



EXCLUSIVE RIGHT TO SELL AGREEMENT

STATE OF ALABAMA

Clarke COUNTY

On this the 19th day of January, and in consideration of the terms and provisions of this agreement, John M Gunn Jr and Vicky D Gunn (“Seller”) and Tutt Real Estate, LLC, dba Tutt Land Company (“Tutt”) agree as follows:

- Seller hereby grants to Tutt the exclusive and irrevocable right to sell all of Seller’s right and interest in the real estate described as follows:
10350 Choctaw Bluff Road, Jackson, AL 36545. House and 10 acres.
- This real estate is hereafter referred to as “Sale Property.” The price at which Sale Property can be offered for sale by Tutt is a cash price of \$ 325,000 or at any lower price or on other terms acceptable by Seller.
Sale Property will be listed and offered as multiple properties. See Appendix
- Tutt will list and offer Sale Property for sale in Tutt’s customary manner and will use its efforts to procure a purchaser for Sale Property. Tutt is is not authorized to place “For Sale” signs thereon, and Tutt is authorized to advertise Sale Property as it deems best.
- Multiple Listing Service:** This listing will be published accordingly in the MLS unless Seller directs Tutt otherwise in writing. Seller authorizes Tutt to report to the MLS this listing information and price, terms, and financing information on any resulting sale for use by authorized Board/Association members and MLS participants and subscribers unless Seller directs Tutt otherwise in writing.
- Compensation:** For finding a buyer ready, willing, and able to purchase the Sale Property upon the terms herein mentioned, or at any price upon terms acceptable to Seller, Seller agrees to pay Tutt a brokerage fee of \$ (flat fee) **OR** (7 %) of the gross sales price.
 - Seller will pay the brokerage fee whether buyer be secured by Tutt, Seller, or by a third party.
 - If the Property is sold within 180 days after the termination of this Agreement, or extensions thereof, to any person to whom the Sale Property has been shown by any party, including the Seller, during the listing period, the Seller will pay Tutt the brokerage fee. However, no brokerage fee shall be due Tutt if after this listing is expired the Property is relisted with another licensed real estate broker and sold through his/her exclusive right of sale.
 - Cooperation with and Compensation to Other Brokers: Notice to Seller:** The buyer’s broker, even if compensated by Seller or Tutt, may represent the interests of the buyer. Tutt’s office policy is to cooperate with all other brokers except when not in Seller’s best interest and to offer compensation in the amount of 3 % of the purchase price or \$ to a single agent for the buyer; % of the purchase price or \$ to a broker who has no brokerage relationship with the buyer. None of the above. (If this is checked, the Property cannot be placed on MLS.)
- This agreement will begin on 01/19/2024 and will end on 06/19/2024.

Seller: John Gunn dotloop verified 01/24/24 12:53 PM CST RA0B-VKYH-GWVO-9JNC

Seller: Vicky Gunn dotloop verified 01/24/24 1:02 PM CST C4TC-HVEL-LCGD-J1KD

TLC: Hale Smith dotloop verified 01/24/24 1:28 PM CST SEES-WK7J-SMWJ-APRT