

163727

STATE OF RHODE ISLAND
NEWPORT, SC.

SUPERIOR COURT

ROBERT J. JONES,
Plaintiff

Vs.

C.A. No. NM08-304

CYNTHIA COURAGE and STRONG
STRONGHOLD, LLC
Defendants

ORDER APPOINTING MASTER

This cause came on to be heard on June 17, 2008, upon the Plaintiff's Petition for Appointment of a Receiver, Judge Thunberg presiding, and upon consideration thereof, it is hereby

ORDERED, ADJUDGED AND DECREED

1. That Diane Finkle, Esq., of Providence, Rhode Island be and hereby is appointed Master of Defendant's assets and estate, with all of the powers, rights, duties and responsibilities of a Temporary Receiver appointed under the laws of the State of Rhode Island (the "Master").
2. That said Master shall forthwith file a bond in the sum of \$10,000.00 with any surety company authorized to do business in the State of Rhode Island as surety thereon, conditioned that the Master will well and truly perform the duties of said office and duly account for all monies and property which may come into the Master's hands and abide by and perform all things which the Master will be directed to do by this Court.
3. That said Master is authorized to take possession and charge of the property and assets of the Defendant, to collect the debts and property belonging to it and to preserve the same until further Order of this Court, and that the parties are hereby ordered to cooperate with the Master in that regard.
4. That said Master is authorized until further Order of this Court, in the Master's discretion and as said Master deems appropriate and advisable, to conduct the business of said Defendant, to borrow money from time to time, to purchase for cash or upon credit, merchandise, materials and other property, to engage counsel, to engage employees and assistants, clerical or otherwise, and to do and perform or cause to be done and performed all other acts and things as are appropriate in the premises.

True Copy Attached

James M. Anthony

Office of Clerk of Superior Court
County of Newport
Newport, Rhode Island

RECEIVED
CLERK OF SUPERIOR COURT
COUNTY OF NEWPORT
JUN 23 2008
JUN 23 2008

5. That this Court finds that the designation of the aforescribed person for appointment as Master herein is warranted and required because of the Master's specialized expertise and experience in operating businesses and in administering non-routine matters such as this case which involves unusual, complex legal, financial, and business issues.

6. That the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against said Defendant or any of its property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against any property of said Defendant, or the taking or attempting to take into possession any property in the possession of the Defendant or of which the Defendant has the right to possession, or the cancellation at any time during the proceeding herein of any insurance policy, lease or other contract with Defendant, by any of such parties as aforesaid, other than the Master designated as aforesaid, or the termination of telephone, electric, gas or other utility service to Defendant, by any public utility, without obtaining prior approval thereof from this Honorable Court, in which connection said Master shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.

7. That this matter is continued for review to 27th, 2008 for review and preliminary report by the Master.

8. The Master shall mail a copy of the Order Appointing Master to each of Defendant's creditors and members whose address is known or may become known to the Master.

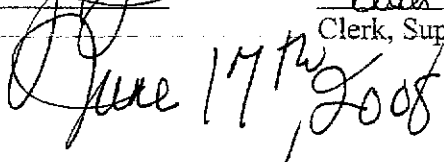
ENTERED as an Order of this Court this 17th day of June, 2008.

ENTER:

BY ORDER:




Clerk, Superior Court



Presented by:



Peter Brent Regan (#3421)
SAYER REGAN THAYER & FLANAGAN, LLP
130 Bellevue Avenue, Unit 2
Newport, RI 02840
(401) 849-3040

True Copy Attest



**Office of Clerk of Superior Court
County of Newport
Newport, Rhode Island**



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
OMNIBUS CALENDAR ASSIGNMENT FORM
SUPERIOR COURT

163727

☐ PROVIDENCE/BRISTOL		☐ KENT	☐ WASHINGTON	☒ NEWPORT
Robert J. Jones			CASE NO. NM 08-304	
VS				
Cynthia Courage and Strong Stronghold, LLC				
REQUESTED CALENDAR ASSIGNMENT				
☐ J JURY TRIAL		TRIAL CALENDAR		☐ N NON-JURY TRIAL
FORMAL SPECIAL CAUSE CALENDAR				
☐ AGA AGENCY APPEAL				
☐ AOD ASSESSMENT OF DAMAGES				
☐ CNA CONFIRM ARBITRATION				
☐ DEJ DECLARATORY JUDGMENT				
☐ EOJ ENTRY of JUDGMENT				
☐ FFR FIRST & FINAL REPORT				
☐ FRR FORCLOSURE of RIGHT of REDEMPTION				
☐ FRS FRIENDLY SUIT				
☐ OPC ORAL PROOF OF CLAIM				
☐ MMN MANDATORY INJUNCTION				
☐ MEL MECHANIC'S LIEN				
☐ MAT MOTION TO ATTACH				
☐ PRT PARTITION PROCEEDINGS				
☐ PAT PETITION TO APPOINT TEMPORARY RECIEVER				
☐ PEN PETITION TO ENFORCE				
☐ PIN PETITION FOR INSTRUCTIONS				
☐ PRC PETITION TO RECLAIM				
☐ PES PETITION TO SELL				
☐ PPI PRELIMINARY INJUNCTION				
☐ PCL PROOF OF CLAIM				
☐ RCP RECEIVERSHIP PROCEEDINGS				
☐ SPP SUPPLEMENTARY PROCEEDINGS				
☐ TPR TEMPORARY RESTRAINING ORDER				
☐ TIP TITLE PROCEEDINGS				
☐ TSP TRUSTEE PROCEEDINGS				
☐ VAR VACATE ARBITRATION				
☐ WOM WRIT OF MANDAMUS				
☐ WOR WRIT OF REPLEVIN				
☒ OTH OTHER FSC MATTER: Petition to Engage Broker to Market Defendants Real Estate at 106 Touro Street, Newport, RI				
DISPOSITIVE MOTION CALENDAR				
☐ MTD MOTION TO DISMISS, UNDER RULE 12				
☐ MJP MOTION FOR ENTRY OF JUDGMENT ON PLEADINGS				
☐ MPS MOTION FOR PARTIAL SUMMARY JUDGMENT				
☐ MSG MOTION FOR SUMMARY JUDGMENT				
☐ MOT OTHER DISPOSITIVE MOTION :				
HEARING DATE: 7/10/08		FSC/MOTION CLERK:		DATE:
SPECIAL MASTER CALENDAR				
☐ OTH OTHER MATTER:				
HEARING DATE:		CLERK:		
METHOD OF ASSIGNMENT				
☐ MOTION TO ASSIGN				
☐ STIPULATION TO ASSIGN				
☐ COURT ORDER PURSUANT TO TEMPORARY EX PARTE ORDER				
BASED ON METHOD OF ASSIGNMENT STATE ANY RELEVANT INFORMATION BELOW				
ATTORNEYS		DATE		DATE/TIME STAMP
SIGNATURES <i>Diane Finkle</i>		6/30/08		
PLAINTIFFS		DEFENDANTS		
PRINT NAME Diane Finkle, Master				

STATE OF RHODE ISLAND
NEWPORT, SC.

