

# FACILITATION AGREEMENT

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

THIS AGREEMENT concerns the following property:

Street Address: \_\_\_\_\_

Description: \_\_\_\_\_

In consideration of the mutual covenants and agreements herein contained, the undersigned Seller and the undersigned Broker agree as follows:

1. The Seller engages the Broker to act as Facilitator in the sale of the above referenced Property. Seller hereby acknowledges receipt of the Massachusetts Mandatory Consumer Licensee Disclosure Form and understands that the Broker will provide customer level service to the Seller, does not represent the Seller and has no duty to hold confidential any information provided by the Seller.
2. The Broker agrees to use reasonable efforts to procure a ready, willing, and able Buyer of the property in accordance with the price, terms, and conditions of this Agreement. The Broker will assist in communications between a prospective Buyer and Seller so that they may bring about a mutually agreeable transaction.
3. The Broker acting as Facilitator will not advocate for the interest of either party, unless otherwise indicated, and is not required to offer opinions regarding value, negotiation strategy or matters directly related to the Transaction or regarding either parties financial interests. The Facilitator will disclose information as required by law and account for funds.
4. The Broker will be compensated as follows:
5. This Agreement may be terminated by either the Seller or the Broker at any time with written notice to the other. In the event the Seller terminates the contract, the Broker will have seven days from the notice date to notify the Seller in writing of the names of the potential buyers the Broker introduced to the Property. In the event the Seller terminates this Agreement and enters into a contract for the sale of the Property, a portion of the Property, or receives option on the Property with one of the named Buyer introduced by the Broker within \_\_\_\_\_ months of the termination, the Broker will have been deemed to have earned the fee contemplated in paragraph 4. In the event the Seller enters into an Exclusive Listing Agreement with the Broker, or another licensed real estate broker to whom the seller is obligated to pay a fee, this provision will become null and void and the terms of the Exclusive Listing Agreement shall supercede.
6. *Strike if not Applicable.* The Broker has explained the Broker's policy regarding Agency. Nothing in this Agreement prevents the Broker, or an agent affiliated with the Broker from representing a Buyer as a Buyer's Agent for the purchase of the Property. In such case, although the Broker, will have no agency relationship with the seller, the Broker will represent the Buyer, owe the Buyer undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability. In such instance, the Broker will not be a neutral but will put the Buyer's interests first and negotiate for the best price and terms for their client, the Buyer. The Broker will notify the seller in writing if such a situation arises.

IN WITNESS WHEREOF, the Seller and the Broker have hereunto set their hands and seals as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Broker: \_\_\_\_\_

Seller: \_\_\_\_\_

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

Seller (or spouse): \_\_\_\_\_

Its: \_\_\_\_\_

Title (duly-authorized)

