



VILLAGE PROPERTIES
ESTABLISHED 2023

LISTING AGREEMENT

In consideration of the agreement to list my property for sale and to use your best efforts to find a ready, willing, and able purchaser, I hereby grant to you the sole exclusive right to sell my property located at **1141 Whitehead Lane, Jackson, Al 36545**.

This listing agreement is valid for the period from **04/22/2024 - 10/22/2024**. The list price is to be **\$62,000**. Village Properties will advertise as follows : **website, yard sign, social media, Zillow, etc..** The commission payable to **Village Properties** in this sale is not set by any law or associations and is in all cases negotiable between **Village Properties** and the principle (seller). In this listing agreement, the principle (seller) agrees to pay **Village Properties** a commission as indicated below :

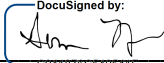
1. Principal may terminate this agreement at any time by giving **Village Properties** (30) days prior written notice. Termination shall not limit agent's rights under the following item.
2. For finding purchaser, ready, willing, and able to purchase the property upon the terms herein mentioned or at any price upon terms acceptable to principal (seller), principle agrees to pay **Village Properties** a sales commission of **6%** whether purchaser secured by **Village Properties**, the principle or by another person, or, if the property is afterwards sold within 180 days from termination of this agreement to any person to whom the property has been shown by anyone including principle, during this listing period. However, no commission shall be due **Village Properties** is, after the listing is terminated, the property is listed with another agency and sold through their efforts.
3. Principal acknowledges that sub-agency has been explained to him/her and understands that **Village Properties** does not work with sub-agents or represent anyone that holds themselves out to be sub-agents of **Village Properties**.
YES John Dew NO _____
4. Principal acknowledges that buyer agency and contract broker services have been explained to him/her and agree that **Village Properties** may share the commission with an agent representing the buyer in either capacity.
YES John Dew NO _____
5. Principal understands that other owners in the market area with similar properties may list with **Village Properties** and principle consents to **Village Properties**

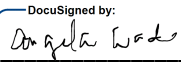
representing other potential sellers before, during, and after the expiration of this agreement.

- 6. Principal acknowledges the possibility of a limited consensual dual agency relationship developing if a buyer who is a client of **Village Properties** wishes to consider purchasing principle's property. In such event, broker will require the prior written consent of both parties and can act only as intermediary between the seller and the buyer. Principle understands that in a limited consensual dual agency relationship with the broker, as intermediary, could not legally disclose confidential information without written permission of the other party, such as disclosing to a buyer what a seller might accept or disclosing to a seller what a buyer might be willing to pay. By initialing here, seller acknowledges that this limited consensual dual agency provision has been reviewed, understood, and that principle hereby consents to a possible limited consensual dual agency relationship. Jim Owens.
- 7. Principal authorizes **Village Properties** to accept and hold any and all earnest money. If deposited funds are forfeited by a prospective buyer, then principle may elect to retain the earnest money as liquidated damages. If principle elects to retain earnest money, one half of said earnest money, not to exceed the total amount of compensation of **Village Properties**, shall be paid to **Village Properties** as compensation. In the event that principle or buyer claim the earnest money, without the agreement of the other party, then **Village Properties** may interplead any disputed portion of the earnest money into court and shall be entitled to deduct from the earnest money for court costs, attorney fees, and other related expenses.
- 8. Principal agrees that the following personal items will be included in the sale of the property : **N/A**.
- 9. Principal agrees to give possession **to be discussed**. At the time of closing, principle will provide the buyer a good and merchantable title and a warranty deed free from any and all encumbrances except herein mentioned.
- 10. Principal acknowledges that **Village Properties** has provided him/her with a signed copy of the Real Estate Service Disclosure which is required by the Alabama Real Estate Commission.
YES Jim Owens **NO** _____

Date : 04/19/2024

Accepted by : Robin Roney for Village Properties

Seller 
DocuSigned by: C941678C5940541E...

Seller 
DocuSigned by: 22848CAF06784B2...

Seller _____

Seller _____

Owner given a copy at time of signing? **YES** _____ **NO** _____