

**RESIDENTIAL
EXCLUSIVE RIGHT TO LIST FOR PURPOSE TO SELL**



THIS IS A LEGALLY BINDING AGREEMENT.
IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

Kim Walgren Trustee, (Seller)

appoints, **WESTERN VIEW REAL ESTATE, Inc.**, ("WVRE") as Seller's exclusive agent for the purposes and under the terms set forth below, and request that with my specified limited Seller's Agent to be,

Jessica Bueckner, (Agent). Seller also appoints WVRE and such other affiliated licensees of Broker as may be assigned by Broker in writing, if needed as exclusive limited Seller's Agent (inclusively as "WVRE"). All duties and obligations of the Broker shall also be the duties and obligations of WVRE.

1. **Purpose of Agency.** The purpose of this sole and exclusive right to sell agency contract (Listing Agreement) is to engage the efforts of WVRE to accomplish the sale of the real property legally described as:

Lot 9 Block 33 - Cooks Addition - May Springs
also known as: 410 North Fourth Street May Springs, NE 68347
(Street Address, City, State, Zip Code)

2. **Effect of this Listing.** By appointing WVRE as Seller's exclusive agent, Seller agrees to conduct all negotiations for the sale of the property through WVRE and refer to WVRE 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.** WVRE, 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 WVRE 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 and from 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 known by WVRE.
 - (IV) Advising Seller to obtain expert advice as to material matters of that which WVRE knows but the specifics of which are beyond the expertise of WVRE.
- (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;
- (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes or regulations.

4. **Confidential Information.** WVRE shall not disclose any confidential information about Seller without Seller's written permission, unless disclosure is required by statute, rule, regulation, or failure to disclose the information would constitute fraudulent misrepresentation. WVRE is required to disclose adverse material facts to any prospective buyer. Adverse material facts may include any environmental hazards affecting the property which are required by law to be disclosed, physical condition of the property, any material defects in the property, any material defects in the title to the property, or any material limitation on Seller's ability to perform under the terms of the contract. No cause of action shall arise against a WVRE for making any required or permitted disclosure.

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5. **The Listing Period.** This Agreement shall begin on May 7th, 2024 and shall continue through May 7th, 2025.

6. **Price and Terms.** The listing price for the Property shall be \$ 169,000.00 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: NA

7. **Title.** Seller represents to WVRE that title to the Property is solely in Seller's name, or that Seller has legal authority to convey adequate legal title. Seller shall deliver to WVRE upon request, copies of all relevant title materials. Seller agrees to convey marketable title by warranty deed or **equivalent to seller**. Seller represents that there are no known encroachments affecting this property, except the following: none

8. **Evidence of Title.** Seller agrees to convey a marketable title to Buyer, evidenced by a Policy of Title Insurance.

9. **Possession.** Possession of the Property shall be delivered to Buyer **on the date of closing**, unless otherwise mutually agreed upon between Seller and Buyer.

10. **Material Defects and Indemnification.** Seller represents to the WVRE for the purposes of this Listing Agreement that Seller has completed or will promptly complete the Seller Property Condition Disclosure Statement fully and correctly to the best of the Seller's knowledge. Seller further states that all oral representations made to WVRE are accurate and there are no latent (non-apparent) defects in the Property of which the Seller is aware except as may be more fully set forth in the Seller Property Condition Disclosure Statement completed pursuant to the provisions of Neb. Rev. Stat. 76-2,120. Seller agrees to indemnify and hold harmless WVRE and any subagents, from any claim that may be made against the Listing Company or subagents by reason of the Seller having breached the terms of this paragraph. In addition, Seller agrees to pay attorney fees and associated costs reasonably incurred by WVRE to enforce this indemnity. Seller agrees that any defects of a material nature (including but not limited to, structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses or zoning variances) actually known by WVRE must be disclosed by WVRE to any prospective Buyer.

