

All contracts, forms and brochures are available at no-cost in the MLS system and Ziplogix. There, you can populate the data fields from your contact management system, the listing data, or member profiles.

NAR MEMBER BENEFIT: DELIVERED THROUGH ZIPLOGIX™ TECHNOLOGY

- ✓ Transaction Management Software – zipTMS™
- ✓ Electronic Forms Software – zipForm® Plus
- ✓ Unlimited Document Storage – zipVault®
- ✓ NAR library of REALTOR® Forms & Templates
- ✓ State and Local Forms Library*

*Where available, fees may apply



Seller Agreements

- ◆ Seller's Consent to Designated Agency
- ◆ Seller's Consent to Dual Agency Addendum
- ◆ Seller's Consent to Sub-Agency
- ◆ Seller's Deferral of Showing Addendum
- ◆ Seller's Exclusive Right to Sell Agreement
- ◆ Seller's Refusal to List Property in the MLS
- ◆ Modification of Exclusive Right to Sell
- ◆ Open House Disclosure
- ◆ Carbon Monoxide & Smoke Detector

Buyer Agreements:

- ◆ Buyer's Exclusive Right to Buy Agreement
- ◆ Buyer's Consent to Designated Agency
- ◆ Buyer's Consent to Dual Agency Addendum
- ◆ Waiver of Professional Home Inspection
- ◆ Home Inspector Facts for Consumers
- ◆ Right to Farm Disclosure
- ◆ Sex Offender Registry Information
- ◆ Flood Insurance Disclosure
- ◆ Massachusetts Homestead Act
- ◆ Private Well Fact Sheet
- ◆ Closing Cost Credits
- ◆ Lead Paint Property Transfer Notification

Agency Agreements

- ◆ Mandatory Consumer-Licensee Disclosure
- ◆ Seller & Buyer Notice of Design. Agency
- ◆ Seller & Buyer Notice of Dual Agency
- ◆ Consumer Guide to Representation
- ◆ Dual Agency Roles

Purchase & Sale Agreements

- ◆ P & S Agreement
- ◆ P & S Agreement Land
- ◆ P & S Extension of Time for Contingencies
- ◆ P & S Extension of Time for Performance
- ◆ P & S General Addendum
- ◆ P & S Income Property Rider
- ◆ P & S Instructions to Release from Escrow
- ◆ P & S Termination of Contract
- ◆ Dispute Resolution System

Environmental Fact Sheets

- ◆ Public Health Fact Sheet – Asbestos
- ◆ Public Health Fact Sheet – Lead Paint
- ◆ Public Health Fact Sheet – Fair Housing
- ◆ Public Health Fact Sheet – Radon
- ◆ Public Health Fact Sheet – Title 5
- ◆ Public Health Fact Sheet – UFFI
- ◆ Public Health Fact Sheet – UST
- ◆ Public Health Fact Sheet – Wetlands



Agency Agreements

- ◆ **Mandatory Consumer-Licensee Disclosure:** Formerly the Agency Disclosure form, this form MUST be presented to all consumers at the first personal meeting to discuss a specific property. More on completing a Mandatory Consumer Licensee Disclosure Form can be found on BerkshireRealtors.org under 'Transaction Topics / Agency. (note, many brokers in the business call this form an "agency disclosure form".)
- ◆ **Seller & Buyer Notice of Dual Agency:** This form must be provided after dual agency consent is obtained, usually in the Exclusive Right to Sell or Buy Agreements, and as soon as you determine a conflict arises on a specific property with specific buyer and seller clients. When consenting to dual agency, you promised to provide notice to both parties if a dual agency situation arose. This is that notice.
- ◆ **Seller & Buyer Notice of Designated Agency:** This form must be provided after designated agency consent is obtained, usually in the Exclusive Right to Sell or Buy Agreements, and a conflict arises on a specific property with specific buyer and seller clients. When consenting to designated agency, you promised to provide notice to both parties if a designated agency situation arose. This is that notice.
- ◆ **Consumer Guide to Representation:** A helpful fact sheet you can use to explain agency representations, outline your fiduciary duties and let seller and buyers know what to expect when working with you in a real estate transaction.
- ◆ **Dual Agency Roles :** This outlines for the consumer exactly what duties are limited in a dual agency situation.

