



LISTING CONTRACT
(EXCLUSIVE RIGHT TO SELL - UNIMPROVED PROPERTY)
For use only by members of the Indiana Association of REALTORS®

1 In consideration of services to be performed by S&W Real Estate LLC
2 (Broker/Company, hereinafter referred to as "Broker") for Roberts, Roberta & Finch, Corey

3 ("Seller"),
4 Seller appoints Broker as Seller's broker with irrevocable and exclusive right to sell, exchange, option, or lease the real property known as
5 15013 Cardinal Lot 203 in Township,
6 County, Brookville Indiana, 47012
7 (zip code) legally described as :
8
9 (the "Property")

10
11 This contract begins on June 25, 2024, and expires at 11:59 PM December 25, 2024 subject
12 to the following terms and conditions:

13
14 List Price: \$ 27,500.00) Twenty-Seven Thousand, Five Hundred and Zero U.S. Dollars.
15 Possession: Seller represents that Seller is X is not delinquent on any loans which could constitute a
16 lien on the Property. Seller represents that the total loans affecting the Property do X do not exceed the list price and costs of
17 sale. Seller is not a party to any bankruptcy proceeding. Also, Seller has the capacity to convey the Property by a general Warranty
18 Deed or by . Did the Seller acquire ownership of the property at a tax sale, Sheriff's sale, any judicial sale,
19 or mortgage foreclosure proceeding? Yes X No.

20
21 Seller is X is not a "foreign person" (individual or entity). Seller is X is not subject to the Foreign Investment in Real
22 Property Tax Act. See http://www.irs.gov/publications/p515/index.html.

23
24 Terms of Sale: The Property may be sold for cash in U.S. Dollars or any of the following methods indicated below:
25 [] Conventional Mortgage [] Conditional Sales Contract
26 [] Insured Conventional Mortgage [] FHA
27 [] Assumption of Existing Mortgage Balance [] VA
28 [] Other

29
30 Seller agrees to pay costs associated with financing not to exceed , U.S. Dollars.

31
32 A. EXCLUSIVE LISTING. The parties understand and agree that this is an exclusive right to sell, option, exchange or lease listing,
33 and Broker shall be entitled to the commission hereinafter established which shall be payable, in U.S. Dollars upon the occurrence of
34 any of the following events:

- 35
36 1. at the time the Property is sold, optioned, exchanged or leased by any person, including the Seller, to any person during the
37 term of this contract or any renewal or extension thereof,
38 2. at the time Seller, Broker, or any other real estate licensee secures a buyer or lessee ready, willing and able to purchase,
39 option, exchange or lease the Property for such price and terms as specified, or such other price or terms as Seller may accept,
40 3. at the time an agreement is entered into to sell, exchange, option or lease during the term of this contract or any renewal or
41 extension thereof, and ultimately completed after the termination of this contract,
42 4. the Property is sold, optioned, leased, or exchanged by Seller or any other person within days after
43 termination of this Listing Contract to any person procured in whole or in part by the efforts of Broker, any cooperating broker,
44 or Seller, provided, however, this extension clause shall not apply if this Exclusive Listing Contract terminates and the
45 Property is listed exclusively with another licensed broker, or
46 5. at the time of default by Seller to any valid, fully executed, written agreement to sell, option, exchange, or lease the Property.

47
48 Any commission required to be paid under items 1., 3. and 4. above shall be due and payable at the closing of the transaction when title to
49 or any interest in the Property is transferred to a buyer or lessee. Any commission required to be paid under items 2. and 5. above shall be
50 due and payable upon demand by Broker. In the event that commission is not paid when due, then Broker shall be entitled to interest at
51 the rate of % per annum until commission is paid.

52
53 If the Seller and a Buyer sign a Purchase Agreement, Option to Purchase Real Estate, Lease or the closing of the sale of the Property will not
54 take place until after the term of this contract, then this contract shall automatically be extended to coincide with the closing date or term of the
55 lease.

