



**DISCLOSURE REGARDING THE COMPASS PHASED MARKETING STRATEGY**

Compass offers a unique **Phased Marketing Strategy**, which gives you multiple opportunities to make a first impression prior to your property being offered on the Residential Listing Service (“RLS”), if you so choose.

The strategy’s benefits may include: (1) Marketing your property without accumulating days on market and price drop history, which may devalue a property in the eyes of buyers; (2) Testing an aspirational price and/or validating a pricing strategy, while signaling that your listing is coming; (3) Using the time for staging, painting, and performing other market preparation while still building buyer demand; (4) Maintaining your privacy by keeping your property’s photos and other identifiable information visible to a smaller audience until/if you decide to list on the RLS or put it on compass.com; and (5) The opportunity to create increased buyer demand for when/if the property is offered to a larger audience.

The strategy’s phases include:

- (1) Compass Private Exclusive, which markets your property privately to Compass agents and their clients 1:1.
- (2) Listing through the RLS as an active listing to other public sites.

Please initial the option(s) below to advise and instruct Compass how you would like to market your property:

**Private Exclusive:** EE I authorize Compass to list my property as a “Compass Private Exclusive” until otherwise instructed in writing. I understand that by listing as a “Compass Private Exclusive”, my property will not be publicly advertised through the RLS until instructed in writing, but will be available to Compass agents, who can share the listing directly with their clients on a one-to-one basis.

**No Phased Marketing - Direct to RLS** \_\_\_\_\_ I authorize Compass to directly list my property on the RLS and other public sites.

*Other marketing strategies may be available. Please contact your real estate professional for more information.*

Initial here: EE I understand that by choosing “Compass Private Exclusive”, my property will not be distributed publicly and may not be listed on Trulia or Zillow. I am also aware that I can instruct Compass to submit my property to the RLS as an active listing at any time. I have been advised that while the property is in this off-active RLS phase, I’m not obligated to accept an offer.

I agree that, if I choose to list my property as a “Compass Private Exclusive”, I do so for marketing, privacy, security, or other legitimate, nondiscriminatory reasons outlined in this disclosure unrelated to the potential group of buyers' race, color, religion, sex, familial status, national origin, disability, or other characteristics protected by the Fair Housing Act and other civil rights statutes and that Compass must and will follow national, state and local fair housing laws while marketing and selling the property.

Erica Ecker  
Seller Date: 01/29/2026

Johnny Lee  
Agent: Date: 12/24/2025



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## **New York State Disclosure Form for Buyer and Seller**

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### **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.*

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### **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 John Lee of Compass  
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

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

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Seller as a (check relationship below) | <input type="checkbox"/> Buyer as a (check relationship below) |
| <input checked="" type="checkbox"/> Seller's Agent                         | <input type="checkbox"/> Buyer's Agent                         |
| <input type="checkbox"/> Broker's Agent                                    | <input type="checkbox"/> Broker's Agent                        |
| <input type="checkbox"/> Dual Agent  |  |
| <input type="checkbox"/> 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) Erica Ecker acknowledge receipt of a copy of this disclosure form:

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

Erica Ecker

Date: 01/29/2026

Date: \_\_\_\_\_



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## **New York State Housing and Anti-Discrimination Disclosure Form**

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Federal, State and local Fair Housing and Anti-discrimination 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 and Anti-discrimination 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](http://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](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](http://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 John Lee (print name of Real Estate Salesperson/  
Broker) of Compass (print name of Real Estate company, firm or brokerage)

(I)(We) Erica Ecker

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

Buyer/Tenant/Seller/Landlord Signature Erica Ecker Date: 01/29/2026

Buyer/Tenant/Seller/Landlord Signature \_\_\_\_\_ Date: \_\_\_\_\_

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

**EXHIBIT B**

**RLS Owner Opt-Out Form (Article I, Section 5) (Rev 5/21)**

Date: December 25, 2026

REBNY Listing Service  
570 Lexington Avenue  
New York, New York 10018  
Attn: RLS Staff

To the RLS Staff:

I, Erica Ecker, have elected to not share my Exclusive Property (address below) with other firms participating in the REBNY Listing Service (“RLS”). As discussed with my Exclusive Broker/Agent, I understand that my Exclusive Broker/Agent is prohibited from displaying the Exclusive Property on its website, various third party real estate websites, and social media applications as described in the RLS Universal Co-Brokerage Agreement (“UCBA”).

I have had thorough discussions with my Exclusive Broker/Agent regarding this decision. Based on those discussions, I understand and acknowledge that by not sharing my Exclusive Property with other brokers through the RLS, the level of exposure that my Exclusive Property receives may be affected, which may ultimately affect both the number of offers made for my Exclusive Property and/or the price at which it is sold or rented. I further understand and acknowledge that by electing to not have my Exclusive Property be displayed as described above, then both real estate brokers and consumers who conduct searches for property listings on the Internet may not see information about my Exclusive Property. I also understand and acknowledge that, if I have selected to not have my Exclusive Property shared over the RLS to other participating brokerage firms, then it may take longer to sell or rent my Exclusive Property than if it had been shared with other brokers participating in the RLS.

Erica Ecker      01/29/2026

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**Signature of Owner**

**Address of the Exclusive Property:**

520 W 23rd Street #8A

New York, NY 10011

**Important Instructions for Exclusive Brokers:**

**1) Original of this document must be sent to the RLS, [RLScompliance@rebny.com](mailto:RLScompliance@rebny.com) within forty-eight (48) hours of the execution of the Exclusive Listing Agreement is executed. (See Article I, Section 5).**

**2. The Exclusive Broker should retain a copy of this document for its files.**

**NEW YORK AFFILIATED BUSINESS REFERRAL DISCLOSURE NOTICE  
(Pursuant to Insurance Law § 2113(d) and 11 NYCRR § 35.5(a))**

To: Erica Ecker From: Compass, First American, VergeTitle & TitleVest  
 Property: 520 West 23rd Street #8A NY NY 10011 Date: December 25, 2026

This is to give you notice that Compass, Inc. and its affiliated brokerages (“Compass”),<sup>1</sup> First American Title Insurance Company (“First American”), and TitleVest Agency, LLC, (“TitleVest”), have a business relationship with VergeTitle LLC (“VergeTitle”) (collectively, the “Companies”) and each may refer to you the services of another. Pursuant to the above referenced New York State law and regulation, we are providing you with the following disclosures:

1. The nature of the affiliated relationship is as follows: Compass, Inc. indirectly owns 49% of VergeTitle, TitleVest owns 51% of VergeTitle, and TitleVest is a wholly owned subsidiary of First American. Because of these relationships, the referral of a customer (including you) by any of the Companies to another may provide the referring company and/or its affiliates with a financial or other benefit.
2. You are not required to use the services of VergeTitle or First American and you may shop around to determine whether you are receiving the best services and the best rate for such services.
3. Any money or other thing of value directly or indirectly paid by VergeTitle or First American to the person or entity making this referral would, or will be, based on the person or entity's financial interest in VergeTitle, and not by the amount of title insurance business referred. Such compensation or other thing of value does not violate the federal Real Estate Settlement Procedures Act of 1974 (RESPA), New York Insurance Law §2324, or New York Insurance Law §6409.
4. No Company is required to refer a specified amount of title insurance business to VergeTitle or First American.
5. The amount or value of any compensation or other thing of value that any of the Companies expect to receive in connection herewith is their applicable share, if any, of profit after expenses in accordance with the ownership of VergeTitle as stated above in paragraph 1. VergeTitle and First American revenue comes from the provision of title insurance and ancillary services, and estimated fees and charges are set forth below.

Provider	Service	Estimated Charge or Range of Charges
VergeTitle LLC/First American Title Insurance Company	Title Insurance	<p><b>Owner’s Policy.</b> Begins at \$338 for \$35,000 of insurance, with graduated charges per thousand of additional insurance ranging from \$7.52 to \$2.36 per thousand, with the price per thousand decreasing as the policy amount increases</p> <p><b>Lender’s Policy.</b> Begins at \$284 for \$35,000 of insurance, with graduated charges per thousand of additional insurance ranging from \$6.28 to \$1.97 per thousand, with the price per thousand decreasing as the policy amount increases.</p> <p><b>Endorsements.</b> Endorsements which are not priced-per thousand as an additional percentage (5% to 20%) of the premium incur a flat fee which ranges from \$0 to \$150.</p> <p><b>Ancillary service charges.</b> May range from \$25 to several thousand dollars, depending upon the requirements of a particular transaction. Other fees/charges may apply. Please ask for a detailed estimate for your transaction.</p>

6. VergeTitle generates non-affiliated business from more than one source.

<sup>1</sup> Compass-affiliated brokerages generally use names or trade names which include the word “Compass.”

**ACKNOWLEDGEMENT**

I/we have read this disclosure form and understand that the Companies may refer me/us to purchase the above-described settlement service(s) from one another, and that such referrals may provide the referring company and/or its affiliates with a financial or other benefit as the result of any such referral.

*Erica Ecker*

01/29/2026

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**

To: Erica Ecker From: Compass, First American, VergeTitle & TitleVest  
Property: 520 West 23rd Street #8A NY NY 10011 Date: December 25, 2026

This is to give you notice that Compass, Inc. and its affiliated brokerages (“Compass”),<sup>1</sup> First American Title Insurance Company (“First American”), and TitleVest Agency, LLC (“TitleVest”), have a business relationship with VergeTitle LLC (“VergeTitle”) (collectively, the “Companies”) and each may refer to you the services of another. Specifically, Compass, Inc. indirectly owns 49% of VergeTitle, TitleVest owns 51% of VergeTitle, and TitleVest is a wholly owned subsidiary of First American.

Because of these relationships, the referral of a customer (including you) by any of the Companies to another may provide the referring company and/or its affiliates with a financial or other benefit.<sup>2</sup>

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on or purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider	Service	Estimated Charge or Range of Charges
<b>VergeTitle LLC/First American Title Insurance Company</b>	<b>Title Insurance</b>	<b>Owner’s Policy.</b> Begins at \$338 for \$35,000 of insurance, with graduated charges per thousand of additional insurance ranging from \$7.52 to \$2.36 per thousand, with the price per thousand decreasing as the policy amount increases  <b>Lender’s Policy.</b> Begins at \$284 for \$35,000 of insurance, with graduated charges per thousand of additional insurance ranging from \$6.28 to \$1.97 per thousand, with the price per thousand decreasing as the policy amount increases.  <b>Endorsements.</b> Endorsements which are not priced-per thousand as an additional percentage (5% to 20%) of the premium incur a flat fee which ranges from \$0 to \$150.  <b>Ancillary service charges.</b> May range from \$25 to several thousand dollars, depending upon the requirements of a particular transaction. Other fees/charges may apply. Please ask for a detailed estimate for your transaction.

**ACKNOWLEDGEMENT**

I/we have read this disclosure form and understand that the Companies may refer me/us to purchase the above-described settlement service(s) from one another, and that such referrals may provide the referring company and/or its affiliates with a financial or other benefit as the result of any such referral.

*Erica Ecker*

01/29/2026

Signature

Date

Signature

Date

<sup>1</sup> Compass-affiliated brokerages generally use names or trade names which include the word “Compass.”

<sup>2</sup> Note that certain employees and real estate agents of Compass and Compass affiliates, including potentially the real estate agent providing you with this disclosure and/or representing you in this transaction, may own stock in Compass, Inc.