



BASE CAMP COUNTRY
REAL ESTATE



PRIVATE REAL ESTATE LISTING AGREEMENT

To Base Camp Country Real Estate Inc. (or BCCRE):

Date: 1-27-2024

This Agreement shall start on 1-27-2024, 20____ ("Effective Date") and end on 1-27-2025, 20____ at 12:00 midnight ("Listing Period"), unless the expiration date is extended in writing.

Property Address: ~~2322 S 50 E~~ 5332 S boundary Pike City: Portland State: Indiana
 Zip Code: 47371 Township: Pike

Legal description(s) or parcel ID numbers:

38-11-15-100-009.000-029 (@61 acres to be surveyed)

The listing price shall be: \$671,000

This is an exclusive right to sell listing and the broker shall be entitled to any compensation established within this contract payable upon the occurrence of any of the following:

1. At the time of the property being sold or exchanged to any person during the timeframe of this contract or during a signed extension of the original contract
2. If the seller defaults on an agreed to and signed purchase agreement
3. If the broker presents a full price offer from a willing and able qualified buyer
4. If the property is sold to any party who was procured by the efforts of the listing broker and any cooperating broker within 180 days after the termination of this contract. Within 7 days of the conclusion of this contract the agent will provide seller with the list of potential buyers that were procured as part of their marketing efforts. If the property is sold to any potential buyer from this list within the 180 protection period, seller agrees that commission is earned.

Seller shall pay in U.S. Dollars to broker for services a total commission of 6.5 % of the selling price of the subject property.

If an option to purchase is presented, the seller agrees to compensate broker 6.5 % of the consideration paid for the option to purchase.

In the event Purchasers breach an accepted "Purchase Agreement for Real Estate" and fail or refuse to close, and the Purchaser's earnest money deposit is forfeited, said earnest money deposit will be disbursed to Seller and Broker on a fifty-fifty (50/50) basis with the Broker's 50% portion not to exceed the amount the real estate commission would have been if the sale had closed.

Selling this property is of prime importance and to do so we recognize that you will do extensive marketing. This may result in brokers becoming involved who are not members of your organization, and these outside brokers will want to co-broker if they furnish a purchaser who buys my property. If you need to co-broker with outside brokers, I hereby authorize you to split the above-mentioned commission percentage with your firm and the co-brokering broker, with the commission percentage in this case being 2.5 %.

Exceptions: na

Having been informed that some potential buyers may employ the services of their own agent/broker (also known as Buyer Broker/Agent), authority is granted to show property and make it available to Buyer Brokers/Agents; if such is within your company's policy. In the event such a Buyer Broker/Agent procures a buyer, you are authorized to pay a portion of the commission to the Buyer Broker/Agent.

I acknowledge that from time to time you or other real estate licensees represent both the buyer and the seller (LIMITED AGENCY) in a transaction, but only after a disclosure is made and an informed consent is granted. If the consent from me is verbal, it shall be confirmed in writing at the time the purchase agreement is submitted. When acting as a dual agent, there is a limitation on your or other real estate licensees' ability to represent either party fully and exclusively. For example, information obtained within the confidentiality and trust of the fiduciary relationship with one party must not be disclosed to the other party.

I agree to make arrangements so that you may show the property to prospective purchasers, including the interior of the dwelling(s) during reasonable hours. You are hereby given permission to erect a "For Sale" sign on said property.

Upon receipt of a deposit and signed agreement by purchaser to purchase said property upon the price and terms herein outlined, I agree to execute such agreement, and as soon as possible thereafter furnish a complete abstract of title or obtain the issuance of an owner's policy of title insurance, and convey a marketable title to said property. Possession of the property to be given when sale is consummated or at any time mutually agreed upon between the buyer and seller. Exceptions: na

Other terms:

na

As Seller I hereby certify that all defects or environmental problems that exist on this property and of which I am aware are listed below and/or on the back side of this listing agreement. It is further agreed as follows:

na

I AUTHORIZE THE FARM SERVICE AGENCY TO RELEASE AERIAL PHOTOGRAPHS, CONSERVATION RESERVE PROGRAM CONTRACTS AND PAYMENT INFORMATION, CORN, SOYBEAN, AND WHEAT BASE AND YIELD INFORMATION, DIRECT PROGRAM PAYMENT INFORMATION, COUNTER CYCLICAL PROGRAM PAYMENT INFORMATION AND ACRE PROGRAM PAYMENT INFORMATION PERTAINING TO MY/OUR FARM TO Dean Brandt OR BASE CAMP COUNTRY REAL ESTATE, INC.

Base Camp Country Real Estate, Inc. and its employees will not discriminate in any form on the basis of race, color, religion, national origin, sex, marital status, familial status, mental or physical handicap.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be signed manually or by any electronic signature complying with the U.S. Federal E-SIGN Act of 2000, and the parties hereby consent to conduct this transaction using electronic means. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Executed in duplicate and I hereby acknowledge receipt of a copy hereof. If more than one joins in the execution hereof as owner, the relative words used herein shall be read as if written in plural. This contract is binding also upon the Sellers' heirs, administrators, executors, or assigns.

Seller

Signature: Nancy J. Hudson
Printed: Nancy J. Hudson
Date: 1-27-2024

Seller

Signature: _____
Printed: _____
Date: _____

Accepted by:

Base Camp Country Real Estate, Inc.

Listing Broker

Signature: [Signature]
Printed: Dean Brandt
Date: 1-27-2024

Managing Broker

Signature: [Signature]
Printed: Dean Brandt
Date: 1-27-2024



**Base Camp Country Real Estate, Inc
10412 Allisonville Road Suite 109
Fishers, IN 46038**

Agent Representation Policies – Indiana

"Client" means a person who has entered in an agency relationship with a licensee.

"Customer" means a person who is provided services in the ordinary course of business by a licensee but is not a client.

Seller's Agent

A licensee representing a seller has the following duties and obligations:

- (1) To fulfill the terms of the agency relationship made with the seller or.
- (2) To disclose the nature of the agency relationship with the seller, and redefine and disclose if the relationship changes.
- (3) To promote the interests of the seller by:
 - (A) seeking a price or lease rate and contract terms satisfactory to the seller; however, the licensee is not obligated to seek additional offers to purchase or lease after an offer to purchase or lease has been accepted by the seller, unless otherwise agreed between the parties;
 - (B) presenting all offers to purchase or lease to and from the seller immediately upon receipt of the offers regardless of whether an offer to purchase or lease has been accepted, unless otherwise directed by the seller;
 - (C) disclosing to the seller adverse material facts or risks actually known by the licensee concerning the real estate transaction;
 - (D) advising the seller to obtain expert advice concerning material matters that are beyond the licensee's expertise;
 - (E) timely accounting for all money and property received from the seller;
 - (F) exercising reasonable care and skill; and
 - (G) complying with the requirements of this chapter and all applicable federal, state, and local laws, rules, and regulations, including fair housing and civil rights statutes, rules, and regulations.
- (b) A licensee representing a seller may not disclose the following without the informed written consent of the seller:
 - (1) That a seller will accept less than the listed price or lease rate for the property or other contract concessions.
 - (2) What motivates the seller to sell the property.
 - (3) Any material or confidential information about the seller unless the disclosure is required by law or where failure to disclose would constitute fraud or dishonest dealing.

(c) A licensee representing a seller owes no duties or obligations to the buyer except that a licensee shall treat all prospective buyers honestly and shall not knowingly give them false information.

(d) A licensee shall disclose to a prospective buyer adverse material facts or risks actually known by the licensee concerning the physical condition of the property and facts required by statute or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the property by the buyer. A licensee representing a seller owes no duty to conduct an independent inspection of the property for the buyer or to verify the accuracy of any statement, written or oral, made by the seller, or an independent inspector. This subsection does not limit the obligation of a prospective buyer to obtain an independent inspection of the physical condition of the property. A cause of action does not arise against a licensee for disclosing information in compliance with this section.

(e) A licensee representing a seller may:

(1) show alternative properties not owned by the seller to a prospective buyer or tenant and may list competing properties for sale or lease without breaching any duty or obligation to the seller; and

(2) provide to a buyer services in the ordinary course of a real estate transaction and any similar services that do not violate the terms of the agency relationship made with the seller.

