



COMMERCIAL EXCLUSIVE LISTING AGREEMENT RIGHT TO SELL, EXCHANGE OR LEASE

Bradley H Williams, Janice Sue Williams (Owner) appoint(s) Heartland Real Estate & Appr. (REALTOR®) as Owner's exclusive agent for the purposes and under the terms set forth below, with my specified limited Owner's Agent to be Marcia Vogel. Owner also appoints Marcia Vogel as limited Owner's Agents and such other affiliated licensees of REALTOR® as may be assigned by REALTOR®, in writing, if needed, as Owner's exclusive, limited Owner's Agents. The Agents named in this paragraph and the Owner's Agents who may be appointed by the Broker for REALTOR® are collectively referred to in this Listing Agreement as Owner's Agents or Agents. The term Owner's Agents as used herein also means Landlord's Agents when leasing.

1. Purpose of Agency. The purpose of this sole and exclusive right to sell, exchange or lease agency contract (Listing) is to engage the efforts of REALTOR® to accomplish the SALE, EXCHANGE OR LEASE of the real property legally described as (please print clearly): Lot 18 Block 15 OT Alliance 317 Box Butte Alliance NE 69301 (Property). (Street Address) (City) (State) (Zip)

2. Effect of this Listing. By appointing REALTOR® as Owner's exclusive agent, Owner agrees to conduct all negotiations for the sale, exchange or lease of the Property through REALTOR® and refer to REALTOR® all inquiries as received in any form from any source during the term of this Agreement.

3. Duties and Obligations of an Owner's Agent. An agent representing an owner as an Owner's Agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of any written agreement made with the client;
(b) To exercise reasonable skill and care for the client;
(c) To promote the interest of Owner with the utmost good faith, loyalty and fidelity including:
(i) Seeking the price and terms which are acceptable to Owner except that REALTOR® shall not be obligated to seek additional offers to purchase/lease the Property while the Property is subject to a contract for sale/lease or a letter of intent to lease.
(ii) Presenting all written offers to and from Owner in a timely manner regardless of whether the Property is subject to a contract for sale or lease or letter of intent to lease;
(iii) Disclosing in writing to Owner all adverse material facts actually known by REALTOR®; and
(iv) Advising Owner to obtain expert advice as to material matters of that which Agent knows but the specifics of which are beyond the expertise of Agent;
(d) To account in a timely manner for all money and property received.
(e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
(f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

4. Duties and Obligations of Buyer, Exchangor or Tenant's Agent. An agent representing a Buyer, Exchangor or Tenant as Buyer, Exchangor or Tenant's Agent shall be a limited agent with the following duties and obligations:

- (a) To perform the terms of any written agreement made with the client;
(b) To exercise reasonable skill and care for the client;
(c) To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
(i) Seeking a price and terms which are acceptable to the client, except that the agent shall not be obligated to seek other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
(ii) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
(iii) Disclosing in writing to the client adverse material facts actually known by Agent; and
(iv) Advising the client to obtain expert advice as to material matters about which Agent knows but the specifics of which are beyond the expertise of the agent;
(d) To account in a timely manner for all money and property received;
(e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act; and
(f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations.
(g) To not disclose any confidential information about Buyer, Exchangor or Tenant without Buyer, Exchangor or Tenant's written permission, unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute fraudulent misrepresentation.

5. Dual Agent's Duties and Responsibilities. Agent may act as a Dual Agent only with the informed consent of all parties to the transaction. The informed consent is evidenced by a written agreement pursuant to Section 76-2422. As a Dual Agent, Agent shall be a limited agent for Owner and Buyer, Exchangor or Tenant and shall have the duties and obligations required by Sections 76-2417 and 76 2418 unless otherwise provided for in this section. Except as provided in subsections (a) and (b) of this section, a Dual Agent may disclose any information to one client that Agent gains from the other client if the information is relevant to the transaction or client.

