

OFFICE EXCLUSIVE  
CERTIFICATION



Date: 10-9-2020

TO [ MULTIPLE LISTING SERVICE OF LONG ISLAND, INC.  
300 SUNRISE HIGHWAY, WEST BABYLON, N.Y. 11704 ]

I hereby certify that I have given Century 21 Milestone  
(Name of Realtor Office)

an exclusive listing on my property at 91-12 175 St, Jamaica, NY  
(Address of Property) 11432

\_\_\_\_\_, a copy of which is attached hereto.  
Said office has explained the advantages of The Multiple Listing Service, however,  
for personal reasons I direct that this property not be published in The Multiple  
Listing Service.

The exclusive listing runs from 10-9-2020 to  
(Beginning Date)

01-09-2021  
(Expiration Date)

X [Signature]  
(Owner)

[Signature]  
Salesperson Name (Print) (Owner)

Century 21 Milestone  
Firm Name

148-31 Hillside Av, Jamaica, NY  
Office Address

718-291-7000  
Office Phone



**Milestone Realty**

148-31 Hillside Avenue  
Jamaica, New York 11435  
Tel: (718) 291-7000  
Fax: (718) 291-8979  
www.c21milestone.com

**EXCLUSIVE LISTING AGREEMENT**

1. In consideration of the expertise and knowledge as well as efforts to market the above-described property, the use of the service and facilities of Century 21 Milestone Realty, the undersigned owner grants Century 21 Milestone Realty the sole and exclusive right to sell the property known as:

91-12 175 street, Jamaica, NY 11432

2. The listing price for the property is \$ 12,490,000 dollars. The undersigned owner and broker both agree that the listing price and terms of the sale may be changed upon written authorization of the owner.

3. The owner hereby agrees to pay Century 21 Milestone Realty a brokerage commission of (circle one) ~~7%~~ ~~8%~~ ~~9%~~ ~~10%~~ 3% of the selling price. Fee for the service will be earned when Century 21 Milestone Realty brings about a buyer ready, willing and able to purchase at a price and the terms acceptable to the owner or when Century 21 Milestone Realty introduced the parties or was the procuring cause of a sale consummated between the owner and a buyer.

4. In the event that the broker receives or learns of an additional offer made after I, the owner(s), have already accepted an offer in writing, the broker is hereby instructed to hold such additional offer as a backup and to advise me thereof only in the event the first contract or agreement is canceled or otherwise made null and void.

I agree  or I disagree  with the above paragraph.  
(owner's initials) (owner's initials)

5. This agreement shall commence on the day set forth below and shall terminate at midnight on 01 month 09 day 2021 year.

6. It is understood that the owner is not to employ any other broker for the purpose above stated during the terms of this contract. This agreement may not be canceled orally.

7. I/We, the owner, hereby instruct Century 21 Milestone Realty not to co-broke or release any information concerning our property to any other real estate brokers whether they intend to act as subagents or buyers agents.

8. I/We, the owner, hereby grant Century 21 Milestone Realty, the sole right to install and display a Real Estate For Sale/Sold sign and distribute just listed and sold announcements concerning our property.

9. I acknowledge receipt of a copy thereof.

10. \_\_\_\_\_

**REMARKS**

X [Signature]  
Owner (signature of owner) Address 91-12-175 st, Jamaica NY  
(signature of owner)

DATE: 10-9-2020 Phone: Res. \_\_\_\_\_ Ofc. \_\_\_\_\_

LISTING SALESPERSON [Signature] OWNERS EMAIL homeforlife@aol.com  
(print)

CoAgent \_\_\_\_\_ LISTING SALESPERSON [Signature]  
(print) (signature)

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.

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 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 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 may provide advance informed consent to dual agency with designated sales agents 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 to negotiate the purchase and sale of real estate. A sales agent works under the supervision

This form was provided to me by Sharon F. Smith (print name of licensee) of City of West (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- Seller as a (check relationship below)
- Buyer as a (check relationship below)
- Seller's agent
- Buyer's agent
- Broker'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.

