



Date 07/27/2017

Seller Name joseph porecki
Seller Address 250 east 53rd Street
City State Zip Manhattan NY 10022

Re: EXCLUSIVE AGENCY AGREEMENT- CONDO & COOP

Property Address 250 East 53rd Street
Property Apt # 2303
City, State Zip New York, NY 10022
(hereinafter "the Property")

Dear joseph porecki

Keller Williams NYC is pleased to provide you with exclusive brokerage and marketing services for the sale of the above-referenced Property, through Agent(s) Chen Mishael

The terms and conditions of this agreement are as follows:

- ✓ **Listing Price:** \$ 1,750,000
- ✓ **Monthly Common Charges/Maintenance:** \$ _____
- ✓ **Monthly Assessment, if any:** \$ _____ thru _____
- ✓ **Annual Real Estate Taxes (condo only):** \$ _____
- ✓ **Percentage of Common Interest/Number of Shares:** _____

1. You hereby grant us, Keller Williams NYC, the exclusive right to sell the Property and all related interests in common elements (or in the case of a co-op: the proprietary lease and all shares of stock allocated to and associated with the Property).
2. You represent to us that you are the owner(s) of, or authorized legal representative thereof, the Property (or in the case of a co-op: the owner of the proprietary lease and all shares of stock allocated to and associated with the Property) and are fully authorized to sell the Property and enter into this Agreement.

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3. This agreement shall be effective as of 07/28/2017 and continue in full force and effect until 10/02/2017 (hereinafter the "Term"). In the event you sign a contract of sale during the Term of this Agreement, you agree that the expiration date of this Agreement shall be extended until such time as a closing takes place for the Property in accordance with the terms of the contract, or until such time as the sale contemplated in the contract is terminated, for whatever reason. Nothing contained herein is intended to reduce the Term of this Agreement.

4. You authorize us to offer the Property for sale at a price set forth above or subsequently authorized by you in writing, and represent that the common changes, percentage of common interest and real estate taxes (or maintenance and number of shares) are as listed below. You also agree that we may rely on any other information you provide to us about the Property.

5. We agree to offer the Property for sale; advertise and market it; arrange inspections and open houses, and submit to you and negotiate all offers made by prospective tenants. We agree to advertise the Property at our expense. You authorize us to create and direct all marketing and agree that no other advertising or marketing shall be permitted unless specifically authorized by us. In our effort to best market and advertise the Property we will arrange for professional photography and other media such as floor plans, videography, virtual staging, etc. (if appropriate). To permit scheduling, preparation, and completion of these services you hereby permit us to: (i) complete these services, and (ii) delay the marketing, advertising, and releasing of listing information to the brokerage community and general public for a period of up to five (5) business days.

6. In the event the Property is sold by us, pursuant to this Agreement, you will pay us a commission equal to 4 % of the total sales price for the Property and any garage or parking space, storage space, and/or household furnishings included under the contract of sale. If during the Term of this Agreement, we or another broker finds a purchaser for the Property, you agree to pay to us the full commission set forth herein.

Under this agreement, you maintain the right to sell the Property directly without our involvement and without owing a commission as otherwise provided for herein, so long as such sale is not to a purchaser who we or another broker introduce you to.

7. In our effort to effect a satisfactory sale you authorize us at our own discretion (i) to solicit the cooperation of other licensed real estate brokers (hereinafter "Cooperating Brokers") who will act as agents of prospective purchasers, and (ii) to work with them on a cooperating basis for the sale of the Property. In the event that a Cooperating Broker solicited by us is involved in the transaction the total commission shall be 4 % of the sales price for the Property and any garage or parking space, storage space, and/or household furnishings included under the contract of sale. We shall pay the Cooperating Broker a commission in accordance with a separate co-brokerage agreement between us and such broker. In no event shall the commission paid by you exceed 4 % of the selling price. For purposes of this Agreement, other agents associated with Keller Williams NYC and not named as Exclusive Agents herein shall be treated as cooperating brokers and compensation shall be due as provided for in this paragraph.

8. You understand that we represent you except if another Keller Williams NYC agent represents the buyer. In that case, Keller Williams NYC will be a dual agent with designated agents representing the seller and buyer. In all instances, Keller Williams NYC treats all parties fairly and honestly.

9. During the term of this agreement, you agree to refer to us all inquiries, proposals and offers received by you regarding the Property from principals who were introduced to you by us or by other brokers. You further agree to conduct all negotiations with respect to the lease, sale or other disposition of the Property solely and exclusively through our firm if any

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- The Commission would be 3% in case sold to a direct buyer.
- if owner finds a buyer himself Chen Mishael is not entitled for commission.
- if owner finds a buyer through another real estate agent, Chen Mishael is not entitled for commission if not involved.

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principals who were introduced to you by us or any broker(s) are involved in the transaction. If during the term of this agreement, you decide to offer the Property for sale, either simultaneously with or instead of for lease, Keller Williams NYC will have an exclusive agency agreement to sell the Property.

