

# TERMS AND CONDITIONS OF USE

Welcome to Douglas Elliman Real Estate. Through the Douglas Elliman Real Estate website, located at [www.elliman.com](http://www.elliman.com), and our affiliated sites, including without limitation [www.update.elliman.com](http://www.update.elliman.com) and [www.seniors.elliman.com](http://www.seniors.elliman.com) (collectively, the “Site”), you can browse and search real estate listings in our designated service areas.

Your use of the Site is subject to these Terms and Conditions of Use, which include the Privacy Policy (“Terms”). You must agree to these Terms before using the Site or any of the services offered through the Site (collectively, the “Service”). These Terms constitute a binding contract between Douglas Elliman, LLC (“Douglas Elliman”, “we” or “us”) and you (“you”). BY USING THE SITE, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE SITE.

We suggest that you print out a copy of these Terms for your records.

## 1. Registration

1. *Scope of Use.* The purpose of this Site is to assist customers and brokers in contacting Douglas Elliman and its agents concerning the real estate rental and sales listings set forth herein and any other services offered by Douglas Elliman. You represent that you are a prospective purchaser, seller, lessee or lessor of real property in the geographic areas where Douglas Elliman is licensed and operating with a bona fide interest in the purchase, sale or lease of such real property.
2. *Registration Required.* You must complete the Site registration process to create an account with a username and password (the “Account”) in order to make full use of the Service.
3. *Minimum Age.* You must be eighteen (18) years of age or older to register for an Account.
4. *Password and Identity.* You may not share your password with anyone else. Any use of the Service through your Account will be deemed as being used by you. Douglas Elliman is entitled to rely on the contact and other information that is supplied to us through your Account. Your Account is non-transferable and non-assignable.
5. *Consent to Contact.* BY REGISTERING FOR AN ACCOUNT, YOU CONSENT TO RECEIVE PERSONALIZED EMAILS, TELEPHONE CALLS AND/OR FAXES FROM DOUGLAS ELLIMAN. You must always provide accurate, current and complete information to Douglas Elliman for the Service. You must update such information in a timely manner to maintain its accuracy and completeness.
6. *Broker Restrictions.* Any real estate broker, salesperson, agent, or similar state licensed real estate professional (“Real Estate Agent”) who uses any Content for its customer must first enter into a co-brokerage agreement with Douglas Elliman. We authorize the Real Estate Board of New York (“REBNY”) and/or REBNY Listing Service (“RLS”) brokers (and each of their duly authorized representatives) to access the Site for the

purposes of verifying compliance with the provisions of these Terms, the Co-Brokerage Agreement between Douglas Elliman and REBNY, or any other applicable RLS rules or policies or any other multiple listing system or real estate board that Douglas Elliman subscribes to. We reserve the right to deny or terminate access to any Real Estate Agent except to the extent such Real Estate Agent is accessing the Site for the foregoing purposes. No person, including any Real Estate Agent, may market or make commercial use of the Content in any way, including without limitation advertising our property listings, copying our Content for commercial use, or contacting our customers or the owners or sellers of any properties listed on the Site.

7. *Acknowledgment of Broker-Consumer Relationship.* By agreeing to these Terms, you acknowledge you are entering into a lawful broker-consumer relationship as may be defined under state law. The relationship is not exclusive and you are not obligated to work with Douglas Elliman.
8. *Market Area.* The market area served by the Site includes New York City, Long Island, Westchester and Hudson County, New Jersey.
9. *No Affiliation with Real Estate Agent.* You agree that you have not signed any agreement with any Real Estate Agent that would prevent you from using Douglas Elliman as your agent. You do not have a contract or agreement with any third party that would interfere with our representation of you. You agree to notify us immediately in the event you enter into a listing agreement with a Real Estate Agent. Outreach to Sellers Prohibited. You agree not to contact the owner or seller of any property from information gained through the Site. You will not attempt to enter the property or speak with an owner or seller without an appointment set by Douglas Elliman.
10. *We Represent Multiple Buyers.* You acknowledge and agree that we may also represent other prospective buyers seeking to purchase the same properties that may meet your purchase criteria.
11. *Authorization to Review Documents.* You hereby authorize Douglas Elliman to review and provide you with copies of various documents related to any potential real estate transaction, including without limitation home inspection reports and closing papers.

## **2. Posting Content On The Site**

1. *Content Protected by Intellectual Property Rights.* Any content available through the Site, including applications, software, text, audio, video, photos, pictures, graphics, music, sound clips, images, likenesses, personal information and other works of authorship (collectively, "Content") is protected by the intellectual property rights of Douglas Elliman or its licensors. All right, title and interest in and to the Site and any Content will remain the exclusive property of Douglas Elliman and its licensors.
2. *Your Warranties Regarding Your Content.* You may post to the Site or otherwise submit to us your Content, including without limitation comments regarding property listings, feedback regarding the Service, or any other ideas, suggestions, documents or proposals. By submitting your Content, you warrant, represent and agree that:

- a. you own your Content or have sufficient rights in your Content to grant to Douglas Elliman the rights described in these Terms;
  - b. your Content does not and will not infringe the intellectual property rights, privacy, rights to publicity or any other legal or moral rights of any third party;
  - c. your Content is true and accurate to the best of your knowledge.
  - d. your Content does not include confidential or proprietary information;
  - e. if we so choose, we may use and disclose your Content in any way; and
  - f. we have no obligation to pay or reimburse you for your Content or our use of your Content.
3. *Prohibited Content.* You must not post to the Site any Content that, as reasonably determined by Douglas Elliman, is or appears to be the following:
- a. untrue, misleading, harmful, threatening, fraudulent, abusive, harassing, defamatory, vulgar, obscene, invasive to another person's privacy or protected data, hateful, or racially, morally or otherwise objectionable;
  - b. infringing upon or misappropriating a third party's intellectual property rights, including any patent, trademark, trade secret, copyright, right of publicity, including any Content that is the subject of any claim of infringement or misappropriation;
  - c. of a type that you do not have a right to transmit under any law or contractual or fiduciary relationships, such as proprietary and confidential information;
  - d. information that references personally identifiable information, such as address, email address, contact information, or phone number;
  - e. unsolicited, undisclosed or unauthorized advertising;
  - f. software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
  - g. data or information obtained through access that was not authorized by the owner, or that you are not authorized to post; or
  - h. in violation of any applicable local, state, national or international law (including export control, consumer protection, unfair competition, anti-discrimination, fair housing and false advertising laws).

### **3. Ownership Of Content; License**

- 1. *Ownership of Your Content.* You retain ownership of your rights in any Content you post to the Site, subject to the non-exclusive rights that you grant to us as described in these Terms.
- 2. *Your License to Douglas Elliman.* You hereby grant Douglas Elliman an irrevocable, perpetual, worldwide, royalty-free, freely transferable, freely sub-licensable (through unlimited levels of sublicense), non-exclusive license to use, reproduce, modify, delete, translate, transmit, sell and distribute, advertise in, on and around, and create

derivative works of the Content you submit or make available for inclusion on or through the Site, and to incorporate such Content into other works in any form, media, or technology now known or later developed without compensation to you.

#### 4. User Restrictions

1. *Prohibited Conduct on the Site.* You must not do, or attempt to do, any of the following, as reasonably determined by Douglas Elliman, subject to applicable law:
  - a. access or use the Site in any way that is not in compliance with any applicable local, state, national or international law (including export laws), contracts, intellectual property rights or constitutes the commission of a tort, or for any purpose that is harmful or unintended (by us), or other than in full compliance with these Terms;
  - b. use any Content in violation of any applicable laws, rules or regulations, including without limitation the rules of Real Estate Board of the City of New York, the New York State Department of State, the New York State Department of Banking, or any listing agency.
  - c. access, tamper with, or use services or areas of the Site that you are not authorized to access;
  - d. alter information on or obtained from the Site;
  - e. tamper with postings, registration information, profiles, submissions or Content belonging to Douglas Elliman or other users of Douglas Elliman;
  - f. use any robot, spider, scraper or other automated means or interface not provided by us to access the Site or extract data or gather or use information, such as email addresses, available from the Site or transmit any unsolicited advertising, "junk mail," "spam," or "chain letters";
  - g. frame any part of the Site, or link to the Site, or otherwise make it look like you have a relationship to us or that we have endorsed you or your Content for any purpose except as expressly permitted in writing by Douglas Elliman;
  - h. impersonate or misrepresent your affiliation with any person or entity;
  - i. reverse engineer any licensed software, application, games or any other aspect of the Site or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Site;
  - j. send to or otherwise impact us or the Site (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, "spyware," "adware" or other code that could adversely impact the Site or any recipient; or
  - k. take any action which might impose a significant burden (as determined by us) on the Site's infrastructure or computer systems, or otherwise interfere with the ordinary operation of the Service.

2. *Terms of Use.* By submitting a query or otherwise reviewing the information on this website concerning real property listings (the “Data”) you agree to the following: ① you will not access the Data through automated or high-volume means; and (ii) you will not “scrape,” harvest or otherwise copy the Data except pursuant to your personal non-commercial use of the Data solely to identify real property listings that you may be interested in investigating further.
3. *Personal Use Only.* The Site is for personal use only. You may not reproduce, copy, sell or otherwise exploit the Site or any part thereof, or access or use the Site for any commercial purposes.
4. *Listing Services.* You acknowledge that the individual listing services, including the residential listing service and the multiple listing service, which supply the listing data to the Site, own such data, and you acknowledge the validity of their respective copyrights to such data.

## **5. Monitoring And Protection Of Content**

1. *No Duty to Monitor.* We may provide certain forums on the Site for users to post feedback and opinions regarding the Content. You acknowledge and agree that we are not obligated to monitor, restrict or filter any Content posted anywhere on the Site. We do not regularly monitor the accuracy or reliability of Content. However, we reserve the right to modify or remove any Content at any time. Any Content posted or made available by third parties, including other users, are those of the respective author(s) and not of Douglas Elliman. Douglas Elliman neither endorses nor is responsible for the accuracy or reliability of any Content posted on the Site.
2. *License by Douglas Elliman to You.* You must respect the intellectual property laws protecting the Site. Douglas Elliman grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license, under the rights Douglas Elliman has in the Content, to privately display the Content on your computer and to download and print a single copy thereof, subject to the restrictions set forth herein.
3. *Reservation of Rights.* On its own behalf and the behalf of its licensors, Douglas Elliman reserves all rights in the Content, including any software, not expressly granted in this Section. Douglas Elliman does not in any way grant any other rights to you. Except as expressly stated in this Section, you may not reproduce, distribute, modify, publicly perform or display, or prepare derivative works of any Content, including any software, without prior written consent from Douglas Elliman or other third-party owner of the rights in that Content (if any).

## **6. Term And Termination**

1. *Term.* These Terms shall remain in full force and effect until terminated in accordance with this Section.
2. *Right to Terminate.* We may, at any time, terminate your access to the Site, and your Account, for any reason, consistent with local, state and federal fair housing and other laws, including if we believe in our sole discretion that you may have violated these

Terms or have otherwise engaged in any activities that may harm or damage the reputation, rights, person, or property of Douglas Elliman, our users, or any other person.

3. *Effect of Termination.* Upon termination of your Account, your agreement with Douglas Elliman pursuant to these Terms will also terminate, except that the following provisions survive the termination: Section 2 “Posting Content on the Site,” Section 3 “Ownership of Content; License,” Section 5 “Monitoring and Protection of Content,” Section 6 “Term and Termination,” Section 8 “Warranty and Indemnification,” and Section 11 “Miscellaneous” and the Privacy Policy. If your Account or access to the Service is terminated, you may no longer have access to the Content you posted on the Site. Upon termination, Douglas Elliman may remove and discard your Content from the Site. Douglas Elliman will not be liable to you or any third party for any termination of your Account or your access to the Site.

## **7. Advertisements And Other Links To Third Party Sites**

Our Site may contain advertisements and other links to third party web sites. The advertisements and other linked sites are not part of the Site and are not under our control. Consequently, we are not responsible for the accuracy, legality, decency, availability or content of any advertisement on our Site, any linked site, any link contained in a linked site, or any changes or updates to such sites. We provide the links to you only as a convenience, and we do not endorse the advertiser, the product or service advertised, the linked site or its use or contents. You use the links at your own risk. You hereby irrevocably waive any claim against us with respect to any such advertisements or third party sites.

## **8. Warranty And Indemnification**

1. *No Warranty.* ALL INFORMATION, CONTENT, AND SERVICE AVAILABLE THROUGH THE SITE ARE FOR INFORMATION PURPOSES ONLY AND ARE PROVIDED BY US ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. Without limiting the generality of the forgoing, Douglas Elliman, its owners, affiliates, officers, directors, employees, agents, contractors, content or service providers (including listing service providers), investors, successors and assigns (collectively, the “Douglas Elliman Group”) specifically disclaim any and all warranties, express or implied by statute or otherwise, including but not limited to: (1) any warranties concerning the availability, accuracy, usefulness, or content of or uninterrupted access to information, products or services and (2) any warranties of title, non-infringement, merchantability or fitness for a particular purpose. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or unauthorized access or alteration of or use of record in connection with the use or operation of the Service, whether for breach of contract, tort, negligence or any other cause of action.
2. *Use At Your Own Risk.* Any listing on the Site may be updated, changed, modified, withdrawn, sold or rented at any time without notice. Any furnishings, decorations and artist representations are provided for illustrative purposes only. All square footage and dimensions are approximate. Before you act on any information you have found on the Site, you should independently confirm any facts that are important to your

decision, including without limitation obtaining any exact dimensions by retaining the services of a professional architect or engineer. The information contained on the Site is not intended to be comprehensive, and may not be accurate, up-to-date or applicable to any particular case. IF YOU RELY ON ANY INFORMATION, CONTENT OR SERVICE AVAILABLE THROUGH THE SITE, YOU EXPRESSLY AGREE THAT YOU DO SO SOLELY AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS YOU MAY INCUR THAT RESULTS FROM YOUR USE OF ANY INFORMATION, CONTENT OR SERVICE FROM THE SITE. NO MEMBER OF THE DOUGLAS ELLIMAN GROUP CAN ACCEPT ANY LIABILITY FOR ANY INACCURACIES OR OMISSIONS IN THIS SITE.

3. *Indemnification.* By choosing to use the Site, you agree to indemnify, defend and hold harmless the Douglas Elliman Group from any and all claims or damage, including attorney's fees, arising out of or related to: (1) Content you choose to submit, post or transmit through the Site; (2) your use of or connection to the Site; (3) your violation of these Terms; or (4) your violation of any rights of another.
4. *Limitation of Liability.* To the extent permitted by applicable law, no member of the Douglas Elliman Group shall be liable to you or any other third party for any direct, indirect, incidental, special, punitive or consequential damages arising out of your access to or use of the Site or any information contained in it, or your inability to gain access to or use the Site, or any breach of any warranty, even if Douglas Elliman has been advised of the possibility of such damages. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE OR THE SERVICE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE SERVICE.

## **9. Notices And Contact Information**

Except as otherwise provided in these Terms, Douglas Elliman will give you any notices, and you hereby authorize Douglas Elliman to send notices (including notice of subpoenas or other legal process, if any), via electronic mail to the email address that we have on record for you. You will be considered to have received a notice when sent by Douglas Elliman via electronic mail, whether or not received by you. Douglas Elliman may provide notice to any email or other address that you provide to us. You must keep your address current, and any notice sent by Douglas Elliman to the address that you have most recently provided is effective notice. Any notice you provide to us must be sent by mail to Douglas Elliman, LLC, 575 Madison Avenue, Suite 406, New York, NY 10022, Attn: Kenneth I. Haber, Esq.

## **10. Amendments**

1. *Changes to Terms.* At any time and for any reason, Douglas Elliman may change or update these Terms, which include the Privacy Policy and any other agreement that is incorporated by reference into these Terms, without notice to you. Any change or update made by us will be prospective only. You can always find the most recent version of the Terms here. In case of inconsistencies between these Terms and any materials provided off-line, these Terms will always control.

2. *Your Obligation to Stay Current.* It is critical that you keep your email contact information correct and updated with Douglas Elliman at all times. In addition, we encourage you to check back regularly to review these Terms.
3. *Changes to Service.* We reserve the right to modify or discontinue, and restrict or block access to, the Service without notice to you. We may modify or remove any Content from the Service at any time without notice to you, including removal of Content that we believe to be obscene, lewd, lascivious, excessively violent, harassing, or otherwise objectionable. We are not liable for any such modification, suspension, discontinuance or removal, and any such action by us will not affect Douglas Elliman's license to your Content as stated in Section 3 above.

## **11. Miscellaneous**

1. *Agreement to Conduct Transactions Electronically.* All of your transactions with or through the Site may, at our option, be conducted electronically from start to finish. If the law allows you to withdraw this consent or if we are ever required to deal with you non-electronically, we reserve the right to charge or increase fees, and you agree to print or make an electronic copy of the Terms and any other contract or disclosure that we are required to provide to you.
2. *Interpretation.* The paragraph headings in these Terms are included to help make these Terms easier to read and have no binding effect. As used in these Terms, the words "include" and "including" are meant to be illustrative and not exhaustive.
3. *Third Party Rights.* These Terms are for the sole benefit of Douglas Elliman, our officers, directors, employees, affiliates and agents. No other person, including any user of the Site, shall have the right to assert a claim under these Terms.
4. *Severance.* If any part of the Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full effect, provided that the allocation of risks described in these Terms is given effect to the fullest extent possible.
5. *Assignment.* These Terms are personal to you and you may not transfer, assign or delegate them to anyone without the express written permission of Douglas Elliman. Any attempt by you to assign, transfer or delegate these Terms without the express written permission of Douglas Elliman will be null and void. Douglas Elliman has the right to transfer, assign and delegate these Terms to one or more third parties without your permission.
6. *Export Limitations.* This Site is controlled by us from our offices in the United States of America and is directed to U.S. users. If you access the Site from locations outside the U.S., you do so at your own risk and you are responsible for compliance with applicable local laws. You may not use or export anything from the Site in violation of U.S. export laws and regulations or the Terms.
7. *Jurisdiction; Choice of Law; Waiver of Jury Trial.* These Terms and all performances and claims of every nature between us are governed by the laws of the State of New York, U.S.A., without regard to any conflict of laws principles that would result in the application of the law of a different jurisdiction. You and Douglas Elliman submit to the exclusive personal jurisdiction and venue of the state and federal courts located within the City of New York. The parties hereto waive any right to request a trial by jury.



8. *Limitations on Actions.* Any action concerning any dispute with respect to the Site must be commenced within one year after the cause of the dispute arises, or the cause of action is barred.
9. *Entire Agreement.* These Terms comprise the entire agreement between you and Douglas Elliman with respect to the use of the Site and supersede all contemporaneous and prior agreements between the parties regarding the subject matter contained herein.
10. *No Waiver.* The failure of any party to exercise or enforce any right or provision of these Terms, including any failure to act with respect to a breach, will not constitute a waiver of such right or provision or that party's right to act with respect to subsequent or similar breaches.
11. *Third Party Vendor.* Our website and contact center may be staffed by a third party vendor to support, screen, and answer telephone, email, text, and internet customer inquiries about Douglas Elliman Properties and Agents. Any information collected is confidential and is not shared with any other parties.
12. *ADA Compliance.* Douglas Elliman is committed to ensuring user-friendly digital accessibility to our website, including for people with disabilities. We are continually attempting to improve the broad user experience and to update our accessibility compliance and standards, including when we procure third-party systems or upgrades to existing software or systems. If you are having difficulty viewing or navigating the content on this website or notice any content, feature or functionality that you believe is not fully accessible to you, please email us at [helpdesk@elliman.com](mailto:helpdesk@elliman.com). Please put "Accessibility" in the subject line and provide a description of the specific feature you feel is not fully accessible or a suggestion for improvement. We take your feedback seriously and will try to address your concerns promptly. We will continually evaluate ways to address accessibility to our website as well as our overall accessibility policies.

## **12. Additional OR Required Notices**

1. *Notice Regarding Trademarks.* The Site includes certain trademarks and service marks owned by Douglas Elliman, LLC, its affiliates and others. You agree not to use these trademarks or service marks in any manner without the express written permission of the owner. You further agree that you will not alter or remove any copyright, trademark or other legal notice from any Content.
2. *Notice Regarding Copyrights.* Douglas Elliman respects the intellectual property rights of others and requests that users of the Site do the same. In accordance with the Digital Millennium Copyright Act of 1998 (DMCA), if you believe that your work is being used on the Site in a way that constitutes copyright infringement, you may notify us at Douglas Elliman, LLC, 575 Madison Avenue, Suite 406, New York, NY 10022, Attn: Kenneth I. Haber, Esq. Please provide the following information:
  - the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
  - identification of the copyrighted work that you claim has been infringed;

