buyer(s) acknowledges that properties shown to Buyer(s) may be monitored by audio and/or video surveillance equipment.

Properties shall be presented without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

Buyer hereby consents to receive fax or other electronic transmissions sent from Agency to fax number(s) and/or email address(es) provided herein.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

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 BUYER BUYER

\_\_\_\_\_  
 BUYER BUYER

BUYER'S MAILING ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_

BUYER'S PHONE NUMBER: \_\_\_\_\_

BUYER'S EMAIL ADDRESS: \_\_\_\_\_

BUYER'S FAX NUMBER(S): \_\_\_\_\_

Accepted by AGENCY on \_\_\_\_\_ (Date)

By: \_\_\_\_\_

Name:

Its Authorized Signer



# EXCLUSIVE AGENCY LISTING AGREEMENT

AGENCY: \_\_\_\_\_

## COMPENSATION:

Agency commissions are not set by law and are fully negotiable.

In consideration of Agency's agreement to list and promote the sale of (  all  part of; If 'part of ' see explanation or description attached hereto) Seller's property situated in municipality of \_\_\_\_\_, County of \_\_\_\_\_, State of Maine, located at \_\_\_\_\_ and described in deed(s) recorded at said County Registry of Deeds in Book(s) \_\_\_\_\_, Page(s) \_\_\_\_\_, the undersigned as Seller, hereby gives the Agency the exclusive agency to sell or exchange said property at a price of \$ \_\_\_\_\_, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, excluding the Seller, then Seller agrees to pay this Agency a commission of \$ \_\_\_\_\_ or \_\_\_\_\_% of ~~contract~~ the purchase price, whichever is greater. If Buyer is a customer of Listing Agency and not represented by another agency, Seller agrees to pay this Agency an additional \$ \_\_\_\_\_ or \_\_\_\_\_% of the purchase price, whichever is greater.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency including, without limitation, the following:

## BUYER'S AGENCY

- Yes  No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.
- Yes  No This Agency's policy is to share compensation with Buyer's agents.
- Yes  No If Yes, for this transaction, Seller consents to this Agency's policy for this transaction is to offer compensation to Buyer's agents in the range of \_\_\_\_\_% to \_\_\_\_\_% of the ~~contract~~ purchase price.

## TRANSACTION BROKERS

- Yes  No This Agency's policy is to cooperate with other agencies acting as transaction brokers.
- Yes  No This Agency's policy is to share compensation with transaction brokers.
- Yes  No If Yes, for this transaction, Seller consents to this Agency's policy for this transaction is to offer compensation to Transaction brokers in the range of \_\_\_\_\_% to \_\_\_\_\_% of the ~~contract~~ purchase price.

## DISCLOSURE OF AGENCY COMPENSATION POLICIES

- Yes  No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.
- Yes  No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

## CONCESSIONS

- Yes  No In addition to the above referenced commission, Seller agrees to offer \$ \_\_\_\_\_ or \_\_\_\_\_% of the purchase price towards Buyer's pre-pays, points and/or closing costs.

## TERM:

This Agreement begins on \_\_\_\_\_ and will expire on \_\_\_\_\_ ("Expiration Date"). If at such expiration date Seller has placed the property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this Agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall expire on \_\_\_\_\_, \_\_\_\_\_ ("Carryover Date").

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by \_\_\_\_\_ deed.
- To authorize a "For Sale" sign on the property.  Yes  No
- To authorize the advertising of the property.  Yes  No
- To authorize use of a key and/or a lock box on the property.  Yes  No
- To authorize Agency to divulge the existence of offers on or interest in the property.  Yes  No
- To authorize publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal and statistical purposes.  Yes  No
- To authorize the Agency to use and make exterior and interior photographs and video of said property in promoting its sale.  Yes  No
- To authorize inclusion of street address of the property on Internet display to the public.  Yes  No
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites.  Yes  No
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites.  Yes  No
- This property is monitored by audio and/or video surveillance equipment.  Yes  No
- That agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller releases and indemnifies Agency and licensees against any liability which may occur due to damage or loss.
- Seller acknowledges that buyers and licensees may engage in activities such as, but not limited to, photography, videography and video telephony.
- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.
- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.
- Seller authorizes the disclosure of information herein to the MLS, closing agent, and lender, if any, for verification and compliance purposes.

Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and \_\_\_\_\_ are included with the sale except for the following:

\_\_\_\_\_

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: \_\_\_\_\_

\_\_\_\_\_

Other Conditions: \_\_\_\_\_

\_\_\_\_\_

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet  Yes  No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

SELLER(S) Mailing Address: \_\_\_\_\_

SELLER(S) Phone Number(s): \_\_\_\_\_

SELLER(S) Email Address: \_\_\_\_\_

SELLER(S) Fax Number(s): \_\_\_\_\_

Accepted by AGENCY on \_\_\_\_\_ (Date)

By: \_\_\_\_\_

Name:

Its Authorized Signer

Page 3 of 3



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# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY: \_\_\_\_\_

## DISCLOSURE PROVISIONS

### APPOINTED AGENT:

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are

and holds a \_\_\_\_\_ Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you.

If a replacement or temporary appointed agent is appointed to represent you either to replace the original appointed agent, or while that agent is temporarily unavailable, a new Disclosure and Agreement will be entered into with you by the Agency. Once the original appointed agent agreement is terminated, or the temporary appointed agent agreement is terminated by expiration, the original agent or temporary agent will no longer be representing you and will owe you no further duties or obligations except the duties to account for money and property and to maintain confidentiality of information as set forth in 32 M.R.S.A. Sec 13281 (2).

**Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment of the Agent(s).**  Yes  No

### DISCLOSED DUAL AGENT:

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
  - the willingness or ability of Seller to accept less than the asking price;
  - the willingness or ability of Buyer to pay more than has been offered;
  - confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
  - the motivation of Seller for selling and the motivation of Buyer for buying.

**Client has read and understood the Agreement. Client understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent. Client hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent.**  Yes  No

### COMPENSATION:

**Agency commissions are not set by law and are fully negotiable.**

In consideration of Agency's agreement to list and promote the sale of (  all  part of; If 'part of' see explanation or description attached hereto) Seller's property situated in municipality of \_\_\_\_\_, County of \_\_\_\_\_, State of Maine, located at \_\_\_\_\_ and described in deed(s) recorded at said County Registry of Deeds in Book(s) \_\_\_\_\_, Page(s) \_\_\_\_\_, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$ \_\_\_\_\_, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay **this Agency a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ % of ~~contract~~ the purchase price, whichever is greater. If Buyer is a customer of Listing Agency and not represented by another agency, Seller agrees to pay this Agency an additional \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price, whichever is greater.**

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency including, without limitation, the following:

**BUYER'S AGENCY**

Yes  No  
 Yes  No  
 Yes  No

This Agency's policy is to cooperate with other agencies acting as Buyer's agents.  
This Agency's policy is to share compensation with Buyer's agents.  
If Yes, for this transaction, Seller consents to this Agency's policy for this transaction is to offer compensation to Buyer's agents in the range of \_\_\_% to \_\_\_% of the contract purchase price.