10. Pursuant to the Real Estate Board of New York's Residential Code of Ethics and Co-Brokerage Agreement, if a tenant cannot be procured by the expiration of this Agreement, within three (3) business days after the expiration of this Agreement, we will deliver to you in writing a list of no more than six (6) names of persons who inspected the Property during the term of the listing. If within one hundred eighty (180) days after the expiration of this Agreement, a sales contract or lease for the Property is executed with any of the six persons, or by family members, business entities, or any other party related to, a person named on the list, Keller Williams NYC shall be entitled to the commission provided for under Paragraph 6 and/or Paragraph 10 of this Agreement.

11. This Agreement shall be subject to, and governed by the laws and jurisdiction of the State of New York, without regard to conflicts of law's provisions. Should it be necessary for us to initiate arbitration proceedings as a result of your failure to pay the commission as stated herein, we shall be able to recover any and all reasonable legal fees including costs and disbursements incurred therein.

12. This Agreement represents and embodies the entire agreement between the parties and supersedes any previous oral or written agreements, discussions or understandings. This Agreement shall bind and benefit the personal representatives, successors, and assigns of the parties, and may not be changed, rescinded, or modified, except by a writing signed by both parties. This Agreement shall not be binding upon either party until a counterpart thereof is signed by You and by a corporate officer of Keller Williams NYC.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original agreement, but all of which shall constitute but one and the same agreement. Facsimile, scanned and emailed, and digital signatures on this Agreement shall constitute originals signatures of the parties.

14. Payment of the commission shall be disbursed from the proceeds paid to the owner at the closing and shall be in the form of a certified check or attorney's check. If a closing of the sale does not occur for any reason whatsoever, except by willful default of the Seller, no commission shall be due. If you willfully default and fail to close on the sale of the Property, after a contract of sale is fully executed, then we shall be entitled to our full commission.

15. In the event that a purchaser defaults and does not close and you receive any funds or retain any deposit as a result of a contract of sale signed by a person introduced during the Term of this agreement, you agree to pay us a commission in accordance with Paragraph 6 of this Agreement on such amounts retained.

16. You will provide to us a copy of the most recent Financial Statement, Amendments, complete Offering Plan, and Purchase Requirements of your Condominium or Cooperative Corporation for our use – we will then copy and return these to you.

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17. COMMISSION ESCROW ACT: **At the time of closing, you may be required to deposit the broker's commission with the county clerk in the event that you do not pay the broker his or her commission as set forth herein. Your obligation to deposit the broker's commission with the county clerk may be waived by the broker.**

18. LEAD PAINT DISCLOSURE LAW: If your Property was built prior to 1978, you have an obligation to disclose to the tenant and the tenant's agent all information known to you regarding the presence of lead-based paint and lead-based paint hazards within this target housing. All information known to the Landlord's agent regarding the presence of lead-based paint and lead-based paint hazards within this target housing will be disclosed to the Tenant. In order to comply with federal laws regarding disclosure and information on lead based paint, we are attaching a copy of the publication "Protect Your Family from Lead in Your Home" and the disclosure form which you must fill out and return to us with this Agreement. You hereby acknowledge that we have informed you of your obligations under the Lead Paint Disclosure Law [42 U.S.C. 4852 (d)] and that you are aware of your responsibility to ensure compliance therewith as applicable.

19. FAIR HOUSING NOTIFICATION: Keller Williams NYC is committed to, and conducts business in accordance with, all Federal, State and Local fair housing laws. It is our policy to provide housing opportunities to all persons regardless of their protected class. It is agreed that this property is listed in full compliance with these laws and our policy.

20. ARBITRATION: The merits of any dispute arising under or in connection with this agreement, including any agent working in cooperation with the terms of this listing, shall be determined before an arbitrator in the County of New York, State of New York pursuant to the commercial arbitration rules then in effect with the American Arbitration Association. Judgment upon the award may be entered in any court of competent jurisdiction. Should the disputed amount of the commission not exceed the jurisdictional limit of the Small Claims Division of the Civil Court of the City of New York, the parties agree to utilize that forum.

If the foregoing meets with your approval, please sign and return a copy of this agreement. A countersigned copy will be returned to you either by email, facsimile, mail, or in person.

Sincerely,

Chen Mishael
dotloop verified
07/26/17 12:37PM
EDT
SRJA-AP0C-LZXP-SKVX

Agent Name: Chen Mishael

Licensed RE ☒ Salesperson ☐ Associate Broker

Keller Williams NYC

Agent Name:

Licensed RE ☐ Salesperson ☐ Associate Broker

Keller Williams NYC

SIGNATURES ON NEXT PAGE

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AGREED TO AND ACCEPTED BY:

Seller: joseph porecki

Phone: _____

Email: _____

Seller: _____

Phone: _____

Email: _____

APPROVED BY:

Fanny Montalvo
Real Estate Broker (BOR)
Managing Director
Keller Williams NYC

Date

EXPLANATION:

An **Exclusive Right to Sell** listing means that if you, the Owner of the Property, finds a Buyer for your house, or if another broker finds a Buyer, you must pay the agreed commission to the present Broker.

An **Exclusive Agency** listing means that if you, the Owner of the Property, finds a Buyer for your house, you will not have to pay a commission to the Broker. However, if another broker finds a Buyer, you will owe a commission to both the Buyer Broker and to the present Broker.

- The Commission would be 3% in case sold to a direct buyer.
- if owner finds a buyer himself Chen Mishael is not entitled for commission.
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