

This is a legally binding agreement, if not understood, seek legal advice.

Seller acknowledges that REALTOR® commissions are not set by law and are fully negotiable.



The REALTOR® negotiating this agreement is a member of the Nebraska REALTORS® Association And as such is governed by its Code of Ethics and Rules and Regulations.

EXCLUSIVE LISTING AGREEMENT

Bob Benes, Member (Seller) appoint(s) Lunzmann Realty, Inc. (Brokerage) as Seller's exclusive agent for the purposes and under the terms set forth below, with my specified limited Seller's Agent to be Jackie Lunzmann (Agent). Brokerage may assign other affiliated licensees of Broker as limited Seller's agents representing Seller and all responsibilities and duties of the Brokerage shall also be the responsibilities and duties of the Agent and any other assigned affiliated licensees. Together, Brokerage and Agent(s) shall be referred to as REALTOR®.

1. Purpose of Agency. The purpose of this sole and exclusive right to sell agency contract (Listing) is to engage the efforts of REALTOR® to accomplish the sale of the real property legally described as (please print clearly): This legal description is subject to the legal description determined by the survey and/or final title commitment. \*\*Tecumseh OT- Lot 2 Block 4 Shawnee Ridge Add, Johnson county.

also known as Lot 2 Block 4 Prairie Drive Tecumseh NE 68450 (Property) (Street Address) (City) (State) (Zip)

2. Effect of this Listing. By appointing REALTOR® as Seller's exclusive agent, Seller agrees to conduct all negotiations for the sale of the Property through REALTOR® and refer to REALTOR® 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. A REALTOR® 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 REALTOR® 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 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 actually known by REALTOR®; and
(iv) Advising Seller to obtain expert advice as to material matters of that which REALTOR® knows but the specifics of which are beyond the expertise of REALTOR®;
(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; and
(f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

4. Duties and Obligations of Buyer's Agent. A REALTOR® representing a Buyer as Buyer'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 interests of the client with the utmost good faith, loyalty, and fidelity, including:
(i) Seeking a price and terms which are acceptable to the client, except that the REALTOR® shall not be obligated to seek other properties while the client is a party to a contract to purchase property or to a lease or letter of intent to lease;
(ii) Presenting all written offers to and from the client in a timely manner regardless of whether the client is already a party to a contract to purchase property or is already a party to a contract or a letter of intent to lease;
(iii) Disclosing in writing to the client adverse material facts actually known by the REALTOR®; and
(iv) Advising the client to obtain expert advice as to material matters about which the REALTOR® knows but the specifics of which are beyond the expertise of the REALTOR®;
(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; and
(f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.

5. Confidential Information. A REALTOR® acting as a Buyer's Agent or a Seller's Agent, shall not disclose any confidential information about the client without the client's written permission unless disclosure is required by statute, rule, or regulation, or failure to disclose the information would constitute fraudulent misrepresentation. No cause of action shall arise against a REALTOR® acting as a Buyer's Agent or as a Seller's Agent for making any required or permitted disclosure. Confidential information shall mean information made confidential by statute, rule, regulation, or written instructions from the client unless the information is made public or becomes public by the words or conduct of the client to whom the information pertains or from a source other than the licensee.

6. Disclosure of Motivating Factors. Seller authorizes the disclosure of motivating factors unless initialed here (Seller's initials \_\_\_\_\_).

7. **The Listing Period.** This Agreement shall begin August 12, 2024, and shall continue through December 31, 2024.  
8. **Price and Terms.** The listing price for the property shall be \$ 280,000.00 on the following terms: cash or other terms acceptable to Seller. The price and terms shall include all attached fixtures. The following personal property is also included Negotiable.

9. **Title.** Seller represents to REALTOR® that marketable title to the Property is solely in Seller's name. Seller shall deliver to REALTOR® upon request, copies of all relevant title materials. Seller represents that there are no known encroachments affecting this Property, except (If none, state "None"):

Seller agrees to convey a marketable title to Buyer, evidences by policy of title insurance.

10. **Possession.** Possession of the Property shall be delivered to Buyer on upon closing.

11. **Material Defects and Indemnification.** Seller represents that to the best of Seller's knowledge, there are no termites or wood destroying insects or damage therefrom in the building(s) on the real estate. Seller further states that all oral representations made to the REALTOR® are accurate and that there are no latent (non-apparent) defects in the Property of which Seller is aware except as may be more fully set forth in the Seller Property Condition Disclosure Statement completed pursuant to the provisions of Neb. Rev. Stat 76-2, 120. Seller agrees to indemnify and hold harmless REALTOR® and any subagents, from any claim that may be made against REALTOR® or subagents by reason of the Seller having breached the terms of this paragraph. In addition, Seller agrees to pay attorney fees and associated costs reasonably incurred by REALTOR® and any subagents to enforce this indemnity. Seller agrees that any defects of a material nature (including but not limited to, structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses or zoning variances) actually known by REALTOR® must be disclosed by REALTOR® to any prospective Buyer.