Buyer's Agent

A licensee representing a buyer or tenant has the following duties and obligations:

(1) To fulfill the terms of the agency relationship made with the buyer.

(2) To disclose the nature of the agency relationship with the buyer and redefine and disclose if the relationship changes.

(3) To promote the interests of the buyer by:

(A) seeking a property with a price or lease rate and contract terms satisfactory to the buyer; however, the licensee is not obligated to locate other properties to purchase or lease while the buyer is under contract to buy property, unless otherwise agreed between the parties;

(B) presenting all offers to purchase to the buyer immediately upon receipt of an offer regardless of whether the buyer is already under contract to buy, unless otherwise directed by the buyer;

(C) disclosing to the buyer adverse material facts or risks actually known by the licensee concerning the real estate transaction;

(D) advising the buyer to obtain expert advice concerning material matters that are beyond the licensee's expertise;

(E) timely accounting for all money and property received from the buyer;

(F) exercising reasonable care and skill; and

(G) complying with the requirements of this chapter and all applicable federal, state, and local laws, rules, and regulations, including fair housing and civil rights statutes, rules, and regulations.

(b) A licensee representing a buyer shall not disclose the following without the informed consent, in writing, of the buyer:

(1) That a buyer will pay more than the offered purchase price for the property or other contract concessions.

(2) What motivates the buyer to buy the property.

(3) Any material or confidential information about the buyer unless this disclosure is required by law or where failure to disclose would constitute fraud or dishonest dealing.

- (c) A licensee representing owes no duties or obligations to the seller except that a licensee shall treat all prospective sellers honestly and not knowingly give them false information.
- (d) A licensee representing a buyer owes no duty to conduct an independent investigation of the buyer's financial ability to perform for the benefit of the seller or to verify the accuracy of any statement, written or oral, made by the buyer, or a third party.
- (e) A licensee representing a buyer or: (1) show properties in which the buyer is interested to other prospective buyers and may show competing buyers or tenants the same property or assist other buyers or tenants in purchasing a particular property without breaching any duty or obligation to the buyer; and
- (2) provide to a seller services in the ordinary course of a real estate transaction and any similar services that do not violate the terms of the agency relationship made with the buyer.

Limited Agent

A limited agent means a licensee who, with the written and informed consent of all parties to a real estate transaction, represents both the seller and buyer. This is verified by documentation that includes:

- (1) A description of the real estate transaction or types of real estate transactions in which the licensee will serve as a limited agent.
- (2) A statement that in serving as a limited agent, the licensee represents parties whose interests are different or even adverse.**
- (3) A statement that a limited agent shall not disclose the following without the informed consent, in writing, of the parties to the real estate transaction:
- (A) Any material or confidential information, except adverse material facts or risks actually known by the licensee concerning the physical condition of the property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the property by the parties.
- (B) That a buyer will pay more than the offered purchase price or offered lease rate for the property.
- (C) That a seller will accept less than the listed price or lease rate for the property.
- (D) What motivates a party to buy, or sell the property.
- (E) Other terms that would create a contractual advantage for one (1) party over another party.
- (2) A statement that there will be no imputation of knowledge or information between any party and the limited agent or among licensees.
- (3) A statement that a party does not have to consent to the limited agency.
- (4) A statement that the consent of each party has been given voluntarily and that any limited agency disclosure has been read and understood. (a) A licensee acting as a limited agent may disclose and provide to both the seller and buyer property information, including listed and sold properties available through a multiple listing service or other information source.
- (b) A cause of action does not arise against a licensee for disclosing or failing to disclose information in compliance with this section, and the limited agent does not terminate the limited agency relationship by making a required disclosure.

Transaction Broker

A transaction broker differs from the traditional agency relationships in that they are neutral legally. The transaction broker facilitates a transaction and merely acts as the mediator and can provide the following services:

- (1) Help a seller determine a competitive market price
- (2) Assist a buyer in preparing and presenting an offer
- (3) Provide communication between the buyer and seller
- (4) Write the purchase agreements and subsequent counter offers
- (5) Arrange and assist with title companies and execution of closing

Signature _____ Date _____

Signature Nancy J. Hudson Date 1-27-2024