**TRANSACTION BROKERS**

Yes  No  
 Yes  No  
 Yes  No

This Agency's policy is to cooperate with other agencies acting as transaction brokers.  
This Agency's policy is to share compensation with transaction brokers.  
If Yes, for this transaction, Seller consents to this Agency's policy for this transaction is to offer compensation to transaction brokers in the range of \_\_\_% to \_\_\_% of the contract purchase price.

**DISCLOSURE OF AGENCY COMPENSATION POLICIES**

Yes  No  
 Yes  No

This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.  
This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

**CONCESSIONS**

Yes  No

In addition to the above referenced commission, Seller agrees to offer \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price towards Buyer's pre-pays, points and/or closing costs.

**TERM:**

This Agreement begins on \_\_\_\_\_ and will expire on \_\_\_\_\_ ("Expiration Date"). If at such expiration date Seller has placed the property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this Agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall expire on \_\_\_\_\_, \_\_\_\_\_ ("Carryover Date").

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by \_\_\_\_\_ deed.
- To authorize a "For Sale" sign on the property.  Yes  No
- To authorize the advertising of the property.  Yes  No
- To authorize use of a key and/or a lock box on the property.  Yes  No
- To authorize Agency to divulge the existence of offers on or interest in the property.  Yes  No
- To authorize publication of property and applicable disclosure attachments in the MLS and use of Information for marketing, appraisal and statistical purposes.  Yes  No
- To authorize the Agency to use and make exterior and interior photographs and video of said property in promoting its sale.  Yes  No
- To authorize inclusion of street address of the property on Internet display to the public.  Yes  No
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites.  Yes  No
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites.  Yes  No
- This property is monitored by audio and/or video surveillance equipment.  Yes  No
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller releases and indemnifies Agency and licensees against any liability which may occur due to damage or loss.
- Seller acknowledges that buyers and licensees may engage in activities such as, but not limited to, photography, videography and videotelephony.
- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Service.
- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.



- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.
- Seller authorizes the disclosure of information herein to the MLS, closing agent, and lender, if any, for verification and compliance purposes.

**Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.**

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and \_\_\_\_\_ are included with the sale except for the following: \_\_\_\_\_

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: \_\_\_\_\_

Other Conditions: \_\_\_\_\_

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet  Yes  No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein. Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

SELLER(S) Mailing Address: \_\_\_\_\_

SELLER(S) Phone Number(s): \_\_\_\_\_

SELLER(S) E-mail Address: \_\_\_\_\_

SELLER(S) Fax Number(s): \_\_\_\_\_

Accepted by AGENCY on \_\_\_\_\_ (Date)

By: \_\_\_\_\_

Name:

Its Authorized Signer

# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY: \_\_\_\_\_

## COMPENSATION:

Agency commissions are not set by law and are fully negotiable.

In consideration of Agency's agreement to list and promote the sale of (  all  part of; If 'part of' see explanation or description attached hereto) Seller's property situated in municipality of \_\_\_\_\_, County of \_\_\_\_\_, State of Maine, located at \_\_\_\_\_ and described in deed(s) recorded at said County Registry of Deeds in Book(s) \_\_\_\_\_, Page(s) \_\_\_\_\_, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$ \_\_\_\_\_, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay this Agency a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ % of ~~contract~~ the purchase price, whichever is greater. If Buyer is a customer of Listing Agency and not represented by another agency, Seller agrees to pay this Agency an additional \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price, whichever is greater.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency including, without limitation, the following:

## BUYER'S AGENCY

- Yes  No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.  
 Yes  No This Agency's policy is to share compensation with Buyer's agents.  
 Yes  No If Yes, for this transaction, Seller consents to this Agency's policy for this transaction is to offer compensation to Buyer's agents in the range of \_\_\_% to \_\_\_% of the ~~contract~~ purchase price.

## TRANSACTION BROKERS

- Yes  No This Agency's policy is to cooperate with other agencies acting as transaction brokers.  
 Yes  No This Agency's policy is to share compensation with transaction brokers.  
 Yes  No If Yes, for this transaction, Seller consents to this Agency's policy for this transaction is to offer compensation to transaction brokers in the range of \_\_\_% to \_\_\_% of the ~~contract~~ purchase price.

## DISCLOSURE OF AGENCY COMPENSATION POLICIES

- Yes  No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.  
 Yes  No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

## CONCESSIONS

- Yes  No In addition to the above referenced commission, Seller agrees to offer \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price towards Buyer's pre-pays, points and/or closing costs.

## TERM:

This Agreement begins on \_\_\_\_\_ and will expire on \_\_\_\_\_ ("Expiration Date"). If at such expiration date Seller has placed the property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this Agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall expire on \_\_\_\_\_, \_\_\_\_\_ ("Carryover Date").

Page 1 of 3 Seller's Initials \_\_\_\_\_

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by \_\_\_\_\_ deed.
- To authorize a "For Sale" sign on the property.  Yes  No
- To authorize the advertising of the property.  Yes  No
- To authorize use of a key and/or a lock box on the property.  Yes  No
- To authorize Agency to divulge the existence of offers on or interest in the property.  Yes  No
- To authorize publication of property and applicable disclosure attachments in the MLS and use of information for marketing, appraisal and statistical purposes.  Yes  No
- To authorize the Agency to use and make exterior and interior photographs and video of said property in promoting its sale.  Yes  No
- To authorize inclusion of street address of the property on Internet display to the public.  Yes  No
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites.  Yes  No
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites.  Yes  No
- This property is monitored by audio and/or video surveillance equipment.  Yes  No
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller releases and indemnifies Agency and licensees against any liability which may occur due to damage or loss.
- Seller acknowledges that buyers and licensees may engage in activities such as, but not limited to, photography, videography, and videotelephony.
- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.
- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.
- Seller authorizes the disclosure of information herein to the MLS, closing agent, and lender, if any, for verification and compliance purposes.

**Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.**

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and \_\_\_\_\_ are included with the sale except for the following: \_\_\_\_\_

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: \_\_\_\_\_

Other Conditions: \_\_\_\_\_

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet  Yes  No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

SELLER(S) Mailing Address: \_\_\_\_\_

SELLER(S) Phone Number(s): \_\_\_\_\_

SELLER(S) E-mail Address: \_\_\_\_\_

SELLER(S) Fax Number(s): \_\_\_\_\_

Accepted by AGENCY on \_\_\_\_\_ (Date)

By: \_\_\_\_\_

Name:

Its Authorized Signer



**SELLER TRANSACTION BROKER AGREEMENT**  
**(Ministerial Acts Only - Not a Listing Agreement)**

\_\_\_\_\_ (hereinafter "Seller")  
hereby retains \_\_\_\_\_ (hereinafter "Agency")  
as a Transaction Broker solely to perform such ministerial acts (acts that are informative or clerical in nature and do not rise to the level of active representation of a party) as may be agreed upon from time to time between Seller and Agency to assist in the sale of Seller's property located at \_\_\_\_\_.

**A Transaction Broker does not represent any party to a real estate transaction as a client and is not bound by the statutory duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence and accounting. A party to a real estate transaction is not vicariously liable for the acts or omissions of a Transaction Broker.**

1. This Agreement begins on \_\_\_\_\_ and will expire on \_\_\_\_\_.
2. Seller shall pay Agency \$ \_\_\_\_\_ for services performed hereunder, \$ \_\_\_\_\_ shall be paid upon execution of this Agreement and the balance shall be paid at closing.
3. Agency responsibilities:
  - a. Account in a timely manner for all money and property received.
  - b. Disclose in a timely manner all material defects pertaining to the physical condition of a property of which Agency has actual notice or knowledge.
  - c. Comply with any applicable federal, state or local laws, rules, regulations or ordinances related to real estate brokerage, including fair housing and civil rights laws or regulations.
  - d. Treat all parties honestly and not knowingly give false information.
4. Agency may not:
  - a. Conduct an inspection, investigation or analysis of a property for the benefit of any party.
  - b. Verify the accuracy or completeness of oral or written statements made by a seller or any third party.
  - c. Promote the interests of either party to a transaction except as required by law.
5. Seller responsibilities:
  - a. To seek legal, tax and other professional advice and assistance as necessary relating to the sale of the above property.
  - b. To request Agency to perform specific ministerial acts in connection with the sale of the above property.

**Agency commissions are not set by law and are fully negotiable.**

Seller hereby consents to receive fax or other electronic transmissions sent from Agency to fax number(s) and/or email address(es) provided herein.

Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

This property shall be offered without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

\_\_\_\_\_  
SELLER DATE SELLER DATE

\_\_\_\_\_  
SELLER DATE SELLER DATE

Seller's mailing address: \_\_\_\_\_  
Seller's phone number: \_\_\_\_\_ Seller's fax number: \_\_\_\_\_  
Seller's email address: \_\_\_\_\_

AGENCY  
By: \_\_\_\_\_  
Name: \_\_\_\_\_ DATE \_\_\_\_\_

Its Authorized Signer



PROPERTY LOCATED AT: \_\_\_\_\_

### PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

**DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.**

#### SECTION I – WATER SUPPLY

TYPE OF SYSTEM:  Public  Private  Seasonal \_\_\_\_\_  Unknown  
 Drilled  Dug  Other \_\_\_\_\_

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump (if any): .....  N/A  Yes  No  Unknown  
Quantity: .....  Yes  No  Unknown  
Quality: .....  Yes  No  Unknown

If Yes to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? .....  Yes  No  
If Yes, Date of most recent test: \_\_\_\_\_ Are test results available? ..  Yes  No  
To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? .....  Yes  No  
If Yes, are test results available? .....  Yes  No  
What steps were taken to remedy the problem? \_\_\_\_\_

IF PRIVATE: (Strike Section if Not Applicable):

INSTALLATION: Location: \_\_\_\_\_

Installed by: \_\_\_\_\_

Date of Installation: \_\_\_\_\_

USE: Number of persons currently using system: \_\_\_\_\_

Does system supply water for more than one household?  Yes  No  Unknown

Comments: \_\_\_\_\_

Source of Section I information: \_\_\_\_\_

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_



PROPERTY LOCATED AT: \_\_\_\_\_

**SECTION II – WASTE WATER DISPOSAL**

TYPE OF SYSTEM:  Public  Private  Quasi-Public \_\_\_\_\_  Unknown

IF PUBLIC OR QUASI-PUBLIC (Strike Section if Not Applicable):

Have you had the sewer line inspected?.....  Yes  No

If Yes, what results: \_\_\_\_\_

Have you experienced any problems such as line or other malfunctions? .....  Yes  No

What steps were taken to remedy the problem? \_\_\_\_\_

IF PRIVATE (Strike Section if Not Applicable):

Tank:  Septic Tank  Holding Tank  Cesspool  Other: \_\_\_\_\_

Tank Size:  500 Gallon  1000 Gallon  Unknown  Other: \_\_\_\_\_

Tank Type:  Concrete  Metal  Unknown  Other: \_\_\_\_\_

Location: \_\_\_\_\_ OR  Unknown

Date installed: \_\_\_\_\_ Date last pumped: \_\_\_\_\_ Name of pumping company: \_\_\_\_\_

Have you experienced any malfunctions? .....  Yes  No

If Yes, give the date and describe the problem: \_\_\_\_\_

Date of last servicing of tank: \_\_\_\_\_ Name of company servicing tank: \_\_\_\_\_

Leach Field: .....  Yes  No  Unknown

If Yes, Location: \_\_\_\_\_

Date of installation of leach field: \_\_\_\_\_ Installed by: \_\_\_\_\_

Date of last servicing of leach field: \_\_\_\_\_ Company servicing leach field: \_\_\_\_\_

Have you experienced any malfunctions? .....  Yes  No

If Yes, give the date and describe the problem and what steps were taken to remedy: \_\_\_\_\_

Do you have records of the design indicating the # of bedrooms the system was designed for?  Yes  No

If Yes, are they available? .....  Yes  No

Is System located in a Shoreland Zone? .....  Yes  No  Unknown

Comments: \_\_\_\_\_

Source of Section II information: \_\_\_\_\_

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

PROPERTY LOCATED AT: \_\_\_\_\_

**SECTION III – HEATING SYSTEM(S)/HEATING SOURCE(S)**

Heating System(s) or Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S) of System				
Age of system(s) or source(s)				
TYPE(S) of Fuel				
Annual consumption per system or source (i.e., gallons, kilowatt hours, cords)				
Name of company that services system(s) or source(s)				
Date of most recent service call				
Malfunctions per system(s) or source(s) within past 2 years				
Other pertinent information				

Are there fuel supply lines? .....  Yes  No  Unknown

Are any buried? .....  Yes  No  Unknown

Are all sleeved? .....  Yes  No  Unknown

Chimney(s): .....  Yes  No

    If Yes, are they lined: .....  Yes  No  Unknown

Is more than one heat source vented through one flue? .....  Yes  No  Unknown

Had a chimney fire: .....  Yes  No  Unknown

Has chimney(s) been inspected? .....  Yes  No  Unknown

    If Yes, date: \_\_\_\_\_

Date chimney(s) last cleaned: \_\_\_\_\_

Direct/Power Vent(s): .....  Yes  No  Unknown

Has vent(s) been inspected? .....  Yes  No  Unknown

    If Yes, date: \_\_\_\_\_

Comments: \_\_\_\_\_

Source of Section III information: \_\_\_\_\_

**SECTION IV – HAZARDOUS MATERIAL**

The licensee is disclosing that the Seller is making representations contained herein.