- (a) The following information shall not be disclosed by Agent when acting as Dual Agent without the informed consent of the client to whom the information pertains:
 - (i) That a Buyer or Tenant is willing to pay more than the purchase price or lease rate offered for the Property;
 - (ii) That the Owner is willing to accept less than the asking Listing Price or Lease Rate for the Property;
 - (iii) What the motivating factors are for any client buying, selling or leasing the Property;
 - (iv) That a client will agree to financing terms other than those offered.
- (b)
 - (i) Agent, while acting as Dual Agent, shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute fraudulent misrepresentation.
 - (ii) No cause of action for any person shall arise against Agent, while acting as Dual Agent, for making any require or permitted disclosure.
 - (iii) Agent, while acting as Dual Agent, does not terminate the Dual Agency relationship by making any required or permitted disclosure.
- (c) The following information shall not be disclosed by Agent when acting as Dual Agent without the informed consent of the client to whom the information pertains:

6. Dual Agency Consent. Owner understands that Agent serves as agent for Owners, Sellers, Buyers, Exchangors or Tenants of real property and that Agent may be an agent for a Buyer, Exchangor or Tenant interested in buying, exchanging or leasing Property. If a Buyer, Exchangor or Tenant represented by Agent becomes interested in acquiring Property, Agent shall immediately notify the Buyer, Exchangor or Tenant that Agent is also the agent of the Owner. Owner consents to Agent also serving as the agent of the Buyer, Exchangor or Tenant and acknowledges that Agent will then be serving as a limited agent of both the Owner, and the Buyer, Exchangor or Tenant (Dual Agent) and that both Owner and Buyer, Exchangor or Tenant will be clients of Agent. Except for limitations on disclosure discussed in Paragraph three (3) and to a Buyer, Exchangor or Tenant as stated in Paragraph four (4), a Dual Agent has the same duties and obligations of a limited agent to the Owner as are stated in paragraph three (3) and to Buyer, Exchangor or Tenant as stated in Paragraph four (4). Owner understands that a Dual Agent will disclose to both clients all adverse material facts actually known by Agent.

7. Disclosure of Information. An agent, acting as an Owner's Agent, shall disclose to the principal, to a customer or to a Buyer, Exchangor or Tenant all adverse material facts (including but not limited to, structural defects, soil condition, violations of health, zoning or building laws, and nonconforming uses or zoning variances) actually known by agent but agent shall not otherwise disclose any confidential information about the Owner without the Owner's written permission unless disclosure is required by statute, rule, or regulation, or failure to disclose the information would constitute fraudulent misrepresentation. No cause of action shall arise against an agent acting as an Owner's Agent for making any required or permitted disclosure. Confidential information is non public information made confidential by statute, rule, regulation or written instruction from Owner.

8. Disclosure of Motivating Factors. Owner authorizes the disclosure of motivating factors unless initialed here (*Owner's initials* _____).

9. The Listing Period. This Agreement shall begin February 14, 2024, and shall continue through August 14, 2024.

10. Rate and Terms – for Lease. The offering rental shall be \$ _____ per _____ for a period of not less than _____ years and not more than _____ years upon the following terms: Owner (O) or Tenant (T): Gas _____, Water/Sewer _____, Electric _____, Janitor _____, Interior Maintenance _____, Structure _____, Roof _____, Heating, Ventilation and Air Conditioner Maintenance _____, Real Estate Taxes _____, Liability Insurance _____, Property Insurance _____, Common Area Maintenance _____.

11. Price and Terms – for Sale or Exchange. The Listing Price or Exchange Value shall be \$95,000.00 (the "Listing Price") on the following terms: cash or other terms acceptable to Owner. The price and terms shall include all fixtures. The following personal property is also included safe (1), alarm system, ceiling fans (3), desks, dbl car carport smoke alarm system at a price of \$ _____.

12. Title Owner by signing below represents to Agent that owner has marketable title to the Property and it is solely in Owner 's name. Owner agrees to convey marketable title to Buyer by warranty deed evidenced by a policy of title insurance subject to the rights of persons in possession. Furthermore, Owner warrants that he is the Owner of record of the Property, or has the authority to execute this agreement and convey the property at closing.

13. Possession. Possession of the Property can be delivered to Buyer, Exchangor or Tenant on day of closing.

14. Representations and Indemnification. Owner represents that to the best of Owner's knowledge: there are no termites or wood destroying insects or damage therefrom on the premises or in the buildings thereon; there are no known encroachments, unrecorded assessments, adverse material facts, latent (non-apparent) defects, or, local improvements installed, under construction or ordered constructed by public authority affecting this Property except: none

Owner further states that all information given to REALTOR® or its licensees in furtherance of this listing are true and all representations made to the REALTOR® or its licensees are accurate. Owner agrees to indemnify and hold harmless REALTOR® (Listing Company) and any subagents from any claim that may be made against the Listing Company or subagents by reason of the Owner having breached the terms of this paragraph. In addition, Owner agrees to pay attorney fees and associated costs reasonably incurred by Agent to enforce this indemnity.