SUPERIOR COURT

ROBERT J. JONES
Plaintiff

Vs.

C.A. No. NM08-304

CYNTHIA COURAGE and STRONG
STRONGHOLD, LLC
Defendants

**PETITION TO ENGAGE BROKER TO MARKET DEFENDANT'S
REAL ESTATE AT 106 TOURO STREET, NEWPORT, RHODE ISLAND**

To the Honorable Superior Court for Newport County, now comes Diane Finkle, Esq., the duly appointed Master herein (the "Master"), and respectfully requests authority to engage the real estate brokerage firm RE/MAX Professionals of Newport (the "Broker") to provide brokerage services to the Master, upon the terms and conditions set forth herein and as set forth in the Multiple Listing Service Authorization Agreement annexed hereto (the "MLS"), to market Defendant's real estate and to pursue seasonal leasing of unoccupied units therein. In support hereof the Master states as follows:

1. Defendant owns a six-unit residential property located at 106 Touro Street, Newport, Rhode Island (the "Real Estate"), in which two of the units are rented to third party tenants, two of the units are vacant, and two of the units are occupied by Cynthia Courage.
2. After assessing the Defendant's financial situation and viewing the Real Estate, the Master recommends that the Real Estate be sold in order to address the claims of creditors of the Defendant and its members. In connection therewith, the Master believes it would be advantageous for the Master to engage the Broker to market the Real Estate for sale and to pursue seasonal leasing of vacant units at the Real Estate, on the terms set forth in the MLS annexed hereto.

3. The proposed Broker is familiar with the Real Estate, having been involved with leasing and marketing the Real Estate previously, and has no interest adverse to the interests of Defendant.

4. The Broker has agreed that payment of all compensation is subject to the MLS, and in the event of any dispute as to such compensation, the Broker has agrees that any such dispute will be resolved by this Court.

5. In order for the property to be effectively marketed, it will be necessary for the Broker to have access to each of the units and common areas of the building to interested parties upon 24 hours prior notice to the tenants, including Cynthia Courage.

WHEREFORE, the Master prays:

A. That she be authorized to engage the Broker to perform the services as set forth and described in the MLS annexed hereto, and upon the terms and conditions set forth therein and in this Petition;

B. That this Court direct that the tenants and Ms. Courage cooperate with the Broker with respect to showing the Real Estate and each of the units therein, and permit access thereto to the Broker and interested parties accompanying the Broker; and

C. That she be granted such other and further relief as this Court may deem proper.



Diane Finkle, Master
State Bar No. 2644
WINOGRAD, SHINE & ZACKS, P.C.
123 Dyer Street
Providence, RI 02903
Tel: 401-273-8300
Fax: 401-272-5728
Dated: 6/30/08

State-Wide Multiple Listing Service, Inc.
Commercial/Investment/Industrial
Listing Authorization - Category 5

TO: RE/MAX PROFESSIONALS OF NORTHERN License No. B10327

In consideration of your submitting this listing to State-Wide Multiple Listing Service, Inc. and its affiliates, and of your efforts to find a purchaser for the subject real estate, I hereby grant you from _____

to _____ inclusive, the EXCLUSIVE RIGHT TO SELL or exchange the real estate located at:

106 TOWN ST NORFOLK RI 02840

for the sale price of not less than _____ Dollars (\$ _____) or such other lower price that I may agree to accept.

I agree that if you procure a buyer, or if the subject property is sold or exchanged by you, by me, or by anyone else, during the term of this Agreement, I will pay you a fee of FIVE PER CENT I further agree to pay such fee if the property, within 120 days of the expiration or earlier termination of this listing, is sold to, or exchanged with, any person or firm that has been in contact with you, directly or indirectly, with respect to the property during the term of this listing. However, I shall not be obligated to pay such fee if, during said extended period, I must pay another licensed real estate broker pursuant to a valid listing agreement. Unless otherwise agreed in writing, the provisions of this paragraph shall survive the expiration or earlier termination of this listing. I agree that the broker's responsibility to transmit offers is restricted only to written offers, and that the broker shall not be obligated to transmit any offer that is received after a sales agreement is executed by the Seller, ONCE THE CLOSING HAS OCCURED AND TITLE HAS BEEN TRANSFERRED, YOU ARE AUTHORIZED TO APPLY THE ESCROW FUNDS TO SUCH AMOUNT AS MAYBE OWED YOU UNDER THIS AGREEMENT, IF THE ESCROW FUNDS ARE INSUFFICIENT AND THERE ARE ADDITIONAL FUNDS DUE TO YOU, I AGREE TO PAY SUCH ADDITIONAL FUNDS TO YOU AT CLOSING. I ACKNOWLEDGE THAT UNDER RHODE ISLAND LAW ANY FUNDS RECEIVED BY YOU AS A DEPOSIT MUST BE HELD IN AN ESCROW ACCOUNT, THE DISPOSITION OF THAT ESCROW ACCOUNT BY YOU SHALL BE SUBJECT TO THE LAWS OF THE STATE OF RHODE ISLAND AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF BUSINESS REGULATION. IN THE EVENT OF A POTENTIAL BUYER'S DEFAULT WHICH RESULTS 10/5/10 IN MY BEING ENTITLED TO RETAIN THE DEPOSIT, I SHALL PAY YOU _____ OF THE DEPOSIT, WHICH SHALL NOT BE GREATER IN AMOUNT THAN THE COMMISSION STATED ABOVE. IF I AM UNABLE TO CONVEY THE PROPERTY DUE TO MY DEFAULT, I SHALL PAY YOU THE COMMISSION STATED ABOVE.

Included in the purchase price, without encumbrances, are among other things, the following items: _____

I understand that this listing is subject to, and governed by, the Rules and Regulations of State-Wide Multiple Listing Service, Inc. and its affiliates. I further understand that my granting you the exclusive right to sell the subject real estate and your listing of the same can be terminated by me only with your approval.

You are hereby granted the exclusive right of placing your sign on the subject real estate during the term of this listing. I hereby promise to convey the subject real estate by a good and sufficient deed conveying a good and clear title to the real estate. I authorize both you and State-Wide Multiple Listing Service, Inc., to obtain and distribute information about the subject real estate.