**A. UNDERGROUND STORAGE TANKS** - Are there now, or have there ever been, any underground storage tanks on the property? .....  Yes  No  Unknown

If Yes, are tanks in current use? .....  Yes  No  Unknown

If no longer in use, how long have they been out of service? \_\_\_\_\_

If tanks are no longer in use, have tanks been abandoned according to DEP?  Yes  No  Unknown

Are tanks registered with DEP? .....  Yes  No  Unknown

Age of tank(s): \_\_\_\_\_ Size of tank(s): \_\_\_\_\_

Location: \_\_\_\_\_

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

PROPERTY LOCATED AT: \_\_\_\_\_

What materials are, or were, stored in the tank(s)? \_\_\_\_\_

Have you experienced any problems such as leakage: .....  Yes  No  Unknown

Comments: \_\_\_\_\_

Source of information: \_\_\_\_\_

**B. ASBESTOS** — Is there now or has there been asbestos:

As insulation on the heating system pipes or duct work? .....  Yes  No  Unknown

In the ceilings? .....  Yes  No  Unknown

In the siding? .....  Yes  No  Unknown

In the roofing shingles? .....  Yes  No  Unknown

In flooring tiles? .....  Yes  No  Unknown

Other: \_\_\_\_\_  Yes  No  Unknown

Comments: \_\_\_\_\_

Source of information: \_\_\_\_\_

**C. RADON/AIR** - Current or previously existing:

Has the property been tested? .....  Yes  No  Unknown

If Yes: Date: \_\_\_\_\_ By: \_\_\_\_\_

Results: \_\_\_\_\_

If applicable, what remedial steps were taken? \_\_\_\_\_

Has the property been tested since remedial steps? .....  Yes  No  Unknown

Are test results available? .....  Yes  No

Results/Comments: \_\_\_\_\_

Source of information: \_\_\_\_\_

**D. RADON/WATER** - Current or previously existing:

Has the property been tested? .....  Yes  No  Unknown

If Yes: Date: \_\_\_\_\_ By: \_\_\_\_\_

Results: \_\_\_\_\_

If applicable, what remedial steps were taken? \_\_\_\_\_

Has the property been tested since remedial steps? .....  Yes  No  Unknown

Are test results available? .....  Yes  No

Results/Comments: \_\_\_\_\_

Source of information: \_\_\_\_\_

**E. METHAMPHETAMINE** - Current or previously existing:  Yes  No  Unknown

Comments: \_\_\_\_\_

Source of information: \_\_\_\_\_

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

PROPERTY LOCATED AT: \_\_\_\_\_

**F. LEAD-BASED PAINT/PAINT HAZARDS** — (Note: Lead-based paint is most commonly found in homes constructed prior to 1978)

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property? .....  
.....  Yes  No  Unknown  Unknown (but possible due to age)

If Yes, describe location and basis for determination: \_\_\_\_\_

Do you know of any records/reports pertaining to such lead-based paint/lead-based paint hazards:  Yes  No

If Yes, describe: \_\_\_\_\_

Are you aware of any cracking, peeling or flaking paint? .....  Yes  No

Comments: \_\_\_\_\_

Source of information: \_\_\_\_\_

**G. OTHER HAZARDOUS MATERIALS** - Current or previously existing:

TOXIC MATERIAL: .....  Yes  No  Unknown

LAND FILL: .....  Yes  No  Unknown

RADIOACTIVE MATERIAL: .....  Yes  No  Unknown

Other: \_\_\_\_\_

Source of information: \_\_\_\_\_

**Buyers are encouraged to seek information from professionals regarding any specific issue or concern.**

**SECTION V — GENERAL INFORMATION ACCESS TO THE PROPERTY**

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Source of information: \_\_\_\_\_

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass? .....  Yes  No  Unknown

If No, who is responsible for maintenance? \_\_\_\_\_

Road Association Name (if known): \_\_\_\_\_

Source of information: \_\_\_\_\_

PROPERTY LOCATED AT: \_\_\_\_\_

**SECTION VI – ADDITIONAL INFORMATION FLOOD HAZARD**

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from:(a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines "area of special flood hazard" as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Have any flood events affected a structure on the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Has any flood-related damage to a structure occurred on the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Has there been any flood insurance claims filed for a structure on the property? .....  Yes  No  Unknown

If Yes, indicate the dates of each claim: \_\_\_\_\_

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? .....  Yes  No  Unknown

If Yes, indicate the date of each payment: \_\_\_\_\_

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? .....  Yes  No  Unknown

If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map?  
\_\_\_\_\_

Relevant Panel Number: \_\_\_\_\_ (Attach a copy)

Source of Section VI information: \_\_\_\_\_

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

PROPERTY LOCATED AT: \_\_\_\_\_

**SECTION VII – GENERAL INFORMATION**

Are there any tax exemptions or reductions for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront?.....  
.....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Is a Forest Management and Harvest Plan available?.....  Yes  No  Unknown

~~Is house now covered by flood insurance policy (not a determination of flood zone)~~  ~~Yes~~  ~~No~~  ~~Unknown~~

Equipment leased or not owned (including but not limited to, propane tank, hot water heater, satellite dish, water filtration system, photovoltaics, wind turbines): Type: \_\_\_\_\_

Year Principal Structure Built: \_\_\_\_\_

What year did Seller acquire property? \_\_\_\_\_

Roof: Year Shingles/Other Installed: \_\_\_\_\_

Water, moisture or leakage: \_\_\_\_\_

Comments: \_\_\_\_\_

Foundation/Basement:

Is there a Sump Pump? .....  Yes  No  Unknown

Water, moisture or leakage since you owned the property: .....  Yes  No  Unknown

Prior water, moisture or leakage? .....  Yes  No  Unknown

Comments: \_\_\_\_\_

Mold: Has the property ever been tested for mold? .....  Yes  No  Unknown

If Yes, are test results available? .....  Yes  No

Comments: \_\_\_\_\_

Electrical:  Fuses  Circuit Breaker  Other: \_\_\_\_\_  Unknown

Comments: \_\_\_\_\_

Has all or a portion of the property been surveyed? .....  Yes  No  Unknown

If Yes, is the survey available? .....  Yes  No  Unknown

Manufactured Housing – Is the residence a:

Mobile Home .....  Yes  No  Unknown

Modular .....  Yes  No  Unknown

Known defects or hazardous materials caused by insect or animal infestation inside or on the residential structure  
.....  Yes  No  Unknown

Comments: \_\_\_\_\_

KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: \_\_\_\_\_

\_\_\_\_\_

Comments: \_\_\_\_\_

Source of Section VII information: \_\_\_\_\_



PROPERTY LOCATED AT: \_\_\_\_\_

**SECTION VIII – ADDITIONAL INFORMATION**

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

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: .....  Yes  No

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

\_\_\_\_\_  
SELLER DATE SELLER DATE

\_\_\_\_\_  
SELLER DATE SELLER DATE

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

\_\_\_\_\_  
BUYER DATE BUYER DATE

\_\_\_\_\_  
BUYER DATE BUYER DATE

PROPERTY LOCATED AT: \_\_\_\_\_

### PROPERTY DISCLOSURE – LAND ONLY

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

**DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.**

#### SECTION I – HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on your property? .....  Yes  No  Unknown

If Yes: Are tanks in current use?.....  Yes  No  Unknown

If no longer in use, how long have they been out of service? \_\_\_\_\_

If tanks are no longer in use, have tanks been abandoned according to DEP?.....  Yes  No  Unknown

Are tanks registered with DEP?.....  Yes  No  Unknown

Age of tank(s): \_\_\_\_\_ Size of tank(s): \_\_\_\_\_

Location: \_\_\_\_\_

What materials are, or were, stored in the tank(s): \_\_\_\_\_

Have you experienced any problems such as leakage: .....  Yes  No  Unknown

Comments: \_\_\_\_\_

Source of information: \_\_\_\_\_

B. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: .....  Yes  No  Unknown

LAND FILL:.....  Yes  No  Unknown

RADIOACTIVE MATERIAL:.....  Yes  No  Unknown

METHAMPHETAMINE:.....  Yes  No  Unknown

Comments: \_\_\_\_\_

Source of information: \_\_\_\_\_

**Buyers are encouraged to seek information from professionals regarding any specific issue or concern.**

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

PROPERTY LOCATED AT: \_\_\_\_\_

**SECTION II – GENERAL INFORMATION ACCESS TO THE PROPERTY**

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Source of information: \_\_\_\_\_

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass?.....  Yes  No  Unknown

If No, who is responsible for maintenance? \_\_\_\_\_

Road Association Name (if known): \_\_\_\_\_

Source of information: \_\_\_\_\_

**SECTION III – FLOOD HAZARD**

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from:(a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines "area of special flood hazard" as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Have any flood events affected a structure on the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Has any flood-related damage to a structure occurred on the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Has there been any flood insurance claims filed for a structure on the property? .....  Yes  No  Unknown

If Yes, indicate the dates of each claim: \_\_\_\_\_

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

PROPERTY LOCATED AT: \_\_\_\_\_

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? .....  Yes  No  Unknown

If Yes, indicate the date of each payment: \_\_\_\_\_

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? .....  Yes  No  Unknown

If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map? \_\_\_\_\_

Relevant Panel Number: \_\_\_\_\_ (Attach a copy)

Source of Section III information: \_\_\_\_\_

**SECTION IV – GENERAL INFORMATION**

Are there any shoreland zoning, resource protection or other overlay zone requirements on the property?.....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Source of information: \_\_\_\_\_

Is the property the result of a division within the last 5 years (i.e. subdivision)?  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Source of information: \_\_\_\_\_

Are there any tax exemptions or reductions for this property for any reason including but not limited to:

Tree Growth, Open Space and Farmland, Blind, Working Waterfront?.....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Is a Forest Management and Harvest Plan available?.....  Yes  No  Unknown

Has all or a portion of the property been surveyed?.....  Yes  No  Unknown

If Yes, is the survey available?.....  Yes  No  Unknown

Has the property ever been soil tested?.....  Yes  No  Unknown

If Yes, are the results available?.....  Yes  No  Unknown

Are mobile/manufactured homes allowed?.....  Yes  No  Unknown

Are modular homes allowed?.....  Yes  No  Unknown

Source of Section IV information: \_\_\_\_\_

Additional Information: \_\_\_\_\_

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

PROPERTY LOCATED AT: \_\_\_\_\_

ATTACHMENTS CONTAINING ADDITIONAL INFORMATION:.....  Yes  No

Seller shall be responsible and liable for any failure to provide known information about property defects to Buyer. As Seller, I/we have provided the above information and represent that all information is correct.

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
SELLER DATE

I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE

PROPERTY LOCATED AT: \_\_\_\_\_

**PROPERTY DISCLOSURE – LAND ONLY  
(With Improvements)**

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

**DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.**

**SECTION I – WATER SUPPLY**

TYPE OF SYSTEM:  Public  Private  Seasonal  Unknown  
 Drilled  Dug  Other \_\_\_\_\_

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump (if any): .....  N/A  Yes  No  Unknown

Quantity: .....  Yes  No  Unknown

Quality: .....  Yes  No  Unknown

If Yes to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? .....  Yes  No

IF Yes: Date of most recent test: \_\_\_\_\_ Are test results available? ..  Yes  No

To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? .....  Yes  No

IF Yes, are test results available? .....  Yes  No

What steps were taken to remedy the problem? \_\_\_\_\_

Has the water been tested for radon?.....  Yes  No

If Yes: Date: \_\_\_\_\_ By: \_\_\_\_\_

Results: \_\_\_\_\_

If applicable, what remedial steps were taken? \_\_\_\_\_

Has the property been tested since remedial steps? .....  Yes  No  Unknown

Are test results available? .....  Yes  No

Results/Comments: \_\_\_\_\_

IF PRIVATE: (Strike Section if not Applicable):

INSTALLATION: Location: \_\_\_\_\_

Installed by: \_\_\_\_\_

Date of Installation: \_\_\_\_\_

USE: Number of persons currently using system: \_\_\_\_\_

Does system supply water for more than one household?  Yes  No  Unknown

Comments: \_\_\_\_\_

Source of Section I information: \_\_\_\_\_

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

PROPERTY LOCATED AT: \_\_\_\_\_

**SECTION II – WASTE WATER DISPOSAL**

TYPE OF SYSTEM:  Public  Private  Quasi-Public \_\_\_\_\_  Unknown

IF PUBLIC OR QUASI-PUBLIC (Strike Section if Not Applicable):