11. **Compensation of WVRE.** In consideration of services to be performed by WVRE, Seller agrees to pay WVRE a commission of 5 % of Sale Price, payable upon the happening of any of the following:

- (a) If, during the term of the Listing, Seller, WVRE, or any other person:
 - (i) Sells the Property;
 - (ii) Finds a Buyer who is ready, willing, and able to purchase the Property at the above price and terms or for any other price and terms to which Seller agrees to accept;
 - (iii) Finds a Buyer who is granted an option to purchase or enters into a lease with option of purchase and the option is subsequently exercised;
- (b) If this agreement is revoked or violated by Seller;
- (c) If WVRE is prevented in closing the Sale of this Property by existing claims, liens, judgments, or suits pending against this Property; or Seller thereof;
- (d) If WVRE is unfairly hindered by Seller in showing or attempting to sell this Property;
- (e) If within **90** days after the expiration of this Listing Agreement, Seller sells this Property to any person found during the terms of this listing, or due to WVRE'S efforts or advertising, under this Listing Agreement, unless this Property is listed with another real estate company.

12. **Limitation on WVRE'S Compensation.** WVRE shall not accept compensation from the Buyer, Buyer's Agent, or any entity participating in or providing services for the sale without written disclosure to the Seller.

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13. **Cooperating with other brokers.** WVRE may accept the assistance and cooperation of other brokers who will be acting as subagents of the Seller or as agents for a Buyer. Seller agrees to allow WVRE to compensate seller's subagents or Buyer's Agents representing the Buyer.

14. **Disclosure of Motivating Factors.** If Seller desires to disclose the factors motivating Seller to sell the Property, Seller will complete and initial the following sentence. Seller agrees that the following are motivating factors in the sale of the property and may be disclosed to potential buyers. (Seller's Initials: ____ / ____)

15. **Forfeiture of Earnest Money.** In the event of forfeiture of the earnest money made by a prospective Buyer, the monies received, after expenses incurred by WVRE, shall be divided between WVRE and Seller, one-half thereof to WVRE, but not to exceed the commission agreed upon herein, and the balance to Seller.

16. **Cost of Services.** WVRE shall bear all expenses incurred by WVRE, if any, to market the Property and to compensate cooperating brokers, if any. WVRE will not obtain or order any products or services to be paid by Seller unless Seller agrees. WVRE shall not be obligated to advance funds for the benefit of Seller.

17. **Maintenance of the Property.** Seller agrees to maintain until delivery of possession, the heating, air conditioning, water heater, sewer, plumbing, and electrical systems and any built-in appliances in good and reasonable working condition. Seller further agrees to hold WVRE harmless from any and all causes of action, loss, damage, or expenses WVRE may be subjected to, arising in connection with this section. Seller also agrees that WVRE shall not be responsible for maintenance of the Property.

18. **Nondiscrimination.** The undersigned Seller and WVRE acknowledge, by their respective signature hereon, that the law prohibits discrimination for or against any person because of race, color, sex, religion, familial status, handicap, or national origin.

19. **Escrow Closing.** Seller agrees that the closing of any sale made by WVRE may be handled by an Escrow Agent and authorizes WVRE to transfer all earnest monies, down-payments and other trust funds to the Escrow Agent along with documents and other items received by WVRE related to the sale.

20. **Smoke Detector.** Seller agrees to install, at Seller's expense, any smoke detector(s), required by law.

21. **Sign Permitted.** Seller gives permission to WVRE to place a "For Sale" sign on the Property.

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

23. **Release of Information.** Seller authorizes WVRE 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.

24. **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.

25. **Copies of Agreement.** This Listing Agreement is executed in multiple copies and Seller acknowledges receipt of a copy signed by the WVRE.

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26. **Addendum.** The attached addendum shall be made a part of the listing agreement.
(Initial) Seller ___ / ___ Buyer ___ / ___ (List Addenda)

Signed this ___ day of _____, _____.

DocuSigned by:
Kim Walgren 5/8/2024
Seller / Date

Seller / Date

Street Address or PO Box

City, State, Zipcode

Phone

3076200820

E-Mail

Jessica Bueckner
Agent

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