56
57 B. BROKER'S COMMISSION. The broker's commission charged by the listing Broker for services rendered, with respect to any listing, is solely
58 a matter of negotiation between Broker and Seller and is not fixed, controlled, suggested recommended or maintained by the Indiana
59 Association of REALTORS®, Inc., the local Board/Association of REALTORS®, the listing service (if applicable) or any person not a
60 party to the contract.

61
15013 Cardinal Lot 203, Brookville, In 47012
(Property Address)

62 Seller shall pay in cash, in U.S. Dollars, to Broker for services a total commission as follows:

- 63
- 64 1. 6.000 % of the selling/exchange price or option selling price, but not less than \$ 1,500.00 ,
- 65 _____ U.S. Dollars.
- 66 2. In the event of a purchase option, the Seller agrees to compensate Broker 6.000 % of the consideration
- 67 paid for an Option to Purchase.
- 68 3. In the event of a lease, the Seller agrees to compensate Broker 6.000 % of all amounts to be paid by a
- 69 lessee to Seller over the term of the lease.
- 70 4. Other: _____
- 71 _____
- 72 _____

73 **SELLER HAS BEEN ADVISED OF BROKER'S COOPERATIVE COMPENSATION POLICY, including the amount of compensation**
74 **that will be offered to cooperating brokers which is _____ % of the selling price but not less than \$ _____,**
75 **U.S. Dollars included in total commission listed above.**

- 77 C. **COMMISSION; ATTORNEY FEES.** For purposes of this contract, the parties understand and agree that Broker's commission is
- 78 deemed to be a share of the purchase money received by Seller. If any action is filed in relation to this Listing Contract, the
- 79 unsuccessful party shall pay to the successful party a reasonable sum for the successful party's attorney's fees and court costs.
- 80
- 81 D. **EARNEST MONEY.** Broker is authorized to accept earnest money or any part of the purchase price and hold it in an escrow/trust
- 82 account. In the event that Seller is to receive any portion of the earnest money, Seller authorizes Broker to keep any earnest money
- 83 deposits up to the amount the commission would have been if the sale was completed in payment for Broker's expenses, services and advertising.
- 84
- 85 E. **LISTING SERVICE INFORMATION (IF APPLICABLE).** It is understood that the Broker may rely on the validity of the data pertaining to
- 86 this Listing Contract which has been provided by the Seller, and the Seller agrees that Broker may disclose the data to a listing service,
- 87 Internet or any advertising media and that the Broker may furnish notice to a listing service or other provider of all changes of
- 88 information concerning the Property. Seller has been advised of the benefits of marketing a property through a listing service. Excluding
- 89 a property from a listing service may result in a lower number of offers received and lower sales price.
- 90
- 91 F. **INFORMATION REGARDING PROPERTY.** Seller acknowledges that the information provided for the listing is true and correct, and that
- 92 Seller is the owner of the Property or is the authorized agent(s) of the true owner with complete and full authority to act on behalf of the
- 93 owner(s). Seller further warrants that no other listing contract is now in force with any other broker. The Seller(s) or authorized agent(s)
- 94 agree to indemnify, actively defend and hold Broker, Company and its agents harmless from any damages, loss, liability and expenses
- 95 including attorney fees and costs, arising from incorrect information or failure to supply material information regarding the Property,
- 96 including, but not limited to environmental conditions or hazards, location of property lines, public and private restrictions on the use of
- 97 the Property, any loss or liability in conjunction with this agreement or with Broker or other licensees showing the Property including, but
- 98 not limited to, injuries suffered by other licensees or prospective buyers.
- 99

100 NOTICE TO SELLER: In the event this Property is subject to a verbal farmland lease, certain timely notifications may need to be
101 delivered to the lessee prior to termination of the lease (IC 32-31-1-3). Seller should consult with their attorney in this regard.
102

- 103 G. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE.** Seller acknowledges that Listing Broker, Selling Broker and all licensees
- 104 associated with Brokers are NOT experts and have NO special training, knowledge or experience with regard to the evaluation or
- 105 existence of possible Environmental Contaminants which might exist and affect the Property.
- 106

