

# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

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1 **DATE:** 23 July 2024

2 This Exclusive Right to Sell Listing Agreement (“Agreement”) is between:

3 **SELLER(s):** Kleven Properties, LLC

4 and **BROKER:** Bottineau Area Team Realty, Harvey Shultz, Broker/Owner

5 **LISTING TERMS:** The Seller(s) hereby grants to the above named Broker the exclusive right to sell or exchange the

6 Property hereafter described, from the Agreement start date 7/23/2024 to 7/23/2025 at 11 :59 P.M.,

7 on the following terms. Seller(s) has the full and legal right to sell the Property and will sign all closing documents

8 (including a Warranty Deed or Contract for Warranty Deed) necessary to transfer to Buyer(s) marketable ownership of

9 the Property.

10 **PROPERTY ADDRESS:**

11 Street Address: 301 Main Street

12 City: Bottineau State: ND Zip Code: 58318 County: Bottineau

13 **LEGAL DESCRIPTION:** LOTS 1 THRU 12 BLK 8 ORIGINAL SUBDIVISION

14 PN: 52-0000-00143-000

15 \_\_\_\_\_

16 \_\_\_\_\_

17 **LIST PRICE:** \$ 299,000 or at such price and terms as shall be acceptable to Seller(s).

18 Minerals, if owned, included:  Yes  No  **Unknown**

19 Personal Property Included: N/A

20 \_\_\_\_\_

21 Personal Property Excluded: N/A Vacant Lot

22 \_\_\_\_\_

23 Does Seller(s) have an Abstract?  **Yes**  **No** **OR** Title Insurance?  **Yes**  **No** Policy # \_\_\_\_\_

24 Is there a loan against the Property?  **Yes**  **No** If "Yes," are loan payments up to date?  **Yes**  **No**

25 Is a sign permitted on the Property?  **Yes**  **No**

26 Lock Box?  **Yes**  **No** Lock Box Location: \_\_\_\_\_

27 Seller(s) agrees the lockbox  **will**  **will not** be attached to the property. Seller(s) accepts all liability for any damage

28 or loss that may occur on the property as a result of lockbox not being securely attached.

29 Seller(s) has a contract with a  **Power Company**  **Fuel Tank Rental**  **Water Softener Service**  **Rural Water**

30 **Membership**

31 Terms: N/A

32 Is there a functioning audio/visual surveillance system on the Property?  **Yes**  **No** If “Yes,” Seller(s) agrees to post

33 notice of such at the entrance where potential Buyer(s) may enter the Property. Seller(s) understands that Broker must

34 disclose this information to all parties. Seller(s) should seek appropriate legal advice if Seller(s) intend to utilize technology

35 that may intercept audio or visual communications between persons other than Seller(s).

36 Is there a security system installed on the Property?  **Yes**  **No** If “Yes,” Terms: \_\_\_\_\_

37 \_\_\_\_\_

Seller(s) Initials     RK         SLK

38 Home Protection Plan: Seller(s)  will  will not provide a home protection plan.

39 Is there a well on the Property?  Yes  No If "Yes," see WELL DISCLOSURE.

40 Is there a subsurface sewer system/septic system on the Property?  Yes  No If "Yes," see PRIVATE SEWAGE  
 41 TREATMENT SYSTEM DISCLOSURE. Seller(s) has been informed that if there is a subsurface sewer system/septic  
 42 system on the Property, it may be required to meet certain federal, city, county, or state certification standards. Seller(s)  
 43 assumes responsibility for the inspection and will hold Broker harmless of any responsibility for said system.

44 Does Seller(s) currently have flood insurance?  Yes  No

45 Seller(s) understands that Broker intends to rely on the accuracy of the information Seller(s) furnishes, including  
 46 information about the condition of the Property. Seller(s) agrees to hold Broker harmless and defend Broker from any  
 47 costs, expenses, or damages, including attorney's fees incurred by Broker as a result of Seller's withholding information  
 48 from Broker or as a result of giving Broker any information which is incorrect.

49 This shall serve as the Seller's written notice granting the Broker or any authorized closing agent permission to obtain:

- 50 1.) mortgage and title policy information (i.e. mortgage balance, interest rate, payoff and/or assumption figures,  
 51 etc.) regarding any existing financing on this Property, and
- 52 2.) utility information.