12. **Compensation of REALTOR®,** in consideration of services to be performed for Seller by REALTOR® a fee of \_\_\_\_\_ plus 5.000 percent of the gross sale price of the property shall be payable to REALTOR® upon the happening of any of the following:

- (a) If, during the term of the Listing, Seller, REALTOR® or any other person:
  - (i) sells the Property; or
  - (ii) finds a Buyer who is ready, willing and able to purchase the Property at the above price and terms or for any other price and terms to which Seller agrees to accept; or
  - (iii) finds a Buyer who is granted an option to purchase or enters into a lease with option of purchase and the option is subsequently exercised; or
- (b) If this agreement is revoked or violated by Seller; or
- (c) If REALTOR® is prevented in closing the Sale of this Property by existing claims, liens, judgments, or suits pending against this Property, or Seller thereof; or
- (d) If REALTOR® is unfairly hindered by Seller in showing or attempting to sell this Property; or
- (e) If within 180 days after the expiration of this Listing Agreement, Seller sells this Property to any person found during the term of this listing, or due to REALTOR'S® efforts or advertising, under this Listing Agreement, unless this Property is listed with another REALTOR®.

Upon closing of sale for which REALTOR® earns compensation under this paragraph or the closing of any sale within the listing period set forth in paragraph 7, Seller hereby irrevocably authorizes and directs REALTOR® (if closing is handled by REALTOR®) or Escrow Agent (if closing is handled by Escrow Agent) to pay REALTOR® the commission due as set forth in this agreement from the Seller's proceeds of the sale. Seller gives to REALTOR® an assignment of proceeds to the extent of the commission due. Seller agrees that the closing of a contract for sale of the Property executed during the listing period is prima facie evidence that REALTOR® is due compensation under the terms of this agreement. If there is a good faith dispute between these parties with regard to purchase price, then the compensation shall be based on the list price set forth in paragraph 8. Any sums unpaid shall carry 16 percent interest from the date due until paid.

13. **Limitation on REALTOR® Compensation.** REALTOR® shall not accept compensation from the Buyer, Buyer's Agent, or any entity participating in, or providing services for, the sale without written disclosure to Seller.

14. **Cooperating with other REALTORS®.** REALTOR® may accept the assistance and cooperation of other brokers who will be acting as subagents of the Seller or as agent for a Buyer. **Seller agrees to allow REALTOR® to share compensation with subagents of the Seller or agents representing the Buyer (Buyer's Agent).** REALTOR® shall offer compensation to a broker acting for buyer equal to:

- (a) 2.000 % of its variable compensation; or
- (b) \$ \_\_\_\_\_ fixed compensation, paid to a broker representing a buyer out of REALTOR® variable compensation.

15. **Submission to MLS.** If REALTOR® participates in a local multiple listing service, REALTOR® shall submit the Property to such listing service.

16. **Dual Agency Disclosure.** Seller understands that REALTOR® currently serve as the agent for both Sellers and Buyers for the purpose of sale of real property, and Seller is aware that REALTOR® may be the agent for a Buyer of property listed by Seller. If Buyer becomes interested in a property listed with REALTOR®, REALTOR® shall immediately notify Seller that REALTOR® is serving as the agent of the Buyer of the property. Seller consents that REALTOR® may act as a Dual Agent in the sale of the listed property. If REALTOR® serves as a Dual Agent, REALTOR® shall make no representations to Seller of the price Buyer is willing to pay for the property except as set forth in the Purchase Agreement submitted by Buyer, nor any representation to Buyer of the price Seller is willing to accept for the property except as set forth in the Listing Agreement. REALTOR® shall not make any other representations to Seller that would violate REALTOR® agency relationship with Buyer, nor any representations to Buyer that would violate REALTOR's ® agency relationship with Seller. Seller acknowledges that if a Dual Agency exists, the ability of REALTOR® to represent either party fully and exclusively is limited. If a Dual Agency situation develops, Seller agrees to sign a Consent to Dual Agency. Except for limitations on disclosure of confidential information discussed in paragraph 5, a dual agent has the same duties and responsibilities of a limited agent to a Buyer as stated in paragraph 4 and to a Seller as stated in paragraph 3.

17. **Open Houses by Buyer's Agents.** Seller (*seller's initials one*)  ] does or [ \_\_\_\_\_ ] does not agree to having a Buyer's agent conduct an open house for the property.

18. **Forfeiture of Earnest Money.** In the event of forfeiture of earnest money made by a prospective Buyer, the moneys received, after expenses incurred by REALTOR®, shall be divided between REALTOR® and Seller, one-half thereof to REALTOR® but not to exceed the commission agreed upon herein, and the balance to Seller.

19. **Cost of Services.** Brokerage shall bear all expenses incurred by Agent, if any, to market the Property and to compensate cooperating brokers, if any. REALTOR® will not obtain or order any products or services to be paid by Seller unless Seller agrees. REALTOR® shall not be obligated to advance funds for the benefit of Seller.

**20. Maintenance of the Property.** Seller agrees to maintain, until the 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 agrees to maintain the lawn and promptly remove snow from sidewalks and driveways during the listing period. Seller further agrees to hold REALTOR® harmless from any and all causes of action, loss, damage, or expenses REALTOR® may be subjected to arising in connection with Seller's breach of this section. Seller also agrees that REALTOR® shall not be responsible for maintenance of the Property.