Have you had the sewer line inspected?.....  Yes  No

If Yes, what results: \_\_\_\_\_

Have you experienced any problems such as line or other malfunction?.....  Yes  No

What steps were taken to remedy the problem? \_\_\_\_\_

IF PRIVATE (Strike Section if not Applicable):

Tank:  Septic Tank  Holding Tank  Cesspool  Other: \_\_\_\_\_

Tank Size:  500 Gallon  1000 Gallon  Unknown  Other: \_\_\_\_\_

Tank Type:  Concrete  Metal  Unknown  Other: \_\_\_\_\_

Location: \_\_\_\_\_ OR  Unknown

Date Installed: \_\_\_\_\_ Date last pumped: \_\_\_\_\_ Name of pumping company: \_\_\_\_\_

Have you experienced any malfunctions?.....  Yes  No

If Yes, give the date and describe the problem: \_\_\_\_\_

Date of last servicing of tank: \_\_\_\_\_ Name of company servicing tank: \_\_\_\_\_

Leach Field: .....  Yes  No  Unknown

If Yes, Location: \_\_\_\_\_

Date of installation of leach field: \_\_\_\_\_ Installed by: \_\_\_\_\_

Date of last servicing of leach field: \_\_\_\_\_ Company servicing leach field: \_\_\_\_\_

Have you experienced any malfunctions? .....  Yes  No

If Yes, give the date and describe the problem and what steps were taken to remedy: \_\_\_\_\_

Do you have records of the design indicating the # of bedrooms system was designed for?  Yes  No

If Yes, are they available? .....  Yes  No

Is System located in a Shoreland Zone?.....  Yes  No  Unknown

Comments: \_\_\_\_\_

Source of Section II information: \_\_\_\_\_

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_



PROPERTY LOCATED AT: \_\_\_\_\_

**SECTION III – HAZARDOUS MATERIAL**

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on the property?.....  Yes  No  Unknown

If Yes: Are tanks in current use?.....  Yes  No  Unknown

If no longer in use, how long have they been out of service? \_\_\_\_\_

If tanks are no longer in use, have tanks been abandoned according to DEP?...  Yes  No  Unknown

Are tanks registered with the DEP?.....  Yes  No  Unknown

Age of tank(s): \_\_\_\_\_ Size of tank(s): \_\_\_\_\_

Location: \_\_\_\_\_

What materials are, or were, stored in the tank(s): \_\_\_\_\_

Have you experienced any problems such as leakage: .....  Yes  No  Unknown

Comments: \_\_\_\_\_

Source of information: \_\_\_\_\_

B. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL:.....  Yes  No  Unknown

LAND FILL:.....  Yes  No  Unknown

RADIOACTIVE MATERIAL:.....  Yes  No  Unknown

METHAMPHETAMINE:.....  Yes  No  Unknown

Comments: \_\_\_\_\_

Source of information: \_\_\_\_\_

**Buyers are encouraged to seek information from professionals regarding any specific issue or concern.**

**SECTION IV – GENERAL INFORMATION ACCESS TO THE PROPERTY**

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants?.....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Source of information: \_\_\_\_\_

Is access by means of a way owned and maintained by the State, a county or a municipality over which the public has a right to pass?.....  Yes  No  Unknown

If No, who is responsible for maintenance? \_\_\_\_\_

Road Association Name (if known): \_\_\_\_\_

Source of information: \_\_\_\_\_

Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

**SECTION V – FLOOD HAZARD**

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from: (a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines "area of special flood hazard" as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Have any flood events affected a structure on the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Has any flood-related damage to a structure occurred on the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Has there been any flood insurance claims filed for a structure on the property? .....  Yes  No  Unknown

If Yes, indicate the dates of each claim: \_\_\_\_\_

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? .....  Yes  No  Unknown

If Yes, indicate the date of each payment: \_\_\_\_\_

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? .....  Yes  No  Unknown

If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map?  
\_\_\_\_\_

Relevant Panel Number: \_\_\_\_\_ (Attach a copy)

Source of Section V information: \_\_\_\_\_

PROPERTY LOCATED AT: \_\_\_\_\_

**SECTION VI – GENERAL INFORMATION**

Are there any shoreland zoning, resource protection or other overlay zone requirements on the property?.....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Source of information: \_\_\_\_\_

Is the property the result of a division within the last 5 years (i.e. subdivision)?  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Source of information: \_\_\_\_\_

Are there any tax exemptions or reductions for this property for any reason including but not limited to:

Tree Growth, Open Space and Farmland, Blind, Working Waterfront?.....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Is a Forest Management and Harvest Plan available?.....  Yes  No  Unknown

Has all or a portion of the property been surveyed?.....  Yes  No  Unknown

If Yes, is the survey available?.....  Yes  No  Unknown

Has the property ever been soil tested?.....  Yes  No  Unknown

If Yes, are the results available?.....  Yes  No  Unknown

Are mobile/manufactured homes allowed?.....  Yes  No  Unknown

Are modular homes allowed?.....  Yes  No  Unknown

Source of **Section VI** information: \_\_\_\_\_

Additional information: \_\_\_\_\_

ATTACHMENTS CONTAINING ADDITIONAL INFORMATION:.....  Yes  No

Seller shall be responsible and liable for any failure to provide known information about property defects to Buyer. As Seller, I/we have provided the above information and represent that all information is correct.

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
SELLER DATE

I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE



**PROPERTY DISCLOSURE**  
**(Non-Residential Properties)**

TO BE DELIVERED TO BUYERS PRIOR TO OR DURING PREPARATION OF OFFER

PROPERTY LOCATED AT: \_\_\_\_\_

**SECTION I. UNDERGROUND STORAGE TANKS**

To the best of Seller's knowledge (check one):

- No underground storage facility for the storage of oil or petroleum products exists on the premises.
- An underground oil storage facility exists on the premises which is subject to regulation by the Maine Department of Environmental Protection under 38 M.R.S.A. §561, et seq., State of Maine Registration No. \_\_\_\_\_. The underground facility  has  has not been abandoned in place.

**SECTION II. HAZARDOUS MATERIALS**

Pursuant to the Rules of the Maine Real Estate Commission, Licensee discloses that the Seller is making no representations regarding current or previously existing known hazardous materials on or in the Real Estate described above, except as follows:

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

(attach additional sheets as necessary)

Buyer is encouraged to seek information from professionals regarding any specific hazardous material issue or concern.

