

MLS # _____

HOWARD HANNA

REAL ESTATE SERVICES

NEW YORK EXCLUSIVE RIGHT TO SELL AGREEMENT

This is an Exclusive Right to Sell Agreement between you as the "Owner" identified below and Howard Hanna Real Estate Services, (hereafter "we," "us," "Broker") confirming that you are appointing us to act as your exclusive broker for the sale of the "Property" identified below, and are appointing the agent identified below as your exclusive agent ("Your Agent"). In return for our agreement to use our best efforts to sell the Property, you agree to grant us the sole and exclusive right to sell the Property upon the terms stated below.

1. DEFINED TERMS. The following terms are defined throughout this Agreement as follows:

"Owner(s)": Munef T Fadhel Ali A Fadel "Your Agent": Musa Alamari

"Property": 1423 S Park Ave "Effective Date": 6/29/2026

Buffalo NY 14220-103 "Initial List Price": \$ 299,900.00

2. TERM AND TERMINATION. (a) Term. The "Term" of this Agreement shall begin on the "Effective Date" identified above and shall expire at midnight 12/31/2026 (the "Expiration Date"). **(b) Extension.** This Agreement may be extended at any time in writing and signed by both parties. **(c) Termination.** You have the right to terminate our agency relationship at any time prior to the expiration of this Agreement, but you acknowledge that we would retain our contractual rights to Compensation through the rest of the Term. **(d) Marketing Expenses.** In the event that you choose to withdraw the property from the market or otherwise terminate this Agreement prior to the Expiration Date, we reserve the right to be reimbursed for all marketing expenses incurred, including but not limited to photography, staging, consultations, floor plans, videos, mailings, and social media advertising.

3. OUR RESPONSIBILITIES. (a) Responsibilities. As your Broker and Agent, we shall use our best efforts to diligently assist you in marketing your Property, negotiating the best acceptable terms for your sale, present all offers, and guide you throughout the transactional process. **(b) Fiduciary Duties.** We shall represent you as your fiduciary seller's broker and seller's agent, always acting in your best interests and providing you with the fiduciary duties of reasonable care, undivided loyalty, confidentiality, full disclosure, obedience, and the duty to account.

4. YOUR RESPONSIBILITIES. (a) Exclusive Right. You acknowledge that this is an Exclusive Right to Sell Agreement, which means that you are working with us exclusively throughout the Term on the sale of your Property, that you will direct all inquiries on the Property to us, and will require submission of all offers through us. **(b) Personal Responsibility.** You represent that you have the right and authority to enter into this Agreement, that you consent to the disclosure of your identity to purchasers, and that you are personally and individually responsible for all of the Owner's obligations under this Agreement. **(c) Home Equity Theft Protection Act.** You will stay current with any mortgage affecting the Property, pay all required property taxes, pay all utility bills, and maintain adequate property and casualty insurance on the Property during the Term, and you will promptly notify us if you are in default in any of these obligations. **(d) Maintenance.** You are responsible for all work necessary to keep your Property in a safe and appealing condition, including landscaping and lawn care, snow removal, winterization, and other common home maintenance requirements.

(e) Authorizations. You authorize us to take the following actions on your behalf, authorizations you may withdraw at any time: (i) to offer the Property for sale at the “Initial List Price” identified above; (ii) to place a “For Sale” sign on the Property, if allowed under local law or regulation; (iii) to grant us reasonable access to the property and to install a “lockbox” on the Property, (iv) to disclose the existence of accepted offers, including offers with unresolved contingencies, to any broker seeking cooperation; and (v) to take and publish photographs and video of the Property for use in our marketing campaign, and to submit all relevant Property data to cooperating internet sites and any multiple listing service (“MLS”) that services the local area for dissemination to MLS participants, understanding that you are thereby assigning to us and the MLS all rights and ownership and copyright to such data.

5. LIMITATIONS OF REPRESENTATION. You acknowledge and agree to the following limitations of our representation:

(a) Brokerage Representation. We are acting solely as your real estate Broker and Agent, have advised you to seek the counsel of an attorney or other qualified, licensed experts for advice on other specialized matters, and we are not guaranteeing the performance of any other service professionals. **(b) Liability.** You are not retaining us as a property manager, we are not responsible for the maintenance of the Property, and we are not responsible for any damage to the Property, injuries at the Property, or losses at the Property during the Term unless caused by our own willful acts or gross negligence. **(c) Inaccuracies.** You hereby indemnify us from any liability for inaccuracies in information you provide about the Property. **(d) Other Sellers.** You consent to our representation of other seller clients who are selling properties similar to yours. **(e) Representing Buyers.** If you receive an offer from a buyer represented by us, we will fully advise you about your choices regarding agency relationships, but we cannot reveal to you confidential information we have about those buyers because of our fiduciary relationship with them.

6. DISCLOSURES. You acknowledge that we are advising you of the following: **(a) Legal Compliance.** We will not act in violation of any applicable state, federal, or local laws or regulations. **(b) Fair Housing.** We shall both act in full compliance with all Fair Housing Laws forbidding discrimination on the basis of race, color, religion, national origin, sex, familial status, age, disabilities, or any other Federal, State, or local protected statuses. **(c) Seller Disclosures.** Federal, State, and/or Local law may require you to provide certain written disclosures to potential purchasers of your Property, which might include property condition disclosure statements, lead paint disclosures, or well water testing requirements, and we have advised you to seek legal counsel about these disclosure obligations. **(d) Affiliate Authorizations.** We have affiliate companies that can provide home settlement services to you, and you agree that these affiliates can contact you directly about the services they provide. **(e) Privacy.** You acknowledge that we have advised you that it is unlawful to mechanically overhear, record, or otherwise document conversations taking place at the Property if you are not present during that conversation, you agree not to activate any such recording devices, and you shall indemnify us for any liability for such unlawful eavesdropping. **(f) Wire Fraud Warning.** If you receive an email containing wire transfer instructions from anyone involved in your transaction, call us or the party involved immediately to verify the information prior to sending any funds. **(g) Home Warranty.** You have the option to purchase a home warranty on the Property for the duration of your listing. **(h) Documents.** We have explained all the documents we have asked you to sign either in person or electronically, and are providing you with duplicate originals of any signed forms.

7. MODIFICATION, INTERPRETATION, AND REVIEW. **(a) Entire Agreement.** This is the entire Agreement between us, and this Agreement supersedes all prior understandings or agreements. **(b) Modifications.** Any alterations to the text of this Agreement must be initialed and dated by both sides, and any other modifications must be in writing signed by both sides. **(c) Severance.** If any part of this Agreement is deemed to be unenforceable, that section is hereby severed from the Agreement, and shall not impact the enforceability of the rest of the Agreement. **(d) Assignment.** We have the right to assign this Agreement with written notice to another licensed real estate broker or agent. **(e) Attorney Review.** You are entitled to have your own attorney review this Agreement before signing. **(f) Governing Law.** The Agreement shall be governed by the laws of the State of New York.

8. COMPENSATION TERMS. You agree to the following terms for the Listing-Side Commission and the Buyer-Side Commission (collectively the "Compensation").

(a) Listing-Side Commission. If during the Term of this Agreement or any extension thereof, you enter into an agreement to sell the Property, you agree to pay us 3 % of the purchase price of the Property or \$ _____, plus a flat-fee Broker's commission of \$199 ("Listing-Side Commission").

(b) In the event of an unrepresented buyer, OWNER shall pay the LISTING BROKER compensation of _____% of the selling price or a fee of _____ dollars (\$) at closing whichever is the greater sum.

(For an example of the types of agency, please reference the NYS Agency Disclosure Form.)

Buyer-Side Commission. You acknowledge that we have advised you that you are under no obligation to provide compensation to agents who procure a buyer for your Property ("Buyer-Side Commission"). With that understanding, you agree that for agents who procure the buyer of your Property, including Your Agent, you are authorizing us to communicate the following:

You **ARE** making a Preliminary Offer of Buyer-Side Commission to the agents on the buyer-side of the transaction and agree to pay a Buyer-Side Commission of the following percentage of the purchase price of the Property: 2 %

You **ARE NOT** making a Preliminary Offer of Buyer-Side Commission to agents on the buyer-side of the transaction, but you hereby authorize us to present all purchase offers to you for your consideration, including offers that are conditioned upon you paying all or part of the Buyer-Side Commission on behalf of the buyer.

(c) Due Date. The Compensation shall be deemed earned and payable when you enter into an agreement to sell, transfer, or exchange the Property, and will be paid no later than the closing or the date of the final resolution of any such agreement. **(d) Holdover Period.** You agree to pay the Compensation if you enter into an agreement to sell the property to anyone within six (6) months of the Expiration Date if that buyer saw the Property during the Term, provided that you were introduced to the prospective buyer during the Term, or you received an offer to purchase from the prospective buyer during the Term ("Holdover Period"). You acknowledge you have been advised that if you relist the Property with another broker, you must notify that broker to exclude any purchasers covered by the Holdover Period. **(e) Exclusive Right to Rent.** If you rent the property during the Term of this Agreement, any extension thereof, or the Holdover Period, you agree to pay us a commission of _____ of the total rent due under the terms of the lease ("Rental Commission"), due upon execution of the lease. **(f) NEGOTIABILITY. WE HAVE ADVISED YOU THAT REAL ESTATE COMMISSIONS, INCLUDING THE COMPENSATION IN THIS AGREEMENT, ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.**

9. REAL ESTATE TRANSACTION REFERRAL FEE STATEMENT. Howard Hanna and its partner real estate companies may provide or receive referrals from real estate brokers or agents within the Howard Hanna family of companies; other licensed real estate brokers or agents; affiliated real estate service providers; lead-generation sources; and third-party relocation companies. These referrals may involve brokers or agents operating in states where Howard Hanna does not conduct business and the referral fees may range from 0% to 50% of the total commission earned in the transaction. Any referral fee paid or received is made between brokers and does not affect your financial obligations in the transaction or alter the fees or commissions you have agreed to pay.

10. DEFINITIONS. In compliance with Regulation 175.24 under Article 12-A of the NYS Real Property Law the following is an “EXPLANATION: an “**exclusive right to sell**” listing means that if you, the Owner of the Property find a buyer for your house, of if another broker finds a buyer, you must pay the agreed commission to the present broker. An “**exclusive agency**” listing means that if you, the owner of the property find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.”

11. ADDITIONAL TERMS AND CONDITIONS.

12. CLIENT CONTACT. You authorize us to communicate with you at the following email address(es) and phone number(s):

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EMAIL #1	EMAIL #2
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PHONE #1	PHONE #2

ADDRESS (if different from Property Address)

YOU ACKNOWLEDGE BY SIGNING BELOW THAT: (1) YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, (2) ALL THE TERMS OF THIS AGREEMENT HAVE BEEN FILLED IN PRIOR TO SIGNING, (3) YOU ARE RECEIVING A SIGNED COPY OF THIS AGREEMENT, AND (4) YOU HEREBY AGREE TO AND ACCEPT THE TERMS OF THIS AGREEMENT AS OF THE DATE SIGNED BELOW:

AuthentiSIGN
Munef T Fadhel 07/01/26

 CLIENT SIGNATURE DATE
 Munef T Fadhel

AuthentiSIGN
Musa Alamari 07/01/26

 AGENT SIGNATURE DATE
 FOR HOWARD HANNA REAL ESTATE SERVICES

AuthentiSIGN
Ali K Fadel 07/01/26

 CLIENT SIGNATURE DATE
 Ali A Fadel



Attachment B - LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE

IF PROPERTY WAS BUILT PRIOR TO 1978, THE SELLER AND HIS/HER AGENT MUST COMPLETE THIS DISCLOSURE AND DELIVER IT TO ALL PURCHASERS BEFORE SIGNING A CONTRACT.

(A) Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such a property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller’s possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazard is recommended prior to purchase.

(B) Presence of Lead-Based Paint and/or Lead-Based Paint Hazards. (Check either (1) or (2) below.)

- (1) **Hazards Known.** Attached hereto is a statement signed by the Seller disclosing the presence of known lead-based paint and/or lead-based paint hazards at the Property, including but not limited to the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards and the condition of the painted surfaces.
- (2) **Hazards Unknown.** Seller has no actual knowledge of the presence of lead-based paint and/or lead-based hazards at the Property.

(C) Records and Reports Available to Seller. (Check either (1) or (2) below.)

- (1) **Records Provided.** Below or attached if more space is required, is a list of all records and/or reports available to Seller pertaining to lead-based paint and/or lead-based paint hazards at the Property:

1423 S Park Ave	Buffalo	NY 14220-1039
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- (2) **No Records.** Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards at the Property.

(D) Unless purchaser waives, or they mutually agree on a different period, in writing, the Seller shall provide the purchaser with a ten (10) day opportunity to conduct a risk assessment or inspection for lead-based paint and/or lead-based paint hazards. Seller shall provide the approved Federal pamphlet, “Protect Your Family from Lead in Your Home” to the Purchaser.

(E) Seller’s Authorization, Certification of Accuracy and Agent’s Acknowledgement:

The undersigned Seller is the owner of the Property. The Seller hereby authorizes the Agent to provide this disclosure to any potential purchaser or exchange parties and other Brokers or their agents. The Seller and the Agent have reviewed the above information and certify, to the best of their knowledge, that the information is true and accurate. In addition, by signing below, the Agent acknowledges that the Agent has informed the Seller of the Seller’s obligations under 42 U.S.C. 4852d, and is aware of the Agent’s duty to ensure compliance.

Property Address: 1423 S Park Ave Buffalo NY 14220-1039 the “Property”

Munef T Fadel

07/01/26

(Seller’s Signature) Munef T Fadel

(Date)

Ali K Fadel

07/01/26

(Seller’s Signature) Ali A Fadel

(Date) 07/01/26

Musa Alamari

(Agent’s Signature) Musa Alamari

(Date)



Division of Licensing Services

New York State
Department of State
Division of Licensing Services
 P.O. Box 22001
 Albany, NY 12201-2001
 Customer Service: (518) 474-4429
<https://dos.ny.gov>

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the

agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller 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 the 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. 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

New York State Disclosure Form for Buyer and Seller

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 landlord or tenant. A designated sales agent cannot provide 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 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 _____ of _____
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

a licensed real estate broker acting in the interest of the:

- () Seller as a (check relationship below)
- () Buyer as a (check relationship below)
- () Seller's Agent
- () Buyer's Agent
- () Broker's Agent
- () Broker's Agent
- () Dual Agent
- () Dual Agent with Designated Sales Agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- () Advance Informed Consent Dual Agency
- () Advance Informed Consent to Dual Agency with Designated Sales Agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) Munef T Fadhel Ali A Fadel acknowledge receipt of a copy of this disclosure form:

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

 Munef T Fadhel

Munef T Fadhel

 Ali K Fadel

Ali A Fadel

Date: 07/01/2026

Date: _____



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Musa Alamari (print name of Real Estate Salesperson/
Broker) of Howard Hanna WNY Inc. (print name of Real Estate company, firm or brokerage)

(I)(We) Munef T Fadhel Ali A Fadel

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature  Date: 07/01/2026
Munef T Fadhel

Buyer/Tenant/Seller/Landlord Signature  Date: 07/01/2026
Ali A Fadel

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.