

RESIDENTIAL
EXCLUSIVE RIGHT TO LIST FOR PURPOSE TO SELL



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

Charlotte Johnson, (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,

Philip J. Rosfeld, (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:

Block 82 Lot 3 Addition Pk 2nd

also known as:

820 Bordeaux, Chadron, NE

(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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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: CSJ)

N/A

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)

N/A

Signed this 24 day of June 2024.

Charlotte Bjelson 6-24-24
Seller / Date

Seller / Date

Street Address or PO Box

City, State, Zipcode

402-480-4708
Phone

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E-Mail

Philip P. Pahl
Agent

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