**SECTION III. MATERIAL DEFECTS**

Material defects pertaining to the physical condition of the property:

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

(attach additional sheets as necessary)

PROPERTY LOCATED AT: \_\_\_\_\_

**SECTION IV. ROAD MAINTENANCE ACCESS TO THE PROPERTY**

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass?.....  Yes  No  Unknown

If No, who is responsible for maintenance? \_\_\_\_\_

Road Association Name (if known): \_\_\_\_\_

Source of information: \_\_\_\_\_

**SECTION V. FLOOD HAZARD**

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from:(a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines "area of special flood hazard" as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Have any flood events affected a structure on the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Has any flood-related damage to a structure occurred on the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Has there been any flood insurance claims filed for a structure on the property? .....  Yes  No  Unknown

If Yes, indicate the dates of each claim: \_\_\_\_\_

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? .....  Yes  No  Unknown

If Yes, indicate the date of each payment: \_\_\_\_\_

PROPERTY LOCATED AT: \_\_\_\_\_

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? .....  Yes  No  Unknown

If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map?

Relevant Panel Number: \_\_\_\_\_ (Attach a copy)

Source of Section V information: \_\_\_\_\_

The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date.

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

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

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

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

The undersigned hereby acknowledge receipt of this Property Disclosure prior to the preparation of an offer to purchase the Real Estate.

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date



**BUYER AGREEMENT EXTENSION ADDENDUM**  
**(Extension)**

To the Buyer Agreement dated \_\_\_\_\_, between  
\_\_\_\_\_  
("Agency")  
and \_\_\_\_\_  
\_\_\_\_\_  
("Buyer")

The terms of the Buyer Agreement are modified as follows:

1. Effective as of \_\_\_\_\_ (the current Expiration Date),  
the Expiration Date is extended to \_\_\_\_\_ and the Carryover Date  
is extended to \_\_\_\_\_ (6 months from new Expiration Date).
2. All other terms and conditions of the Buyer Agreement shall remain in full force and effect.

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

Accepted by AGENCY

By: \_\_\_\_\_  
Name:  
Its Authorized Signer





**COMPENSATION AGREEMENT**  
**(For Sale by Owner)**

This Compensation Agreement is entered into by and between \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Seller")  
and \_\_\_\_\_ ("Agency").

**WHEREAS**, Seller is the owner of the property located at \_\_\_\_\_  
\_\_\_\_\_, Maine ("Property"); and

**WHEREAS**, Agency represents \_\_\_\_\_  
\_\_\_\_\_ ("Buyer")  
pursuant to a buyer representation agreement ("Buyer's Agreement").

**NOW, THEREFORE**, in consideration of Agency introducing Buyer to the Property, Seller and Agency agree as follows:

1. Seller shall pay to Agency a commission of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price of the Property if Buyer acquires an interest in the Property by way of purchase, exchange, option, lease or otherwise, resulting in a commission being due Agency under the Buyer's Agreement. Payment shall be made at the closing on the transfer of such interest. **Agency commissions are not set by law and are fully negotiable.**
2. Agency shall apply the commission paid hereunder towards the commission due Agency under the Buyer's Agreement.
3. The parties acknowledge that Agency already has an agency-client relationship with Buyer. Agency will not be performing any client level real estate brokerage services hereunder for or on behalf of Seller and nothing herein will be construed to make Agency the agent or transaction broker for Seller. However, Agency will be performing ministerial acts for Seller during the term of this Agreement and any failure of Seller to comply with terms hereof will entitle Agency to pursue all collection remedies available under Maine law.
4. Seller's compliance with the terms of this Agreement will be a material element of any purchase and sale agreement entered into between Buyer and Seller in connection with the Property. Any breach or default by Seller hereunder shall be deemed a breach or default under any such purchase and sale agreement which shall be enforceable by Buyer.
5. **Seller authorizes the disclosure of information herein to the MLS, closing agent, and lender, if any, for verification and compliance purposes.**
6. All rights and obligations hereunder shall expire upon the final expiration of all rights and obligations under the Buyer's Agreement.

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

Agency: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date  
Its Authorized Signer

**COMPENSATION REDUCTION AGREEMENT  
(General)**

This Compensation Reduction Agreement is entered into by and between \_\_\_\_\_ ("Listing Agency")  
and \_\_\_\_\_ ("Buyer Agency")  
in connection with the sale of the property located at \_\_\_\_\_  
\_\_\_\_\_ (the "Property")  
from \_\_\_\_\_ ("Seller")  
to \_\_\_\_\_ ("Buyer").

**WHEREAS**, Listing Agency had agreed to pay and Buyer Agency had agreed to accept **the** compensation **offered in the MLS** as the selling portion of the overall commission to be paid in connection with the sale of the Property from Seller to Buyer; and

**WHEREAS**, Listing Agency is being asked to reduce the overall commission to be paid in order to close the transaction; and

**WHEREAS**, Listing Agency has requested that Buyer Agency agree to a **pro-rata** reduction in compensation.

**NOW, THEREFORE**, Listing Agency and Buyer Agency agree as follows:

Upon closing on the sale of the Property from Seller to Buyer, Listing Agency agrees to pay and Buyer Agency agrees to accept \$ \_\_\_\_\_ as the selling portion of the overall commission.

**LISTING AGENCY**

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

By: \_\_\_\_\_

Name:  
Its Authorized Signer

**BUYER AGENCY**

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

By: \_\_\_\_\_

Name:  
Its Authorized Signer



**COMPENSATION REDUCTION AGREEMENT  
(Short Sales)**

This Compensation Reduction Agreement is entered into by and between \_\_\_\_\_ ("Listing Agency")  
and \_\_\_\_\_ ("Buyer Agency")  
in connection with the sale of the property located at \_\_\_\_\_ (the "Property")  
from \_\_\_\_\_ ("Seller")  
to \_\_\_\_\_ ("Buyer").

**WHEREAS**, Listing Agency had agreed to pay and Buyer Agency had agreed to accept ~~the~~ compensation offered in the MLS as the selling portion of the overall commission to be paid in connection with the sale of the Property from Seller to Buyer; and

**WHEREAS**, Listing Agency is being asked, or may be asked, to reduce the overall commission to be paid in order to obtain the required short sale approval necessary in order to close the transaction; and

**WHEREAS**, Listing Agency has requested that Buyer Agency agree to a ~~pro-rata~~ reduction in compensation.

**NOW, THEREFORE**, Listing Agency and Buyer Agency agree as follows:

Upon closing on the sale of the Property from Seller to Buyer, Listing Agency agrees to pay and Buyer Agency agrees to accept as the selling portion of the overall commission either:

- A. \$ \_\_\_\_\_ (if reduction is already known); or
- B. \_\_\_\_\_ % of the overall commission actually paid (if reduction is unknown).