In the event said property is leased during the term of this listing, or the said extended period, I agree to pay you a fee of \$700 for the term of the lease; and a fee of SAME for each extension of the lease term if any. If the lessee purchases the property within 20 I agree to pay you a fee of \$900. I understand the subject real estate will be shown, without discrimination, to all qualified buyers, in accordance with federal and RI fair housing laws.

In the event the property is being sold by more than one person, all sellers have executed this listing agreement. This agreement has been executed in one or more counterparts and each shall be deemed to be an original, and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto.

I, the Seller, certify that the listing Broker has explained the following services available to me and I authorize by indicating Yes or No:
☒ Photo ☒ Lockbox ☒ Internet ☒ Internet Data Exchange

NOTICE TO SELLER: When the Broker places this listing with MLS, The Broker hereby specifies the portion of the commission payable to any Cooperating Broker as follows: 2/2%

Seller's Name(s) _____

Accepted For _____

Beth A. Leshing
(REALTOR)

(Seller's Signature) _____ (Date) _____ (Seller's Signature) _____ (Date) _____

(Seller's Signature) _____ (Date) _____ (Seller's Signature) _____ (Date) _____

(Seller's Address) _____

55 MEMORIAL BLVD
(Office Address)

Beth A. Leshing
(Authorized Rep.) (Date) _____

STATE OF RHODE ISLAND
NEWPORT, SC.

SUPERIOR COURT

ROBERT J. JONES
Plaintiff

Vs.

C.A. No. NM08-304

CYNTHIA COURAGE and STRONG
STRONGHOLD, LLC
Defendants

**ORDER AUTHORIZING RECEIVER TO ENGAGE BROKER TO MARKET
DEFENDANT'S REAL ESTATE AT 106 TOURO STREET, NEWPORT, RHODE ISLAND**

This cause having come on for Hearing on the Receiver's Petition to Engage Broker to Market
Defendant's Real Estate at 106 Touro Street, Newport, Rhode Island, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. That your Master is hereby authorized to engage Re/Max Professionals of Newport (the "Broker") to perform the services as set forth and described in the Multiple Listing Service Authorization Agreement annexed hereto relative to marketing for sale the Defendant's real estate at 106 Touro Street, Newport, Rhode Island (the "Real Estate"), and marketing for lease the vacant units within the Real Estate on a seasonal basis, and upon the terms and conditions set forth therein and in the Petition; and

2. That the tenants, including Cynthia Courage, are hereby directed to cooperate with the Broker with respect to inspection of and showing the Real Estate and each of the units therein in connection with such marketing efforts, and permit access thereto to the Broker and interested parties accompanying the Broker as requested by the Broker after 24 hours prior notice.

ENTER:

BY ORDER:

Associate Justice
Dated:

Clerk, Superior Court

State-Wide Multiple Listing Service, Inc.
Commercial/Investment/Industrial
Listing Authorization - Category 5

TO: RE/MAX PROFESSIONALS OF NEWPORT License No. B10327
In consideration of your submitting this listing to State-Wide Multiple Listing Service, Inc. and its affiliates, and of your efforts to find a purchaser for the subject real estate, I hereby grant you from _____ (M/d/yyyy)

to _____ inclusive, the EXCLUSIVE RIGHT TO SELL or exchange the real estate located at:
(M/d/yyyy)
106 TOWN ST NEWPORT RI 02840
(Street Address) (City/Town) (State) (Zip Code)

for the sale price of not less than _____ Dollars
(\$ _____) or such other lower price that I may agree to accept.

I agree that if you procure a buyer, or if the subject property is sold or exchanged by you, by me, or by anyone else, during the term of this Agreement, I will pay you a fee of FIVE PER CENT I further agree to pay such fee if the property, within 120 days of the expiration or earlier termination of this listing, is sold to, or exchanged with, any person or firm that has been in contact with you, directly or indirectly, with respect to the property during the term of this listing. However, I shall not be obligated to pay such fee if, during said extended period, I must pay another licensed real estate broker pursuant to a valid listing agreement. Unless otherwise agreed in writing, the provisions of this paragraph shall survive the expiration or earlier termination of this listing. I agree that the broker's responsibility to transmit offers is restricted only to written offers, and that the broker shall not be obligated to transmit any offer that is received after a sales agreement is executed by the Seller. ONCE THE CLOSING HAS OCCURED AND TITLE HAS BEEN TRANSFERRED, YOU ARE AUTHORIZED TO APPLY THE ESCROW FUNDS TO SUCH AMOUNT AS MAYBE OWED YOU UNDER THIS AGREEMENT. IF THE ESCROW FUNDS ARE INSUFFICIENT AND THERE ARE ADDITIONAL FUNDS DUE TO YOU, I AGREE TO PAY SUCH ADDITIONAL FUNDS TO YOU AT CLOSING. I ACKNOWLEDGE THAT UNDER RHODE ISLAND LAW ANY FUNDS RECEIVED BY YOU AS A DEPOSIT MUST BE HELD IN AN ESCROW ACCOUNT. THE DISPOSITION OF THAT ESCROW ACCOUNT BY YOU SHALL BE SUBJECT TO THE LAWS OF THE STATE OF RHODE ISLAND AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF BUSINESS REGULATION. IN THE EVENT OF A POTENTIAL BUYER'S DEFAULT WHICH RESULTS 10% IN MY BEING ENTITLED TO RETAIN THE DEPOSIT, I SHALL PAY YOU 10% OF THE DEPOSIT, WHICH SHALL NOT BE GREATER IN AMOUNT THAN THE COMMISSION STATED ABOVE. IF I AM UNABLE TO CONVEY THE PROPERTY DUE TO MY DEFAULT, I SHALL PAY YOU THE COMMISSION STATED ABOVE.

Included in the purchase price, without encumbrances, are among other things, the following items: _____

I understand that this listing is subject to, and governed by, the Rules and Regulations of State-Wide Multiple Listing Service, Inc., and its affiliates. I further understand that my granting you the exclusive right to sell the subject real estate and your listing of the same can be terminated by me only with your approval.

You are hereby granted the exclusive right of placing your sign on the subject real estate during the term of this listing. I hereby promise to convey the subject real estate by a good and sufficient deed conveying a good and clear title to the real estate. I authorize both you and State-Wide Multiple Listing Service, Inc., to obtain and distribute information about the subject real estate.