15. Compensation of REALTOR® – for Lease. Check one:

Owner agrees to pay REALTOR® a cash compensation at the time a lease is executed of 0.000 % of the gross rents for the term of the lease and options, renewals, or extensions thereof up to five (5) years and 0.000 % of the gross rents for any initial term in excess of five (5) years and up to ten (10) years. However, the minimum compensation for any lease will be equal to one (1) month's rent.

Compensation of _____

up to ten (10) years. However, the minimum compensation for any lease will be equal to one (1) month's rent.

- (a) if a lease is executed by a Tenant found who is ready, willing and able to lease the Property, before the expiration date of this listing, by REALTOR®, Owner or any other person at the above price and terms or for any other price and terms the Owner may agree to accept, or
- (b) if this agreement is revoked or violated by the Owner, or if REALTOR® is prevented in completing the lease by existing liens, judgments or suits pending against this Property, or the Owner thereof; or if REALTOR® is unfairly hindered by the Owner in the showing of, or attempting to lease said premises, within said period, or
- (c) if within six (6) months after the expiration date of this listing the Owner makes a lease of said premises to anyone wholly or partly due to REALTOR®'s efforts or advertising, or to anyone to whom Agent has shown the Property during the listing, or
- (d) if after the expiration or termination of this agreement, Owner subsequently lists the Property with ANOTHER Agent, Agent shall provide a written list of active prospects to Owner within fifteen (15) days after expiration of this listing, and Owner shall pay REALTOR® stated commission if a lease is consummated within ninety (90) days after the expiration of this listing to any party or affiliate thereof on this list.

REALTOR® may accept compensation when Agent of licensees affiliated with the REALTOR® other than limited Owner's Agent, serve as Tenant's Agent. In all other case, REALTOR® will not accept compensation from the Tenant, the Tenant's Agent or any entity participating or providing services for the lease of the Property without written consent of the Owner. Compensation shall be due when tenant takes possession. Interest at the rate of 18% per annum shall accrue on all sums unpaid when due from the date due. Under Nebraska law REALTOR® has a right to and may assert a lien for brokerage fees due under this agreement.

16. Compensation of REALTOR® – for Sale or Exchange. In consideration of services to be performed by REALTOR® a commission of 5% per cent of the purchase price or exchange value plus \$_____ payable upon the happening of any of the following:

- (a) If, during the term of the Listing, Owner, REALTOR® 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 Owner agrees to accept or
 - (iii) finds a Buyer or Tenant who is granted an option to purchase or enters into a lease with option of purchase and the option is subsequently exercised, or
 - (iv) finds an Exchangor who is ready, willing and able to exchange for the Property at terms to which Owner agrees to accept (in the event a ready, willing and able Exchangor is procured by REALTOR®, compensation will be based on the "Listing Price" set forth in Section ten (10) of this agreement), or
- (b) If this agreement is revoked or violated by Owner; or
- (c) If REALTOR® is prevented in closing the Sale of this Property by existing claims, liens, judgments, or suits pending against this Property; or Owner thereof, or
- (d) If REALTOR® is unfairly hindered by Owner in showing or attempting to sell or exchange this Property; or
- (e) If within 90 days after the expiration of this Listing Agreement, Owner sells this Property to any person found during the term of this listing, or due to REALTOR®'s efforts or advertising, under this listing Agreement, unless this Property is listed with another agent.

Upon closing of sale, exchange or lease for which REALTOR® earns compensation under this paragraph or the closing of any sale, exchange or lease within the listing period set forth in Paragraph eight (8), Owner hereby irrevocably authorizes and directs Escrow Agent (if closing is handled by Escrow Agent) to pay REALTOR® the commission due as set forth in this agreement from the Owner's proceeds of the sale, exchange or lease. Owner gives to REALTOR® an assignment of proceeds to the extent of the commission due. Owner agrees that the execution by Owner and buyer/exchangor of a contract for sale, exchange or lease of the Property executed during the listing period or transfer of the property is prima facie evidence that REALTOR® is due compensation under the terms of this agreement. Unless otherwise provided Compensation shall be due REALTOR® no later than closing of transfer from Owner to Buyer or Exchangor. Interest at the rate of 18% per annum shall accrue on all sums unpaid when due from the date due. Under Nebraska law REALTOR® has a right to and may assert a lien for brokerage fees due under this agreement.

17. Limitation on REALTOR®'s Compensation. REALTOR® shall not accept compensation from the Buyer or Tenant, Buyer's Agent or Tenant's Agent, or any entity participating in or providing services for the Sale without written disclosure to Owner.