Seller Agreements

- ◆ **Seller's Exclusive Right to Sell Agreement:** Completed to secure the right to sell a property, offer co-brokerage compensation to other agents and establish the terms, duration, asking price and parcel that is for sale. Careful notice should be taken to ensure the legal deed holder signs the right to sell the property.
- ◆ **Seller's Consent to Dual Agency Addendum:** If your office is a traditional firm, offering buyer and seller representation, this addendum should be completed per your indication on the Exclusive Right to Sell agreement. It should be used if your office represents both buyers and sellers and has chosen to operate as dual agents when a conflict occurs.
- ◆ **Seller's Consent to Designated Agency:** This addendum should be completed per your indication on the Exclusive Right to Sell Agreement. If your office represents both buyers and sellers and has chosen to operate as designated agents when a conflict occurs (where the broker is a dual agent and designates one or more agents in the office to fully represent the buyer and one or more agents to fully represent the seller.
- ◆ **Seller's Consent to Sub-Agency:** This addendum should be completed per your indication on the Exclusive Right to Sell Agreement. A requirement of the Massachusetts agency legislation provides that Brokers must obtain written consent of the seller before they can offer sub-agency to cooperating brokers. This form ensures proper consent has been obtained and that the seller has been notified of the vicarious liability.
- ◆ **Seller's Deferral of Showing Addendum:** *This* form should be used in the rare instances when a seller asks the listing broker to wait to show the property until a later date. Some common reasons are to complete renovations or house clean outs, if the owner is out of town, etc. This form allows the agent to delay showings until a fixed date, when all buyers, including the agents own buyers, are provided with access to the home at the same time.
- ◆ **Seller's Refusal to List Property in the MLS:** This form, along with a copy of the Exclusive Right to Sell Agreement must be submitted to the MLS in instances where the seller requests that the broker withhold the listing from the MLS database entirely. It explains the marketing and co-brokerage limitation that such a decision impacts and gains consent to modify the Exclusive Right to Sell Agreement MLS section.
- ◆ **Modification of Exclusive Right to Sell:** This form is used anytime there is a change in the initial contractual terms agreed upon by the broker and seller. Common uses are for price changes, or listing extensions. It should be retained by the listing broker with the original Exclusive Right to Sell Agreement.
- ◆ **Open House Disclosure:** This placard can be used at your open houses instead of providing all visitors with an individual agency disclosure form.
- ◆ **Carbon Monoxide & Smoke Detector:** This optional fact sheet offers your seller with information on the carbon and smoke detector requirements that they will need to comply with before closing.

Note: At the time of the listing, the listing broker should also get the lead paint Property Transfer Notification form signed, and the Seller's Description of Property Condition.

Buyer Agreements:

- ◆ **Buyer's Exclusive Right to Buy Agreement:** Completed to secure the right to represent a buyer in the purchase of a property for a fixed time period, or for a specific property. This establishes the right to compensation, duties that will be performed by the agent, and methods of payment. Buyer agency agreements are not required, but are recommended to protect your rights, and to ensure that the buyer has a clear understanding of the fiduciary duties and services you will provide.
- ◆ **Buyer's Consent to Designated Agency:** If your office is a traditional firm, this addendum should be used if your office represents both buyers and sellers and has chosen to operate as dual agents when a conflict occurs.
- ◆ **Buyer's Consent to Designated Agency:** This addendum should be used if your office represents both buyers and sellers and has chosen to operate as designated agents when a conflict occurs (where the broker is a dual agent and designates one or more agents in the office to fully represent the buyer and one or more agents to fully represent the seller).
- ◆ **Home Inspector Facts for Consumers:** The Massachusetts's home inspector licensing law took effect in May 2001 and requires real estate agents to present the "Facts for Consumers" information sheet to buyers prior to writing up an offer for presentation to the seller or listing broker. It should be understood that the "list" of home inspectors to be made available to consumers is the list produced by the state Division of Professional Licensure and is accessible via the link
- ◆ **Waiver of Professional Home Inspection:** This is an optional form that can be used if your buyer makes an offer on a property and declines to engage a licensed home inspector during the inspection period. It provides written disclosure of your encouragement to use an inspector and your proper disclosure of the Home Inspector Facts for Consumers.
- ◆ **Sex Offender Registry Fact Sheet:** This is information for concerned buyers on the availability of police information on known sex offenders. It is important that all prospective buyers understand that must rely on their own inquiry with the local police department and not on the seller or any real estate agent involved in the transaction, since this information can change at any time and the scope of the search for offenders should be based solely on the buyer's determination of acceptable distances from home, school and/or work.
- ◆ **Right to Farm Disclosure:** Twenty-one communities in Berkshire County have passed some form of Agricultural Farming bylaws, many of which include a 'right to farm' provision that requires REALTORS to present a 'Right to Farm' disclosure form to buyers, no more than 21 days after the purchase and sale contract is entered into, or prior to the sale or exchange of real property. This form must be signed by the buyer and on file with the city or town before transfer or else a fine in the amount of \$300 can be assessed.