**LISTING AGENCY**

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

By: \_\_\_\_\_

Name:  
Its Authorized Signer

**BUYER AGENCY**

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

By: \_\_\_\_\_

Name:  
Its Authorized Signer



**AGENCY COMPENSATION AGREEMENT**

This Agreement is entered into by and between \_\_\_\_\_ (“Listing Agency”)  
and \_\_\_\_\_ (“Cooperating Agency”)  
for property located at \_\_\_\_\_ (“Property”).

Cooperating Agency is working with \_\_\_\_\_ (“Buyer”),  
who has offered, is contemplating making an offer, or has entered into a contract to purchase the Property from  
\_\_\_\_\_ (“Seller”).

In the event that Buyer closes on the purchase of the Property from Seller, Listing Agency agrees to pay Cooperating Agency the following compensation: \$ \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price.

This Agreement shall be effective when signed by both Listing Agency and Cooperating Agency and shall terminate upon the Seller closing on a contract for sale of the Property.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Listing Agency: \_\_\_\_\_

Cooperating Agency: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
It’s Authorized Signer

By: \_\_\_\_\_  
Name:  
It’s Authorized Signer

**BUYER AGREEMENT 2024 ADDENDUM**

To the Buyer Agreement dated \_\_\_\_\_, between  
\_\_\_\_\_  
("Agency")  
and \_\_\_\_\_  
\_\_\_\_\_  
("Buyer")

The terms of the Buyer Agreement are modified/supplemented as follows:

1. Agency commissions are not set by law and are fully negotiable.
2. If Agency is paid some or all of the commission specified in the Buyer Agreement from the Seller or out of the listing agency's commission, Buyer will only be required to pay the difference, if any. Agency shall not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in the Buyer Agreement.
3. Buyer authorizes the disclosure of information herein and in the Agreement, to the MLS, closing agent and lender, if any, for verification and compliance purposes.
4. All other terms and conditions of the Buyer Agreement shall remain in full force and effect.

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

Accepted by AGENCY on \_\_\_\_\_ (Date)

By: \_\_\_\_\_

Name:

Its Authorized Signer



**LISTING AGREEMENT 2024 ADDENDUM**

To the Listing Agreement dated \_\_\_\_\_, between \_\_\_\_\_ (“Agency”) and \_\_\_\_\_ (“Seller”) for property located at \_\_\_\_\_

The terms of the Listing Agreement are modified/supplemented as follows:

**COMPENSATION:**

Agency commissions are not set by law and are fully negotiable.

In consideration of Agency's agreement to list and promote the sale of (  all  part of; If 'part of' see explanation or description attached hereto) Seller's property situated in municipality of \_\_\_\_\_, County of \_\_\_\_\_,

State of Maine, located at \_\_\_\_\_ and described in deed(s) recorded at said County Registry of Deeds in Book(s) \_\_\_\_\_, Page(s) \_\_\_\_\_, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$ \_\_\_\_\_, and on the

terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay this Agency a commission of \$ \_\_\_\_\_ or \_\_\_\_\_% of the purchase price, whichever is greater. If Buyer is a customer of Listing Agency and not represented by another agency, Seller agrees to pay this Agency an additional \$ \_\_\_\_\_ or \_\_\_\_\_% of the purchase price, whichever is greater.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency including, without limitation, the following:

**BUYER'S AGENCY:**

- Yes  No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.
- Yes  No This Agency's policy is to share compensation with Buyer's agents.
- Yes  No If Yes, for this transaction, Seller consents to this Agency's policy to offer compensation to Buyer's agents in the range of \_\_\_\_% to \_\_\_\_% of the purchase price.

**TRANSACTION BROKERS:**

- Yes  No This Agency's policy is to cooperate with other agencies acting as transaction brokers.
- Yes  No This Agency's policy is to share compensation with transaction brokers.
- Yes  No If Yes, for this transaction, Seller consents to this Agency's policy to offer compensation to transaction brokers in the range of \_\_\_\_% to \_\_\_\_% of the purchase price.

**DISCLOSURE OF AGENCY COMPENSATION POLICIES:**

Yes  No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.

Yes  No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

**CONCESSIONS:**

Yes  No In addition to the above referenced commission, Seller agrees to offer \$ \_\_\_\_\_ or \_\_\_\_\_% of the purchase price towards Buyer's pre-pays, points and/or closing costs.

Seller authorizes the disclosure of the information herein and in the Agreement to the MLS, closing agent, and lender, if any, for verification and compliance purposes.

All other terms and conditions of the Listing Agreement shall remain in full force and effect.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

Accepted by AGENCY on \_\_\_\_\_ (Date)

By: \_\_\_\_\_

Name:

Its Authorized Signer





**PROPERTY DISCLOSURE 2024 ADDENDUM  
(Flood Hazard)**

**For Property Located At:** \_\_\_\_\_

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from: (a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines "area of special flood hazard" as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Have any flood events affected a structure on the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Has any flood-related damage to a structure occurred on the property? .....  Yes  No  Unknown

If Yes, explain: \_\_\_\_\_

Has there been any flood insurance claims filed for a structure on the property? .....  Yes  No  Unknown

If Yes, indicate the dates of each claim: \_\_\_\_\_

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? .....  Yes  No  Unknown

If Yes, indicate the date of each payment: \_\_\_\_\_

Buyer Initials \_\_\_\_\_ Page 1 of 2 Seller Initials \_\_\_\_\_

**For Property Located At:** \_\_\_\_\_

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after

March 4, 2002? .....  Yes  No  Unknown

If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map?

Relevant Panel Number: \_\_\_\_\_ (Attach a copy)

Source of information: \_\_\_\_\_

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

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

The undersigned hereby acknowledge receipt of this Property Disclosure Addendum.

\_\_\_\_\_  
Buyer Date Buyer Date

\_\_\_\_\_  
Buyer Date Buyer Date



**SELLER COMPENSATION ADDENDUM**

Addendum to the Purchase and Sale Agreement dated \_\_\_\_\_, between \_\_\_\_\_ (“Seller”) and \_\_\_\_\_ (“Buyer”) for property located at \_\_\_\_\_ (“Agreement”).

The Agreement is further subject to the following terms:

Seller agrees to pay Buyer Agency \$\_\_\_\_\_ or \_\_\_\_\_% of the purchase price at the time of closing. The payment to Buyer Agency shall be made in addition to any other compensation offered by the Listing Agency to Buyer’s Agency.

All other terms and conditions of the Agreement shall remain in full force and effect.

_____ BUYER	_____ DATE	_____ SELLER	_____ DATE
_____ BUYER	_____ DATE	_____ SELLER	_____ DATE
_____ BUYER	_____ DATE	_____ SELLER	_____ DATE
_____ BUYER	_____ DATE	_____ SELLER	_____ DATE