In the event said property is leased during the term of this listing, or the said extended period, I agree to pay you a fee of \$900 for the term of the lease; and a fee of SAME for each extension of the lease term if any. If the lessee purchases the property within 20 I agree to pay you a fee of \$900. I understand the subject real estate will be shown, without discrimination, to all qualified buyers, in accordance with federal and RI fair housing laws.

In the event the property is being sold by more than one person, all sellers have executed this listing agreement. This agreement has been executed in one or more counterparts and each shall be deemed to be an original, and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto.

I, the Seller, certify that the listing Broker has explained the following services available to me and I authorize by indicating Yes or No:
☒ Photo ☒ Lockbox ☒ Internet ☒ Internet Data Exchange

NOTICE TO SELLER: When the Broker places this listing with MLS, The Broker hereby specifies the portion of the commission payable to any Cooperating Broker as follows: 2 1/2%

Seller's Name(s) _____

Accepted For Edith A. Leeshing
(REALTOR)

(Seller's Signature) _____ (Date) _____ (Broker's Signature) _____ (Date) _____

(Seller's Signature) _____ (Date) _____ (Broker's Signature) _____ (Date) _____

(Seller's Address) _____

55 MEMORIAL BLVD
(Office Address)

Edith A. Leeshing
(Authorized Rep.) (Date) _____

P

(R) LA: 54997 (R) LC: 2 MAY LS: 113627 (R) LD: MMDDYY (R) XD: MMDDYY (R) P: LAST NAME

	Units	Square Feet	Annual Rent
Residential:	6	4620	
Office:			
Retail:			
Warehouse:			
Manufacturing:			
Other:			

Totals will automatically be computed in Back and Computer.

TYPE

- | | | | | | | |
|---|---|---|---|--|--|--|
| TYPE
☒ Multi-Family
☐ Office
☐ Retail
☐ Commercial
☐ Industrial
☐ Hotel/Motel
☐ Food/Beverage
☐ Mixed
☐ Warehouse
☐ Bed & Breakfast
☐ Other | SITE
☒ Fenced
☒ Paved
☒ Corner
☐ Cul De Sac
☐ Waterfront
☐ Assoc. Foe
☐ Waterway
☐ Rail Spur
SUBJECT TO
☐ Wetlands
☐ Flood Plain
☐ DEM Approval
☐ Deed Res.
☐ Easements
☐ Mineral Rights
☐ Zoning | UNDERGROUND
☐ Janitorial Service
☐ Other
ELECTRICAL
☒ 100 Amps
☐ 110 Volts
☐ 220 Volts
☐ 440 Volts
☐ +440 Volts
☐ 3 Phases
☐ Underground
☐ Upgradeable
☐ None
SEWER
☒ Public Connect
☐ Public Available
☐ Private
☐ Assessment
☐ Pre-Treatment
☐ Storm
☐ None
WATER SUPPLY
☒ Public Connected
☐ Public Available
☐ Private
☐ Assessment
☐ Well
☐ None
HAVE
☐ Boundary Survey
☐ Site Plan
☐ Recorded Plan
☐ Aerial Photo
☐ Topography Survey | SOIL SURVEY
☐ Envir. Site Assessment
☐ Perc Test
☐ Ground Water Test
☐ Septic Design
☐ Invest Analysis
☐ Feasibility Study
☐ Architect Drawings
☐ Load Stress Analysis
BUILDING
☒ Brick
☒ Frame
☐ Masonry
☐ Steel
☐ Pre-Cast
☒ Historic
☐ Other
BLDG FEATURES
☐ Load Stress
☐ Drive-Thru
☐ Restrooms
☐ Cafeteria
☐ Computer Facility
☐ Laboratory
☐ Laundry Room
☒ Garage
☐ Sprinklers
☐ Elevator
☐ Security
☐ Security Lights
☐ Overhead Crane
BASEMENT
☐ Slab
☐ Crawl Space
☐ Partial
☐ Ssncel | FULL
☐ Concrete
☐ Dirt
☒ Storage Area
☐ Common
☐ Finished
☐ None
CEILING HGT
☐ Less than 7'
☐ 7'-9'
☐ 9'-12'
☐ 12'-15'
☐ 15'-17'
☐ 17'-20'
☐ 20' +
LOADING DOOR
☒ None
☐ Less than 6'
☐ 6'-8'
☐ 8'-11'
☐ 11'-14'
☐ 14' +
☐ Ground Level
☐ Truck Level
☐ Potential
TERMS
☐ Assignable
☐ Seller 1st
☐ Seller 2nd
☐ Lease Back
☐ Option Avail
☐ Rent w/option
☐ Exch. Considered
☐ Joint Venture
☐ Special | WILL SUB-DIVIDE
☐ Will Lease
OCCUPANCY
☒ Immediate
☐ 45 Days
☒ 45-90 Days
☐ Impossible
☐ Leases
☐ Month to Month
☐ Week to Week
☐ Vacant
TENANT PAYS
☐ Taxes
☐ Taxes over Base
☐ Heat
☐ Air Conditioner
☒ Electric
☐ Sewer
☐ Water
☐ Insurance
☐ Janitorial
☐ Trash Service
☐ Snow Removal
☐ Parking
☐ Expenses over Base
☐ Escalator
OWNER PAYS
☐ Taxes
☒ Heat
☐ Air Condition
☐ Electric
☐ Sewer
☐ Water
☐ Insurance
☐ Janitorial | Trash Removal
☐ Snow Removal
☐ All Expenses
HEAT
☐ Gas
☒ Oil
☐ Electric
☐ Boiling Gas
☐ Coal
☐ Cent. Steam
☐ Baseboard
☐ Hot Air
☐ Heat Pump
☐ Central
☐ Partial
☐ Zoned
☐ Other
☐ None
GAS
☒ Connected
☐ Available
☐ None
COOLING
☐ Central
☐ Window Units
☐ Office Only
☐ Heat Pump
☐ Partial
☒ None |
|---|---|---|---|--|--|--|

(Max. 250 characters)

Photo instructions: (Max. 56 characters)

BUYER(S) AGREES(S) ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE OR ACKNOWLEDGES TO CHANGES IN ORIGINAL AGREEMENT. The listing broker has gathered the above information to the best of his/her ability based on information provided from other sources, including but not limited to the seller. This should in no way be a substitution for independent inquiries by the buyer.

Owner(S)

Date:

RHODE ISLAND MANDATORY REAL ESTATE RELATIONSHIP DISCLOSURE FORM

R.I.G.L. § 5-20.6 allows a real estate broker or salesperson to provide real estate services to you whether you are a buyer, seller, tenant, or landlord. The minimum level of service required by law will depend on the type of relationship that you wish to have with a real estate licensee. These relationships are defined on this form. Although it is not legally required, you may also choose to sign a written contract to further define your relationship. The principal broker of the real estate brokerage or a person designated by him or her must also agree to the type of relationship that you choose to have with the licensee.