53 **SELLER'S DUTIES:** The Seller(s) will:

- 54 a) cooperate with Broker in selling the Property, and authorizes Broker, Broker's Agent(s), and/or Agent(s) with  
 55 customers or clients to enter the Property for the purposes of showing/reviewing the Property at reasonable times;
- 56 b) promptly tell Broker about all inquiries received about the Property;
- 57 c) provide Homeowner's Association documents, if applicable;
- 58 d) provide and pay for any inspections and reports if required by any governing authority;
- 59 e) give the Buyer(s) an up-to-date abstract, or current owner's title insurance commitment, or mobile home  
 60 registration;
- 61 f) provide SELLER'S PROPERTY DISCLOSURE;
- 62 g) warrant appliances, heating, air conditioning, wiring, and plumbing on Property to be in working order on date  
 63 of closing, except \_\_\_\_\_  
 64 \_\_\_\_\_;
- 65 h) remain responsible for security, maintenance, lawn care, snow removal, utilities, and insurance while Seller(s)  
 66 owns the Property; and
- 67 i) remain responsible for safekeeping, securing, and/or concealing any valuable personal property during showings  
 68 or open houses.

69 **BROKER AUTHORITY:** Seller(s) authorizes Broker to market the Property to the Public, obtain information relating to  
 70 the present mortgage(s) on the Property, and provide objective comparative market analysis information to potential  
 71 Buyer(s).

72 **MULTIPLE LISTING SERVICE AND INTERNET MARKETING:** Seller(s) understands the Broker is a member of a  
 73 Multiple Listing Service (MLS) and will give information to the MLS concerning the Property. Seller(s) grants Broker  
 74 access to the Property and authorizes Broker to market the Property including submission of data to a MLS.

75 Shall the Property listing be displayed on the Internet, including sold information?  Yes  No

76 Shall the listing address (house and unit numbers and street name) be displayed on the Internet?  Yes  No

77 Shall an automatic valuation of the Property listing or a link to an automated valuation be displayed adjacent to the  
 78 listing?  Yes  No

79 Shall comments or reviews of the Property by persons other than the displaying Broker be displayed with or attached as  
 80 a link to the listing data of the Property?  Yes  No

81 **CONSENT FOR COMMUNICATION:** Seller(s) authorizes Broker and Broker's representatives to contact Seller(s) by  
 82 mail, phone, fax, email, or other means of communication during the term of this Agreement and anytime thereafter.

83 **MULTIPLE OFFER DISCLOSURE:** Based on receiving a guide or other information regarding multiple offers, Seller(s)  
 84 now instructs Broker as follows:

85  Seller(s) agrees that the Listing Agent(s) should inform Agents in the event of a multiple offer situation.

86  Seller(s) does not want the Listing Agent(s) to disclose multiple offer situations to other Agent(s).

Seller(s) Initials     RK         SLK

87 **BROKER COMPENSATION:** Seller(s) hereby authorizes Broker to market Seller’s Property and allows Broker to share  
88 Broker compensation with cooperating real estate Brokers. The commission rate for the sale, lease, rental, or management  
89 of real property shall be determined between each individual real estate Broker and its client.

90 Seller(s) will pay Broker compensation of 2.5 % of the purchase price to be split as follows:

91 with Buyer’s Broker: 0 % or Other Broker: 0 %

92 **OR**

93 a sum of \$ n/a, to be split with Buyer’s Broker: \$ \_\_\_\_\_ or Other Broker: \$ \_\_\_\_\_ whichever is  
94 greater of Lines 90 and 93 or other terms: \_\_\_\_\_  
95 upon the happening of the following events:

- 96 a) at closing of the sale;
- 97 b) if Broker presents a Buyer(s) who is willing and able to buy or exchange the Property at a price and terms required  
98 in the PURCHASE AGREEMENT, but Seller(s) refuses or fails to sell for any reason;
- 99 c) if Seller(s), before expiration of this Agreement, agrees to a sale or exchange of the Property with any person, even  
100 if Broker did not present the Buyer(s), and even if Seller(s) sells or exchanges the Property without Broker’s  
101 assistance;
- 102 d) if within 30 calendar days after the end of this Agreement, Seller(s) sells or agrees to sell, or exchanges or  
103 agrees to exchange, the Property with anyone who:
  - 104 1. during this Agreement made inquiry of Seller(s) about the Property and Seller(s) did not tell Broker  
105 about the inquiry;
  - 106 2. during this Agreement made an affirmative showing of interest in the Property or was physically shown  
107 the Property;

108 After the expiration of this Agreement, Seller(s) understands that Seller(s) does not have to compensate Broker if Seller(s)  
109 signs another valid listing contract under which Seller(s) is obligated to pay a compensation to another licensed real estate  
110 Broker.