18. Cooperating with other REALTORS®. REALTOR® may accept the assistance and cooperation of other brokers who will be acting as agent for a Tenant or Buyer. REALTOR® may share his/her compensation with licensees representing the Buyer/Tenant (Buyer's/Tenant's Agent). REALTOR® may pay up to 2% percent of its variable compensation to a broker acting for a buyer/tenant. If REALTOR® participates in a local multiple service or commercial information exchange, REALTOR® shall submit the Property to such listing service or exchange and Owner consents thereto.

19. Access to Property and Property information. Owner agrees to give REALTOR® reasonable access to the premises to show prospective Buyers or Tenants and consents to property being shown by a Buyer's/ Tenant's Agent. Owner agrees to provide REALTOR® information regarding the operation of the premises including operating statements, copies of leases and other reasonable items in response to requests of a prospective Buyer doing due diligence.

20. Recordings within the property.

(a) In the event Owner has a recording system in the Property which records or transmits audio, Owner understands that recording or transmitting of audio may result in violation of state and/or federal wiretapping laws. Owner hereby releases and indemnifies REALTOR®, REALTOR'S® designated agents, sub-agents, sales associates, and employees from any liability which may result from any recording or transmitting in the Property.

(b) Owner understands that while potential purchasers viewing the Property should not engage in photography, videography, or videotelephony in the Property without prior written permission, such recordings or transmissions may occur. Owner should remove any items of a personal nature Owner does not wish to have recorded or transmitted. Owner hereby releases REALTOR®, listing sales associates and employees from any liability which may result from any recording or transmission in the Property.

21. Earnest Money. The earnest money paid by a Buyer, Exchangor or Tenant, unless the purchase agreement provides otherwise, shall be deposited in the REALTOR®'s Broker's Account to be held until time of closing. If the REALTOR® is not closing the transaction, the earnest money shall be transmitted to the party closing the transaction at a time to be determined by the REALTOR®.

22. Forfeiture of Earnest Money. In the event of forfeiture of earnest money made by a prospective Buyer, Exchangor or Tenant, the monies received shall first be used to pay sums expended by REALTOR® in marketing the premises and the remainder shall be paid one half to REALTOR® up to but not exceeding the amount due if the Buyer, Exchangor or Tenant did not default and the remainder to the Owner.

23. Cost of Services. Except as immediately above, REALTOR® shall bear all expenses incurred by REALTOR®, if any, to market the Property and to compensate cooperating brokers, if any. REALTOR® will not obtain or order any products or services to be paid by Owner unless Owner agrees. REALTOR® shall not be obligated to advance funds for the benefit of Owner.

24. Maintenance of the Property. Owner agrees to maintain and keep the building including heating, air conditioning, water heater, sewer, plumbing and electrical systems and any fixtures in good and reasonable working condition until delivery of possession. Owner agrees to maintain the lawn and promptly remove snow from sidewalks and driveways during the listing period. Owner further agrees to hold REALTOR® harmless from and all causes of action, loss, damage, or expenses REALTOR® or its licensees may be subjected to arising in connection with this section. Owner also agrees that REALTOR® shall not be responsible for maintenance of the Property.

25. Nondiscrimination. Owner and REALTOR® agree not to discriminate against any prospective Buyer, Exchangor or Tenant because of Buyer, Exchangor or Tenant's race, color, sex, religion, familial status, handicap, or national origin.

26. Tenant Acceptance. If applicable, REALTOR® will use reasonable and ordinary means to investigate and screen prospective Tenants; however, REALTOR® does not guarantee the faithful performance nor the payment of rent by such Tenants after they have been accepted by the Owner.

27. Escrow Closing. Owner agrees that the closing of any sale or exchange made by REALTOR® may be handled by an Escrow Agent at Owner's cost or as otherwise set forth in purchase agreement. Owner agrees to the transfer of earnest money to the Escrow Agent.

28. Signs Permitted. Owner gives permission to REALTOR® to place signs such as a "For Sale/Lease" or a "Sold" on the Property and to use a "Lock Box".

29. Protection of Valuables. REALTOR® is not responsible for items which are lost or stolen during showings. Owner is responsible for placing all valuables in a safe and concealed location when preparing the Property for showings.

30. Authorization of Advertising and Release of Photographic Information. REALTOR® and its agents may advertise/market the property in any media, including radio, newspaper, TV, the internet, electronic media and computer information networks and may use digital, video or photographic images and/or representations of the Property (along with incidental images of personal property therein) for the purpose of advertising or sales promotion. Owner forever releases REALTOR® and its employees and agents from all claims of any kind and nature which arise out of or are connected to such use and grants REALTOR® and its employees and agents a reasonable time to remove such advertising after termination of listing or closing.

