

**XIV. Non-Refundable Payments.** If the Seller accepts non-refundable payment(s) from a prospective Buyer through a purchase contract, and said Buyer does not complete the purchase of the Property, such non-refundable payment(s) shall be distributed equally between the Seller and the Agency up to the commission amount the Agency would have collected if the Property had sold under the agreed upon terms. If the Property is sold afterward to the same or different Buyer, the Agency shall be entitled to a Commission less payments received under this Section.

**XV. Fair Housing.** The Agency is committed to compliance with all laws as well as the philosophy of fair housing for all people. The Agency will present the Property to all prospective Buyers in compliance with local, State, and Federal Fair Housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status and/or familial status, children or other prohibited factors.

**XVI. Ownership.** Seller warrants and acknowledges to be the owner of the Property and that no other individuals or entities have title. Seller has the authority as owner to execute this Agreement and sell the Property.

**XVII. Multiple Listing Service (MLS).** Due to rules administered by the local Multiple Listing Service ("MLS"), all details of any transaction that are procured by the Agency may be used for publication in the MLS. Seller hereby consents to such publication on an unrestricted basis whereas the Agency must comply with all applicable MLS rules to allow data about the Property to be shown and made available by the MLS in addition to other internet websites. MLS rules generally provide that any property entered into its database be updated within forty-eight (48) hours, or some other period of time, after all necessary signatures have been obtained in regard to the Property. Seller has the right to prohibit any and all publication of information in regard to a transfer of the Property. In order to exercise this right, the Seller is required to authorize a separate addendum provided by the Agency and attach to this Agreement.

**XVIII. Seller Acknowledgments.** Seller represents, warrants, and guarantees that the Seller has complete authority to sell the Property and convey title. Seller has personally reviewed this Agreement, including any Seller Property Condition Disclosure, and any other addendums, exhibits, or attachments relating to the description and physical condition of the Property were provided by the Seller and are accurate and complete to the best of the Seller's knowledge.

**a.) Other Acknowledgments.** Seller acknowledges, unless otherwise stated in this Agreement or other written statement, that the Seller is unaware of the following: Any type of default that has been recorded against the Property; Any type of financial delinquency which used the Property as security; Any type of bankruptcy or insolvency involving the Seller or affecting the Property; and Any type of mediation, arbitration, litigation, or any proceeding where an institution, public or private, has action pending against the Property which includes the Seller's ability to sell the Property.

Seller agrees to notify the Agency immediately if any of the aforementioned issues should arise during the Listing Period.

**XIX. Broker's Duties.** Broker agrees to exercise all reasonable efforts while providing a fiduciary duty to act in the best interests of the Seller. Broker shall market the Property to the best of their abilities in order to achieve the highest sales price feasible for the Seller. Broker shall make all attempts to transfer the Property to a qualified Buyer and shall follow-up with every effort to ensure such result is to the benefit of the Seller.

**XX. Seller's Duties.** Seller agrees to make a reasonable effort to accommodate the Broker, including, but not limited to, open houses, showings, Buyer appointments, inspections, testing, and any other requests regarding the use of the Property. When receiving offers, the Seller agrees, in good faith, to consider all proposals, letters, or similar contracts presented by the Broker. Seller shall be the only party responsible for determining the Purchase Price or any price for the sale of the Property.

**XXI. Legal Signature.** This Agreement may be executed and delivered by any party herein by sending a facsimile of the signature or by a legally recognized digital or electronic signature. Such legal signature shall be binding on the party so executing it upon receipt of signature by the other party.

**XXII. Indemnification.** Seller agrees to indemnify the Agency and hold harmless from any and all claims, which may lead to a dispute, due to any false information provided. Such indemnification shall include the Seller's reimbursement to the Agency for any attorneys' fees arising from any dispute brought against the Agency.

**XXIII. Earnest Money.** Seller authorizes the Agency to handle Buyer's funds and deposit in an escrow account in accordance with State law ("Earnest Money"). Agency is authorized to act as a third (3<sup>rd</sup>) party when accepting or holding, on the Seller's behalf, deposits made on behalf of a prospective Buyer. In the event a counteroffer is not accepted, the Earnest Money shall be returned to the Buyer without a signed release. If a purchase contract is signed and accepted by the Buyer and Seller without a closing or transfer and recording of the deed, a separate mutual release signed by the Buyer and Seller will be required before the Earnest Money is disbursed. In the event of a disagreement by either the Buyer or Seller in regard to the release of Earnest Money, the Agency must withhold its release until there is mutual agreement or an order has been administered of proper jurisdiction.

**XXIV. Seller Property Condition Disclosure.** In accordance with Iowa law, it's required that the Seller complete the Seller Property Condition Disclosure to the best of their ability and provide true, factual, and accurate information. The Agency shall be required to disclose any information provided in the Seller Property Condition Disclosure to any prospective Buyer or their agent including facts that may materially affect the value of the Property.

**a.) Property Condition.** Seller hereby authorizes the Agency and all cooperating licensees to disclose to a prospective Buyer, to the extent as required by law, any defects known to them, latent or otherwise. Seller acknowledges that licensees do not have the responsibility to discover latent defects on the Property or to advise on matters outside the scope of their licenses.

**XXV. Lead-Based Paint.** The Seller represents that, to the best of their knowledge, the structure on the Property or any portion thereof, was not constructed before January 1, 1978. Seller acknowledges that, if the residence was constructed prior to January 1, 1978, there is a requirement to provide any Buyer an EPA-approved lead hazard information pamphlet making certain disclosures regarding the presence of any known lead-based paint or other lead-based paint hazards on the Property, unless the Buyer waives their rights in writing. If any structure was constructed prior to January 1, 1978, the Buyer shall have a ten (10) day period to conduct a risk assessment or inspection of the Property to seek any presence of lead-based paint or any lead-based paint hazards.

**XXVI. Insurance.** Seller agrees to maintain hazard or other insurance, current as of the Effective Date, during the course of this Agreement until the Property is sold.

**XXVII. Other Clients.** Seller acknowledges that the Broker may or may not have other clients with similar property characteristics as the Seller. Broker shall not favor any client's property over the Seller's Property for any reason.

**XXVIII. Binding Effect.** This Agreement shall be binding upon the Seller's successors, assigns, heirs, and beneficiaries.

**XXIX. Dispute Resolution.** Any dispute arising from this Agreement shall be required to be resolved by binding arbitration of the Parties hereto. If the Parties cannot agree on an arbitrator, each party shall select one arbitrator, and both arbitrators shall select a third (3<sup>rd</sup>) to handle the dispute. The arbitration shall be governed by the rules of the American Arbitration Association in full force and effect.

**XXX. Governing Law.** This Agreement shall be governed under the laws located in the State of Iowa.

**XXXI. Severability.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**XXXII. Additional Terms and Conditions.** Realtor to give tenant minimum of 24 hour notice for showings and try to give 48 hour notice if possible. Closing to be set to work around a 30-day notice to the tenant.

**XXXIII. Entire Agreement.** This Agreement constitutes the entire agreement between the Seller and the Agency and supersedes all prior discussions, negotiations, and agreements between the Parties whether oral or written. Any understanding, agreement, or promise not specified herein, whether expressed or implied, shall bind neither Seller nor Agency.

This Agreement is intended to be the legal and binding agreement of the Seller and Broker. The Parties acknowledge receipt of a signed copy of this Agreement.

**Seller's Signature** *Diane Marie Case* Date 2/16/24  
Diane Case

**Agent's Signature** *Rhonda Triggs* Date 2/16/24  
Rhonda Triggs of United Country Southern Iowa Real Estate