111 **APPOINTED AGENCY REPRESENTATION:** The Broker will appoint to the Seller(s), in writing, a licensed Agent(s)  
112 who will be acting as the Seller’s Appointed Agent(s) to the exclusion of all other affiliated licensed Agent(s) of the Broker.  
113 By agreeing to Appointed Agency, the Seller(s), the Broker, the Agent(s) of the Broker and the Appointed Agent(s) named  
114 below are considered to possess only actual knowledge and information. By an act of North Dakota Law, the definitions  
115 regarding Appointed Agency make it clear that there is no imputed knowledge or information between the Seller(s),  
116 the Broker, the Broker’s Agent(s), or the named Appointed Agent(s).

117 N/A (“Appointed Agent(s)”), an affiliated  
118 licensed Agent(s) of the Broker, is appointed to act solely as an Agent(s) for the Seller(s) unless they personally represent  
119 the Buyer(s), in which event the Appointed Agent(s) is considered a Dual Agent (see Lines 134-149) in this transaction  
120 only. Seller’s designated Appointed Agent(s) is obligated not to reveal any confidential information obtained from the  
121 Seller(s) to other licensed Agents, except to the Broker in charge of the oversight of the Seller’s transaction.

122 It is understood that the Broker may appoint another Agent(s) for the Seller(s) during the term of this Agreement if:

- 123 1. The Appointed Agent(s) is not able to fulfill the terms of this Agreement, and/or
- 124 2. The Seller(s) and the Broker mutually agree to the appointment of another Agent(s). An appointment of another  
125 Agent(s) as a new or additional Agent(s) does not relieve the first Appointed Agent(s) of any of the duties owed to  
126 the Seller(s) as previously described in this Agreement.

127 Having read and understood this information, Seller(s) makes the following decision:

128 Seller(s)  **accepts**  **does not accept** a possible Appointed Agency Representation.

129 <u>N/A</u>	<u>N/A</u>
130 Seller Signature _____ Date _____	Agent Signature _____ Date _____

131 <u>N/A</u>
132 Seller Signature _____ Date _____

133 **DUAL AGENCY REPRESENTATION:** Dual Agency means the Broker represents both Buyer(s) and Seller(s) and owes  
134 the same duties to both parties. This agency relationship will prohibit the Broker from advocating exclusively for either  
135 party. Dual Agency will limit the level of representation the Broker can provide. Confidential information communicated

Seller(s) Initials   RK     SLK

136 by Buyer(s) or Seller(s) to the Broker in regard to price, terms, or motivation will remain confidential unless Buyer(s) or  
137 Seller(s) instructs the Broker in writing specific information to disclose. All other information may be shared. The Broker  
138 cannot act as a Dual Agent unless both Seller(s) and Buyer(s) agree.

139 By agreeing to a **possible** Dual Agency, Seller(s) may be giving up the right to exclusive representation in a transaction  
140 where the Agent(s) representing Seller(s) and Buyer(s) work for the same Brokerage or when one Agent is representing  
141 both Seller(s) and Buyer(s).

142 By not agreeing to a **possible** Dual Agency: Seller(s) will be giving up the opportunity to show and sell the Property to a  
143 Buyer(s) client from the same Brokerage as Seller's Agent, unless Appointed Agency applies.

144 Seller(s)  **accepts**  **does not accept** a possible Dual Agency Representation.

145 Riley Kleven 07/23/2024 Harvey Shultz 07/23/2024  
146 Seller Signature Date Agent Signature Date

147 Sara Kleven 07/23/2024  
148 Seller Signature Date

149 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** 26 U.S. Code § 1445 of the Internal Revenue  
150 Code provides that a transferee ("Buyer(s)") of a United States real property interest must be notified in writing and must  
151 withhold tax if the transferor ("Seller(s)") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer(s)  
152 and Seller(s) agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code. Seller(s) shall  
153 represent and warrant, under the penalties of perjury, whether Seller(s) is a "foreign person" (as the same is defined within  
154 FIRPTA), prior to closing. Any representations made by Seller(s) with respect to this issue shall survive the closing and  
155 delivery of the deed.