(I) (We) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure

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

\_\_\_\_\_  
\_\_\_\_\_

X Sharon F. Smith  
\_\_\_\_\_

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

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



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.state.ny.us

## 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 interests. 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 can not 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 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

**\* Means Required Information**

\*Broker Load (Y or N)

\*ML#

Street #: 91-12 Street Dir:  \*Street Name: 175 ST  
 St Suffix:  \*Town: Jamaica \*Zone: NY \*Zip: 11432  
 Zip + 4:  Unit #  Sec/ Area:   
 Cross St: Hillside Ave School District Name:   
 School District #:  District:  Section:  Block: 9809  
 Lot: 100141002 \*Waterfront (Y or N)  Waterfront Desc.:  \*Waterview (Y or N)  Corner Property (Y or N)

\*Listing Price: 12,490,000  
 \*Listing Date: 10-09-2020 \*Exp Date: 01-09-2021

\*TYPE OF SALE (OR RENTAL) (Please Check One): Property  Business  Property + Business   
 Business + Office  INC Prop  Store Front  Office  Store   
 \*PROPERTY TYPE (Please Check One): Apt House  Industrial Bldg.  Shop Center  Free Standing Building   
 Warehouse  Office Building  Store  Small Stores  Office  Misc.   
 \*Sale or Rent (S or R): S # Units: 30 Cash Down:  Rent Per Square Foot: 20.35  
 Approx Interior Square Footage: 36,105

ANNUAL INCOME		ANNUAL EXPENSE	
DESC	Rental Income (Res) INC \$	466,342	RENT
DESC	Rental Inc. (Comm) INC \$	236,736	FUEL
DESC	Parking Inc. INC \$	30,600	ELEC
DESC	Landscaping INC \$	1,200	MAINT/REP
DESC	Potential Inc. \$ Supp INC \$		INSUR
	TOT INC \$	734,878	PAYROLL
			*TAXES
			ADD'L VILLAGE TAXES
			MISC
			TOTAL EXP \$
			NET INCOME \$

Business Type:  DBA:   
 Business Age:  Lease Years:  Parking Spaces at Building: 17 Seats:   
 Inventory:  Inventory Included (Y or N):  Leasehold Improvements:   
 Fixtures & Equipment:  Gross Profit:

Zoning:  Office %: 40 Vacancy %: 0  
 Construction: CONC + BRICK Floor Load:  Amps:   
 Lot Size: 80 X 117 \*Lot Sq Footage: 9,360 Ceiling Height:   
 Sprinklers (Y or N):  Loading Dock (Y or N):  Parking Spaces: 17 Approx. Year Built: 2008 Stories: 08  
 \*A/C: YES Building Size: 62 X 57 - 36,105 SQF Handicap Access (Y or N):   
 Handicap Access Desc.: Elevator - X 2 Green Features: (Y or N)   
 Green Features Desc.:

Assumable Mtg 1:  Assumable Mtg 2:  Proposed Mortgage:   
 1st Assum %:  2nd Assum %:  3rd Assum %:   
 Monthly Payment 1:  Monthly Payment 2:  Monthly Payment 3:   
 Bank-Pvt-Seller 1:  Bank-Pvt-Seller 2:  Bank-Pvt-Seller 3:   
 Maturity Date 1:  Maturity Date 2:   
 Maturity Date 3:

\*Owner: 175 STREET ASSOC \*Status / Showing #: 917-892-6187  
 \*Broker/Agent Owned  \*Seller Agency Comp.  \*Buyer Agency Comp.   
 \*Broker Agency Comp. 2 \*Comp Paid By  \*Renting Broker Comp.   
 \*Listing Broker Comp.  Agency: (Enter A if Agency)  \*Exclusions (Y or N)  \*Negotiate Direct (Y or N)   
 Agency Offered (For Rental):  Occupancy:

Show Instructions: Call 1-917-892-6187 - home for life 1000.com Lockbox (Y or N):   
 Remarks: Excellent Investment mixed use Apt Building built as Con do in Jamaica, NY. Tax a gatekeeper

Excellent Investment mixed-use Apt. Building built as Condominium in the heart of 175 st. & Hillside Av. Tax Abatement for 15 & 25 (comm). Modern amenities with granite Kitchen top. It is secured with Electronic Device & Camera. 2 Blocks to F Train Subway, & few blocks to LIRR & High ways. Potential Income approx. \$54,000/YR. Tenants pay all utility Bills. Contact -917-892-6187 or homeforlife1@aol.com.