107 **Seller agrees to consult with appropriate experts and accepts all risks for Environmental Contaminants and releases and**
108 **holds harmless all Brokers, their companies and licensees from any and all liability, including attorney's fees and costs,**
109 **arising out of or related to any inspection, inspection result, repair, disclosed defect or deficiency affecting the Property,**
110 **including Environmental Contaminants. This release shall survive the closing.**

111
112 H. **AGENCY DISCLOSURES.**

- 113
- 114 1. **Office Policy.** Seller acknowledges receipt of a copy of the written office policy relating to agency.
- 115
- 116 2. **Agency Relationship.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is representing, the
- 117 individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the Licensee is
- 118 merely assisting the individual as a customer without compensation. Licensee (Broker) represents the interests of the Seller as
- 119 Seller's agent to sell the Property. Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Seller.
- 120 However, Licensee must deal honestly with a buyer and disclose to the buyer information about the Property. All representations
- 121 made by Licensee about the Property are made as the agent of the Seller.
- 122

123 Seller is advised that the Property may be sold with the assistance of other Licensees working as buyer agents and that
124 Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are Licensees who show the
125 Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents owe duties of trust, loyalty,
126 confidentiality, accounting and disclosure to buyers. All representations made by buyer agents about the Property are not made
127 as the agent of the Seller.

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3. **Limited Agency Authorization.** Licensee or the managing broker may represent Buyer as a buyer agent. If such a Buyer wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those duties may be different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for such showings.

- If limited agency arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both Seller and Buyer:
- a. Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
 - b. That a Buyer will pay more than the offered purchase price for the Property.
 - c. That Seller will accept less than the listed price for the Property.
 - d. Other terms that would create a contractual advantage for one party over another party.
 - e. What motivates a party to buy or sell the Property.

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that Seller does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee's(s') role of limited agent(s).

I. **SELLER AUTHORIZATION AND COOPERATION.** Seller agrees to provide Broker with the required information necessary for entry into a listing service, Internet or other advertising media, to include electronic media and the use of any exterior/interior photos, if applicable. Seller will cooperate with Broker by permitting the Property to be shown at reasonable times and authorizes Broker to place and remove "For Sale" and other signs on the Property.

- 1. Seller authorizes Broker and cooperating brokers, buyer brokers, Broker's personal assistants, contractors, inspectors, appraisers and others reasonably necessary to market the Property to enter the Property. Seller acknowledges that a buyer may enter the Property with contractors, inspectors or appraisers without being accompanied by Broker. Buyer or Buyer's broker may take videos, photos and electronic images of the Property.
- 2. Seller agrees not to rent or lease the Property during the term of this Listing Contract without written notification to Broker.
- 3. Seller agrees that Broker may work with buyer brokers to assist in performing Broker's duties according to the terms of this Listing Contract.
- 4. Seller grants to Broker an exclusive, non-revocable, copyright license to disseminate, publish, modify and reproduce all of the content of this Listing Contract, including but not limited to, price and terms of financing on a closed sale, photographs, drawings, written descriptions, narratives, and motion pictures obtained or produced by Broker and Broker's agents pursuant to this Listing Contract to members of the Indiana Association of REALTORS®, Inc., to other brokers upon request and to a listing service, Internet or any advertising media. Seller agrees that Broker shall own all rights, title and interest, including but not limited to, any copyright in Property images taken by Broker's photographers or agents.
- 5. Seller authorizes its Homeowner's Association (HOA) to divulge all HOA information to Broker and to provide copies of all HOA documents if requested. HOA Management Company: _____
HOA Contact Information: _____
Seller acknowledges there are homeowner's association fees and/or assessments in the amount of \$ _____ U.S. Dollars per _____, which have been paid by Seller through _____, _____. HOA/Management Company may require payment from Seller prior to issuing verification of good standing and/or transfer of ownership.
- 6. Seller authorizes its lending institution to divulge all mortgage information to Broker and to provide copies of the note and mortgage, if requested. Seller's lending institution is _____ and the mortgage loan number is _____. If Seller's mortgage is subject to a pre-payment penalty, Seller agrees to give timely written notice to Seller's lender that the mortgage is to be pre-paid from the sale proceeds of the Property. It is acknowledged that Seller's failure to give this notice may result in a pre-payment penalty to be paid by Seller.
- 7. Seller **does** **does not** authorize Broker to disclose the existence of written offers to Buyer. If Seller has authorized disclosure of the existence of offers on the Property, Broker shall also disclose, if asked, whether offers were obtained by the listing licensee, another licensee in the listing firm or by a cooperating broker. (NOTE: Disclosure of individual and company names is not necessary.)
- 8. Seller acknowledges Broker is not an insurer of Seller's real estate and personal property and waives claims against Broker and Broker's authorized persons for loss and/or damage. Seller further agrees to indemnify and hold harmless Broker and all authorized persons from claims by third parties from all loss and/or damage.
- 9. Seller instructs Broker to make reasonable efforts to notify Seller of showing requests. If Seller cannot be contacted to schedule a showing, Seller **authorizes** **does not authorize** Broker to access the Property.

