



KANSAS REAL ESTATE LISTING AGREEMENT

Seller: Maria Esperanza Guardiola

Agency: Homestead and Land Real Estate & Auction, Jeanette Krizek, Broker/Owner

Property Address/Legal: Western Addition, S34, T06, R11, Block 33, Lot 6-7 & W45' LT5, ACRES 0.31

List Price. Under the terms of this Agreement, the Seller hereby grants the Agency rights to sell the Property, including any Personal Property, for the following amount:

\$ \$69,500

1) Listing Period. This Agreement shall start on 7/15/2024 ("Effective Date"), and end on 8/15/2024, at 12:00 midnight ("Listing Period") unless the expiration date is extended in writing. The Seller agrees to refer to the Agent all inquiries and offers which he/she may receive during the term of this contract.

- **Listing Period Extension.** Commission shall be due if the Property is sold, conveyed, exchanged, or otherwise transferred within 90 days ("Extension Period") after the expiration of the Listing Period to anyone with whom Homestead and Land Real Estate & Auction negotiated with. The term "negotiation" shall include providing information about the Property, showing the Property, or presenting an offer on the Property. In the event Seller enters into an agreement to sell the property within 90 days after the termination of the Contract directly or indirectly, upon any terms to anyone to whom the property was shown or submitted by Homestead and Land Real Estate & Auction, during the term of the Contract said brokerage fee is due and payable to Homestead and Land Real Estate & Auction. The Seller shall not be obligated to pay said brokerage fee if a valid exclusive listing contract is entered into during the ("Extension Period") with another licensed real estate broker and the sale of the property is made to a Buyer that was not provided information about the Property, shown the Property, or presented an offer on the Property. All rights under this Section shall terminate upon the expiration of the Extension Period.

2) Rights to Sell. Seller grants Agency: (check one)

X - Exclusive Right-to-Sell: The sole and exclusive right to sell, trade, convey, or exchange the Property during the Listing Period in accordance with the terms and conditions set forth in this Agreement. Seller hereby appoints Agency as the exclusive agent and all inquiries made on the Property shall be referred to Agency. Agency shall be paid the Commission whether or not the Property was sold, directly or indirectly, through the Agency.

- **Open Listing:** The general non-exclusive right to sell, trade, convey, or exchange the Property during the Listing Period in accordance with the terms and conditions set forth in this Agreement. Seller hereby appoints Agency to represent the Seller as their client ONLY if a potential Buyer is produced by the Agency. Seller retains the right to sell the Property directly, on their own behalf, with no commission due to the Agency. In addition, Seller reserves the right to enter into similar arrangements with other real estate agents.

- 3) Commission.** The Agency, as compensation for finding a Buyer that is ready, willing, and able to purchase the Property upon the terms and conditions mentioned herein or at any price or terms acceptable to the Seller, shall receive:

X - **Commission Percentage (%):** A percentage based on the sale price, in the amount of 4% commission if buyer doesn't use an agent. If buyer uses an agent the buyer will be responsible for their agent's commission and seller will be responsible for seller's agent commission of 3%. With a minimum of \$900.00 Dollars.

- **Fixed Payment Commission:** A fixed payment commission in the amount of \$_____ Dollars.

The Commission is due and payable at closing by the Seller. This brokerage fee does not include any closing costs which are associated with the property sale (including, but not limited to, title insurance, abstract certification, and inspection fees). The amount or rate of real estate commissions is not fixed by law. The commission is set by each Broker individually and may be negotiable between the Seller and the Broker.

- 4) Deed Type.** Seller agrees to convey the Property by a Warranty Deed.
- 5) Ready, Willing, and Able Buyer.** Under this Agreement, the Commission shall be owed to the Agency if a ready, willing, and able Buyer is produced and refused by the Seller. The definition of a ready, willing, and able buyer shall include, but not be limited to, a purchase contract that meets or exceeds the Purchase Price and does not contain contingencies or terms that are unreasonable or outside of industry standards. The Seller has an obligation to negotiate all offers presented by the Agency in "good faith".
- 6) Litigation.** If a suit is brought against the Seller to collect compensation provided herein, or if the Agency successfully defends any action brought against the Broker by Seller relating to this Agreement or under any purchase contract relating to the Property, and the Agency prevails, the Seller agrees to pay all costs incurred by Agency in connection with such action, including reasonable attorneys' fees.
- 7) Cooperation with Other Agents and Agencies.** Seller agrees that the Agency may engage other licensed real estate agents to assist in marketing the Property and may share its Commission, as determined solely by the Agency. During the Listing Period, should a licensee represent a Buyer whose offer to purchase the Property is accepted by the Seller, then that licensee shall be entitled to a commission paid from Homestead & Land-Real Estate & Auction commission provided the Buyer completes the transaction.
- 8) Transaction Broker.** The Broker may be required to act as the only licensee involved between the Seller and a Buyer to facilitate the transaction between the parties. Under such circumstances, the Broker shall disclose to Seller their intention to act as a Transaction Agent or similar role. If a Buyer is procured by the Broker, or by a licensee in the same Agency as the Broker, the Seller consents to the Broker acting in such a role and agrees to allow the Broker to collect compensation from the Buyer or other parties. While performing this role, Broker agrees to conduct themselves in a manner that does not adversely affect the Seller or Buyer in any way, including, but not limited to, stating the Seller is willing to sell for a lesser price