156 Buyer(s) and Seller(s) shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement  
157 reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer  
158 identification numbers or Social Security numbers.

159 Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for  
160 withholding the applicable tax, Buyer(s) and Seller(s) should seek legal and tax advice regarding FIRPTA compliance, as  
161 the respective Broker(s)/Agent(s) representing or assisting either party will be unable to assure either party whether the  
162 transaction is exempt from FIRPTA withholding requirements.

163 **NOTICES:** As of this date, Seller(s)  **has**  **has not** received notice from any municipality, government agency, or  
164 homeowner's association about the Property that Seller(s) has not told the Broker about, and Seller(s) agrees to promptly  
165 tell the Broker of any notice of that type should Seller(s) receive.

166 **NONDISCRIMINATION:** Seller(s) understands that Broker may not refuse to sell to, or discriminate in the terms,  
167 conditions, or privileges of sale against, or indicate or publicize that sale is unwelcome, objectionable, not acceptable, or  
168 not solicited from, any person due to that person's race, color, religion, sex, national origin, age, physical or mental  
169 disability, family status, status with respect to marriage, or status with respect to public assistance. Seller(s) understands  
170 further applicable laws, rules, or ordinances may include other protected classes of persons.

171 **ELECTRONIC SIGNATURES:** The Seller(s) agrees the electronic signature of any party on any document related to  
172 this transaction constitutes valid, binding signatures.

173 **CLOSING SERVICES:** After the PURCHASE AGREEMENT for the Property is fully executed, arrangements must be  
174 made to close the transaction. Seller(s) understands that no one can require Seller(s) to use a particular person to conduct  
175 the closing and that Seller(s) may arrange for another qualified person, including Seller's attorney, to conduct the closing.  
176 The real estate Broker, real estate Agent(s), or real estate closing agent, has not, and under applicable state law, may not,  
177 express opinions regarding the legal effect of the closing documents or of the closing itself. Seller(s) has indicated Seller's  
178 choice for closing services (Select one):

- 179  Seller(s) requests Broker arrange for closing services. Broker will give Seller(s) written disclosure of any controlled  
180 business arrangement Broker has with the closing services Broker selects.
- 181  Seller(s) will arrange for a qualified closing agent or Seller's attorney to conduct the closing.

Seller(s) Initials   RK     SLK

182 **OTHER PROFESSIONAL SERVICES:** Seller(s) acknowledges that Broker is retained solely as a real estate agent  
183 and **not** as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other  
184 professional service advisor. Seller(s) has been advised to seek professional advice concerning the condition of the  
185 property, legal, and tax matters.

186 **CANCELLATION:** This Exclusive Right to Sell Listing Agreement can be cancelled only with mutual written consent of  
187 the parties.

188 **ADDITIONAL PROVISIONS:** \_\_\_\_\_  
189 \_\_\_\_\_  
190 \_\_\_\_\_  
191 \_\_\_\_\_

192 **ENTIRE AGREEMENT:** This Exclusive Right to Sell Listing Agreement constitutes the entire Agreement between the  
193 parties relating to the subject hereof, and any prior agreement, whether oral or written, are merged, and integrated into  
194 this Agreement. Any modification to this Agreement shall be reduced to writing and signed by all parties.

195 I/We hereby certify that I/we have received a copy of this Agreement and agree to its terms.

196 **ACCEPTANCE:**

197 To be binding, this Agreement must be fully executed by all parties:

198	<u>Riley Kleven</u>	<u>07/23/2024</u>		<u>Sara Kleven</u>	<u>07/23/2024</u>
199	Seller Signature	Date		Seller Signature	Date
200	<u>101 5th St E</u>				
201	Seller's Street Address			Seller's Street Address	
202	<u>Bottineau, ND 58318</u>				
203	City	State	Zip Code	City	State Zip Code
204	<u>701-263-3793</u>				
205	Seller's Phone			Seller's Phone	
206					
207	Seller's Email			Seller's Email	

208 Bottineau Area Team Realty  
209 Brokerage Name

210 701-871-1847  
211 Brokerage Phone

212 Harvey Shultz, Broker/Owner  
213 Agent Printed Name

214 Harvey Shultz 07/23/2024  
215 Agent Signature Date