

Joe Paoli

CLIENT NAME

AGENT NAME

New York Exclusive Buyer Agreement

This is an Agreement between you as the "Client" identified below and Howard Hanna Rand Realty ("We", "Us," or "Broker"), in which you are retaining us as your real estate Buyer's Broker, and the "Agent" who presented this Agreement to you as your real estate Buyer's Agent, both duly licensed by the State of New York. By signature below, you agree to the following terms.

1. DEFINED TERMS. The following terms are defined throughout this Agreement as follows:

CLIENT NAME(S)

EFFECTIVE DATE

MARKET AREA

TERM

2. TERM AND TERMINATION. (a) Term. This Agreement shall commence on the "Effective Date," and shall continue through the "Term" of the Agreement, unless either party terminates the Agreement. **(b) Termination.** Either party can terminate this Agreement at any time, effective seven calendar days after giving notice to the other party in any form of writing, including email. **(c) Extension.** If you reach any type of agreement to purchase property during the Term, the Term shall automatically be extended through the resolution or closing of that agreement.

3. OUR RESPONSIBILITIES. (a) Responsibilities. As your Broker and Agent, we shall use our best efforts to diligently assist you in locating properties to buy within the Market Area identified above, assist you in negotiating the best acceptable terms for your purchase, present all your offers, and guide you throughout the transactional process. **(b) Fiduciary Duties.** We shall represent you as your fiduciary buyer's broker and buyer's agent, always acting in your best interests and providing you with the fiduciary duties of reasonable care, undivided loyalty, confidentiality, full disclosure, obedience, and the duty to account.

4. YOUR RESPONSIBILITIES. (a) Exclusive Right. You acknowledge that this is an Exclusive Right to Represent Agreement, which means that you are agreeing to: (i) work with us exclusively during the Term on your purchase of any property within the Market Area, (ii) refer all communications from other brokers or sellers to us, and (iii) notify any other brokers and agents of our exclusive relationship. **(b) Information.** You agree to provide us with any information necessary to service your needs throughout the transaction, and agree to hold us harmless from any liability resulting from incomplete or inaccurate information you provide us. **(c) No Other Broker.** You acknowledge that you have no exclusive relationship with any other real estate broker or agent for representation within the Market Area, and that you will not sign any conflicting agreements during the Term of our Agreement.

5. LIMITATIONS OF REPRESENTATION. You acknowledge and agree to the following limitations of our representation: **(a) Brokerage Representation.** We are acting solely as your real estate Broker and Agent, we have advised you to seek the counsel of an attorney and other qualified, licensed experts for advice on other specialized matters, and we are not guaranteeing the performance of any other service professionals. **(b) Property.** We do not guarantee the value or potential appreciation of any property, we are not liable for any injuries or damages incurred from any property showings, and we are not responsible for the accuracy of any information provided by property owners. **(c) Buyer Conflicts.** We represent other buyer clients, and you hereby waive any conflicts involving our representation of clients who might be interested in, present offers, or try to acquire the same properties as you. **(d) Agency Conflicts.** We also assist owners in selling properties, we cannot disclose confidential information we have about those sellers due to our representation of them, and if you wish to present an offer on a property listed by us, we will fully advise you about your choices regarding agency relationships. **(e) Confidentiality Limitations.** We will maintain the confidentiality of all your private information, except that you agree that we may (i) disclose your identity to third parties; and (ii) disclose to listing brokers and sellers relevant personal and financial information related to your lender pre-approval.

6. DISCLOSURES. You acknowledge that we are advising you of the following: **(a) Legal Compliance.** You will not ask us to act in violation of any applicable state, federal, or local laws or regulations. **(b) Fair Housing.** You understand and agree that we shall both act in full compliance with all Fair Housing Laws forbidding discrimination on the basis of race, color, religion, national origin, sex, familial status, age, disabilities, or any other Federal, State, or local protected statuses. **(c) Seller Disclosures.** Prior to signing contracts of sale, the seller may have legal obligations to provide

you with a disclosure of any lead paint hazards in the property, a New York Property Condition Disclosure Statement, and other disclosures relating to the property's condition. **(d) Authorizations.** We have affiliate companies providing home settlement services, and you agree that these affiliates can contact you directly about the services they provide. **(e) Privacy Warning.** Some homeowners maintain audio and/or video recording equipment to monitor their properties, and we advise you to never discuss any confidential information of any kind during showings or in near proximity to any listed properties. **(f) Wire Fraud Warning.** If you receive an email containing wire transfer instructions from anyone involved in your transaction, call us or the party involved immediately to verify the information prior to sending any funds. **(g) Documents.** We have explained all the documents we have asked you to sign, and are providing you with duplicate originals of any signed forms.

