



BEYCOME™ LISTING AGREEMENT NC.

This Listing Agreement ("Agreement") is made as of .08/30/2024 ("Effective Date") between Beycome Brokerage Realty LLC ("Broker" or "Beycome") and you, the Seller(s) or fully authorized representative of the listed Property* who has executed this Agreement ("you" or "Seller"). Beycome Brokerage Realty LLC, the licensed real estate Brokerage, handles transactions through Beycome's website, www.Beycome.com, which is owned by Beycome Corp.

The Terms of Use and Privacy Policy on the Website, as updated by Beycome, are incorporated into this Agreement by reference. All capitalized terms not defined in this Agreement will have the meanings given in the Terms of Use and Privacy Policy. In case of any conflict, the Terms of Use and Privacy Policy will prevail over this Agreement.

If the owner of the Property is a corporation, limited liability company, trust or other legal entity, the entity should be named as Seller and a duly authorized officer, manager, trustee or other legal representative of the entity should sign this Agreement on the entity's behalf.

Property*: The property that is the subject of this agreement shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraph C below. *Property: house, multi-family, condo, townhouse, apartment, mobile home (exclusively with the ownership of the land), land and commercial.

The Property to be sold, along with the Seller's information under this Agreement, is as follows:

Seller(s) name: ...Tarheel Transformations LLC..... IP address: ...63.98.77.130.....
Property address: ...404.Rose Ave., Wilmington, NC 28403..... Tax ID: ...R05613-003-001-001.....
Phone number: ...9168843565..... Email address: ...jp@mk1investments.com.....
Listing price \$: ...384,900..... (Any adjustments to the Listing Price must be agreed upon in writing by the Seller).

Notice: Broker Compensation is fully negotiable and is not fixed, controlled, recommended, or suggested by law or any multiple listing service (MLS) or association of REALTORS®.

Following the National Association of REALTORS® (NAR) Settlement Effective 08/17/2024: (a)The selling commission is no longer disclosed on MLS listings. (b) The Seller can still offer concessions and compensation to the buyer. (c) The Seller can offer compensation to the buyer's agents.

Compensation: The Broker (Beycome) will earn a listing broker compensation (the "Flat Fee") for placing the Seller's listing into the MLS and using Beycome services. The Seller must select an MLS package and pay a one-time flat fee: \$99 for the Basic MLS Package or \$399 for the Enhanced Package. This payment is due upon executing this agreement. The Seller will owe no additional commission, compensation, or payment to the Broker beyond the initial Flat Fees outlined in this section.

Notice: The Broker (Beycome) does not share commissions with buyer's broker/agent. If the Seller decides or agrees to pay a commission to the buyer's broker/agent, they must negotiate directly with the buyer's broker/agent, with a written agreement specifying their compensation and duties must be signed. This agreement will also serve as escrow instructions.

A. KEY TERMS AND CONDITIONS:

I. Broker owes you the following duties under this Agreement:

1. **The Broker will make their best effort to find a buyer or tenant** by listing the property with N.C. Multiple Listing Services and will use their knowledge and experience to assist in marketing and selling the property. However, the Seller understands that the Broker does not guarantee the sale or lease of the property.
2. **Disclosure of material terms of offer:** The Seller acknowledges that, according to N.C. Real Estate Commission rules, real estate brokers are prohibited from disclosing the price or other material terms of an offer to a competing party without the express permission of the party who made the offer.
3. **Disclosure of material facts.** Seller acknowledges that broker is required by law to disclose to potential purchasers of the Property all material facts pertaining to the Property about which the broker knows or reasonably should know, and that REALTORS® have an ethical responsibility to treat all parties to the transaction honestly.
4. **Providing agreement to listing service.** Seller acknowledges that the rules of any listing service of which broker is a member may obligate broker to provide a copy of this agreement to any such listing service at its request, and seller consents to broker providing a copy of this agreement in the event of any such request.

a. Under this Agreement, the **Broker is not responsible for arranging showings or setting the asking price.** Cooperating Brokers can schedule showings directly with the seller, or the seller will coordinate with the Buyer or Renter if no Cooperating Broker is involved. The Seller acknowledges that the Broker does not need to be physically present to grant access to the property.



b. Both the Seller and Broker acknowledge that **Broker has no knowledge of any facts about the Property**, as Broker has not visited or inspected the Property in any way. Any and all compliances with these disclosures will be solely the responsibility of Seller.

c. The listings of this type being contracted under this Agreement are known as "Exclusive Right to Sell" agreement with limited services.

II. Seller Acknowledgment, Obligations and Duties:

The seller agrees to assist the broker in marketing and selling the property by:

a. **Cooperation with Broker:** Providing accurate and timely information, including when it's mandatory:

- I. Residential Property and Owner's Association Disclosure Statement (unless exempt).
- II. Mineral and Oil and Gas Rights Mandatory Disclosure Statement (unless exempt).
- III. Lead-Based Paint or Lead-Based Paint Hazard Addendum for any residential dwelling built before 1978.

b. Making the property available for showings with functioning utilities at reasonable times and with reasonable notice.

c. Supplying the Broker, as soon as possible, with relevant documents in the seller's possession, such as:

1. Restrictive covenants affecting the property.
2. Bylaws, articles of incorporation, rules, regulations, and other governing documents of the owners' association and/or the subdivision.
3. Owners' association statement of account, master insurance policy, current financial statement, budget, parking restrictions, and architectural guidelines.
4. Title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes, and easements related to the property.

Additionally, Seller acknowledges, unless otherwise stated in this Agreement or other written statement, that the Seller is unaware of the following:

- i. Any type of default that has been recorded against the Property;
- ii. Any type of financial delinquency which used the Property as security;
- iii. Any type of bankruptcy or insolvency involving the Seller or affecting the Property; and
- iv. Any type of mediation, arbitration, litigation, or any proceeding where an institution, public or private, has action pending against the Property which includes the Seller's ability to sell the Property.

The seller authorizes (1) any current or former attorney representing the seller to release and disclose any title insurance policy in their possession to the Broker, (2) the property's title insurer or its agent to release and disclose all relevant materials in their files to the Broker, and (3) the owners' association manager (or authorized representative) to release and disclose copies of all referenced documents in subparagraphs (c)(1), (c)(2), and (c)(3). The seller acknowledges that the Broker is not obligated to obtain or verify the accuracy of any information provided under this authorization.

d. **Settlement Obligations:** At settlement, the seller agrees to execute and deliver a GENERAL WARRANTY DEED conveying fee simple marketable title to the property, including legal access to a public right of way, free of all encumbrances except for:

1. Ad valorem taxes for the current year.
2. Utility easements, rights-of-way, unviolated restrictive covenants, and encumbrances the buyer agrees to assume in the sales contract.

e. **Lien Agent Designation:** If required by N.C.G.S. §44A-11.1, the seller will promptly designate a Lien Agent and provide the Broker with a copy of the appointment as soon as possible.

f. **Representation and Disclosure:** The seller represents that, as of the effective date, they are not (and will not be, if the property is currently listed) a party to a listing agreement with any other real estate firm regarding the property. The seller also confirms that they have received and reviewed the "WORKING WITH REAL ESTATE AGENTS" disclosure with the Broker.

WARNING: Buyer Letters to Seller. To entice a seller to choose their offer, some buyers write personal letters to sellers expressing why they wish to purchase the seller's property. Such letters often contain personal information and reveal characteristics of the buyer which could be used, knowingly or through unconscious bias, as a basis for the seller's decision to accept or reject an offer that may violate State and Federal Fair Housing laws or used to form the basis for a claim that the seller, and possibly the seller's agent, have violated Fair Housing laws. In order to avoid potential liability for unlawful discrimination as well as the appearance of impropriety, Seller should discuss with Broker how any such letters that may be submitted will be handled.