Types of Real Estate Relationships

NEUTRAL TRANSACTION FACILITATOR

A Neutral Transaction Facilitator is a real estate licensee who provides assistance to a buyer, seller, tenant, or landlord, or both, in a real estate transaction as a neutral facilitator who does not represent you.

A Neutral Transaction Facilitator owes the following duties to you as a customer: to perform agreed upon ministerial acts timely and competently; to perform these acts with honesty, good faith, reasonable skill and care; and properly account for money or property placed in the care and responsibility of the principal broker. A licensee acting as a neutral transaction facilitator does not owe confidentiality or any other fiduciary duties to a customer. A Neutral Transaction Facilitator does not represent you and cannot negotiate on your behalf.

DESIGNATED CLIENT REPRESENTATIVE

A Designated Client Representative is a real estate licensee who represents a buyer, seller, tenant, or landlord in a real estate transaction and advocates on your behalf.

A Designated Client Representative owes the following duties to you as a client: to perform the terms of the client representation contract, if any, with reasonable skill and care; promote the client's best interest in good faith and honesty; protect the client's confidential information during the relationship and after its termination; perform agreed upon ministerial acts timely and competently; perform these acts with honesty, good faith, reasonable care and skill; and to properly account for money or property placed in the care and responsibility of the principal broker. Only the real estate licensee(s) who have been specifically appointed by the principal broker or the principal broker's designee may represent you as a client. The other real estate licensees who are affiliated with the brokerage owe no duty to you except for confidentiality. If another licensee who is affiliated with the same brokerage becomes a Designated Client Representative for another party in a transaction with you, then that other affiliated licensee has no duty to protect any confidential information about you learned after he or she begins to represent the other party. In order for a real estate licensee to represent you as a Designated Client Representative, the licensee must obtain your informed written consent and provide you with a written notice.

NEUTRAL DUAL FACILITATOR

A neutral Dual Facilitator is an individual real estate licensee who assists a buyer and seller or tenant and landlord in the same transaction and must be neutral as to any conflicting interests between the parties to the transaction.

A neutral Dual Facilitator relationship exists solely for a specific transaction between the parties. A Dual Facilitator must be neutral as to any conflicting interests between the parties to the transaction. A Dual Facilitator owes the following duties to all parties: protecting the confidential information of you and the other party except where disclosure is required or permitted by state law; and accounting for funds. A neutral Dual Facilitator cannot satisfy fully the following duties to one or both parties: loyalty, full disclosure, reasonable care, and obedience to lawful instructions. This Mandatory Real Estate Relationship Form cannot be used to obtain your consent to a Dual Facilitator relationship. In order for a real estate licensee to assist you as a neutral Dual Facilitator, the licensee must obtain the informed, written consent from you, the other party and the principal broker on a separate Dual Facilitator consent form.

NEUTRAL TRANSACTION COORDINATOR

A Transaction Coordinator is a principal broker or his or her designee who supervises a real estate transaction in a neutral capacity.

The principal broker or his or her designee assumes this role in a transaction in which one affiliated licensee represents a buyer or tenant as a designated client representative and another affiliated licensee represents a seller or landlord as a designated client representative in the same transaction or if one affiliated licensee is assisting both the buyer and seller or landlord and tenant in the same transaction as a dual facilitator. A transaction coordinator does not owe any fiduciary duties to any party in a transaction except the duties to protect the confidential information of the parties and to properly account for money placed in his or her care. A principal broker or his or her designee becomes a neutral Transaction Coordinator automatically, so a customer or client is not required to sign an additional disclosure form.

BUYER'S/TENANT'S INITIALS _____ SELLER'S/LANDLORD'S INITIALS _____

Real Estate Licensee's Responsibilities

R.I.G.L. § 5-20.6-8 requires any real estate licensee who assists you to present this form to you at the first personal contact with you or prior to an offer to purchase, whichever occurs first. A real estate licensee must also disclose which party they represent, and obtain your written acknowledgement of that relationship. The law also requires real estate licensees to fulfill the duties of their relationship with you as defined by state law and/or in a written contract. Failure to comply with this law is a violation of Rhode Island license law and can result in disciplinary action to the licensee.

Consumer Information and Responsibilities

If you wish to have a real estate licensee represent you, this relationship must be established no later than the preparation of an offer to purchase, purchase and sales agreement or lease. Rhode Island law presumes that all real estate licensees are acting as neutral Transaction Facilitators unless otherwise stated on this form. A real estate licensee can act as your designated client representative only if that real estate licensee obtains your informed written consent to that relationship on this form.

A principal broker may only appoint a real estate licensee to represent you as a Designated Client Representative with your informed, written consent acknowledged on this Mandatory Relationship Disclosure Form. This designation as your representative applies only to the real estate licensee listed below. An inherent conflict of interest may exist if you as a buyer choose a designated client representative affiliated with the same principal broker as the seller's designated client representative. Other licensees affiliated with the company do not represent you or owe you any duties unless disclosed to you in writing. Also, these other licensees may represent or assist another party in your real estate transaction.

The duties of a real estate licensee do not relieve consumers of the responsibility to protect their own interests. If you need advice on specialized issues, such as legal, tax, or insurance, consumers are advised to refer specialized questions to the proper expert, including, but not limited to, a home inspector, attorney, tax advisor, appraiser or appropriate government official.

Consumer and Broker Acknowledgement

By signing below, I, the consumer, acknowledge that I have received and read the information in this Rhode Island Mandatory Relationship Disclosure Form. I understand and agree that the real estate licensee has disclosed that he or she will be working with me in the following capacity. (Check one)

☐ Designated Client Representative

- with me in the following capacity. (Check one)
- ☐ Transaction Facilitator
for a specific transaction
- ☒ Designated Client Representative
for me as the Seller/Landlord
- ☐ Designated Client Representative
for me as the Buyer/Tenant

_____X_____Y
Consumer Signature Printed Name Date

Consumer Signature

Printed Name

Date

By signing below, I, the real estate licensee, acknowledge that I have provided this disclosure form to the above consumer(s) as required by Rhode Island law.

by signing this form, I am certifying that I am a duly licensed real estate professional in the State of Rhode Island, as required by Rhode Island law.

RE/MAX PROFESSIONALS OF NORWICH
Name of Brokerage Firm

Debi A. Waring
Licensee Signature

BETH A CUSHING
Printed Name

518282
Real Estate License #

6/26/0
Date

Licensee: please initial here if the consumer declines to sign this notice and state the consumer's reason for refusal:

STATE OF RHODE ISLAND
NEWPORT, SC.

