



THIS IS A LEGALLY BINDING AGREEMENT.
IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.



This agreement has been prepared under guidelines from the Nebraska Real Estate Commission. Some provisions of this agreement may not apply to your particular transaction. This agreement may be modified to a non-exclusive listing agreement or to add, or delete paragraphs, so long as such modifications do not conflict with the requirements of Neb. Rev. Stat. 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such act. This document is not intended to convey legal advice. If you have any legal questions regarding this document, you should consult an attorney.

Commission rates and contract terms are not regulated by law and are subject to negotiation between the Real Estate Broker and the Seller.

EXCLUSIVE RIGHT-TO-SELL LISTING AGREEMENT

This Exclusive Right-to-Sell Listing Agreement ("Agreement") is made and entered into by and among 9 13, LLC John Thomas Manager ("Seller" or "Owner") and Thomas Realty & Auction Company LLC, whose address for purposes of this Agreement is 1125 - 12th Street, Suite B, Aurora NE 68818 ("Broker") for the purposes and under the terms set forth below, with the Seller's specific Limited Agent with such Broker being Laurie Pfeifer / Preston McDaniels and such other affiliated licensees of Broker as may be assigned by Broker in writing. The affiliated licensee(s) named in this paragraph and the Seller's Limited Agents who may be appointed by the Broker are collectively referred to in this Agreement as "Seller's Limited Agent". All responsibilities and duties of Broker shall also be the responsibilities and duties of the Seller's Limited Agent. The parties acknowledge that Seller has been provided with and signed (or acknowledged electronic receipt of) a written copy of the current brokerage agency disclosure outlining the types of real estate services offered by Broker as approved by the Nebraska Real Estate Commission.

- 1. Purpose of Agreement. The purpose of this Agreement is to engage the efforts of Broker to accomplish the sale of the real property legally described as: S 50' OF N 144' OF W 1/2 OF BLOCK 10 STONES ADDITION, CITY OF AURORA, HAMILTON COUNTY, NE also known as 1414 13th Street, Aurora, Nebraska, together with any items of personal property to be conveyed pursuant to Paragraph 5 (collectively referred to as the "Property").
2. Effect of this Agreement. By contracting with Broker, Seller agrees to conduct all negotiations for the sale of the Property through Seller's Limited Agent and to refer to Seller's Limited Agent all inquiries received in any form from any source during the term of this Agreement.
3. The Listing Period. This Agreement shall begin January 17, 2024 and shall continue through May 17, 2024 (this period of time is referred to as the "Listing Period"). Advertising and showing to begin May 17, 2024.
4. Price and Terms. The offering price for the Property shall be \$ 129,900.00 on the following terms: Cash to Seller.
5. Price to Include. The price for the Property shall include all attached fixtures, and: Range and Refrigerator.
The following personal property is not included:
6. Title. Seller represents to Broker that title to the Property is solely in Seller's name. Seller shall deliver to Broker, upon request, copies of all relevant title materials. Seller represents that there are no known encroachments affecting this Property, except (If none, state "None") None

Seller agrees to convey marketable title by  Warranty Deed  Special Warranty Deed  
 Quit Claim Deed  Survivorship Deed or  Other \_\_\_\_\_.

Consult your attorney to determine what type of Deed is necessary for your particular situation.

Broker may terminate this Agreement immediately upon written notice to Seller that title is not satisfactory to Broker.

7. **Evidence of Title.** Seller agrees to convey a marketable title to buyer, evidenced by a policy of title insurance or an abstract certified to date.
8. **Possession.** Possession of the Property shall be delivered to buyer **at Closing.**
9. **Property Condition Disclosure Statement: Indemnification.** Seller represents to the Broker solely for the purposes of this Agreement that Seller has completed or will promptly complete the Seller Property Condition Disclosure Statement as required by Nebraska law fully and accurately to the best of the Seller's knowledge. Seller further states that all oral representations made to Seller's Limited Agent are accurate. Seller's Limited Agent shall not market the Property until the Seller Property Condition Disclosure Statement is complete.

Seller agrees to indemnify and hold harmless Broker and any subagents (collectively, the "Listing Company") from any claim that may be made against the Listing Company by reason of the Seller having breached the terms of this Section 9. The Listing Company agrees to indemnify and hold harmless Seller from any claim that may be made against Seller by reason of the Listing Company having breached the terms of this Section 9.

If the Property has been or will be assessed for local improvements installed, under construction, or ordered by public authority at the time of signing a Purchase Agreement, Seller will be responsible for payment of same.