31. Internet Display of Property Information. Any property placed into the Multiple Listing Service or Commercial Information Exchange may be displayed on the Internet, except as limited by the Owner in the following particulars:

- a. [if checked] _____ Owner has advised REALTOR® that Owner does not want the listed property to be displayed on the Internet.
- b. [if checked] _____ Owner has advised REALTOR® that Owner does not want the address of the listed property displayed on the Internet. Owner understands and acknowledges that if Owner has selected option "a" above, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search. If Internet display is allowed:
Owner [_____] shall [] shall not allow third parties to write comments or reviews about the listing or display a hyperlink to the comments or reviews in conjunction with the listing;
Owner [_____] shall [] shall not allow the display of an automated estimate of the market value of the listing or hyperlink to such estimate in conjunction with the listing.

32. Release of Information. Owner agrees to provide and authorizes REALTOR® to obtain any information relating to leases, rents, operating income or expenses, utility expenses and all pertinent information regarding the present mortgage(s) or Deed(s) of Trust on this Property including existing balance, interest rate, monthly payment, balance in escrow account and pay off amount. Owner authorizes the dissemination of sales information including selling price and terms after closing of the transaction.

Owner forever releases REALTOR® and its employees and agents from all claims of any kind and nature which arise related to the Property. Owner hereby grants to REALTOR® and its agents an irrevocable, non-exclusive, and fully sub-licensable right (through multiple tiers) to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform and display any such information, in whole or in part, in other works in any form, media, or technology now known or later developed. If, and to the extent Owner retains any copyrights or other ownership rights in or to the information despite this assignment, Owner waives and agrees never to assert any such rights against REALTOR® or its agents, employees, successors, licensees or customers.

33. Compliance with Law. Owner agrees to bring the property into compliance with the law as required for the sale of the property unless otherwise lawfully delegated to the Buyer, Exchangor or Tenant in the purchase agreement.

34. Modification of this Listing Agreement. No modification of this Listing Agreement shall be valid, unless made in writing and signed by all parties.

35. Mediation and Arbitration

- (a) **Disputes.** The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the construction, interpretation, enforcement, or breach of the terms of this Listing Agreement or the actions or performance of Owner or REALTOR® or its agents or employees in the sale or leasing of the Property.
- (b) **Mediation.** In the event of any Dispute, any party to the Dispute may seek non-binding mediation in an attempt to resolve the dispute by giving fifteen (15) days written notice of a request for such mediation to all other parties to the Dispute. The request for mediation must be made within three hundred sixty (360) days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the Dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the Dispute would have run. Such mediation shall be held in Lincoln, Nebraska. Such mediation shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative).
- (c) **Arbitration.** Any Dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be held in Lincoln, Nebraska. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules-Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty (360) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the Dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a Dispute, the demand for arbitration shall be made within sixty (60) days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the Dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorneys fees to the prevailing party.
- (d) **Provisional Remedies.** The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.
- (e) **Exclusions.** The terms of this Paragraph thirty-five (35) shall not apply to:
 - (i) Foreclosure or other action or proceeding to enforce a deed of trust, mortgage or land contract; or
 - (ii) The filing or enforcement of a construction or similar lien.
- (f) **Waiver.** BY SIGNING THIS LISTING AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR OWNER, SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY.

35. Entire Agreement. This Listing constitutes the entire agreement between REALTOR® and Owner and any prior negotiations or agreements, whether oral or written, are not valid unless set forth in this Listing. Owner, Seller and exchangor shall mean the same where ever appropriate in the contract to meet the intentions of the parties when entering the contract.

36. Copies of Agreement. Receipt of a copy of this Listing Agreement is acknowledged.

37. **IF CHECKED SEE ATTACHED DOCUMENT.**

38. **Other:** _____

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Signed this 14th day of February, 2024.

Marcia Vogel
(Name of Agent or Firm)

604 Flack Avenue Alliance, NE 69301
(Address & Phone Number)

By Marcia Vogel 2/14/24
(Agent's signature) (Date)

Bradley H Williams, Janice Sue Williams
(Name of Owner(s) Typed or Printed)

[Signature] 2/14/24
(Owner Signature/SS# Fed ID#) (Date)

[Signature] 2-14-24
(Owner Signature/SS# Fed ID#) (Date)

1630 Colorado Avenue
(Owner(s) Address)

Alliance NE 69301
(City) (State) (Zip)

(308) 760-4863 (308) 760-3973
(Residents) (Owner Phone) (Business)