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188 **J. FAIR HOUSING.** The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of race, color, national
189 origin, religion, sex, familial status, and disability. **Due to Fair Housing risks, Broker will not prepare, review, or submit personal**
190 **information letters, including photographs, from buyer to seller.**
191

192 The National Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the basis of sexual
193 orientation or gender identity.
194

195 **K. RECORDINGS AT THE PROPERTY.** In the event Seller has a recording system at the Property which captures audio and/or video,
196 Seller understands that recording and transmitting of audio and/or video may result in violation of state and/or federal laws. Seller
197 hereby releases and indemnifies Broker Company and its agents from any liability which may result from any recording or transmitting
198 at the Property.
199

200 **L. ADDITIONAL PROVISIONS.**

- 201 1. Seller understands the terms of this Listing Contract and has received a copy.
- 202 2. The parties to this contract agree that it contains the entire agreement of the parties and cannot be changed except by their
203 written consent.
- 204 3. The parties to this contract agree that it is binding upon the parties' heirs, administrators, executors, successors and assigns.
- 205 4. The parties to this contract agree that this Agreement/contract together with any and all subsequent forms, amendments and
206 addenda may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of
207 which together shall constitute one and the same instrument. The parties agree that this Agreement/contract together with any
208 and all subsequent forms, amendments and addenda may be transmitted between them electronically or digitally. The parties
209 intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The
210 original documents shall be promptly delivered, if requested.
- 211 5. Broker may refer Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title
212 insurers, escrow companies, inspectors, pest control companies and contractors. Broker does not guarantee the performance
213 of any service provider. Seller is free to select providers other than those referred or recommended to Seller by Broker.
- 214 6. Broker is not and shall not be charged with the responsibility for the custody, management, care, maintenance, protection or
215 repair of the Property nor for the protection or custody of any personal property located thereon, unless provided for in another
216 written agreement.
- 217 7. Seller consents to receive communications from Broker via telephone, U.S. mail, email, text message and facsimile at the
218 numbers/addresses provided to Broker unless Seller notifies Broker in writing to the contrary.
- 219 8. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
- 220 9. Seller discloses to Listing Broker that Seller is licensed and holds License # _____
221

222 **M. WIRE FRAUD.** If you receive any electronic communication directing you to transfer funds or provide nonpublic personal
223 information, **EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM BROKER OR TITLE COMPANY, do not**
224 **respond until you verify the authenticity by direct communication with Broker or Title Company. Do not rely on telephone**
225 **numbers provided in the electronic communication. Such requests may be part of a scheme to steal funds or use your identity.**
226

227 **N. FURTHER CONDITIONS.**

228 _____

229 _____

230 _____

231 _____

232 _____

233 _____

234  Christine Rains 06/24/2024
235 AGENT IN LICENSE # _____

234  Roberta Roberts Cory Finch 06/24/2024
235 SELLER'S SIGNATURE DATE

237 **S&W Real Estate LLC**
238 BROKER OR COMPANY NAME IN LICENSE # _____

237 _____
238 PRINTED

241 ACCEPTED BY: MANAGING BROKER DATE

241 SELLER'S SIGNATURE DATE

242 _____
243 PRINTED



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