10. **Compensation of Broker.** In consideration of services to be performed by Seller's Limited Agent, Seller agrees to pay Broker a commission of 3.75% payable upon the happening of any of the following:
  - (a) If during the term of this Agreement, Seller, Broker, or any other person:
    - (i) Sells the Property; or
    - (ii) Finds a buyer who is ready, willing, and able to purchase the Property at the above price and terms or for any other price and terms to which Seller agrees to accept; or
    - (iii) Finds a buyer who is granted an option to purchase or enters into a lease with option to purchase and the option is subsequently exercised; or
  - (b) If this agreement is revoked or materially breached by Seller; or
  - (c) If Broker is prevented in closing the sale of this Property by existing claims, liens, judgments, or suits pending against the Property; or Seller thereof; or
  - (d) If Broker is unreasonably hindered by Seller in the showing of or attempting to sell the Property; or
  - (e) If within **30** days after the expiration of this Agreement, Seller sells the Property to any person found during the term of this Agreement, or due to Broker's efforts or advertising under this Agreement, unless this Property is listed with another licensed Broker after the expiration of this Agreement, in which case no compensation shall be paid.
11. **Limitation on Broker's Compensation.** Broker may accept compensation when Broker or affiliated licensee (other than Seller's Limited Agent), is serving as a Buyer's Agent. In all other cases, Broker shall not accept compensation from the Buyer, the Buyer's agent, or any entity participating in or providing services for the sale without written agreement of Seller.
12. **Cooperating with Other Brokers.** Broker may accept the assistance and cooperation of other brokers who will be acting as subagents of the Seller or as agents for a buyer. If Broker participates in a local multiple listing service, Broker shall submit the Property to such listing service. Seller authorizes Broker to compensate buyer's agent from the amount described in paragraph 10.
13. **Forfeiture of Earnest Money.** In the event of forfeiture of the earnest money made by a prospective buyer, the monies received, after expenses incurred by Broker, shall be divided between Broker and Seller, one-half thereof to Broker, but not to exceed the commission agreed upon herein, and the balance to Seller.
14. **Cost of Services.** Broker shall bear all expenses incurred by Broker, if any, to market the Property and to compensate cooperating brokers, if any. Broker will not obtain or order any products or services to be paid by Seller unless Seller agrees in writing. Broker shall not be obligated to advance funds for the benefit of Seller.
15. **Maintenance of the Property.** Seller agrees to maintain until delivery of possession, the heating, air conditioning, water heater, sewer, plumbing, and electrical systems and any built-in appliances in good and reasonable working condition. Seller further agrees to hold Broker harmless from any and all causes of action, loss, damage, or expense Broker may be subjected to arising in connection with this section. Seller also agrees that Broker shall not be responsible for maintenance of the Property.

16. **Home Protection Plan.** Seller ELECTS  DOES NOT ELECT  to apply for Home Protection Plan, as explained in Home Warranty of the Midwest, Inc. brochure Rev. 01/2020.
17. **Nondiscrimination.** Pursuant to Neb. Rev. Stat. 76-2417, Broker and its licensees and subagents shall perform their duties in accordance with all applicable federal, state, and local laws, rules, and regulations and ordinances, including fair housing and civil rights statutes and regulations.
18. **Escrow Closing.** Seller agrees that the closing of any sale of the Property made by Broker may be handled by an escrow agent and authorizes Broker to transfer all earnest monies, down payments, and other trust funds to the escrow agent along with documents and other items received by Broker related to the sale. The cost of the escrow closing shall be paid by Seller or as negotiated with the Buyer in the purchase agreement.
19. **Smoke and Carbon Monoxide Detectors.** Seller agrees to install at Seller's expense any smoke and/or carbon monoxide detectors required by law.
20. **Lead Based Paint.** If the Property is residential real property and was constructed prior to 1978, Seller shall provide a lead-based paint disclosure form to buyer in accordance with 42 U.S.C. 4852d and attach it to this Agreement.
21. **Sanitary Improvement District.** If the Property is located within a Sanitary Improvement District ("SID") within the State of Nebraska, Seller shall provide the Broker with the most recent SID statement to be provided to any potential buyer as required by Neb. Rev. Stat. 31-727.03.
22. **New Construction.** If the Property consists of new construction, Seller represents that the Property will comply with all applicable laws, rules, regulations, ordinances and codes as of the date the certificate of occupancy is issued.
23. **Advertising: For Sale Sign, "Lock Box".** Seller gives permission to Broker to advertise the Property in any lawful way, including placement of a "For Sale" and a "Sold" sign on the Property, except as follows:  
None
- 
- Seller gives permission to Broker to use a "lock box".
24. **Duties and Responsibilities of Seller's Limited Agent.** Seller's Limited Agent shall have the following duties and obligations:
- (a) To perform the terms of this Agreement.
  - (b) To exercise reasonable skill and care for Seller.
  - (c) To promote the interest of Seller with the utmost good faith, loyalty, and fidelity including:
    - (i) Seeking the price and terms which are acceptable to Seller except that Seller's Limited Agent shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale.
    - (ii) Presenting all written offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for sale;
    - (iii) Disclosing in writing to Seller all adverse material facts actually known by Seller's Limited Agent; and
    - (iv) Advising Seller to obtain expert advice as to material matters of that which Seller's Limited Agent knows but the specifics of which are beyond the expertise of Seller's Limited Agent.
  - (d) To account in a timely manner for all money and property received;
  - (e) To comply with the requirements of agency relationships as defined in Neb. Rev. Stat 76-2401 through 76-2430, the Nebraska Real Estate License Act, and all rules or regulations promulgated pursuant to such sections or act; and
  - (f) To comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil right statutes and regulations.
25. **Confidential Information.** Seller's Limited Agent, even if acting as a Limited Dual Agent, shall not disclose any confidential information about Seller, without Seller's written permission, unless disclosure is required by statute, rule, or regulation, or failure to disclose the information would constitute fraudulent misrepresentation.
26. **Adverse Material Facts.** Seller's Limited Agent, even if acting as a Limited Dual Agent, is required to disclose adverse material facts to any prospective buyer. Adverse material facts may include, but are not limited to, any environmental hazards affecting the Property which are required by law to be disclosed, physical condition of the Property, any material defects in the Property, any material defects in the title to the Property, or any material limitation on Seller's ability to perform under the terms of the contract.
27. **Modification of this Listing Contract.** No modification of this Agreement shall be valid, unless made in writing and signed by the Seller and Broker.
28. **Brokerage Services Only.** Seller acknowledges that Broker is acting as a real estate broker only and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant, or other professional service advisor. **Seller is hereby advised to seek such other professional advice as may be important to Seller.**

29. **Release of Information.** Seller authorizes Broker to obtain any information relating to utility expenses and all pertinent information regarding the present mortgage(s) or Deed(s) of Trust on the Property including existing balance, interest rate, monthly payment, balance in escrow account, and pay off amount. Seller authorizes the dissemination of sales information including selling price and terms after closing of the transaction.
30. **Entire Agreement.** This Agreement constitutes the entire agreement between the Seller and the Broker and any prior negotiations or agreements, whether oral or written, are not valid unless set forth herein.  
 Optional Limited Dual Agency Language is added to this Agreement
31. **Counterparts, Electronic Transmission of Documents and Signatures.** This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which together shall comprise but a single instrument. The parties agree that either party may use a computer-based system to issue certain confirmations and that confirmations executed by means of an electronically-produced signature have the same legal effect as if such signature had been manually written. Seller acknowledges receipt of a copy signed by the Broker or Broker's affiliated licensee.
32. **Additional Provisions.**  
 None

Seller # 1 is  married  not married  
 Seller # 2 is  married  not married

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Thomas Realty & Auction Company LLC  
*Name of Broker or Firm*

1125 – 12<sup>th</sup> Street, Suite B, Aurora NE 68818  
P. O. Box 466  
*Address*

(402) 694-6976  
*Phone Number*

cthomas@hamilton.net  
*e-mail*

By: \_\_\_\_\_  
*Affiliated Licensee's Signature*

(402) 631-9889 (402) 631-7401  
*Affiliated Licensee's Mobile Phone Number*

**FOR MORTGAGE PAY-OFF PURPOSES**

Mortgage Company \_\_\_\_\_  
 Phone Number \_\_\_\_\_  
 Account Number \_\_\_\_\_

**Are you eligible for full or partial Homestead Exemption?**  
 Yes  No

Rev. 7-2021

1. 9 13, LLC John Thomas Mgr.  
*Name of Seller – Type or Print*

\_\_\_\_\_  
*Seller Signature* \_\_\_\_\_  
*Date*

1125 12th Street, Suite B  
*Seller Street Address*

Aurora NE 68818  
*City* *State* *Zip Code*

(402) 694-8919  
*Seller Phone (primary contact number)*

Home  Mobile  Business  
 (402) 694-6976

\_\_\_\_\_  
*Seller Phone (secondary contact number)*

Home  Mobile  Business  
jtiv127@gmail.com  
*Seller e-mail address*

2. \_\_\_\_\_  
*Name of Seller – Type or Print*

\_\_\_\_\_  
*Seller Signature* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Seller Street Address*

\_\_\_\_\_  
*City* *State* *Zip Code*

\_\_\_\_\_  
*Seller Phone (primary contact number)*

Home  Mobile  Business

\_\_\_\_\_  
*Seller Phone (secondary contact number)*

Home  Mobile  Business

\_\_\_\_\_  
*Seller e-mail address*