7. MODIFICATION AND INTERPRETATION. **(a) Entire Agreement.** This is the entire Agreement between us, and this Agreement supersedes all prior understandings or agreements. **(b) Modifications.** Any alterations to the text of this Agreement must be initialed and dated by both sides, and any other modifications must be in writing signed by both sides. **(c) Severance.** If any part of this Agreement is deemed to be unenforceable, that section is hereby severed from the Agreement, and shall not impact the enforceability of the rest of the Agreement. **(d) Governing Law.** The Agreement shall be governed by the laws of the State of New York. **(e) Signatures.** This Agreement may be signed via electronic signatures or on counterpart forms.

8. COMPENSATION TERMS. **(a) Compensation.** In consideration of the services provided under this Agreement, if you or anyone acting on your behalf reaches any agreement to purchase property in the Market Area during the Term of this Agreement, you agree that we shall be entitled to "Compensation" calculated as _____% of the purchase price of the property, plus a separate \$249 flat brokerage fee. **(b) Reasonable Efforts to Obtain Compensation From Proceeds of Sale.** You have authorized us to use all reasonable efforts on your behalf to obtain payment of all or part of the Compensation from the seller out of the proceeds of the sale, either from a direct offer of Compensation or by making the seller's payment of the Compensation a condition of your offers to purchase, but you recognize your responsibility to pay the Compensation directly if those efforts are unsuccessful. **(c) All Available Listings.** You have authorized us to show you all available properties in the Market Area, regardless of whether they make preliminary offers of compensation, with the understanding that you can require the seller to pay the Compensation as a condition of your offer to purchase. **(d) Due Date.** Compensation shall be due on the closing date or any other final resolution of your agreement to purchase. **(e) Post-Term Obligations.** If you reach any agreement to purchase property in the Market Area within six months of the expiration or termination of this Agreement, we shall be entitled to the Compensation if we introduced you to or showed you that property during the Term of this Agreement. **(f) Entire Compensation.** We agree that we are not entitled to compensation from any source, including the seller, that would exceed the Compensation amount. **(g) NEGOTIABILITY. WE HAVE ADVISED YOU THAT REAL ESTATE COMMISSIONS, INCLUDING THE COMPENSATION IN THIS AGREEMENT, ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

9. CLIENT CONTACT. You authorize us to communicate with you at the following email address(es) and phone number(s):

EMAIL #1

EMAIL #2

PHONE #1

PHONE #2

SO AGREED ON THE EFFECTIVE DATE STATED ABOVE.

Client Signature

Agent Signature

For Howard Hanna Rand Realty

Client Signature



HOWARD HANNA RAND REALTY'S



BUY & BORROW BUNDLE

SIGN ONCE, YOU COULD SAVE THOUSANDS.

Receive up to \$10,000 in savings while enjoying streamlined, top-notch services tailored to your real estate needs.

WHY CHOOSE HOWARD HANNA RAND REALTY?

When you sign an Exclusive Buyer Agreement with Howard Hanna Rand Realty and finance your new home with 1st Priority Mortgage, you could qualify for a closing credit of 0.5% of your home loan amount—up to \$10,000!

SIMPLIFIED HOME-BUYING PROCESS:

Why juggle multiple vendors? Our in-house essential services mean your home-buying process is managed under one roof, simplifying your path to homeownership.

HOW IT WORKS:

1. Sign an Exclusive Buyer Agreement
 - Partner with a Howard Hanna Rand Realty agent and secure your exclusive agreement.
2. Get Pre-Approved
 - Obtain pre-approval with 1st Priority Mortgage to determine your budget.
3. Find and Close on Your Dream Home
 - Discover your ideal home, make an offer, and finalize your purchase with Howard Hanna Rand Realty and 1st Priority Mortgage.
4. Receive Your Savings
 - Enjoy a 0.5% credit upon closing, potentially saving you up to \$10,000.

Integrating with 1st Priority Mortgage ensures a smoother, more efficient home-buying experience. Sign once and let us handle the rest, saving you time and money on your journey to homeownership.

- Yes, I am interested in the Howard Hanna Rand Realty's Buy & Borrow Bundle program.
- No, thank you. I am not interested in saving on closing costs for my home purchase with Howard Hanna Rand Realty.

Buyer Name _____

Buyer Signature _____

Cell Number _____

Email Address _____

Howard Hanna Rand Agent Name Joe Paoli

Howard Hanna Rand Agent Email Address joe.paoli@randrealty.com

Buyer Name _____

Buyer Signature _____

Cell Number _____

Email Address _____

Office Goshen



HOWARD HANNA
RAND REALTY



NMLS #29600. Limited time offer. Visit howardhanna.com/bundle-terms for full terms and conditions. Contact 1st Priority Mortgage, Inc. for mortgage products and eligibility. Approved borrowers will receive a closing cost grant equal to .5% of the loan amount on their Closing Disclosure. For example, the client would receive a credit of 0.5% of the \$380,000 loan amount for a credit of \$1,900 toward closing costs. By electing the Howard Hanna Buyer Bundle, you consent to 1st Priority Mortgage and its affiliate companies contacting you to market services and begin your preapproval process. 1st Priority Mortgage, Inc. is a Licensed Mortgage Banker, New York State Department of Financial Services—License number LMBC 107183, and the New Jersey Dept. of Banking & Insurance. For full licensing information, visit www.nmlsconsumeraccess.org.

Howard Hanna | Rand Realty

Affiliated Business Arrangement Disclosure Statement

Client's Name: _____

In connection with the purchase of this property, you may need other home services. We recommend 1st Priority Mortgage for mortgage financing, Hudson United Title Services for title insurance services and Hudson United Insurance Services for home insurance.* These companies provide efficient and professional services at competitive rates. Please be advised that Howard Hanna | Rand Realty has a business relationship with these companies, including an ownership interest in each company. Because of this relationship, this referral may provide Howard Hanna | Rand Realty a financial or other benefits.

Set forth below is the estimated charge or range of charges by our affiliated companies for services listed. You are NOT required to use these companies for your home services needs. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

1ST PRIORITY MORTGAGE SETTLEMENT SERVICES

CHARGE OR RANGE OF CHARGES

Origination Fees	1 to 2.5% of the loan amount.
Credit Reports	Starting at \$35 per person.
Other Lender Fees Apply.	

HUDSON UNITED TITLE SETTLEMENT SERVICES

CHARGE OR RANGE OF CHARGES

Fee Title Insurance	Based on purchase price set by state law.**
Mortgage Title Insurance	Based on purchase price set by state law.**
Municipal Search Fee	\$200.00-\$500.00, based on municipality.
Bankruptcy Searches	\$25-\$150.00 based on number of parties.
Policy Endorsements	\$75.00-\$750.00 based on amount.
Recording Fees	\$45.00 to present plus \$5 per page.

HUDSON UNITED INSURANCE SERVICES

CHARGE OR RANGE OF CHARGES

Homeowners Insurance	\$ 400-\$3,500 depending on coverage.
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ACKNOWLEDGEMENT

I/WE HAVE READ THIS DISCLOSURE FORM, AND UNDERSTAND THAT HOWARD HANNA | RAND REALTY IS REFERRING ME/US TO THE ABOVE-DESCRIBED SETTLEMENT SERVICES AND MAY RECEIVE A FINANCIAL OR OTHER BENEFIT AS THE RESULT OF THESE REFERRALS.

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CLIENT SIGNATURE DATE

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CLIENT SIGNATURE DATE

*NMLS #29600. Howard Hanna | Rand Realty is not a mortgage lender. Contact 1st Priority Mortgage, Inc. for mortgage products and eligibility. 1st Priority Mortgage, Inc. is a Licensed Mortgage Banker, New York State Department of Financial Services—License number LMBC 107183. The Connecticut Dept. of Banking Consumer Credit Division—License number ML-29600. The Florida Office of Financial Regulation—Division of Consumer Finance—License number MLD2477. The New Jersey Dept. of Banking & Insurance. The Pennsylvania Department of Banking and Securities as a Mortgage Lender—License number 104688. All lending products are subject to credit and property approval. Terms, conditions, and certain restrictions may apply on all programs. Interest rate and program terms are subject to change without notice. This is not a commitment to lend. Contact a 1st Priority Mortgage Consultant for full details. 6000 Sheridan Drive, Williamsville, NY 14221 (888) 500-9733.

Hudson United Insurance Services is an independent property, casualty, and life insurance agency licensed in NY, NJ, and CT.

Hudson United Title Services is an independent title insurance agency licensed in NY and NJ. **Title insurance rates are set by state law. Please ask your Hudson United representative for any information on state rates.



New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller cannot provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and the seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will

New York State Disclosure Form for Buyer and Seller

function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. A designated sales agent cannot provide full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent

under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Joe Paoli of Howard Hanna | Rand Realty
(Print Name of Licensee) *(Print Name of Company, Firm or Brokerage)*

a licensed real estate broker acting in the interest of the:

() Seller as a *(check relationship below)*

() Seller's Agent

() Broker's Agent

() Buyer as a *(check relationship below)*

() Buyer's Agent

() Broker's Agent

() Dual Agent

() Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

() Advance Informed Consent Dual Agency

() Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: Joe Paoli is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure form:

Signature of { } Buyer(s) and/or { } Seller(s):

Date: _____

Date: _____



New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing and Anti-discrimination Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing and Anti-discrimination Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Joe Paoli (print name of Real Estate Salesperson/
Broker) of Howard Hanna | Rand Realty (print name of Real Estate company, firm or brokerage)

(I)(We) _____

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature: Date: _____

Buyer/Tenant/Seller/Landlord Signature: Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.