

**Exclusive Right-To-Sell Listing Agreement  
(Land Only)**

In consideration of the services rendered by the Listing Broker ("Broker") named below, the undersigned seller ("Seller") exclusively lists the property as described below ("Property") for the purpose and on the terms herein stated:

1. **Effect of Listing Agreement.** By designating Broker as exclusive broker, Seller agrees to work through Broker for the sale, option or exchange (collectively "Sale") of the Property and to refer to Broker all inquiries received from real estate brokers, sales persons, prospective buyers, and from any other source during the time this Listing Agreement is in effect (and during time this Listing Agreement is automatically extended while Property may be under contract) ("Sale Pending"). Any compensation, which is conditioned upon the Sale of Property shall be earned by the Broker as set forth herein without discount or allowances for any efforts made by the Seller or by any representative of the Seller in connection with the Sale of the Property.
2. **Sale.** "Sale of Property" or "Sale" means the voluntary transfer or exchange of any interest in the Property, including, without limitation, a contract, option, exchange or sale.
3. **Legal Description.** The Property is described as follows: Lot (s) \_\_\_\_\_ Block(s) \_\_\_\_\_  
Addition \_\_\_\_\_ Oak Tree \_\_\_\_\_ City \_\_\_\_\_ Atoka \_\_\_\_\_  
County \_\_\_\_\_ Atoka \_\_\_\_\_, Oklahoma, or as described by metes and bounds legal description as follows: (if lengthy, attach legal)  
**LOTS 1 -3, 5 - 6,9 (LESS BEG NE/C OF LOT 9, S01\*00'54"E 226.88', S82\*02'30" W 192', N01\*00'54"W 226.88', N82\*02'30"E 192' TO POB) OAK TREE SUBDIVISON OF ATOKA COUNTY SEC 29-2S-11E**

which street address is:

S. Oak Tree Atoka, Ok.

Zip Code 74525

- Property includes mineral rights
- Property does not include mineral rights
4. **Listing Price.** Seller lists Property for \$ \_\_\_\_\_ the ("Listing Price") and agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller understands that certain expenses will be included in the Sale.
  5. **Duration of This Agreement.** This Listing Agreement shall commence on 9/5/2023 and shall continue until the earlier of the following:
    - A. The completion of the Sale of the Property by Seller;
    - B. Midnight 3/5/2024, provided, however, this date shall be extended to the "Closing Date" provided in any Contract of Sale entered into during the term of this Listing Agreement or during the Extended Period (as defined in paragraph 7 (D));
    - C. The mutual written consent of the parties of this Agreement to terminate the Listing Agreement.
  6. **Compensation to Broker:**
    - A. **Compensation.** In consideration of the services to be performed by Broker, Seller shall pay the Broker as follows:
      - i) 6 % of the gross sales price of the Property;  
OR \$ \_\_\_\_\_ (the "Sale Compensation" or "Compensation")
    - B. **Earned Compensation.** Compensation shall be earned when any of the following occurs during the term of

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this Listing Agreement.

- i) Any Sale of the Property by Seller to anyone at any price on any terms;
- ii) Broker, or in cooperation with another broker, finds a Buyer who is ready, willing and able to buy, option or exchange the Property at the Listing Price or for any other price acceptable to Seller; or
- iii) Seller breaches this Listing Agreement, including, without limitation, the removal or withdrawal of the Property or any portion of the Property from the market and then contributes, conveys or transfers the Property or any interest therein to a partnership or other entity during the term of this Listing Agreement.

C. **Payable Compensation.** When Compensation is earned it is payable, either during the term of this Listing Agreement or after its expiration or termination, at the earlier of:

- i) The closing of any Sale of the Property;
- ii) Seller's refusal to sell the Property after the Sale Compensation has been earned;
- iii) Seller's breach of this Listing Agreement; or
- iv) At such time as otherwise set forth in this Listing Agreement.

D. **Extension Period.** Within 10 (10 if left blank) days after the termination or expiration of this Listing Agreement, the Broker shall submit to the Seller, in writing, the names of all Registered Buyers ("Registered Buyer"). A Registered Buyer is any buyer to whom the Broker has shown the Property, who has been informed by Broker of the Listing Price or with whom Broker has negotiated concerning the Property. If within 90 (90 if left blank) days (the "Extension Period"), Seller enters into a contract for the Sale of the Property to a Registered Buyer, Seller shall pay Broker an amount equal the Sale Compensation. If the Seller lists the Property upon termination or expiration of this Listing Agreement with another licensed real estate broker, this extension of time period above and this subparagraph shall not apply.

E. **Other fees.** If a Buyer with whom Seller has entered into a contract for the Sale of the Property during the term of this Listing Agreement breaches such contract, and Seller receives earnest money or a portion thereof as liquidated damages, Seller will pay Broker the lesser of one-half of such amount of the Sale Compensation. Any amount paid under this subparagraph is in addition to any amount that Broker may be entitled to receive from any subsequent Sale of the Property.

7. **Disclosures And Documentation Required From Seller:** Seller shall provide Buyer with disclosures and notices as relating to the Property. Seller must complete, sign and date disclosures to the best of Seller's actual knowledge. Seller authorizes Broker to provide prospective buyers and other brokers with copies of all disclosures or notices.

A. Seller shall promptly notify Broker and amend the applicable disclosures and notices if the documents become out-dated or inaccurate, or if Seller becomes aware of any defect including without limitation, any defect known after an inspection.

B. Seller acknowledges that the Broker has a duty to disclose to any buyer any defects in the Property actually known to the Broker.

C. **Seller will protect, defend, indemnify and hold the Broker and its affiliated licensees as well as other broker(s) and its affiliated licensees harmless from any and all damages, costs, attorney fees or expenses arising from Seller's failure to disclose any defect of which Seller had actual knowledge or information as required by law or communication of any incorrect information to Broker and its affiliated licensees, other broker(s) and its affiliated licensees or to any prospective buyers.**

E. Seller may provide a pin survey or mark the boundaries of the Property, or provide a drawing of the Property within 10 days of listing date.

8. **Broker Defined.** The term "Broker" includes all broker associates, sales associates or provisional sales associates who are authorized to sign this Agreement on behalf of the Broker.

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### 9. Disseminating Listing and Sales Information.

A. Broker is authorized to file listing information about the Property with the Multiple Listing Service (the "MLS") or other listing-type services with whom the Broker is affiliated. Broker is a member of \_\_\_\_\_

or other listing service of \_\_\_\_\_.

B. Seller authorizes Broker to place information and, if applicable, photographs of the Property on the Internet either directly or through a program of the MLS, other listing services, Broker's Website or service providers who service Internet promotions of listings.

C. Seller acknowledges that upon the closing of a Sale of the Property, Broker is required to submit information about the Property, sales price of the Property and contract terms to the named MLS or other service provider for publication to subscribers (other brokers, other real estate professionals and appraisers) for market evaluation or for appraisal purposes (any information or data, including information about a Sale, becomes the property of the named MLS [or other service provider] for all purposes).

### 10. Access to the Property.

A. Authorizing Access. Seller grants permission for persons designated by Broker to enter the Property, disclosing any security codes affecting the Property to such person and lending a key to the Property to such person either directly or through a Key Box. To facilitate the showing and Sale of the Property, Seller authorizes Broker and its affiliated licensees, other brokers and its affiliated licensees, inspectors, appraisers and repair persons access to the Property at reasonable hours.

B. Key Box Notice. It may be advantageous to use a Key Box on gates to the Property. A Key Box is a locked container with a key placed inside and located on the Property to make it more convenient for the persons with authorized access described in paragraph above. The Key Box may be opened by persons possessing a special combination, key, electronic key or a programmed access card. These persons may enter the Property, even in the Seller's absence. The use of the Key Box will probably increase the number of showings, but may involve risks such as unauthorized entry or theft. Seller is advised to discuss the advantages and disadvantages of the Key Box with Broker, Sellers, insurance agent or your attorney.

i) **Broker (Check one):**  is \_\_\_\_\_ is not authorized by Seller to place a Key Box containing a key to the Property on the Property.

ii) **If Property is occupied by a tenant/lessee during the time of this Listing Agreement, Seller will provide Broker a written statement, signed by all tenants/lessees, authorizing the use of the Key Box. Broker may remove any Key Box from the Property.**

iii) Seller acknowledges and understands that neither the Key Box system nor any other component of the Key Box system is intended or designed as a security device.

iv) **Seller will protect, defend, indemnify and hold Broker and its affiliated licensees, other broker(s) and its affiliated licensees harmless from any damages or claims arising from authorizing access to the Property or the use of the Key Box including, but not limited to, damages to or loss of real or personal property or personal injury not caused by Broker's negligence. Seller assumes all risk of any loss, damage and injury.**

11. Broker's Authorization. Broker and its affiliated licensees are not authorized to execute any document in the name of or on behalf of Seller with respect to the Property. Seller authorizes the Broker or otherwise agrees and confirms to the following:

A. Broker shall advertise the Property by means and methods as Broker determines.

B. Broker shall place a "For Sale" sign on the Property, and Seller shall remove all other signs offering the Property for sale.