It is strongly recommended, for your protection, that you retain a real estate attorney for all real estate transactions, including this Agreement, even if a real estate licensee or REALTORS® is involved.



B. LISTING AGREEMENT:

By entering into this Agreement, you, the Seller, certify that you are the Seller and/or a full legal authorized party to sell and/or rent the Property and agree to the following terms:

a. The Term: The Seller grants the Broker the exclusive right to list and sell the Property. This Agreement begins when the Seller submits all required listing information, photos, and the Flat Fee payment. It remains in effect for 36 months, ending on ...08/30/2027..... at 5:59 PM, or until the Property is sold or the Seller cancels the Agreement as specified below (d).

b. Seller representations: Did the Seller:

Owned the Property for over a year Owned the Property for less than a year does not yet own the Property

If Seller does not yet own the Property, Seller agrees to promptly provide Broker information pertaining to Seller's acquisition of the Property, such as a copy of a sales contract or option for the Property, and to keep Broker timely informed of all developments pertaining to Seller's acquisition of the Property.

c. Earnest Money, Escrow, Due Diligence Fee: The Broker will not hold any funds in a trust or escrow account for any transaction related to this Agreement.

d. Seller Cancellation, Withdrawals and refund: The Seller may cancel this Agreement at any time (without any fees), except when the property is Under Contract. A full refund is available if cancellation occurs before the listing is published on the Services. For the Enhanced service, cancellation must also occur before promotional items are shipped or digitally sent (CMA) and at least 48 hours before a scheduled photography session.

e. Broker Cancellation. Broker reserves the right to cancel the listing if the Seller provides false information, impersonates the actual owner, or if legal issues restrict the Property's sale or rent, posing a risk to the broker, brokerage, license and/or company. If Seller fails to respond to Broker's attempts to contact Seller via email and telephone, Broker reserves the right to cancel the listing after Three (3) days, and the listing shall be deemed abandoned by Seller with no refund.

- 1. **Incomplete Questionnaires:** A listing with an incomplete questionnaire for more than 30 days will be considered abandoned and will not be eligible for a refund.
- 2. **Off-Market Listing:** If the property is off the market for more than 30 days, whether consecutive or not, it will be considered abandoned, and no refund will be given. "Off-market" means the property isn't actively listed or available for showings on the MLS.

f. Special Circumstances: The Broker will keep Seller-requested information confidential unless disclosure is permitted by the Seller or required by law. The Seller acknowledges that without a Confidentiality Agreement, the buyer and buyer's broker may not treat any offer as confidential. The Broker must always provide truthful information, even if it conflicts with keeping Seller confidences. If the sale requires third-party approval (e.g., divorce, bankruptcy, short sale), the Seller is responsible for meeting contingencies and ensuring the agreement reflects them.

In North Carolina, once the listing is placed on the MLS service, the Seller must agree to and sign the "Release and Cancellation of Listing Agreement" to cancel, delete, release, or terminate a contract. This agreement is generated online from your Beycome Dashboard (Status > Delete/Cancel) when you request the cancellation of your listing.

Seller(s) Initials: TTL

Seller acknowledges that Seller has been made aware of each Broker duty described above in this paragraph.

Seller(s) Initials: TTL

The Seller may not terminate this Agreement while the property is under contract. If the Agreement expires while the property is still under contract, the Seller must continue to comply with the terms outlined.

Seller(s) Initials: TTL

g. 90-Day Money Back Guarantee Policy: If the Property* is not closed, under contract, or has not received at least two offers within 90 days of being listed on the MLS Service, the Broker will refund \$99 to the Seller. This guarantee does not cover lease/rental properties, land, commercial properties, or pre-construction/under-construction properties. Refunds won't be issued for cancellations requested before 90 days or after 104 days. Photographer fees, yard signage, lockbox, CMA, and shipping are non-refundable. To get the \$99 refund, submit a request to contact@beycome.com. Choosing a refund will remove your listing from the MLS Service and beycome.com.



C. FIXTURES AND EXCLUSIONS:

Important Notice: Do not rely on verbal or written statements outside the official sales contract to determine what items are included or excluded in the sale. Both the buyer and seller must clearly specify these items during negotiations.

Included Items:

a. Fixtures: All existing fixtures are included in the sale as part of the purchase price and are free of any liens, unless specifically excluded in sections (d) or (e).

b. Specified Items: The buyer and seller agree that the following items, if present at the time of the offer, are included in the sale, free of liens, unless excluded in sections (d) or (e). This includes both traditional and "smart" versions, plus any related equipment or remote controls.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Exercise equipment/devices that are attached
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation
- lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- ump-pumps, radon fans and crawlspace ventilators; dehumidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

c. Unpairing and Deleting Data from Devices: Before closing, the seller must "unpair" any devices included in the sale from personal property (e.g., hubs, smart assistants, mobile devices), delete all personal data, and reset them to factory settings unless otherwise agreed. This responsibility extends beyond closing.

Note: Any fixture or item mentioned in sections (a) and (b) that will not be included in the sale must be clearly identified in sections (d) or (e), as applicable.

d. Leased or Not Owned Items: Any item that is leased or not owned by the seller, such as antennas, satellite dishes, receivers, appliances, or alarm and security systems, must be specified here and will not be included in the sale.

In addition: Any leased fuel tank identified will not be included in the sale.

e. Other Items That Do Not Convey: The following items will not be included in the sale (specify the items to be excluded as mentioned in sections (a) and (b)):

Seller's Obligation: The seller must repair any damage caused by the removal of any items excluded above.

f. Personal Property: The following personal property, present on the property as of the date of the offer, will be transferred to the buyer at no additional cost at closing:

Note: Any personal property that will be included in the sale should be specified in this paragraph. Buyers are encouraged to check with their lender to confirm that the listed personal property can be included in this contract.

D. PROPERTY:

Seller understands that because of the potential serious health risks associated with lead substances, asbestos, radon, urea formaldehyde foam insulation ("UFFI") and other environmentally hazardous conditions prospective buyers should be advised if these conditions are present or have existed in the listed property. Seller also understands that failure to make such a material disclosure could be a violation of federal and/or N.C. law and could result in (i) the rescission of any purchase agreement between broker and a prospective buyer, and/or (ii) an award of damages against broker, as the Seller, or any person responsible for disclosing the information regarding the property. Seller specifically authorizes the broker, to disclose any such existing conditions to prospective buyers.

Each of the following representations is made to the best of Seller's knowledge:

	Is Present	Was Treated/Removed or Tested	No knowledge or Reason to Know of Presence
Radon	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Synthetic Stucco (EIFS)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Flood Hazard	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Termite	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a. MARKETING:

The seller authorizes the broker to market and advertise the property through various media, including the Internet and MLS, and to collaborate with other brokers to find buyers. The seller understands that listing the property in MLS makes it accessible to all MLS members, affiliated licensees, and third-party websites, and may include images for sale purposes. The seller agrees to have the property displayed on any internet site, including showing the property's address online. The broker may use materials provided by the seller during the agreement but is not responsible for third-party use after the agreement ends.

b. The seller permits the broker to provide a "For Sale" sign for the property and to advertise it as "under contract" or "sold" if applicable. **Note: FSBO (For Sale by Owner) yard sign is not permitted once the property is listed in an MLS system.**

c. If the seller is on a "Do Not Call List," the seller expressly consents to the broker calling for any purpose related to the sale of the property. This consent remains valid even after the termination of this agreement.

d. The seller has the right to place a lockbox on the property. The broker is not liable for any loss, damage, or injury related to the use of a lockbox, showings, or otherwise. Although lockboxes can aid in marketing the property, there have been rare cases of misuse, such as burglaries. To minimize risk, the broker advises against placing lockboxes on easily removable fixtures. The seller should secure valuables, prescription drugs, and keys, as others will have access to the property.

e. The seller acknowledges that while marketing services will aid in showing and selling the property, there are risks beyond the broker's control, including (i) unauthorized use of a lock/key box, (ii) visitor control during or after showings or open houses, including taking and using photographs and videos, (iii) inappropriate use of property information on the Internet or by listing services, and (iv) outdated or inaccurate property information remaining online after the listing expires, including photographs. The seller understands that the broker and its agents cannot control or remove such information once it is online.

E. OTHER TERMS AND CONDITIONS:

a. Seller's Obligations to Update Information Within 24 Hours on the Beycome Website for the MLS Service: Per MLS rules, property information must always be current. The Seller is required to update the following information within 24 hours:

1. **Contract Status:** Notify immediately when a contract is signed or executed (e.g., pending sale, or under contract).
2. **Sale or Rental Completion:** After the property is sold or rented, provide the cooperating broker's details, sale or rent price, type of financing, closing date, and a fully executed copy of the purchase/sale agreement, settlement statement, and all addenda.
3. **Changes or Notices:** Inform the Broker immediately of any changes, such as listing cancellations, price changes, or commission adjustments. Any changes will require an addendum to this Agreement.
4. **Off Market:** The Seller cannot keep the property "off market" on the MLS Service for more than 30 consecutive or non-consecutive days. If the property remains off market for more than 30 days, it will be considered abandoned, and no refund will be issued.

WARNING: A \$900 MLS penalty may apply if the Seller fails to notify the Broker by email within 24 hours of

**receiving notice or knowledge.****b. All listings are subject to MLS review and must comply with MLS Rules and Regulations.**

Non-compliance allows the Broker to cancel the listing without a refund. If the MLS issues a notice, the Broker will forward it to the Seller, who must comply within 24 hours. Failure to do so may result in the listing being canceled without a refund. If the Broker needs to take legal action to enforce this Agreement, and the Broker prevails, the Seller agrees to pay the Broker's reasonable attorney's fees and court costs in addition to any other awarded amounts.

c. Hazardous Conditions on Property: The Seller acknowledges that the Broker has no obligation to inspect the Property for defects, hazardous conditions, or needed repairs. The Seller is solely responsible for ensuring the Property is safe for prospective buyers, their agents, invitees, and contractors, including providing warnings of any non-obvious dangers. To minimize liability, the Seller should address and correct any hazardous conditions. The Seller agrees to indemnify and hold the Broker harmless from any claims or damages resulting from injuries or harm on the Property.

d. Lead Paint Disclosure. As required by federal law (Residential Lead-Based Paint Hazard Reduction Act of 1992, Title X), if any portion of a residential dwelling was built prior to 1978, the Lead-Based Paint Disclosure Exhibit (F316) is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978. Broker is hereby authorized to distribute any Lead-Based Paint Exhibit to buyer interested in Property.

e. Limits on Broker's Authority and Responsibility:

1. The Broker has no duty to inspect the Property or advise on matters that could be revealed through professional assessments, such as surveys, appraisals, title searches, utility bill reviews, or specialized inspections (e.g., for radon, asbestos, mold, lead-based paint). The Seller acknowledges that the Broker lacks expertise in these areas and should seek independent professional advice on any concerns related to the Property. The Broker is not responsible for monitoring, supervising, or inspecting any construction or repairs on the Property.
2. The Broker owes no duties to the Seller and has no authority beyond what is specified in this Agreement.
3. The Broker will make all legally required disclosures.
4. The Broker is not responsible for ensuring that the Seller meets the duties and deadlines in any Contract to Sell; this is solely the Seller's responsibility.

f. Other Professional Services: The seller acknowledges that the Broker is being hired solely as a real estate professional. The seller understands that other professionals, such as an attorney, insurance agent, tax advisor, surveyor, structural engineer, home inspector, environmental consultant, architect, or contractor, are available to provide additional advice or services. While the Broker may provide the seller with names of professionals who offer these services, the seller understands that the Broker cannot guarantee the quality or expertise of any provider. The seller agrees to pay the full amount due for all services directly to the provider, regardless of whether the transaction closes. The seller also agrees to indemnify and hold the Broker harmless from any liability, claims, losses, damages, suits, or expenses that may arise from the seller's choice and use of any such provider or the seller's decision not to use these services.

g. Indemnification:

1. The Seller acknowledges that the Broker's liability is limited to the amount of compensation paid under this Agreement (excluding amounts paid to cooperating brokers) or \$100 if no compensation is paid.
2. Additionally, the Broker's liability for any loss of funds due to wire or cyber fraud is capped at \$100.
3. The Broker has no authority to bind the Seller to any Contract to Sell or give notices on the Seller's behalf, except to forward a notice signed by the Seller if requested.

h. Attorney's Fees: If this Agreement or any of its provisions leads to litigation or arbitration, the prevailing party is entitled to recover reasonable attorney's fees actually incurred, as permitted under N.C. Gen. Stat. § 6-21.2.

i. Security, Insurance, Showings, Audio, and Video: The Seller agrees to take reasonable precautions to protect valuables during showings and to obtain insurance against potential risks, as the Broker does not provide such coverage.

IT MAY BE A CRIME UNDER FEDERAL AND STATE LAWS TO LISTEN TO OR RECORD AN ORAL COMMUNICATION THROUGH THE USE OF ANY ELECTRONIC, MECHANICAL, OR OTHER DEVICE WITHOUT THE CONSENT OF A PARTY TO THAT COMMUNICATION.

j. Surveillance/recording: Notice to Seller regarding recordings within the property: If the Seller has a recording system on the Property that records or transmits audio, the Seller understands this may violate state and/or federal wiretapping laws. The Seller agrees to release and indemnify the Brokerage, Broker, and employees from any liability resulting from such recordings or transmissions.

While potential buyers should not engage in unauthorized photography or videography on the Property, the Seller acknowledges that such actions may still occur. To protect privacy, the Seller should remove any personal items they do not wish to be recorded or transmitted. The Seller releases the Brokerage, Broker, and employees from liability related to any unauthorized recordings or transmissions by third parties, including appraisers, inspectors, Brokers, or prospective buyers.

F. MEDIA & COPYRIGHT ISSUES:

The Seller warrants that any media they provide is their property and agrees to indemnify the Broker against any third-party claims related to its use. By submitting media, you certify to the Broker that you have the rights or necessary licenses for its use. Do not upload or use any copyrighted, unauthorized, or illegally obtained images, descriptions, videos, or photographs on the website.

Important: Uploading media (photos, videos, etc.) taken or paid for by a previous agent or seller without their written permission and that of the photographer is strictly prohibited. You are solely responsible for any fines or penalties incurred due to unauthorized uploads. Beycome/Broker may remove any content without notice if a violation or complaint is received.

WARNING:

Verbal permission to use media is insufficient. Copyright infringement penalties can be up to \$150,000 per image.

1. Misuse of Public Remarks and descriptions:

You agree that the Property Description or other public facing fields may not include:

- Showing Instructions
- Commission information
- Compensation or compensation information
- Gates Code
- Lockbox information
- Occupancy status, such as "vacant"
- Email addresses
- Website addresses
- Phone numbers
- For Sale by Owner information
- Open house information
- Language that violates fair housing laws and guidelines

Note: Broker reserves the right to remove any remarks within any field that are found to be inappropriate.

2. Branded Photos/Media:

Branding of any media submitted to the Broker and MLS is prohibited. All images, photography, videos, virtual tours, and other media must be free of any branding or promotional information.

You agree that photos and media uploaded to the MLS must not contain any of the following:

- Agent, Broker or Brokerage Names or logos
- Watermark
- Phone Numbers
- Website or email addresses
- For sale or for lease signs, billboards, open house signs, promotion signs, or any other advertising material with identifiable information
- Compensation or compensation information
- Messages or solicitations
- People that are not incidental to the subject of the photo and/or are identifiable
- Example: A scene that feature only a person.
- Photographs of children will be pulled immediately
- Items not directly related to the listing.
- Animals with no relation to the property being listed. Example: A photograph of only a horse, dog, chicken, etc.

Note: Broker reserves the right to remove any photos/Media that are found to be inappropriate.

Exterior Photo Requirement: Seller agrees to add at least one (1) photo or rendering of a substantial front portion of the exterior structure of the listing.

3. Mandatory Floor Plan or Detailed Square Footage: Per North Carolina Real Estate Commission rules, the square footage of the property must comply with the "Residential Square Footage Guidelines" for it to be listed on the MLS.

Detailed guidelines can be found in the Measurement Booklet provided by the North Carolina Real Estate Commission:

<https://www.ncrec.gov/Brochures/Measurementbooklet2013.pdf>

Accepted Methods: Sellers can fulfill this requirement by:

1. Using third-party apps such as Cubicasa® or others.
2. Working with a real estate photographer.
3. Consulting a certified appraiser or a certified floor plan professional capable of providing the necessary documentation.

Non-Acceptance of Public Appraiser Measurements: The North Carolina MLS's does not accept measurements solely from Public city and state Appraisers for this purpose.

**G. GENERAL:**

a. Entire Agreement. This Agreement (including the Terms of Use and Privacy Policy, each as updated by Beycome from time to time) represents the entire agreement between you and Beycome and supersedes any prior or contemporaneous understandings or written or oral agreements between you and Beycome, with respect to the subject matter of this Agreement. Except for updates by Beycome to the Terms of Use and Privacy Policy, this Agreement may only be amended, changed or modified pursuant to a written document duly executed by both you and Beycome.

b. Non-Discrimination, EQUAL and FAIR HOUSING OPPORTUNITY: The parties understand and agree that it is illegal for either party to refuse to display or sell the Seller's property to any person based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental handicap, military status, sexual orientation, gender identity, unfavorable discharge from military service, familial status, immigration status, source of income, arrest record, or any other class. Additionally, the Broker as a REALTOR®, have an ethical obligation to perform these activities without regard to the sexual orientation or gender identity of any party or prospective party. The parties agree to comply with all applicable federal, state, and local fair housing laws.

c. FIRPTA: The Foreign Investment in Real Property Tax Act (FIRPTA) applies if the Seller is a non-resident alien, foreign corporation, partnership, trust, or estate. If applicable, the Seller agrees to comply with all FIRPTA-related state and federal regulations and is responsible for obtaining independent legal and tax advice.

d. Wire Fraud warning statement: order to protect the parties from fraudulent activities involving wire fraud, the parties should always verify requests for wire transfers, double check email addresses for accuracy and confirm with telephone calls to known numbers before initiating an electronic transfer of funds.

e. Governing Law and Interpretation: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without giving effect to principles of conflicts of laws). The U.N. Convention on Contracts for the International Sale of Goods is expressly excluded. Although this Agreement pertains to the sale or listing of property in North Carolina, the parties agree that the choice of Florida law is due to Beycome Brokerage Realty LLC's principal place of business being located in Florida. This choice of law provision reflects the company's operational headquarters and is intended to streamline legal processes. For any action or proceeding to enforce Arbitration or an Arbitration ruling, or for an action for injunctive relief, you and Beycome each expressly consent to the (i) venue of Miami-Dade County, Florida, USA, and each party hereby expressly waives any objection to such venue based upon forum non-convenient or otherwise; and (ii) jurisdiction of the state and/or federal courts in and/or for Miami-Dade County, Florida, USA.

f. Both the Seller and Broker acknowledge that the Broker has no specific knowledge about the Property, as the Broker has not visited or inspected it. The Seller is solely responsible for complying with all disclosure requirements. The Broker is not required to gather or verify information and relies on the Seller-provided details, including photos and descriptions, submitted to the MLS in good faith without verifying accuracy.

g. Governmental Compliance: Seller warrants that the Property is not in violation of any law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning).

h. Agreement to Be Bound and Survival. Your agreement to be bound by this Agreement commences with the earlier of your executing this Agreement, you're accessing or using the Service, or otherwise submitting information to Beycome through the Service. Your agreement to be so bound will continue until this Agreement is terminated pursuant to the terms of this Agreement or your right to access and use the Service is either canceled or terminated, subject to the survival of each of the following after such cancellation or termination: Sections 3 through 12 of this Agreement and any other obligation you have to Beycome. If, following the cancellation or termination of your right to access and use the Service, you access or use the Service or otherwise submit information through the Service, then you again, automatically and immediately, are bound by these Terms.

i. Waiver of Liability: The Seller agrees to waive, acquit, and forever release the Broker, including its officers, directors, employees, contractors, associates, and representatives, from any responsibility or liability related to any aspect of this Agreement or the Property. This includes but is not limited to any photos or videos produced and distributed, third-party claims, or any legal actions arising from the Agreement.

Additionally, the Seller agrees to indemnify, defend, and hold the Broker harmless from any third-party claims, liabilities, or damages, including those resulting from inaccurate information provided by the Seller, mismanagement of earnest money not handled by the Broker, or any undisclosed hazards on the Property.

j. Electronic Signatures. By signing this Agreement electronically, you agree that your electronic signature has the same legal effect as a handwritten signature. This means that by clicking the signature box or typing your name electronically, you are legally bound by the terms of this Agreement, just as if you had signed it in person with a pen. You can sign this Agreement on your computer or mobile device, and each party may keep a digital copy as the official version of the Agreement.

k. Counterparts and Electronic Versions: This Agreement may be signed in multiple counterparts; each considered an original with equal validity. Together, all counterparts form one complete document. The Agreement may also be signed electronically, and either party may keep an electronic copy as the official version. A printed copy of this electronic version will be treated as an original for all purposes.

Signature(s) on the following page.



Each party is responsible for obtaining legal advice before signing and confirms they have received, read, and understood this Listing Agreement, any transaction Brokerage agreements, and their copies.

By signing, you confirm that (A) you have read and understood this Agreement; (B) you are at least 18 years old, legally capable, and able to enter into a binding contract; (C) you are the seller or an authorized representative of the listed property; and (D) you accept and agree to be bound by its terms. If you do not agree, you are not authorized to use the service.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

In witness whereof, the Broker and Seller have duly signed and entered into this Listing Agreement.

Broker: Steven Koleno (License: 317956)

Date: 08/30/2024

Brokerage Company:

Beycome Brokerage Realty LLC (License: C32682)
5701 Sunset Drive, #224
South Miami, USA

Seller(s)/customer(s):

- By checking this box and signing below electronically, I/we acknowledge and accept the terms of the agreement.
- By checking this box, the Seller(s) acknowledges that offering cooperating compensation is optional, and the Seller(s) has no obligation to provide such compensation.
- By checking this box, the Seller(s) acknowledges that the Broker (Beycome) does not share commissions with the buyer's broker/agent or cooperating broker/agent.
- By checking this box, Seller(s) agrees that the Broker (Beycome) or any fully authorized representative, are given express consent to contact the undersigned by telephone calls and/or text messages or electronic mail.

Seller(s) name: ...*Tarheel Transformations LLC*.....

Property address: ...404 Rose Ave., Wilmington, NC 28403.....

Date: ...08/30/2024..... **IP address:** ...63.98.77.130.....

Email address: ...jp@mk1investments.com..... **Phone Number:** ...9168843565.....