than the Purchase Price, stating the Buyer is willing to pay more than an offer that is made or suggested, or disclosing any type of financial information that would negatively affect the other party. Seller has read this Section and fully comprehends and understands the concept of a Transaction Broker under the laws in the State. A Transaction Broker is permitted in the State of Kansas under the requirement the Broker receives written consent from the Buyer and Seller.

- 9) Marketing the Property.** To market the Property efficiently, the Seller grants the following permissions to the Agency:
- Advertise the Property, authorize a "For Sale" Sign on the Property, Use the street address when advertising the Property, Publish any and all Property information electronically or in print, Place a lockbox or key box on the Property, Take interior and exterior photos and videos of the Property.
- 10) Agency Disclosure.** Seller recognizes that, under this Agreement, a relationship has been established between the Seller and Agency. The Agency's policy regarding other agents, specifically those not represented by the Agency, includes, but is not limited to, cooperating with other agencies acting as Buyer's agents, sharing compensation with Buyer's agents, and paying other agencies in the same manner representing their Buyers. Seller acknowledges receiving the "Real Estate Brokerage Relationships" brochure. Seller understands that Homestead and Land Real Estate & Auction may show alternative properties not owned by seller to prospective buyers and may list competing properties for sale without breaching any duty or obligation to seller. Seller also understands and agrees that as part of marketing the property, Homestead and Land Real Estate & Auction will be showing buyers properties other than the sellers and providing buyers with information on selling prices in the area.
- 11) Non-Refundable Payments.** If the Seller accepts non-refundable payment(s) from a prospective Buyer through a purchase contract and said Buyer does not complete the purchase of the Property, such non-refundable payment(s) shall be distributed equally between the Seller and the Agency up to the commission amount the Agency would have collected if the Property had sold under the agreed upon terms. If the Property is sold afterward to the same or different Buyer, the Agency shall be entitled to a Commission less payments received under this Section.
- 12) Fair Housing.** The Agency is committed to compliance with all laws as well as the philosophy of fair housing for all people. The Agency will present the Property to all prospective Buyers in compliance with local, State, and Federal Fair Housing laws against discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status and/or familial status, children, or other prohibited factors.
- 13) Multiple Listing Service (MLS).** Due to rules administered by the local Multiple Listing Service ("MLS"), all details of any transaction that are procured by the Agency may be used for publication in the MLS. Seller hereby consents to such publication on an unrestricted basis whereas the Agency must comply with all applicable MLS rules to allow data about the Property to be shown and made available by the MLS in addition to other internet websites. MLS rules generally provide that any property entered into its database be updated within forty-eight (48) hours, or some other period of time, after all necessary signatures have been obtained in regard to the Property. Seller has the right to prohibit any and all publication of information in regard to a transfer of the Property. In order to exercise this right, the Seller is required to authorize a separate addendum provided by the Agency and attach to this Agreement.
- 14) Seller Acknowledgments.** Seller represents, warrants, and guarantees that the Seller has complete authority to sell the Property and convey title. Seller has personally reviewed this Agreement, including any Property Disclosure Statement and any other addendums, exhibits, or attachments relating to the description, physical condition, and known material defects were provided by the Seller and are accurate and complete to the best of the Seller's knowledge.
- 15) Broker's Duties.** Broker agrees to exercise all reasonable efforts while providing a fiduciary duty to act in the best interests of the Seller. Broker shall market the Property to the best of their abilities in order to achieve the highest sales price feasible for the Seller. Broker shall make all attempts to transfer the Property to a qualified Buyer and shall follow up with every effort to ensure such result is to the benefit of the Seller.

