

REAL ESTATE LISTING AGREEMENT

I. The Parties. This Real Estate Listing Agreement (“Agreement”) made on February 16 2024 between:

One (1) individual(s) known as Diane Case with a mailing address of ^{105 N. Webster} ~~400 N. Fillmore St #3~~, Mount Ayr, Iowa, 50854 (“Seller”).
Apt. 6

AND

Rhonda Triggs (“Broker”) of United Country Southern Iowa Real Estate with a mailing address of 2461 State Hwy 2, Mount Ayr, Iowa, 50854 (“Agency”). Collectively, the Seller and Agency shall be referred to as the “Parties”.

If for any reason the Broker is not able to fulfill their duties under the terms and conditions of this Agreement, another agent from the Agency may be appointed during the term of this Agreement.

II. Real Property. The real property, that is the subject of this Agreement, is located at the street address of 504 S Taylor, Mount Ayr, Iowa, 50854.

a.) Legal Description. Deed filed 7/25/2000 Book 279 Page 677

b.) Fixtures. All fixtures shall be included as part of the sale of the real property.

c.) Personal Property. The Seller agrees that ONLY the following personal property shall be included as part of the sale of the real property: ~~Washer and Dryer~~

The aforementioned real property, personal property, and included fixtures shall be hereinafter referred to as the “Property”.

III. Rights to Sell. Seller grants Agency the sole and exclusive right to sell, trade, convey, or exchange the Property during the Listing Period in accordance with the terms and conditions set forth in this Agreement. Seller hereby appoints Agency as the exclusive agent and all inquiries made on the Property shall be referred to the Agency. Agency shall be paid the Commission whether or not the Property was sold, directly or indirectly, through the Agency.

IV. Purchase Price. Under the terms of this Agreement, the Seller hereby grants the Agency rights to sell the Property, including any Personal Property, for the following amount of \$75,000.00 (“Purchase Price”).

V. Period of Agreement. This Agreement shall start on February 17 2024 (“Effective Date”) and end on February 17 2025 at 12:00 midnight (“Listing Period”), unless the expiration date is extended in writing.

a.) Listing Period Extension. The Commission shall be due if the Property is sold, conveyed, exchanged, optioned, or otherwise transferred within 180 days (“Extension Period”) after the expiration of the Listing Period to anyone with whom the Broker or Agency has negotiated unless the Property is

listed, in good faith, with another real estate agency. The term "negotiation" shall include providing information about the Property, showing the Property, or presenting an offer on the Property. All rights under this Section shall terminate upon the expiration of the Extension Period.

VI. Commission. The Agency, as compensation for finding a Buyer that is ready, willing and able to purchase the Property upon the terms and conditions mentioned herein or at any price or terms acceptable to the Seller, shall receive a percentage based on the sales price, as stated in the purchase contract between the Buyer and Seller, in the amount of **5% ("Commission")**. The Commission is due and payable at closing by the Seller. The amount or rate of real estate commissions is not fixed by law. The commission is set by each Broker individually and may be negotiable between the Seller and the Broker.

a.) Leasing. During the Listing Period, if the Agent finds a ready, willing, and able Tenant that agrees to rent the Property, the Agent shall be due **zero percent (0%)** of the total rent amount stated in the rental agreement for the lease term. The lease term shall be defined as the period between the start and end dates listed in the rental agreement, not including any renewal period(s). If the Tenant agrees to rent the Property on a month-to-month basis, the Agent shall remain not owed a commission ("Commission").

VII. Deed Type. Seller agrees to convey the Property by **Warranty deed**.

VIII. Ready, Willing, and Able Buyer. Under this Agreement, the Commission shall be owed to the Agency if a ready, willing, and able Buyer is produced and refused by the Seller. The definition of a ready, willing, and able buyer shall include, but not be limited to, a purchase contract that meets or exceeds the Purchase Price and does not contain contingencies or terms that are unreasonable or outside of industry standards. The Seller has an obligation to negotiate all offers presented by the Agency in "good faith".

