



RE: 581 Academy Street, unit 1-G

You have agreed to employ TDG-TREGNY LLC dba MNS ("MNS", "we", or "us") as a real estate broker with the exclusive right to rent the Property on the following terms and conditions:

1. You represent that you are the owner of the Property and have the authority to enter into this agreement (the "Agreement"). You authorize us to offer the Property for rent at the price set forth below or subsequently authorized by you. You agree that we may rely on any information you provide to us about the Property.
2. We are authorized to offer the Property for rent at a price of **\$1800 per month**. You may change the asking price of the Property at any time.
3. This Agreement shall be effective and continue in full force and effect from the date you sign this Agreement and for 90 days from the date you authorize us to disseminate the listing information through the RLS (the "Listing Date"). At the end of the exclusive term, the listing will automatically convert to an open, non-exclusive listing with us unless you advise us to the contrary. Also either party can cancel this agreement with 7 days written notice.
4. We are authorized by you to invite, at our own discretion, the cooperation of other licensed real estate brokers (each, a "Cooperating Broker") and to work with them on a cooperating basis for the rental of the Property. 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. You understand that we represent you except if another MNS agent represents the renter. In that case, MNS will be a dual agent and will represent both you and the renter. In all instances, MNS treats all parties fairly and honestly.
5. You agree to provide us with a copy of the most recent rental application documents required by your condominium or coop before we list the Property on the RLS.
6. 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 brokers, and you agree to conduct all negotiations with respect to the rental or other disposition of the Property solely and exclusively through us. However if you find renter on your own, you must inform us but you do not have to pay MNS the commission.
7. During the term of this Agreement, all operating expenses of the Property shall be the responsibility of you as owner, and not the responsibility of MNS.
8. If the Property consists of one or more residential Units, then our right to offer the Property shall include the right to offer one or more of such Units and references to "Property" hereunder shall be deemed to include any such Unit.
9. Within three (3) business days of the expiration date of this Agreement, we shall deliver to you, in writing, a list of no more than six (6) prospective renters who inspected the Property during the term of this Agreement. If the Property consists of one or more residential Units, then we



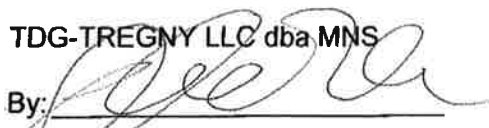
will deliver to you, in writing, lists for each residential Unit. If within ninety (90) days after the expiration date, a lease is signed with a renter on said list(s), we shall be entitled to the commission provided for in this Agreement. This list is confidential and for your personal use only.

10. 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.
11. This Agreement shall bind and benefit the personal representatives, successors or assigns of the parties, and may not be changed, rescinded, or modified except in writing, signed by both of us. This Agreement shall be governed by the internal laws of the State of New York.
12. This Agreement may be executed in one or more counterparts, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. In the event any action is commenced to interpret or enforce this Agreement or any provision thereof, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and costs, including any fees and costs incurred in enforcing any judgment.

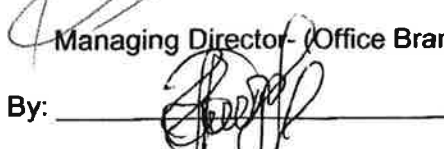
If the foregoing meets with your approval, please sign and return the enclosed copy of this Agreement. We look forward to working with you towards the successful sale of the Property.

Sincerely,

TDG-TREGNY LLC dba MNS

By: 

Managing Director - (Office Branch)

By: 

Licensed Real Estate Salesperson

AGREED TO AND ACCEPTED:

By: 

Name
Landlord

Date: 4/18/17

By: _____

Name
Landlord

Date: _____

tion, the agent will not be able to provide the full range of fiduciary duties to the landlord and the tenant. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the tenant and landlord. An agent acting as a dual agent must explain carefully to both the landlord and tenant 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 landlord and tenant are giving up their right to undivided loyalty. A landlord and tenant should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the tenant and the landlord 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 tenant and another sales agent to represent the landlord. A sales agent works under the supervision of the real estate broker. With the informed consent in writing of the tenant and the landlord, the designated sales agent for the tenant will function as the tenant's agent representing the interests of and advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord's agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may 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 KATE GAIDUCHENKA (print name of licensee) of MNS

(print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☒ Landlord as a (check relationship below)

☐ Tenant as a (check relationship below)

☒ Landlord's agent

☐ Tenant'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 tenant; and _____ is appointed to represent the seller in this transaction.

(I) (We) Lilia Nikolova acknowledge receipt of a copy of this disclosure form: signature of { } Landlord(s) and/or { } Tenant(s):

Date:

11/18/17

Date: