

# Exclusive Right to Sell Listing Contract

1. THIS CONTRACT INVOLVES PROPERTY LOCATED AT:

603 Jay Street City Bottineau State ND

2. Legally described as: 43 Kersten's 6th Addition Lot 4 Blk 3

3. "I" means Sellers: Ronald and Jacqueline Chittum

4. "You" means Real Estate Broker: Turtle Mountain Real Estate

5. LISTING - As Seller, I give you the exclusive right to sell the above legally described property for the price of \$ 334,500 ( Three Hundred Thirty Four Thousand Five Hundred ), payable on the following terms: Cash or such other price and terms acceptable to the seller. Sellers grants us full and legal right to sell the property and will sign all closing documents (including a Warranty Deed or Contract for Warranty Deed) necessary to transfer to Buyer full and unquestioned ownership of the property.

6. This listing contract starts Monday, June 17, 2024 at 12:00 pm/am and ends at 11:59 p.m. on June 16, 2025. In exchange, Broker agrees to list the property for sale.

7. Active status and showings to begin on (date) June 18, 2024. If this property is not available for showings on the contract start date, it will be placed in "Off Market" status until it is available for showings. A listing that is placed in "Off Market" will have no activity (showings or contracts presented) during the period of time that the listing is "Off Market".

8. This shall serve as my written notice granting you or any authorized closing agent permission to obtain: 1) mortgage information (i.e. mortgage balance, interest rate, payoff and/or assumption figures, etc.) regarding any existing financing on this property, and 2) utility information. A copy of this document shall be as valid as the original.

9. Personal Property that is included is:

Fridge  Stove  Dishwasher  Washer  Dryer  Freezer  Water Softener  Osmosis System  Microwave   
Other: Dish Network Sat. Dish

All other items will be removed from property

10: Personal Property that will be excluded includes: \_\_\_\_\_

SPECIAL CONDITIONS: \_\_\_\_\_

11. Is there a well on the property? (check one) Yes \_\_\_ No \_\_\_ City Water

12. Is there a septic system on the property? (check one) Yes \_\_\_ No \_\_\_ City Sewer

As Seller, I have been informed that if there is a septic system on the property, it might be required to meet certain city, county, or state certification standards. I hold you harmless of any responsibility for said system.

13. I have a contract for fuel tank rental, water softener rental, or rural water membership: (check one) Yes \_\_\_ No

Terms: \_\_\_\_\_

15. Do you have an abstract? (check one) Yes  No \_\_\_

16. Sign permitted on property? (check one) Yes \_\_\_ No

17. Home Protection Plan: Seller (check one) \_\_\_ will  will not provide a home protection plan.

18. We may place information on the Internet concerning the property, including but not limited to the address, photographs and/or virtual tours. (check one) Yes  No \_\_\_

Seller(s) Initial: Seller R&J Date 17 Jun 24 Seller J&C Date 17 Jun 24

**19. SELLER'S DUTIES - As Seller I will:**

- (a) cooperate with you in selling the property and I authorize you, your agents, and/or agents with customers or clients to enter my premises for the purposes of showing/previewing the property at reasonable times;
- (b) promptly tell you about all inquiries received about the property;
- (c) provide and pay for any inspections and reports if required by any governing authority;
- (d) provide homeowners association documents, if required;
- (e) give the Buyer an updated abstract of title, or title insurance to the property, or mobile home registration;
- (f) warrant all appliances, heating, air conditioning, wiring, and plumbing on said premises will be in working order at date of closing, except: House and property is being sold as is
- (g) remain responsible for security, maintenance, utilities, and insurance while I own the property, and for safekeeping, securing, and/or concealing any valuable personal property during property showings or open houses.

20. As Seller, I know you intend to rely on the accuracy of the information I furnish, including information about the condition of the property. I agree to hold you harmless and defend you from any costs, expenses, or damages, including attorney's fees, incurred by you as a result of my withholding information from you or as a result of giving you any information which is incorrect.

**21. MULTIPLE LISTING SERVICE -** I understand you are a member of a Multiple Listing Service (MLS) and will give information to MLS concerning the property. I will grant you access to the property and I authorize you to market the property including submission of data to a Multiple Listing Service (MLS). YES AGREE  NO Don't Agree   
I will notify you of relevant information important to the sale of the property. If you sell the property, you may provide information concerning the property, including but not limited to address, price and terms of sale to the MLS, member REALTORS® (including appraisers who may use the information to prepare comparable sale reports), and relevant government entities.