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- C. Seller, at Seller's expense, shall turn on or leave on until closing or termination of this Listing Agreement all utilities (providing that type of Property listed can be serviced with utilities) or have a service person do so in order to show Property or to permit inspection of the Property.
  - D. Broker will accept earnest money and deposit the earnest money in Broker's trust account in accordance with terms of a contract for Sale of the Property unless the terms of contract may dictate that another party will hold the earnest money.
  - E. Broker may furnish sales information about other properties to any prospective buyer.
  - F. Broker will disseminate information about the Property to seek assistance from and offer compensation to other brokers providing services to buyers.
  - G. Broker will be provided all information pertaining to any present mortgage(s) on the Property from any holder of any note secured by a lien on the Property or any mortgage service company. If financing is offered in this Sale for Buyer to assume Seller's mortgage(s), Broker may furnish information to Buyer pertaining to the mortgage balance. Mortgage and lien information may be released to title company closing the Sale, and Seller will provide escrow closing agent with Seller's social security or Taxpayer's Identification Number, whichever is applicable.
  - H. Broker is not responsible for the information received by Seller regarding balances on existing mortgages and liens used in preparation of estimated closing costs.
12. **Seller's Representations.** Seller represents that:
- A. Seller represents that the Property (check one)  is NOT subject to a special assessment, or  is subject to a special assessment of which \$ \_\_\_\_\_ is unpaid.
  - B. Seller has fee simple title to and possession of the Property and its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property.
  - C. Seller is not now a party to a listing agreement with another broker for sale, exchange, option or lease of the Property.
  - D. No person or entity has any right to purchase, lease or acquire the Property by way of an option, right of first refusal, contract to purchase or other agreements.
  - E. Seller will provide Broker with copies of all leases, rental agreements and rental deposits, if any, pertaining to the Property and advise Broker of any tenants moving in or out of the Property. If the Property is occupied, the tenants have been advised by Seller's grant of authority to enter the Property.
  - F. There are no delinquencies or defaults under any mortgages or other encumbrance on the Property.
  - G. The Property is not subject to probate proceedings, foreclosure, divorce proceedings or the jurisdiction of any court.
  - H. Seller will cooperate fully in good faith with Broker to facilitate the showing and marketing of the Property and will not negotiate with any prospective buyer who may contact Seller directly.
  - I. Property (check one)  is not subject to a mandatory property owners' association, or  is subject to a mandatory property owners' association with annual dues in the amount of \$ \_\_\_\_\_ payable to:

Road Maintenance Agreement Fee\$ \_\_\_\_\_ Fire District Fee\$ \_\_\_\_\_ Private Utility District Fee\$ \_\_\_\_\_

- J. Property (check one)  is not, or  is in an historical preservation district.
- K. Seller will make available the existing abstract of title to the Property when the Property is under Pending Sale.
- L. Seller represents that all information pertaining to the Property provided to the Broker is true and correct, and Seller will notify Broker in the event of any changes to this information and representation.

## 13. Other Seller's Authorization.

- A. In response to Buyers or cooperating brokers, the Listing Broker and affiliated licensees may disclose, with Seller's approval, the existence of offers on the Property. Where disclosure is authorized, Broker shall also disclose whether offers were obtained by listing licensee, another licensee in the listing firm or by a

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cooperating broker.

Check One: x May Disclose Offers May NOT Disclose Offers

B. The cooperating broker or his/her representative has the right to participate in the presentation to the seller of any offer the cooperating broker secures to purchase. The cooperating broker does not have the right to be present at any discussion or evaluation of that offer by the seller and the listing broker. However, if the seller gives instructions to the listing broker that the cooperating broker not be present when an offer his/her cooperating broker secured is presented, the cooperating broker has a right to a copy of the seller's written instructions. None of the foregoing will diminish the listing broker's right to control the establishment of appointments for such presentation.