**21. Responsibility of Insurance & Risk of Loss:** Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than purchase price until closing. Risk of loss or damage to Property, prior to closing, shall be the responsibility of Seller. If, prior to closing, the structure on the Property is materially damaged; Seller shall immediately notify the insurance company and have the loss assessed. Seller shall notify Buyer in writing of the damage. Seller shall cooperate with the Buyer regarding the insurance settlement or restoration of the structures.

**22. Nondiscrimination.** Seller and REALTOR® agree not to discriminate against any prospective Buyer because of Buyer's race, color, sex, religion, familial status, handicap, or national origin.

**23. Escrow Closing.** Seller agrees the closing of any sale made by REALTOR® may be handled by an Escrow Agent at a fee not to exceed \$ 400.00.

**24. Compliance with Law.** Seller agrees to bring the property into compliance with the law as required for the sale of the property unless otherwise lawfully delegated to the buyer in the purchase agreement, which includes installing a smoke or carbon monoxide detector if necessary.

**25. Audio and Video Recording.** If checked, the property has [ ] audio or [ ] video surveillance, security and/or recording devices. It is against Nebraska law to intercept or record any wire, electronic or oral communication.

**26. "For Sale" Sign Permitted.** Seller gives permission to REALTOR® to place a "For Sale" and a "Sold" sign on the Property and to use a "Lock Box".

**27. Modification of this Listing Agreement.** No modification of this Listing Agreement shall be valid unless made in writing and signed by all parties.

**28. Protection of Valuables.** REALTOR® is not responsible for items which are lost or stolen during showings. Seller is responsible for placing all valuables in a safe and concealed location when preparing the Property for showings.

**29. Authorization of Advertising and Release of Photographic Information.** REALTOR® and its agents may advertise/market the property in any media, including radio, newspaper, TV, the internet, electronic media and computer information networks and may use digital, video or photographic images and/or representations of the Property (along with incidental images of personal property therein) for the purpose of advertising or sales promotion. Seller forever releases REALTOR® and its employees and agents from all claims of any kind and nature which arise out of or are connected to such use and grants REALTOR® and its employees and agents a reasonable time to remove such advertising after termination of listing or closing. Seller acknowledges that prospective buyers may photograph or video the interior or exterior of the property. Seller should put private or personal items away from view. Seller waives and releases any cause of action against the REALTOR® due to or arising out of recording or transmitting from the property.

**30. Internet display of property information.** Any property placed into the Multiple Listing Service may be displayed on the Internet, except as limited by the Seller in the following particulars:

- a. [if checked] [ ] Seller has advised REALTOR® that Seller does not want the listed property to be displayed on the Internet.
- b. [if checked] [ ] Seller has advised REALTOR® that Seller does not want the address of the listed property displayed on the Internet.

Seller understands and acknowledges that if Seller has selected option 'a' above, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

**If Internet display is allowed:**

Seller [  ] shall [ ] shall not allow the display of an automated estimate of the market value of the listing or hyperlink to such estimate in conjunction with the listing.

Seller understands and acknowledges that if Seller has elected to have the listed property displayed on the Internet that REALTOR® has no control over third-party websites including, but not limited to, listing inaccuracies, price estimates or comments displayed on such third-party websites.

**31. Release of Information.** Seller authorizes REALTOR® 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.

Seller's Loan Company \_\_\_\_\_ Loan Number \_\_\_\_\_

**32. 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.

**33. Copies of Agreement.** Seller acknowledges receipt of a copy of this agreement signed by REALTOR®.

**34.  IF CHECKED SEE ATTACHED DOCUMENT**


**35. Other:** \_\_\_\_\_

**36. Authority to Sign.** Seller represents to REALTOR® that title to the Property is solely in the below-signed Seller's name(s) and that the undersigned is duly empowered and/or authorized, whether individually, on behalf of any entity or as a properly authorized fiduciary, to enter into this Listing Agreement and create a valid and binding contract, and to transfer title to the Property upon sale.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
**Lunzmann Realty, Inc.**  
 (Name of Brokerage)  
**602 P St**  
 (Address)  
**Auburn, NE 68305**  
 (Address)  
**(402) 274-1211**  
 (Phone)  
**Jackie@LunzmannRealty.com**  
 (Email)

\_\_\_\_\_  
**Bob Benes, Member**  
 (Name of Seller(s) Typed or Printed)  
 \_\_\_\_\_ 08/12/2024  
 (Seller Signature) (Date)  
 \_\_\_\_\_  
 (Seller Signature) (Date)  
 \_\_\_\_\_  
 (Seller(s) Address)  
 \_\_\_\_\_  
 (City) (State) (Zip)  
 \_\_\_\_\_  
 (Home Phone) (Work Phone)  
 \_\_\_\_\_  
**bob@aspensbuildersinc.com**  
 (Seller(s) Email Address)

By:  \_\_\_\_\_ 08/12/2024  
 (Brokerage or authorized Agent signature) (Date)  
**Jackie Lunzmann**