SUPERIOR COURT

ROBERT J. JONES
Plaintiff

Vs.

C.A. No. NM08-304

CYNTHIA COURAGE and STRONG
STRONGHOLD, LLC
Defendants

**ORDER AUTHORIZING RECEIVER TO ENGAGE BROKER TO MARKET
DEFENDANT'S REAL ESTATE AT 106 TOURO STREET, NEWPORT, RHODE ISLAND**

This cause having come on for Hearing on the Receiver's Petition to Engage Broker to Market
Defendant's Real Estate at 106 Touro Street, Newport, Rhode Island, it is hereby,

ORDERED, ADJUDGED AND DECREED:

1. That your Master is hereby authorized to engage Re/Max Professionals of Newport (the "Broker") to perform the services as set forth and described in the Multiple Listing Service Authorization Agreement annexed hereto relative to marketing for sale the Defendant's real estate at 106 Touro Street, Newport, Rhode Island (the "Real Estate"), and marketing for lease the vacant units within the Real Estate on a seasonal basis, and upon the terms and conditions set forth therein and in the Petition; and

2. That the tenants, including Cynthia Courage, are hereby directed to cooperate with the Broker with respect to inspection of and showing the Real Estate and each of the units therein in connection with such marketing efforts, and permit access thereto to the Broker and interested parties accompanying the Broker as requested by the Broker after 24 hours prior notice.

ENTER:

BY ORDER:

Associate Justice
Dated:

Clerk, Superior Court

State-Wide Multiple Listing Service, Inc.
Commercial/Investment/Industrial
Listing Authorization - Category 5

TO: RE/MAX PROFESSIONALS OF NORTHERN License No. B10327
In consideration of your submitting this listing to State-Wide Multiple Listing Service, Inc. and its affiliates, and of your efforts to find a purchaser for the subject real estate, I hereby grant you from _____

to _____ inclusive, the EXCLUSIVE RIGHT TO SELL or exchange the real estate located at:
106 TOURIST ST NORFOLK RI 02840

for the sale price of not less than _____ Dollars
(\$ _____) or such other lower price that I may agree to accept.

I agree that if you procure a buyer, or if the subject property is sold or exchanged by you, by me, or by anyone else, during the term of this Agreement, I will pay you a fee of FIVE PER CENT. I further agree to pay such fee if the property, within 120 days of the expiration or earlier termination of this listing, is sold to, or exchanged with, any person or firm that has been in contact with you, directly or indirectly, with respect to the property during the term of this listing. However, I shall not be obligated to pay such fee if, during said extended period, I must pay another licensed real estate broker pursuant to a valid listing agreement. Unless otherwise agreed in writing, the provisions of this paragraph shall survive the expiration or earlier termination of this listing. I agree that the broker's responsibility to transmit offers is restricted only to written offers, and that the broker shall not be obligated to transmit any offer that is received after a sales agreement is executed by the Seller. ONCE THE CLOSING HAS OCCURED AND TITLE HAS BEEN TRANSFERRED, YOU ARE AUTHORIZED TO APPLY THE ESCROW FUNDS TO SUCH AMOUNT AS MAYBE OWED YOU UNDER THIS AGREEMENT. IF THE ESCROW FUNDS ARE INSUFFICIENT AND THERE ARE ADDITIONAL FUNDS DUE TO YOU, I AGREE TO PAY SUCH ADDITIONAL FUNDS TO YOU AT CLOSING. I ACKNOWLEDGE THAT UNDER RHODE ISLAND LAW ANY FUNDS RECEIVED BY YOU AS A DEPOSIT MUST BE HELD IN AN ESCROW ACCOUNT. THE DISPOSITION OF THAT ESCROW ACCOUNT BY YOU SHALL BE SUBJECT TO THE LAWS OF THE STATE OF RHODE ISLAND AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF BUSINESS REGULATION. IN THE EVENT OF A POTENTIAL BUYER'S DEFAULT WHICH RESULTS IN MY BEING ENTITLED TO RETAIN THE DEPOSIT, I SHALL PAY YOU 10% OF THE DEPOSIT, WHICH SHALL NOT BE GREATER IN AMOUNT THAN THE COMMISSION STATED ABOVE. IF I AM UNABLE TO CONVEY THE PROPERTY DUE TO MY DEFAULT, I SHALL PAY YOU THE COMMISSION STATED ABOVE.

Included in the purchase price, without encumbrances, are among other things, the following items: _____

I understand that this listing is subject to, and governed by, the Rules and Regulations of State-Wide Multiple Listing Service, Inc., and its affiliates. I further understand that my granting you the exclusive right to sell the subject real estate and your listing of the same can be terminated by me only with your approval.

You are hereby granted the exclusive right of placing your sign on the subject real estate during the term of this listing. I hereby promise to convey the subject real estate by a good and sufficient deed conveying a good and clear title to the real estate. I authorize both you and State-Wide Multiple Listing Service, Inc., to obtain and distribute information about the subject real estate.

In the event said property is leased during the term of this listing, or the said extended period, I agree to pay you a fee of \$900 for the term of the lease; and a fee of SAME for each extension of the lease term if any. If the lessee purchases the property within 120 days, I agree to pay you a fee of \$900. I understand the subject real estate will be shown, without discrimination, to all qualified buyers, in accordance with federal and RI fair housing laws.

In the event the property is being sold by more than one person, all sellers have executed this listing agreement. This agreement has been executed in one or more counterparts and each shall be deemed to be an original, and shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto.

I, the Seller, certify that the listing Broker has explained the following services available to me and I authorize by indicating Yes or No:
☒ Photo ☒ Lockbox ☒ Internet ☒ Internet Data Exchange

NOTICE TO SELLER: When the Broker places this listing with MLS, The Broker hereby specifies the portion of the commission payable to any Cooperating Broker as follows: 2 1/2 %

Seller's Name(s) _____

Accepted For Edith A. Leeshing
(REALTOR)

(Seller's signature) _____ (Date) _____ (Seller's signature) _____ (Date) _____

55 MEMORIAL BLVD
(Office Address)

(Seller's signature) _____ (Date) _____ (Seller's signature) _____ (Date) _____

Edith A. Leeshing
(Authorized Rep.) (Date) _____

(Seller's Address) _____

State-Wide Multiple Listing Service, Inc. Category 5 **R** Commercial/Investment/Industrial - CII

KEYWORDS: Fill in the blanks for each Keyword, enter information as prompted by the computer. (R)'s denote required entries for adding a listing.

