



NEW YORK

EXCLUSIVE RIGHT TO SELL AGREEMENT CO-OPDate: 2/28/2023

Subject Property (Address, City, State, Zip): 328 West 86th 2A, New York, NY 10022
 Seller Name: Josephine M. Di Iorio
 Seller (Address, City, State, Zip): 328 West 86th 2A, New York, NY 10022

Dear Josephine M. Di Iorio,

Through Christopher Pasquale of R New York, you have employed our firm as a Real Estate Broker with exclusive right to sell or lease the proprietary lease and shares of stock allocated to the above captioned property on the following conditions:

1. You represent that you are the owner of all the property.
2. This agreement shall become effective on the date you sign it, and continue in full force and effective through 180 days.
3. We are authorized to offer the _____ shares and the apartment lease for sale at a price of \$1,225,000 and to represent that the maintenance charge of the property is currently \$1492.97 per month.
4. In our effort to bring about a satisfactory sale, we are authorized by you to invite, at our own discretion, the cooperation of other licensed real estate brokers and to work with them on a cooperating basis for the sale of the above property. In this connection you hereby agree that we may delay the invitation of the cooperation of other brokers, for up to ten (10) days after you countersign this letter, in order to prepare marketing materials.
5. If you agree to sell the property pursuant to this agreement, our commission to be paid by you shall be 4 percent of the total sale price of the property if sold in cooperation with another broker, either from an outside agency or this agency, or 4 percent of the total sale if sold to a direct buyer. The commission shall only become due and payable if, and when title to the Property is successfully transferred from you to the third-party Purchaser. Payment of the commission shall be dispensed from the proceeds paid to the owner at the closing and shall be in the form of a certified check or attorney's check. 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. If you willfully fail to close on the property, after a contract of sale is fully executed, then we shall be entitled to our full commission
6. In the event another licensed real estate broker solicited by us is involved in the transaction, we shall pay the cooperating broker a commission by separate agreement with such broker and in no such event shall the commission paid by you exceed the greater amount listed in paragraph five. In the event that you become legally entitled to retain any deposit paid to you by a person introduced to you during the term of this agreement, pursuant to a signed contract of sale, you agree to pay 4 percent of that amount to us.
7. During the term of this agreement, you agree to refer to us all inquiries, proposals and offers received by you regarding the property, including, but not limited to those from principals and other brokers, and you agree to conduct all negotiations with respect to the sale, lease or other disposition of the property solely and exclusively through us.
8. In connection with our marketing of the property, you hereby grant us (or our vendor) permission to photograph the property and use those photographs in all of our marketing materials. You hereby agree and understand that, upon expiration or other termination of this Agreement, the rights to those photographs belong to us and may not be used by you or any other broker.
9. Within three (3) business days of the expiration date, we shall deliver to you, in writing, a list of no more than six (6) prospective purchasers and six (6) prospective tenants who inspected the property during the term of this exclusive. If within 60 days after the expiration date, a contract is signed to sell the property to a purchaser on said list or a



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lease is signed to rent the property to a prospective tenant on said list, then we shall be entitled to the commission provided for in paragraph 5 of this Agreement.

- 10. At the end of the exclusive period, the listing will automatically convert to an open, non-exclusive listing, unless you advise us to the contrary.
- 11. 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.
- 12. This agreement shall bind and benefit the personal representatives, successors or assignees of the parties, and may not be changed, rescinded, or modified except in writing, signed by both of us.
- 13. I agree to sell the property to any qualified buyer procured by you regardless of his or her race, color, creed, age, national origin, alienage or citizenship status, gender, sexual orientation, disability, marital status, partnership status, any lawful source of income, or any other class protected by the NYC Human Rights Law.
- 14. If the sale of the property is accomplished through the transfer of an interest in a corporation, limited liability company or any other entity, said transfer shall be covered by this agreement.
- 15. If litigation results over or arises out of this agreement, attorney's fees and all reasonable litigation expenses and fees shall be paid by the losing party herein.
- 16. Explanation: An "exclusive right to sell" listing means that if you, the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker. An "exclusive agency" listing means that if you, the owner of the property, finds a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

If the foregoing meets with your approval, please sign and return the enclosed copy of this agreement.

Very truly yours,

By: Christopher Pasquale
 Exclusive Agent: Christopher Pasquale
 R New York

Date: 02-28-2023

By: Robert Barr
 Stefani Berkin Robert Barr
 Broker of Record Residential Sales Manager

Date: 03-01-2023

AGREED TO AND ACCEPTED

By: Josephine Di Iorio
 Seller Name: Josephine Di Iorio

Date: 02-28-2023

By: _____
 Seller Name: _____

Date: _____

Rider attached only if this box is checked



Division of Licensing Services

New York State
Department of State
Division of Licensing Services
 P.O. Box 22001
 Albany, NY 12201-2001
 Customer Service: (518) 474-4429
www.dos.ny.gov

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 consistent 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 Christopher Pasquale of R New York
(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: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

Josephine M. Di Iorio
(I) (We) _____ acknowledge receipt of a copy of this disclosure form:

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

Josephine Di Iorio

Date: 02-28-2023

Date: _____



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 Discrimination Disclosure Form

Federal, State and local Fair Housing 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 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 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 Christopher Pasquale (print name of Real Estate Salesperson/
R New York
Broker) of _____ (print name of Real Estate company, firm or brokerage)

Josephine M. Di Iorio
(I)(We) _____

(Real Estate Consumer/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Real Estate Consumer/Seller/Landlord Signature Josephine Di Iorio Date: 02-28-2023

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