



MARKETING AND OFFICE EXCLUSIVE AGREEMENT

Your Home Sold Guaranteed Realty TN (261987)

Licensee: Tannor Giles (327187) **Office Phone:** 865-365-1670 **Office Address:** 1001 Parkway, Sevierville TN 37862

Property Information

I/we Charles Davis (Seller/s) do hereby authorize Your Home Sold Guaranteed Realty TN (hereinafter "YHSGR TN") to exclusively list and market our real property located at 521 Park Street (Address) Madisonville (City), TN 37354 (Zip Code).

This Exclusive Listing and Marketing Agreement shall commence on _____ (Exclusive Marketing Date) and terminate on _____ (Expiration Date), unless extended or transferred as provided for herein.

Pricing and Commissions

The real property described above shall be listed at \$ 165,000 (one hundred sixty five thousand Dollars)

The compensation paid to YHSGR TN will be 7% of the purchase price or a flat fee of \$10,000, whichever is greater, and a brokerage service fee of .5% of the purchase price or \$1,495, whichever is greater, paid at closing. Possession will be delivered at closing unless otherwise negotiated. You (Seller) agree to pay \$500 for a VIP Seller Access Fee upfront, giving you (Seller) immediate access to all of our exclusive workflows, and systems, including our your listing being presented to our database of buyers in waiting.

Seller authorizes YHSGR TN to determine the cooperating compensation offered. Seller agrees that if any ready, willing and able Buyer at the listing price or other agreeable price is produced during the listing period and the purchase contract fails to close due to the acts of the Seller, the Seller shall be required to pay YHSGR TN the compensation listed above. Seller hereby designates YHSGR TN as the exclusive listing agency for the sale of real property during the term of this Agreement.

Cooperative Marketing and Listing Agreement with Your Home Sold Guaranteed Realty KORE

The Seller acknowledges that YHSGR TN has a cooperative listing and marketing relationship with Your Home Sold Guaranteed Realty – Kings of Real Estate Team (hereinafter "YHSGR KORE") and further acknowledges that it is the primary purpose of this Agreement to take advantage of and utilize non-MLS marketing avenues for the listing and sale of Seller's property. It is the intent of the parties that the Seller's listing shall *transfer and be superseded by* an agreement with YHSGR KORE either upon the expiration of the term of this Agreement or upon entering into a binding purchase agreement. The Seller acknowledges that these arrangements between the Brokers and transfer of listing the commission and fees shall be as provided in the YHSGR KORE Agreement.

Seller's Home Warranty Benefit & Optional Additional Coverage

As a benefit of listing your home with YHSGR KORE, you will be provided a seller's home warranty with America's Preferred Home Warranty for the duration of the listing and contract period. A copy of the details of your coverage can be provided upon request for review. Service requests will have a low \$50 service call fee. This coverage is an automatic benefit. If you would like the additional "Sellers Preferred Plan" for an additional \$75.00 at closing – please select "Yes" below:

Yes, I would like the Sellers Preferred Plan(Appliance and HVAC) as additional coverage with America's Preferred

No, I would not like the Sellers Preferred Plan(Appliance and HVAC)

Marketing and Syndication, Signage and Lockboxes

YHSGR TN is hereby granted the authority to advertise Seller's property by various media, means and sites, including, but not limited to, internet and social media. Seller agrees that YHSGR TN shall not be liable for any uses of photographs, marketing materials or digital media of which the YHSGR TN is not in control. Seller acknowledges and authorizes YHSGR TN to market the property, as agent and representative of owner, on owner sites as may be appropriate, including, but not limited to, ForSaleByOwner.Com and ZillowFSBO. The Seller acknowledges that YHSGR TN will not place the property with MLS, but rather a placement of the property with MLS shall be under the terms and conditions of the Seller's separate agreement with YHSGR TN KORE.

Tour Of Homes Program

Seller agrees to allow Tour of Homes on this property, as long as it meets certain criteria. Tour of Homes Criteria includes, but is not limited to:

- \$300,000 list price or higher
- Not an investment property or cabin
- In clean, move-in ready condition

Tour of Homes Date: //

NOTE: Tour of Homes to be 7-14 days after sign date and Saturday before MLS live date

Seller Initials



YHSGR Rep. Initials

Seller's Duties and Representations

Seller represents and warrants that Seller has good and marketable title to the property with the full authority to execute this Agreement and to enter into all documents for the consummation of the property's sale. Seller acknowledges that this is an *Exclusive Listing and Marketing Agreement* and Seller will not enter into any other separate marketing agreement of any kind with any person or entity during the term of this Agreement, other than with YHSGR TN KORE. Seller agrees to fully cooperate with YHSGR TN in connection with the marketing of the Seller's property and acknowledges that YHSGR TN is investing substantial time and effort into marketing the property to secure a purchaser. In the event Seller fails to cooperate, interferes with the marketing and sale efforts of YHSGR TN or otherwise breaches the terms of this Agreement, in addition to all other remedies, YHSGR TN shall be entitled to its attorney's fees and costs in connection with such failure or breach.

Carryover

Should the Seller contract to sell or exchange, or contract to lease, the property within 60 days after the expiration of this Agreement to any Buyer (or anyone acting on Buyer's behalf) who has been introduced to the property, directly or indirectly, during the term hereof, as extended, the Seller agrees to pay the commission and fees as set forth above. This includes, but is not limited to, any introduction or exposure to property by advertisements or postings appearing in any medium which originated as a result of listing the property with YHSGR TN.

Acknowledgment and Disclaimer

The Seller, by signing this Agreement, acknowledges and certifies that Seller has read and understands the terms of this Agreement and accepts the terms in full. Seller further acknowledges that this Agreement is in conjunction with the cooperative marketing and listing relationship with YHSGR KORE.

Seller further acknowledges and understands that Seller is NOT entering into the "Guaranteed Sale Program" offered by an affiliated party, including Tracy King. In the event Seller wishes to enter into the "Guaranteed Sale Program", such agreement requires the execution of a separate document and agreement to be negotiated and executed by the parties thereto.

Special Stipulations:

YHSGR TN/TANNOR GILES, LICENSEE: Tamor Giles DATE: _____

SELLER: Charles H. Davis Printed Name: Charles Davis DATE: 8/28/2023

SELLER: _____ Printed Name: _____ DATE: _____