- identification of the material that is claimed to be infringing and information reasonably sufficient to permit Douglas Elliman to locate the material (for example, by providing a URL to the material);
  - your name, address, telephone number and email address;
  - a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
  - a statement that the information in your notification is accurate and a statement, made under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf.
  - It is our policy to terminate in appropriate circumstances any Account or user for infringement of intellectual property rights, including copyrights. Douglas Elliman may access, preserve and disclose to third parties any of your information or data (including personally identifiable information and private communications) related to a written complaint of copyright infringement if we believe in our sole discretion that such access, preservation, or disclosure is necessary or useful to respond or otherwise address such complaint.
3. *Notice of Availability of Filtering Software.* Minors are not authorized to visit our Site. We do not believe that the Site contains materials that would typically be the subject of filtering software. Nevertheless, all users are hereby informed that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. A report detailing some of those protections can be found at <http://www.ntia.doc.gov/ntiahome/ntiageneral/cipa2003/index.html> (Children's Internet Protection Act: Report on the Effectiveness of Internet Protection Measures and Safety Policies).
  4. *No Harvesting or Dictionary Attacks Allowed.* We will not give, sell, or otherwise transfer addresses maintained by us to any other party for the purposes of initiating, or enabling others to initiate, electronic mail messages except as authorized by law or appropriate personnel or policies. Except for parties authorized to have such addresses, persons may violate federal law if they: (1) initiate the transmission to our computers or devices of a commercial electronic mail message (as defined in the U.S. "CAN-SPAM Act of 2003") that does not meet the message transmission requirements of that act; or (2) assist in the origination of such messages through the provision or selection of addresses to which the messages will be transmitted.
  5. *Equal Housing Opportunity.* We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin.

Effective: January 1, 2011.

NEW YORK CUSTOMERS:

NEW YORK STATE DISCLOSURE FORM FOR BUYERS AND SELLERS

**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 AGENT**

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 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 to negotiate the purchase and sale of real estate. 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 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.

This form was provided to me by Douglas Elliman Real Estate, a licensed real estate broker acting in the interest of the:

- ( ) Seller as a (check relationship below) (X) Buyer as a (check relationship below)
- ( ) Seller's agent (X) Buyer's agent
- ( ) Broker's agent ( ) Broker's agent
- ( ) Dual agent
- ( ) Dual agent with designated sales agent

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:

Electronic signature of {X} Buyer(s) and/or { } Seller(s)

NEW YORK CUSTOMERS:

NEW YORK STATE DISCLOSURE FORM FOR LANDLORD AND TENANT

**THIS IS NOT A CONTRACT**

New York State law requires real estate licensees who are acting as agents of landlords and tenants of real property to advise the potential landlords and tenants 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

**LANDLORD'S AGENT**

A landlord's agent is an agent who is engaged by a landlord to represent the landlord's interest. The landlord's agent does this by securing a tenant for the landlord's apartment or house at a rent and on terms acceptable to the landlord. A landlord's agent has, without limitation, the following fiduciary duties to the landlord: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A landlord's agent does not represent the interests of the tenant. The obligations of a landlord's agent are also subject to any specific provisions set forth in an agreement between the agent and the landlord. In dealings with the tenant, a landlord'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.

**TENANT'S AGENT**

A tenant's agent is an agent who is engaged by a tenant to represent the tenant's interest. The tenant's agent does this by negotiating the rental or lease of an apartment or house at a rent and on terms acceptable to the tenant. A tenant's agent has, without limitation, the following fiduciary duties to the tenant: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A tenant's agent does not represent the interest of the landlord. The obligations of a tenant's agent are also subject to any specific provisions set forth in an agreement between the agent and the tenant. In dealings with the landlord, a tenant'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 tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not consistent with the agent's fiduciary duties to the buyer.

**BROKER'S AGENT**

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

**DUAL AGENT**

A real estate broker may represent both the tenant and the landlord if both the tenant and landlord 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 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 Douglas Elliman Real Estate, 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

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 acknowledge receipt of a copy of this disclosure form:

Electronic signature of {X} Landlord(s) and/or { } Tenant(s)

New York State Landlord and Tenant Disclosure Form »

**IDX DISCLAIMER**

Participants .. shall indicate on their IDX websites that IDX information is provided exclusively for consumers' personal, non-commercial use and that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. NOTE: THIS MUST BE ON LISTING PAGES WHERE IDX DATA (BEYOND 3 LINES AND NO MEDIA) IS USED.

**ACKNOWLEDGMENT OF NO POINT OF SUBSTANTIVE CONTACT**

By agreeing to these Terms of Use, you acknowledge and agree that your interactions with the MAYA Services never rise to the level of substantive contact and as a consequence thereto, MAYA Services cannot and does not trigger the need for real estate licensees to provide you with disclosures concerning such, non-exclusive, topics as fair housing/discrimination and agency.