- 16) Seller's Duties.** Seller agrees to make a reasonable effort to accommodate the Broker, including, but not limited to, open houses, showings, Buyer appointments, inspections, testing, leaving utilities on or allowing utilities to be connected in Seller name to allow prospective buyer reasonable right of inspection of the property and any other requests regarding the use of the Property. When receiving offers, the Seller agrees, in good faith, to consider all proposals, letters, or similar contracts presented by the Broker. Seller shall be the only party responsible for determining the Purchase Price or any price for the sale of the Property.
- 17) Legal Signature.** This Agreement may be executed and delivered by any party herein by sending a facsimile of the signature or by a legally recognized digital or electronic signature. Such legal signature shall be binding on the party so executing it upon receipt of signature by the other party.
- 18) Indemnification.** Seller agrees to indemnify the Agency and hold harmless from any and all claims, which may lead to a dispute, due to any false information provided. Such indemnification shall include the Seller's reimbursement to the Agency for any attorneys' fees arising from any dispute brought against the Agency.
- 19) Earnest Money.** Seller authorizes the Agency to handle Buyer's funds and deposit in an escrow account in accordance with State law ("Earnest Money"). Agency is authorized to act as a third (3rd) party when accepting or holding, on the Seller's behalf, deposits made on behalf of a prospective Buyer. In the event a counteroffer is not accepted, the Earnest Money shall be returned to the Buyer without a signed release. If a purchase contract is signed and accepted by the Buyer and Seller without a closing or transfer and recording of the deed, a separate mutual release signed by the Buyer and Seller will be required before the Earnest Money is disbursed. In the event of a disagreement by either the Buyer or Seller in regard to the release of Earnest Money, the Agency must withhold its release until there is mutual agreement or an order has been administered of proper jurisdiction.
- 20) Lead-Based Paint.** The Seller represents that, to the best of their knowledge, the structure on the Property or any portion thereof, was not constructed before January 1, 1978. Seller acknowledges that, if the residence was constructed prior to January 1, 1978, there is a requirement to provide any Buyer an EPA-approved lead hazard information pamphlet making certain disclosures regarding the presence of any known lead-based paint or other lead-based paint hazards on the Property, unless the Buyer waives their rights in writing. If any structure was constructed prior to January 1, 1978, the Buyer shall have a ten (10) day period to conduct a risk assessment or inspection of the Property to seek any presence of lead-based paint or any lead-based paint hazards.
- 21) Other Clients.** Seller acknowledges that the Broker may or may not have other clients with similar property characteristics as the Seller. Broker shall not favor any client's property over the Seller's Property for any reason.
- 22) Binding Effect.** This Agreement shall be binding upon the Seller's successors, assigns, heirs, and beneficiaries.
- 23) Dispute Resolution.** Any dispute arising from this Agreement shall be required to be resolved by binding arbitration of the Parties hereto. If the Parties cannot agree on an arbitrator, each party shall select one arbitrator, and both arbitrators shall select a third (3rd) to handle the dispute. The arbitration shall be governed by the rules of the American Arbitration Association in full force and effect.
- 24) Governing Law.** This Agreement shall be governed under the laws located in the State of Kansas.
- 25) Severability.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any

such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

26) Entire Agreement. This Agreement constitutes the entire agreement between the Seller and Homestead and Land Real Estate & Auction and supersedes all prior discussions, negotiations, and agreements between the Parties whether oral or written. Any understanding, agreement, or promise not specified herein, whether expressed or implied, shall bind neither Seller nor Agency.

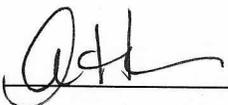
27) Additional Terms and Conditions.

This Agreement is intended to be the legal and binding agreement of the Seller and Broker. The Parties acknowledge receipt of a signed copy of this Agreement

❖ Seller's Signature  Date: 7/15/24
❖ Phone # 785 207 9292
❖ Email: espe-guardiola@hotmail.com

* Homestead and Land Real Estate & Auction, Jeanette Krizek, Broker/Owner*

* Homestead and Land Real Estate & Auction, Angela Harrison/Agent*

❖ Agent Signature  Date: 7/15/24

Listing Agent Contact Info
Angela Harrison, Sales Agent
785-785-747-6632
aharrisonksLLL@gmail.com

Homestead and Land Real Estate & Auction
504 W Crane St, Norton, KS 67654
785-678-7163