



202 East 3rd St. Ogallala, NE 69153
308-284-2100
www.fullerrealty.net

REAL ESTATE CO MARKETING AGREEMENT

Parties to the agreement:

Kyle Schow *02/08/2024 11:57 AM*
----- Owner

Cheryl Schow *02/08/2024 11:56 AM*
----- Owner

Kyle Schow *02/08/2024 11:58 AM*
----- Listing Broker

Linda Fuller *02/08/2024 01:35 PM*
----- Co Marketing Broker

The undersigned owners of the property legally described as:

A 31+/- acre tract in the West 1/2 of 25-12-35 Perkins, CO Nebraska

Address: 76955 Road 351 Paxton, NE 69155

With the above named Brokers agreeing thereto consent to the following marketing agreement terms and conditions, in addition to our superseding those relevant terms and conditions to which the Listing Broker and Owners may have previously agreed. This Co-Marketing Agreement must contain the signatures of the Listing Broker, and ALL OWNERS named in the Listing Broker’s Listing Agreement.

PURPOSE OF AGREEMENT: The purpose of this Agreement is to provide the Listing Broker and Owners with an additional resource for marketing the above-described real estate. It is clearly

understood by ALL parties that the Co-Marketing Broker will be acting as an AGENT FOR THE BUYER and will NOT be acting as Agent for the Seller.

MARKETING: Owners and Listing Broker agree to allow Co-Marketing Broker to use all marketing efforts available to them to advertise the listing including submitting the listing on Co-Marketing Broker's website and having it marketed through their system, which will also place the listing on numerous national marketing sites. It is further agreed that any advertising materials prepared by Listing Broker will not be altered in any way by Co-Marketing Broker without the express written consent of the Listing Broker.

COMPENSATION: It is understood that the Listing Broker's Agreement with the Owners is an Exclusive Right to Sell Agreement with a commission equal to 5% of the gross selling price and will be paid to the Listing Broker at closing. Compensation to Co-Marketing Broker will be based on the commission noted above and shall remain the same regardless of any modifications to the Listing Agreement agreed to by Listing Broker and Owners. Any modifications to the Listing Agreement during the term of the Co-Marketing Agreement shall be submitted to the Co-Marketing Broker within 48 Hours.

If Co-Marketing Broker procures an offer in writing that Owners agree to and accept, Co-Marketing Broker will receive fifty percent (50%) of the TOTAL commission paid to Listing Broker from Owners upon successful closing of the transaction. The closing of the transaction will be handled by the Listing Broker. All earnest money collected by Co-Marketing Broker will be transferred to Listing Broker.

In the event that any OTHER Broker or Agent (co-op Broker) not named in this Agreement sells the property through their efforts to a buyer who was not referred to them from either the Broker or Co-Marketing Broker, then the Broker will pay them 40% of the Total Commission from Owners upon the successful closing of the transaction. In this event, the Listing Broker will collect the earnest deposit money and the closing will be assigned to an escrow closing agent. Then the Listing Broker and the Co-Marketing Broker will split the remaining 60% commission 50/50 upon closing.

MARKETING PERIOD: The marketing period of the Agreement shall be from the effective date of the last date appearing next to the party's signature below through the last of the Listing Broker's Listing Agreement term with the seller, which is 2-5-2024 through 8-5-2024.

Owner: Kyle Schow 02/08/2024 11:58 AM

Owner Cheryl Schow 02/08/2024 11:57 AM

Listing Broker Kyle Schow 02/08/2024 11:58 AM

Co-Marketing Broker Linda Fuller 02/08/2024 01:36 PM