Note: The buyer's broker should also consider reviewing the Lead Paint Property Transfer Notification form with the buyer so that they can understand the form before making an offer. The buyer's broker should always obtain a copy of the seller's completed form and have the buyer execute it, PRIOR to making an offer. Many times this form is included in the listing documents in the MLS system. You should not have a buyer sign a blank form, as that defeats the purposes of DISCLOSURE, if the seller hasn't completed it first.

Purchase & Sale Agreements

- ◆ **P & S Agreement:** The master Purchase and Sale agreement offered by the Berkshire County Board of REALTORS. Please note that each paragraph marked with an arrow represents a section of the contract that has options or fill-in fields that must be completed and can change the terms of the standard agreement. Take a look at the Purchase and Sale agreement and see how much easier it is to peruse the ‘changes’, knowing that the rest of the language is standard! The only caveat is that you should always make sure that your clients go through the entire contract to understand the obligations that they are agreeing to before signature. ▶
- ◆ **P & S General Addendum:** The form is used when language needs to be added to the Purchase and Sale Agreement. Remember that the addition of legal obligations to a contract remain the job of an attorney, and REALTORS should never participate in the unauthorized practice of law. In its most general sense, the practice of law involves giving legal advice to clients, drafting legal documents for clients. The standard agreement has been drafted, reviewed and approved for use by counsel and any changes or additions should only be done at the direction of counsel.
- ◆ **P & S Income Property Rider:** In the event that a property that you are drafting a Purchase and Sale Agreement for contains income elements, this addendum is an easy way to identify those that are part of the sale. Alternatively, a lawyer can draft riders or income addendums if this does not fit the circumstances of your sale.
- ◆ **P & S Condo Rider:** In the event that a property that you are drafting a Purchase and Sale Agreement for is a condominium with additional approval or term requirements.
- ◆ **P & S Instructions to Release from Escrow:** To be used if the Purchase and Sale is terminated and the escrow agent needs to release deposits as agreed by the buyer and seller.
- ◆ **P & S Termination of Contract:** In the event that a buyer terminates a Purchase and Sale Agreement based on financing or inspection issues, this form can be used to allow the listing agent to release the escrow deposits.
- ◆ **P & S Extension of Time for Contingencies:** In the event that a buyer is unable to meet the deadlines for financing, septic or inspection, this form allows the buyer to request and the seller to grant (via signature) an extension of the protection terms in paragraph 4 of the purchase and sale.
- ◆ **P & S Extension of Time for Performance:** In the event that the agreed upon closing date needs to be moved, you can draft and have the buyer and seller sign to agree to change said date.
- ◆ **Dispute Resolution System:** The Purchase and Sale contains an agreement that the buyer and seller will mediate their disputes related to the agreement before filing a lawsuit. This fact sheet provides information on that agreement, and process.
- ◆ **P & S Agreement Land:** An alternative version of the Purchase and sale agreement where the provisions dealing with a structure have been omitted.
- ◆ **Lead Paint Property Transfer Notification:** Required to be completed by the seller and buyer prior to the offer of purchase / purchase and sale. The best way to ensure this is completed is to submit the seller completed lead paint form in the MLS system, with the listing information provided to the other buyer / buyer’s agent and then the buyer’s agent can include the executed form along with the purchase and sale agreement from the buyer.