

THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE  
The REALTOR® negotiating this agreement is a member of the Nebraska REALTORS® Association  
And as such is governed by its Code of Ethics and Rules and Regulations.



## EXCLUSIVE LISTING AGREEMENT

Kelly Donner, attorney-in-fact

(Seller) appoint(s) Heartland Real Estate & Appr. (REALTOR®)  
as Seller's exclusive agent for the purposes and under the terms set forth below, with my specified limited Seller's Agent to be  
Denise Middleton. Seller also appoints Heartland Real Estate & Appraisal

as limited Seller's Agents and such other affiliated licensees of REALTOR® as may be assigned by REALTOR®, in writing, if needed, as Seller's exclusive, limited Seller's Agents. The Agents named in this paragraph and the Seller's Agents who may be appointed by the Broker for REALTOR® are collectively referred to in this Listing Agreement as Seller's Agents.

1. **Purpose of Agency.** The purpose of this sole and exclusive right to sell agency contract (Listing) is to engage the efforts of REALTOR® to accomplish the sale of the real property legally described as (please print clearly): 4th 50' FROM N LOT 1 BLK V SHERIDAN ADD

also known as 210 Toluca (Street Address) Alliance (City) NE (State) 69301 (Zip) (Property).

2. **Effect of this Listing.** By appointing REALTOR® as Seller's exclusive agent, Seller agrees to conduct all negotiations for the sale 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 a Seller's Agent.** A REALTOR® representing a Seller as a Seller'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 Seller with the utmost good faith, loyalty and fidelity including:
  - (i) Seeking the price and terms which are acceptable to Seller except that REALTOR® shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease.
  - (ii) Presenting all written offers to Seller 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 Seller all adverse material facts actually known by REALTOR®; and
  - (iv) Advising Seller to obtain expert advice as to material matters of that which REALTOR® knows but the specifics of which are beyond the expertise of REALTOR®;
- (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's Agent.** A REALTOR® representing a Buyer as a Buyer'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 REALTOR® 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 the REALTOR®; and
  - (iv) Advising the client to obtain expert advice as to material matters about which the REALTOR® knows but the specifics of which are beyond the expertise of the REALTOR®;
- (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.

5. **Confidential Information.** A REALTOR® acting as a Buyer's Agent or a Seller's Agent, shall not disclose any confidential information about the Client without the Client'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 a REALTOR® acting as a Buyer's Agent or as a Seller's Agent for making any required or permitted disclosure. Confidential information shall mean information made confidential by statute, rule, regulation, or written instructions from the client unless the information is made public or becomes public by the words or conduct of the client to whom the information pertains or from a source other than the licensee.

6. **Disclosure of Motivating Factors.** Seller authorizes the disclosure of motivating factors unless initialed here (Seller's initials \_\_\_\_\_).

7. **The Listing Period.** This Agreement shall begin April 22, 2024, and shall continue through October 22, 2024.

8. **Price and Terms.** The listing price for the property shall be \$ 78,000.00 on the following terms: cash or other terms acceptable to Seller. The price and terms shall include all attached fixtures. The following personal property is also included Range, refrigerator, countertop microwave, washer & dryer - HS-IS

9. **Title.** Seller represents to REALTOR® that marketable title to the Property is solely in Seller's name. Seller shall deliver to REALTOR® upon request, copies of all relevant title materials. Seller represents that there are no known encroachments affecting this Property, except (If none, state "None"): none

Seller agrees to convey a marketable title to Buyer, evidences by policy of title insurance.

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Heartland Real Estate & Appr., 604 Flack Avenue Alliance NE 69301  
Denise Middleton

Seller Initials: KD / / Date: 4/22/2024

Phone: 3087622474

Fax: 3087621766

Irish 210 Toluca



24. Audio and Video Recording. If checked, the property has [ ] audio or [ ] video surveillance, security and/or recording devices. It is against Nebraska law to intercept or record any wire, electronic or oral communication.

25. "For Sale" Sign Permitted. Seller gives permission to REALTOR® to place a "For Sale" and a "Sold" sign on the Property and to use a "Lock Box".

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

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

28. 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. Seller 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. Seller acknowledges that prospective buyers may photograph or video the interior or exterior of the property. Seller should put private or personal items away from view. Seller waives and releases any cause of action against the REALTOR® due to or arising out of recording or transmitting from the property.

29. Internet display of property information. Any property placed into the Multiple Listing Service may be displayed on the Internet, except as limited by the Owner in the following particulars:

- a. [if checked] \_\_\_\_\_ Seller has advised REALTOR® that Seller does not want the listed property to be displayed on the Internet.
- b. [if checked] \_\_\_\_\_ Seller has advised REALTOR® that Seller does not want the address of the listed property displayed on the Internet.

Seller understands and acknowledges that if Seller 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:

Seller [ ] shall [ X ] 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;

Seller [ ] shall [ X ] 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.

30. Release of Information. Seller authorizes REALTOR® to obtain any information relating to 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. Seller authorizes the dissemination of sales information including selling price and terms after closing of the transaction. Seller's Loan Company \_\_\_\_\_ Loan Number \_\_\_\_\_

31. Entire Agreement. This Listing Agreement constitutes the entire agreement between the parties and any prior negotiations or agreements, whether oral or written, are not valid unless set forth in this Agreement.

32. Copies of Agreement. Seller acknowledges receipt of a copy of this agreement signed by the REALTOR® or REALTOR®'s designated agent.

33.  IF CHECKED SEE ATTACHED DOCUMENT

34. Other: \_\_\_\_\_

35. Authority to Sign. Seller represents to REALTOR® that title to the Property is solely in the below-signed Seller's name(s) and that the undersigned is duly empowered and/or authorized, whether individually, on behalf of any entity or as a properly authorized fiduciary, to enter into this Listing Agreement and create a valid and binding contract, and to transfer title to the Property upon sale.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Heartland Real Estate & Appr.

(Name of REALTOR® or Firm)

604 Flack Avenue

Alliance, NE 69301

(Address)

(308) 762-2474

(Phone)

dee@heartre.com

(Agent's Email Address)

By \_\_\_\_\_ 4/22/24

(Agent's signature)

(Date)

Denise Middleton

Kelly Donner, attorney-in-fact

(Name of Seller(s) Typed or Printed)

4/22/2024

DocuSigned by:  
Kelly Donner

(Seller Signature)

(Date)

(Seller Signature)

(Date)

(Seller Signature)

(Date)

(Seller Signature)

(Date)

(Seller(s) Address)

(City)

(State)

(Zip)

(Home Phone)

(Work Phone)

kelly.donner@gmail.com

(Seller(s) Email Address)