

Bruyere Chadwick Realty, LLC

6 Lafayette Street

Ogdensburg, NY 13669

Commercial Agents: Jim & Allison Chadwick

Jim-315-323-5956 Allison- 315-323-1226



\$ _____

**For Sale: Commercial Building-former School
616 Rensselaer Ave. Ogdensburg, NY**

DETAILS

Tax Map# 59.022-14-002-Currently owned by St. Lawrence-Lewis Boces used as an office building. The property is currently exempt for taxes, however the city's stated assessment is \$311,800 and the lot size is 1.33 acres-330'Rensselaer Ave. x 176' Ogden St'. The building is a 2-story steel frame masonry structure with brick exterior containing 26,848 Sq. Ft. including a full finished basement level. The school was built in 1928. The building is heated by two gas boilers (low pressure system) installed in 1967(well maintained). The windows are older single hung, fixed pane transom, slider/metal. Hot water/gas thru wall A/C basement unit. The school's electrical service is three phase, 800 Amps. Elevator with three stops and a non-functioning front entrance lift. The building uses the city's water & sewer services. The rubber roof was installed in 2007. The paved parking areas can hold app. 56 cars. This basement level contains:-a gym, 5 offices/work Rm.2-fixture restroom, woodworking Rm., boiler Rm. w/utility sink and a weight Rm. The first floor contains: a storage Rm. Over a former stage, 3 offices, meeting Rm., classroom, men's Rm. w/3=toilets

(including 1-handicapp accessible stall), 2 urinals, 2 sinks, ladies Rm. with 4 toilet stalls, 1-handicap accessible stall, 2 sinks, janitor closet and roof access, unisex 2 fixture restroom, meeting Rm., large office, The building with its central location would make it ideal for many uses. The building was commercially appraised 3/28/2012 for \$385,000 by Michael Varley/Varley appraisal group, Inc.

Seller: _____ Date: _____

Agent: James J. Chadwick Date: _____



BRUYERE CHADWICK REALTY, LLC

OFFICE: 315-393-1234 FAX: 315-393-1920

EMAIL: info@bruyerechadwickrealty.com

EXCLUSIVE RIGHT TO SELL CONTRACT

I (We) the owners, employ you, BRUYERE CHADWICK REALTY, LLC, to sell or to contract to sell the real property described as follows: Commercial building situated on a lot app. size-330x176 locted at 616 Rensselaer Ave. Ogdensburg, NY 13660- Tax Map#59.022-14-002 for a purchase price of no less than \$ _____ or at a price or terms which I (We) authorize. When said property is sold, I (We) agree to execute and deliver a sufficient _____ deed acceptable to the buyer, with abstract of title and _____, and to pay BRUYERE CHADWICK REALTY, LLC a commission of 10% on the sale or exchange price, but in no event less than \$1000.00, whether such a sale is made by BRUYERE CHADWICK REALTY, LLC, myself, or anyone else while this agreement remains in force. I (We) understand that if I terminate the Listing Broker's authority prior to the expiration if its term, the Listing Broker shall retain its contract rights (including but not limited to recovery of its commission, advertising expenses, attorney fees and/or any other damages – minimum fee due firm for termination=\$250.00). It is further understood that during the unexpired term of this contract, I (We) cannot list the property with any other broker.

This contract is to expire at midnight September 1,2014; but if a sale of said property is made within six months thereafter to a buyer whom BRUYERE CHADWICK REALTY,LLC has either shown the property, or had discussions relating to the property, I (We) agree to pay BRUYERE CHADWICK REALTY,LLC the commission as aforementioned. If a buyer, lessee or transferee ready, willing and able to buy, lease or exchange for this property or business is procured by you or anyone else, I agree to pay you BRUYERE CHADWICK REALTY, L LC the full commission (Upon written request seller may receive a list of such prospective buyers.)

I (We) authorize my attorney to pay commission due or balance thereof to BRUYERE CHADWICK REALTY, LLC directly from the proceeds at closing. All funds left in deposit with BRUYERE CHADWICK REALTY, LLC shall be held in escrow, and any deposit forfeited by a buyer shall be divided equally between the broker and seller, not to exceed the full amount of commission. _____

BRUYERE CHADWICK REALTY,LLC is hereby authorized to place a "For Sale" sign on said property and share this listing with other real estate agencies in the St. Lawrence County multiple listing service (MLS). I (We) authorize BRUYERE CHADWICK REALTY,LLC to cooperate with brokers who represent buyers with the understanding that such BUYERS BROKERS will be representing only the interests of the prospective buyer, the compensation to the buyer's broker in this transaction shall be 5 % of the gross selling price the COOPERATING BROKER also called the selling broker, or outside broker shall receive 5 % of the gross selling price. Both Buyers Broker & Cooperating Brokers traditionally are compensated through a commission split with the listing broker.

I (We) agree to cooperate with BRUYERE CHADWICK REALTY, LLC in making the property available to show at reasonable hours, and by providing a key for use as necessary. I (We) represent that that property description, listing information, and property condition disclosure forms are complete and correct. BRUYERE CHADWICK REALTY, LLC does not certify nor guarantee the accuracy of such description and information given by seller. By our signatures below, I (We) further represent that I (We) own said property, or have been designated as authorized agents of said owner to sell the property.

It is agreed that my property is listed in full compliance with local, state, and Federal Fair Housing Laws against discrimination on the basis of race, color, religion, sex, national origin, family status, marital status, children, age, or disability.

The following are terms which are explained as per Department of State regulations:

An "EXCLUSIVE RIGHT TO SELL" listing means that if you, the owner of the property, find a buyer for your house, or 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.

I (We) certify that the information is accurate to the best of my knowledge. I also authorize the distribution of information on my listing to potential buyers and on the Internet. I authorize the SLCBOR to receive compensation for the distribution of the information.

We hereby acknowledge the receipt of: Explanation of the Exclusive Right to Sell and Exclusive Agency types of listings.

I confirm that I have received a copy of the Agency Disclosure Notice as required by the New York Department of State.

SIGNATURE ON THIS CONTRACT AUTHORIZES ATTORNEY TO PAY BROKERS COMMISSION WHEN EARNED.

SIGNATURE OF SELLER _____ DATE _____

SIGNATURE OF SELLER _____ DATE _____

SIGNATURE OF AGENT James J. Chadwick _____ DATE _____

SELLERS ATTORNEY _____



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

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

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

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

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

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

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

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

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

This form was provided to me by James J. Chadwick (print name of licensee) of Buyere Chadwick Realty LLC (print name of company, firm or brokerage); a licensed real estate broker acting in the interest of the:

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

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

- Advance informed consent dual agency
- Advance informed consent to dual agency with designated sales agents

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

(I) (We) _____ acknowledge receipt of a copy of this disclosure

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

X _____

Date: _____

Date: _____