IX. Litigation. If a suit is brought against the Seller to collect compensation provided herein, or if the Agency successfully defends any action brought against the Broker by Seller relating to this Agreement or under any purchase contract relating to the Property, and the Agency prevails, the Seller agrees to pay all costs incurred by Agency in connection with such action, including reasonable attorneys' fees.

X. Cooperation with Other Agents and Agencies. Seller agrees that the Agency may engage other licensed real estate agents to assist in marketing the Property and may share its Commission as determined solely by the Agency. During the Listing Period, should a licensee represent a Buyer whose offer to purchase the Property is accepted by the Seller, then that licensee shall be entitled to a commission of **40% ("Commission Offered")** of the Agency's total Commission, provided the Buyer completes the transaction.

XI. Dual Agency. Due to certain events, the Broker may be required to act as the only licensee involved between the Seller and a Buyer to facilitate the transaction between the parties. Under such circumstance, the Broker shall disclose to Seller their intention to act as a dual agent or similar role. If a Buyer is procured by the Broker, or by a licensee in the same Agency as the Broker, the Seller consents to the Broker acting in such a role and agrees to allow the Broker to collect compensation from the Buyer or other parties. While performing this role, Broker agrees to conduct themselves in a manner that does not adversely affect the Seller or Buyer in any way, including, but not limited to, stating the Seller is willing to sell for a lesser price than the Purchase Price, stating the Buyer is willing to pay

more than an offer that is made or suggested or disclosing any type of financial information that would negatively affect the other party.

Initial

DMC - Seller has read this Section and fully comprehends and understands the concept of Dual Agency under the laws in the State. **Therefore, the Seller hereby agrees to allow Dual Agency.**

XII. Marketing the Property. In an effort to properly and efficiently market the Property, the Seller grants the following permissions to the Agency: **(Initial ALL That Apply)**

DMC - **Advertise the Property.**

DMC - **To use the Property's street address when advertising the Property.**

DMC - **Allow third (3rd) party websites to create estimated market values of the Property.**

DMC - **Allow the Agency to disclose the existence of other offers on the Property.**

DMC - **Publish any and all Property information electronically or in print.** This includes, but is not limited to, the Multiple Listing Service (MLS), real estate websites, newspapers, etc.

NA - **Place a lockbox or keybox on the Property.** The Seller shall hold harmless the Agency and all cooperating licensees from all responsibility and liability resulting from any loss, damage or theft which might occur while the Property is listed by the Agency under this Agreement.

DMC - **Authorize a "For Sale" Sign on the Property.**

DMC - **Photographic Services.** Seller hereby authorizes the Agency to take interior and exterior photos and videos of the Property ("Photographic Services"). Such photographs and videos shall be permitted to be digitized, reproduced, published, transmitted, and/or disseminated and displayed in any form or manner, including, but not limited to, Multiple Listing Services, television, internet marketing, publications, and any other means to advertise the Property to aid in the marketing of the Property. Seller agrees to limit the use of the photos or videos generated from the Photographic Services to personal use and may not be used for commercial purposes.

a.) Waiver of Liability. Seller hereby waives, acquits and forever releases, and agrees to defend and hold harmless, the Agency, its officer(s), director(s), employee(s), contractor(s), associate(s), and representative(s) from any responsibility or liability whatsoever **concerning any photos or videos** generated from the Photographic Services or their distribution.

XIII. Agency Disclosure. Seller recognizes that, under this Agreement, a relationship has been established between the Seller and Agency. The Agency's policy regarding other agents, specifically those not represented by the Agency, includes, but is not limited to, cooperating with other agencies acting as Buyer's agents, sharing compensation with Buyer's agents, and paying other agencies in the same manner representing their Buyers. The Seller shall be required to read and sign the **Agency Disclosure and Acknowledgment Form.**