Check One: May Present Offer: x May NOT Present Offer:

- 14. 1031 Tax Deferred Exchanges: Seller is not contemplating a 1031 Tax Deferred Exchange. Seller understands there may be legal or tax implications in contemplating a 1031 Tax Deferred Exchange. If Seller is contemplating a 1031 Tax Deferred Exchange, Seller is encouraged to consult legal and/or tax advisors.
15. Seller's Indemnification. Broker is not responsible for managing, security or inspection of the Property. Broker is not responsible or liable for personal injury to any person or loss or damage to any person's real or personal property from i) acts of third parties; ii) vandalism; iii) theft; iv) freezing water pipes; v) dangerous condition on the Property; vi) Property's non-compliance with any law or ordinance; and vii) any act or omission not caused by Broker's negligence. Seller agrees to protect, defend, indemnify and hold Broker and its affiliated licensees harmless from any liability for which Broker is not responsible under this Agreement.

16. Additional Provisions.

- 17. Default. If Seller breaches this Listing Agreement, including but not limited to Sale of the Property without Broker's knowledge and consent, Seller is in default and will be liable to Broker for the amount of compensation specified in this Listing Agreement. If the Broker breaches this Listing Agreement, Broker is in default and Seller may exercise any remedy at law.
18. Mediation. Any dispute, arising between the Seller and the Broker with respect to this Listing Agreement, shall first be submitted to a dispute resolution mediation system servicing the area the Property is located.
19. Attorneys' Fees. If Seller or Broker is a prevailing party in any legal proceeding as a result of a dispute under this Listing Agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorneys' fees.
20. Acknowledgment. Seller acknowledges receipt of State of Oklahoma Uniform Contract Information Pamphlet (applicable only if required in the type of listing), Estimate of Costs associated with the selling the Property, Disclosure of the Broker Relationship as attached and a copy of the Listing Agreement.
21. Entire Agreement. This Listing Agreement and any Addenda contain the entire agreement between the parties and may not be changed except by written agreement.
22. Assignability. This Listing Agreement may not be assigned by either party without the written approval of the other party.
23. Binding Effect. This Listing Agreement is binding upon and shall inure to the benefit of the parties hereto, their respective personal representative, heirs, successors and permitted assigns.
24. Joint and Several. All Sellers executing this Listing Agreement are jointly and severally liable for the performance of all its terms of the Listing Agreement.
25. Governing Law. The laws of the State of Oklahoma govern the interpretation, validity, and performance of all

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the terms of the Listing Agreement.

26. **Severability.** If any clause in this Listing Agreement is found to be invalid or unenforceable by a court of law, the remainder of this Listing Agreement will not be affected and all other provisions of this Agreement will remain valid and enforceable.
27. **Counterparts.** If more than one person is named as Seller, this Listing Agreement may be executed by each Seller individually, and when so executed, such copies taken together shall be deemed to be a full and complete agreement between the parties.
28. **Additional Notices.**
- A. Compensation or the sharing of fees between the brokers is not fixed, controlled, recommended, suggested or maintained by any Association of REALTORS®, any MLS or any listing service. Compensation is determined by individual brokerage firms.
  - B. Fair housing laws require the Property to be shown and made available for sale to all persons without regard to age, race, color, religion, sex, handicap, familial status or national origin.
  - C. Seller agrees that upon the acceptance of a contract by Seller, Broker shall have no duty thereafter to submit subsequent written bonafide offers for the purchase of the Property unless such contract specifically provides otherwise or the transaction described in such contract does not close.
  - D. Broker cannot give legal advice. Upon signing below, this is a legally binding agreement. If you do not understand the effect of this Listing Agreement, consult your attorney BEFORE signing.

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Executed by Seller on this day 5 of September 2023

Seller's Telephone (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

(Cell) \_\_\_\_\_ (Fax) \_\_\_\_\_

(E-mail) \_\_\_\_\_

Seller's Address (If other than Property) \_\_\_\_\_ OK

Seller's Company/Firm (if applicable): \_\_\_\_\_

Carol Clemens  
Seller (Print)

Carol Clemens  
Seller (Signature)

Seller (Print)

Seller (Signature)

Executed by Broker on this day 5 of September 2023

4T Land Group, LLC.  
Broker (Company)

Tabitha Richardson  
Broker or Associate (Signature)

Telephone: (580) 239-1915

Telephone: (580) 239-0169

Email TabithaRichardson4@yahoo.com

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