



HIGH VALLEY REAL ESTATE

307 5th Street SE Devils Lake ND 58301

Phone: 701-662-6788 hvdl@gondtc.com

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

Date: 5/10/24

TO: HIGH VALLEY REAL ESTATE (Listing Broker) OF DEVILS LAKE NORTH DAKOTA.

1) I, the Seller, hereby give you the Broker, the sole and exclusive right to procure a purchaser, at the terms and conditions described in this Agreement, for the property described as follows: E 1/2 of Lots 11 & 17 BLK 2 Rogers 2nd ADD

County of Lawson, State of North Dakota; with a street address of

823 5th Ave NE Devils Lake, ND
City of Devils Lake Parcel # 39-1804-00010-000

2) In consideration of the Seller's Agreement, the Broker agrees to list and use their reasonable efforts to procure a purchaser for the above described real estate.
3) If a purchaser is procured for said property by the Broker, by any other cooperating broker, by the Seller, or by any other person at the price and upon the terms set forth, or at any other price, or upon any other terms accepted by the Seller during the term of this Agreement, Seller agrees to pay the Broker a commission of \$ 0 % of gross sales price.

4) The terms of the Agreement are as follows: Gross Sales Price: \$ 154,900.
Other Terms and Conditions: -

5) The Seller shall convey marketable title to said property by good and sufficient warranty deed or other conveyances, free and clear of all liens and encumbrances except zoning ordinances, recorded easements, and recorded building covenants and restrictions: -

SPECIAL ASSESSMENTS NOT CERTIFIED TO THE COUNTY TREASURER FOR COLLECTION SHALL BE -

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6) The Seller hereby agrees to pay the stated commission in the event that during the terms of this Agreement the Broker shall find a purchaser for the property ready, willing and able to purchase for the price and terms stated or upon such other price or terms as the Seller may accept. The stated commission shall also be payable if within six months after termination of this Agreement, or any renewal thereof, a sale shall be completed to:

- a) Any person or anyone acting for said person with whom the Broker or any of his/her agents negotiated prior to the expirations of this Agreement, or
- b) Any person whom the Broker or any of his agents personally exhibited the property by showing it prior to the expiration of this Agreement.

Provided that in either case listed above; the Broker must have given notice of the prospect by submitting to the Seller in writing the name of the person not later than twenty four hours after the expiration of this Agreement. It shall be considered adequate notice if the written notice is postmarked, emailed, or personally delivered to the Seller or his agent within the time period specified.

7) Included in the purchase price are all items and equipment attached to the property, which will be delivered free and clear of any encumbrances, and in their present condition, including but not limited to the following: all garden bulbs, plants, shrubs, trees, screen doors and windows, storm doors and windows, electric lighting fixtures, chandeliers, window shades, drapery poles, curtain rods, venetian blinds, bathroom accessory fixtures, attached mirrors, central heating and cooling units and attached equipment, ventilating fixtures, water heaters, water softeners (if owned by the Seller), linoleum, wall to wall carpeting, awnings, fireplace screens and grates, exterior attached antennas and built in kitchen equipment: except such items as are hereafter set forth:

The following items of personal property are also included as part of the property to be transferred for the purchase price set forth: Fridge, stove, washer, dryer, garage remote, dishwasher, deep freeze, microwave

8) Rent, taxes and annual installments of special assessments (if assumed by the Buyer) for the current year shall be prorated between buyer and seller as of the date of possession.

9) The Seller warrants and represents the he/she has no notice or knowledge of:

- a) Any planned public improvements which may result in special assessments.
- b) Any notice served by a governmental agency requiring repairs, alterations or correction of any existing conditions, or
- c) Any actual or contemplated action of condemnation, or any reason why the necessary permits for improvements of the property may not be obtained from the appropriate governmental authorities, except as set forth: _____

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- 10) The Broker is hereby authorized to place "For Sale" signs on the property listed, to remove all other "For Sale" signs, if any, and to photograph the property and will allowed to use photographs in promoting the sale. The Seller agrees to consider the Broker's recommendations concerning the property in order to show it to its best advantage. The Seller further gives the Broker the right to show the property at all reasonable hours, and agrees that he/she will cooperate with the Broker thereby.
- 11) If a buyer of the property should fail to carry out his agreement, and the Seller elects to take as liquidated damages any earnest money paid by the buyer, then such monies shall be applied first to reimburse the Broker for and items that may have been paid out regarding the sale: (example: update of abstract or any title work fees, if applicable). The remainder of the earnest money, if any would then be given to the Seller. Any payments made to the Broker by way of liquidated damages, however shall not terminate this listing agreement.
- 12) The Seller agrees to cooperate with the Broker during the terms of this contract and will refer all inquires from other Brokers, Salespersons, and other individuals received during the term of this listing.
- 13) The Seller agrees that the Broker shall not be responsible for the maintenance of the property or hold the Broker liable for damages of any kind occurring to the property, unless such damage is caused by the negligence of the Broker.
- 14) This Agreement shall commence on 5/10/24 and shall expire at midnight on 11/10/24 but further allows the Broker a reasonable thereafter to close any deal on which earnest money is deposited.

I HEREBY CERTIFY THAT THE INFORMATION SET OUT ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS FORM.

James Andrews Broker By Alyssa Weaver (Agent)
Megan Phien Seller _____ Seller

RENEWAL DATE: _____ The Seller agrees to renew the above contract to _____ (Expiration Date). At a price of _____.

_____ Seller _____ Seller

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