**22. NOTICE AND NONDISCRIMINATION -** As of this date I have not received notice from any municipality, government agency, or homeowner's association about the property that I have not told you about, and I agree to promptly tell you of any notice of that type that I would receive. I understand that I may not refuse to sell to, or discriminate in the terms, conditions, or privileges of sale against, or indicate or publicize that sale is unwelcome, objectionable, not acceptable, or not solicited from, any person due to that person's race, color, religion, sex, national origin, age, physical or mental disability, family status, status with respect to marriage, or status with respect to public assistance. I understand further that local ordinances may include other protected classes of persons.

**23. COMMISSION - THE COMMISSION RATE FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL REAL ESTATE BROKER AND ITS CLIENT.**  
As Seller, I hereby authorize you to market my property and allow you to share your commission with other Real Estate Brokers, including Brokers representing only the Buyer. YES  NO   
As Seller, I will pay Listing Broker a total commission of 6 % of the gross selling price. Commission may be split as follows: Listing Agent 60 % Buyer Agent 40 %, or other terms: \_\_\_\_\_  
upon the happening of any of the following events:

- (a) at the closing of the sale, if I sell or agree to sell the property before this contract ends, even if another Broker or I sell the property without your assistance;
- (b) if you present a Buyer who is willing and able to buy the property either 1.) at the price set forth in this contract and on the other specific terms, if any, herein, or 2.) at a price and on terms to which I agree in a signed purchase agreement, but if I then refuse to sell;
- (c) if within 45 days after the end of this contract I sell or agree to sell the property to anyone who:
  - 1. during this contract made inquiry of me about the property, or;
  - 2. during this contract made an affirmative showing of interest in the property or was physically shown the property.

After the expiration of this contract, and if there are no signed and/or pending purchase agreements or offers, I understand I do not have to pay your commission if I sign another valid listing contract under which I am obligated to pay a commission to another licensed Real Estate Broker.

Seller(s) Initial ABL Date 17 Jun 24 Seller JKC Date 17 Jun 24

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**DUAL AGENCY REPRESENTATION – (To be completed only if the Broker has NOT adopted an Appointed Agency Policy)** As a result of this listing contract, the Broker will now represent you in the sale of this property. If a Buyer represented by the Broker wishes to buy your property, a Dual Agency will be created. This means the Broker will represent both you and the Buyer(s), and will owe the same duties to the Buyer(s) that Broker owes to you. It will prohibit Broker from advocating exclusively on your behalf. Dual Agency will limit the level of representation the Broker can provide. If a Dual Agency should arise, confidential information about price, terms, and motivation will still be kept confidential unless you instruct the Broker in writing to disclose specific information about you. All other information will be shared. The Broker cannot act as a Dual Agent unless both you and the Buyer(s) agree to it. By agreeing to a possible Dual Agency, and if Dual Agency should apply in your transaction, you will be giving up the right to exclusive representation in an in-house transaction. However, if you should decide not to agree to a possible dual agency, and you want the Broker to represent you, you may give up the opportunity to sell your property to Buyers represented by the Broker.

**SELLER'S INSTRUCTIONS TO THE BROKER** - Having read and understood this information about Dual Agency, Seller(s) now instructs the Broker as follows:

Seller(s) will agree to Dual Agency representation and (check one)  will consider \_\_\_ will not consider offers made by Buyer represented by the Broker.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby certify that I have received a copy of this contract and agree to its terms.

Acceptance Date	X	<u>Ronald S Carter</u>	<u>17 Jun 24</u>
<u>Turtle Mountain Real Estate</u>	Owner		Date
Brokerage	X	<u>Jacqueline K Chittum</u>	<u>17 Jun 24</u>
<u>Nate Simpson</u>	Owner		Date
By Licensee		<u>603 Jay St Bohineau</u>	<u>701 724 8303</u>
<u>701.201.0110</u>	Owner Address		Phone
Licensee Office Phone	Cell Phone	<u>ND 58318</u>	City/State/Zip

This is a legally binding contract. If you desire legal or tax advice, consult an appropriate professional.