(R)LA: 5997 (R)LC: 2 MAY LS: 13627 (R)LD: MM/DD/YY (R)XD: MM/DD/YY (R)LP: _____
 Listing Member ID Company Code/Branch Showing Member ID M M D D Y Y M M D D Y Y List Price
 (R)CB: 2 Yr P/O (R)BX: 1 (R)PH: 1 EP: 1 (R)MU: NAMP (R)NU: 106
 Commission to Cooperating Broker Lockbox Photo Instructions Estimated Photo Services Municipality Street Number
 (R)NA: TOWNE (R)State: CT (R)ZP: 06894
 Street Name Zip Code Zip Extension
 (R)NB: 115 TOWN HILL (R)UC: N (R)YB: 1872 (R)AP: 24 AB: _____ (R)AL: 102
 Neighborhood/Sub-Division Under Contract (Y/N) Year Built Assessor's Plot/Map Assessor's Block Assessor's Lot/Parcel
 (R)AS: 571 700 (R)RE: 7870 - 109 (R)FD: 1 ZN: 2-3 BL# _____
 Address Real Estate Taxes Year Fire District Tax Zoning (NOT intended for "Legal Use") Business Listing, # If Applicable
 FR: _____ (R)LT: 5984 AC: _____ FS: X (R)SG: Y OW: N (R)OE: _____ GI: _____
 Lot Frontage Lot Square Feet Lot Acres Foundation Size (L x W) Sign (Y/N) Condo (Y/N) Owner Annual Expenses (Minus R/E Taxes) Owner's Annual Gross Income
 (R)PL: N (R)BD: 1 (R)BL: 3 (R)VA: _____ BO: 2 B1: 2 B2: 2 B3: _____ (R)OS: 1 (R)INTL: N (R)IDX: Y (R)RIL Address Display: Y
 P/L Status (Y/N) # Bldgs # Levels Vacancy Rate % # Egresses # 1 Bedroom # 2 Bedrooms # 3 Bedrooms # Outside/Onsite Pkg. Internet Y/N IDX Y/N Display Prop. Address in R/Living (Y/N)
 (R)PU: RESIDENTIAL
 Present Use
 ON: _____ OP: _____ (R)EO: N
 Owner Name Owner Phone Entry Only Listing (Y/N)

	Units	Square Feet	Annual Rent
Residential:	<u>6</u>	<u>4620</u>	<u>_____</u>
Office:	<u>_____</u>	<u>_____</u>	<u>_____</u>
Retail:	<u>_____</u>	<u>_____</u>	<u>_____</u>
Warehouse:	<u>_____</u>	<u>_____</u>	<u>_____</u>
Manufacturing:	<u>_____</u>	<u>_____</u>	<u>_____</u>
Other:	<u>_____</u>	<u>_____</u>	<u>_____</u>

Taxes will automatically be computed in Book and Computer

Showing Instructions: (Max. 100 characters)

CALL AD 11 401 518 6750
24 HOURS NOTICE

Compensation Comments: (Max. 31 characters)

FEATURES:

PROPERTY TYPE ☒ Multi-Family ☐ Office ☐ Retail ☐ Commercial ☐ Industrial ☐ Hotel/Motel ☐ Food/ Beverage ☐ Mixed ☐ Warehouse ☐ Bed & Breakfast ☐ Other LOCATION ☒ Downtown ☐ Urban ☐ Suburban ☐ Rural ☐ Park ☐ Shopping Mall ☐ Strip ☐ Historic ☐ Industrial Park ☐ Office Park ☐ Free Standing NEAR ☐ Shopping ☐ Bus ☐ Commuter Bus ☐ Interstate ☐ Highway Access ☐ Hospital ☐ Rec. Facilities ☐ Schools ☐ Rail	SITE ☒ Fenced ☐ Paved ☐ Corner ☐ Cul De Sac ☐ Waterfront ☐ Assoc. Fee ☐ Water View ☐ Rd. Side SUBJECT TO ☐ Wetlands ☐ Flood Plain ☐ DEM Approval ☐ Dead Res. ☐ Leases ☐ Easements ☐ Mineral Rights ☐ E. Easement ROAD ☐ None ☐ Private ☐ Municipal ☐ State ☐ Unimproved ☐ Gravel ☐ Blank Ter ☐ Concrete ☐ Sidewalks ☐ Street Lights ☐ High Traffic UTILITIES ☒ Gas ☐ Fiber Optic ☐ Telephone ☐ Cable TV	E. Underground ☐ F. Janitorial Service ☐ Z. Other ELECTRICAL ☒ 100 Amps ☐ 110 Volts ☐ 220 Volts ☐ 440 Volts ☐ +440 Volts ☐ 3 Phases ☐ G. Underground ☐ H. Upgradable ☐ Z. None SEWER ☒ Public Connected ☐ Public Available ☐ Private ☐ Assessment ☐ Pre-Treatment ☐ Storm ☐ Z. None WATER SUPPLY ☒ Public Connected ☐ Public Available ☐ Private ☐ Assessment ☐ Well ☐ Z. None HAVE ☐ A. Boundary Survey ☐ B. Site Plan ☐ C. Recorded Plan ☐ D. Aerial Photo ☐ E. Topography Survey	F. Soil Survey ☐ G. Envir. Site Assessment ☐ H. Perc Test ☐ I. Ground Water Test ☐ J. Septic Design ☐ K. Invest Analysis ☐ L. Feasibility Study ☐ M. Architect Drawings ☐ N. Load Stress Analysis BUILDING ☐ A. Brick ☐ B. Frame ☐ C. Masonry ☐ D. Steel ☐ E. Pre-Cast ☐ F. Historic ☐ Z. Other BLDG FEATURES ☐ A. Load Stress ☐ B. Drive-Thru ☐ C. Restrooms ☐ D. Cafeteria ☐ E. Computer Facility ☐ F. Laboratory ☐ G. Laundry Room ☐ H. Garage ☐ I. Sprinklers ☐ J. Elevator ☐ K. Security ☐ L. Security Lights ☐ M. Overhead Crane BASEMENT ☐ A. Slab ☐ B. Crawl Space ☐ C. Partial	D/FUR ☐ E. Concrete ☐ F. Dlx ☐ G. Storage Area ☐ H. Common ☐ I. Finished ☐ Z. None CEILING HGT ☐ A. Less than 7' ☐ B. 7'-9' ☐ C. 9'-12' ☐ D. 12'-15' ☐ E. 15'-17' ☐ F. 17'-20' ☐ G. 20' + LOADING DOOR ☐ A. None ☐ B. Less than 5' ☐ C. 5'-9' ☐ D. 9'-11' ☐ E. 11'-14' ☐ F. + 14' ☐ G. Ground Level ☐ H. Truck Level ☐ I. Potential TERMS ☐ A. Assumable ☐ B. Seller 1st ☐ C. Seller 2nd ☐ D. Lease Back ☐ E. Option Avail. ☐ F. Rent w/ option ☐ G. Exch. Considered ☐ H. Joint Venture ☐ I. Special	☐ J. Wet Sub-Divide ☐ K. Wet Lease OCCUPANCY ☒ Immediate ☐ B. 45 Days ☐ C. 45-90 Days ☐ D. Negotiable ☐ E. Leases ☐ F. Month to Month ☐ G. Week to Week ☐ H. Vacant TENANT PAYS ☐ A. Taxes ☐ B. Taxes over Base ☐ C. Heat ☐ D. Air Conditioner ☐ E. Electric ☐ F. Sewer ☐ G. Water ☐ H. Insurance ☐ I. Janitorial ☐ J. Trash Service ☐ K. Snow Removal ☐ L. Parking ☐ M. Expenses over Base ☐ N. Escalator OWNER PAYS ☐ A. Taxes ☐ B. Heat ☐ C. Air Condition ☐ D. Electric ☐ E. Sewer ☐ F. Water ☐ G. Insurance ☐ H. Janitorial	☐ J. Trash Removal ☐ K. Snow Removal ☐ L. AS Expense HEAT ☐ A. Gas ☐ B. Oil ☐ C. Electric ☐ D. Bottle Gas ☐ E. Coal ☐ F. Cent. Steam ☐ G. Baseboard ☐ H. Hot Air ☐ I. Heat Pump ☐ J. Central ☐ K. Partial ☐ L. Zoned ☐ M. Other ☐ Z. None GAS ☒ Connected ☐ E. Available ☐ Z. None COOLING ☐ A. Central ☐ B. Window Units ☐ C. Office Only ☐ D. Heat Pump ☐ E. Partial ☐ Z. None
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Remarks:

(Max. 150 characters)

Photo Instructions: (Max. 56 characters)

OWNERS/AGENTS ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE OR AGENTS TO CHANGES IN ORIGINAL AGREEMENT. The listing below has entered the above information to the best of his/her ability based on information provided from other sources, including but not limited to the seller. This should not be a substitution for independent inquiries by the buyer.

Owner(S)

Date:

RHODE ISLAND MANDATORY REAL ESTATE RELATIONSHIP DISCLOSURE FORM

R.I.G.L. § 5-20.6 allows a real estate broker or salesperson to provide real estate services to you whether you are a buyer, seller, tenant, or landlord. The minimum level of service required by law will depend on the type of relationship that you wish to have with a real estate licensee. These relationships are defined on this form. Although it is not legally required, you may also choose to sign a written contract to further define your relationship. The principal broker of the real estate brokerage or a person designated by him or her must also agree to the type of relationship that you choose to have with the licensee.

Types of Real Estate Relationships

NEUTRAL TRANSACTION FACILITATOR

A Neutral Transaction Facilitator is a real estate licensee who provides assistance to a buyer, seller, tenant, or landlord, or both, in a real estate transaction as a neutral facilitator who does not represent you.

A Neutral Transaction Facilitator owes the following duties to you as a customer: to perform agreed upon ministerial acts timely and competently; to perform these acts with honesty, good faith, reasonable skill and care; and properly account for money or property placed in the care and responsibility of the principal broker. A licensee acting as a neutral transaction facilitator does not owe confidentiality or any other fiduciary duties to a customer. A Neutral Transaction Facilitator does not represent you and cannot negotiate on your behalf.

DESIGNATED CLIENT REPRESENTATIVE

A Designated Client Representative is a real estate licensee who represents a buyer, seller, tenant, or landlord in a real estate transaction and advocates on your behalf.

A Designated Client Representative owes the following duties to you as a client: to perform the terms of the client representation contract, if any, with reasonable skill and care; promote the client's best interest in good faith and honesty; protect the client's confidential information during the relationship and after its termination; perform agreed upon ministerial acts timely and competently; perform these acts with honesty, good faith, reasonable care and skill; and to properly account for money or property placed in the care and responsibility of the principal broker. Only the real estate licensee(s) who have been specifically appointed by the principal broker or the principal broker's designee may represent you as a client. The other real estate licensees who are affiliated with the brokerage owe no duty to you except for confidentiality. If another licensee who is affiliated with the same brokerage becomes a Designated Client Representative for another party in a transaction with you, then that other affiliated licensee has no duty to protect any confidential information about you learned after he or she begins to represent the other party. In order for a real estate licensee to represent you as a Designated Client Representative, the licensee must obtain your informed written consent and provide you with a written notice.

NEUTRAL DUAL FACILITATOR

A neutral Dual Facilitator is an individual real estate licensee who assists a buyer and seller or tenant and landlord in the same transaction and must be neutral as to any conflicting interests between the parties to the transaction.

A neutral Dual Facilitator relationship exists solely for a specific transaction between the parties. A Dual Facilitator must be neutral as to any conflicting interests between the parties to the transaction. A Dual Facilitator owes the following duties to all parties: protecting the confidential information of you and the other party except where disclosure is required or permitted by state law; and accounting for funds. A neutral Dual Facilitator cannot satisfy fully the following duties to one or both parties: loyalty, full disclosure, reasonable care, and obedience to lawful instructions. This Mandatory Real Estate Relationship Form cannot be used to obtain your consent to a Dual Facilitator relationship. In order for a real estate licensee to assist you as a neutral Dual Facilitator, the licensee must obtain the informed, written consent from you, the other party and the principal broker on a separate Dual Facilitator consent form.

NEUTRAL TRANSACTION COORDINATOR

A Transaction Coordinator is a principal broker or his or her designee who supervises a real estate transaction in a neutral capacity.

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☐ Transaction Facilitator
for a specific transaction

☒ Designated Client Representative
for me as the Seller/Landlord

☐ Designated Client Representative
for me as the Buyer/Tenant

Consumer Signature

Printed Name _____

Date _____

Consumer Signature

Printed Name _____

Date _____

By signing below, I, the real estate licensee, acknowledge that I have provided this disclosure form to the above consumer(s) as required by Rhode Island law.

RE/MAX PROFESSIONALS OF NEWPORT
Name of Brokerage Firm

Edith A. Wuthrich
Licensee Signature

Printed Name _____

Real Estate License #

Date _____

Licensee: please initial here if the consumer declines to sign this notice and state the consumer's reason for refusal: