
Listing Agreement — Non Network

Any change to the preprinted language in this document must be made in a prominent manner and initialed by all parties in order to be binding on the parties.

AGREEMENT dated **12/04/2024** (the "Effective Date") between **Cartus Financial Corporation**, ("Cartus") and **Landmark Realty**, (hereinafter referred to as "Agent"), which represents and warrants that it is duly licensed as a Real Estate Broker:

WHEREAS, **Cartus Financial Corporation** desires to sell the property described below through the Agent, and said Agent wishes to act as the local agent for the sale of the property and to maintain and manage such property as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Listing Agreement, it is agreed as follows:

1. The property which is the subject matter of this Agreement, and for which **Cartus Financial Corporation** has or will have a right to sell is:

File # : **3518266**

Address: **589 Robin Road**

Grenada, MS 38901

The list price shall be **\$249,900** or such other price as Cartus may agree to in writing.

2. Cartus has the right to reject any offer as it sees fit.
3. This listing shall commence on the Effective Date, is exclusive with the agent and shall expire at the earlier of (i) the closing of sale or (ii) two business days notification from Cartus to Agent that this Agreement is cancelled, which notice may be sent by Cartus to Agent via fax, mail or e-mail. Failure to abide by the terms set forth may result in legal proceedings to recover any damages resulting there from. This agreement shall be cancelled if is unable to acquire the property.
4. Cartus will refer to the Agent all prospective purchasers or other brokers who may contact Cartus directly.
5. As part of this agreement, you agree to offer Guaranteed Rate Affinity, LLC financing to all prospective purchasers of this property and will also:
 - a. Display and maintain in the property all information provided by Cartus that describes the programs offered by Guaranteed Rate Affinity, LLC.
 - b. Actively encourage pre-qualification of all prospective purchasers of this property with Guaranteed Rate Affinity, LLC, 1-888-342-5744.
 - c. When presenting offers to purchase from prospective purchasers to Cartus, provide the buyer's name, and home and work telephone numbers, as well as the name and telephone numbers of the Real Estate agents involved in the transaction. At the same time, notify Cartus in all instances where buyers choose to obtain financing from a source other than Guaranteed Rate Affinity, LLC. This information will be forwarded by Cartus to Guaranteed Rate Affinity, LLC for follow-up on the buyer's mortgage needs.

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- d. Encourage prospective buyers to contact Guaranteed Rate Affinity, LLC to answer any questions regarding available mortgage programs.
 - e. Notify Cartus of any property characteristics which might affect the ability to place a mortgage on this property.
 - f. Make certain that all offers, binders and contracts of sale are directed to Cartus and not to any former owner of the property.
6. The Agent shall use their best efforts to sell the property at the "asking price" as set by Cartus from time to time, by the use of any /or all recognized methods including advertising, showing the property to prospective purchasers and, where permitted, placing a "For Sale" sign on the property. The Agent agrees to list the property with all other reputable brokers on a co-brokerage basis, to utilize any existing local multiple listing service available to it, and to cooperate with all other brokers which may have purchasers for the property. The Agent further agrees to keep Cartus advised of significant activity affecting the property and submit status reports to Cartus.
7. Commission:
- a. Cartus agrees to pay the Agent a total commission equal to **6.25%** of the selling price (hereinafter referred to as the standard commission) for any consummated sale resulting from a written offer submitted. In return, the Agent agrees to complete, sign and deliver the **Cartus Financial Corporation** Final Billing Statement to the closing representative at the closing.
 - b. No commission shall be deemed earned by or payable to the Agent until such time as the sale is actually consummated and finally closed, including passage of title and payment of the purchase price as agreed irrespective of the clause for such non-consummation whether it be the act or fault of the sellers, the purchaser's failure to take title, or the unmarketability of title, or for any reason whatsoever. Accordingly, any earnest or deposit money which is forfeited by a purchaser under a contract of sale will be paid in full to Cartus as liquidated damages and not as a penalty.
 - c. The property must be acquired by a purchaser introduced by the Agent and the Sales Contract executed:
 - i. During the aforementioned exclusive listing period or any extension thereof, or
 - ii. **Within 3 days after the expiration** of the exclusive listing period or any extension thereof (such period being called hereinafter the "Protection period"), provided the Agent has furnished Cartus with current lists of prospective purchasers who have been introduced by the Agent and title is in fact acquired by a purchaser whose name appears on such lists. (Such lists must be received by Cartus within three (3) working days after the expiration of the listing or any extension thereof.)

In the event the property is sold during and under a subsisting "protection period" in favor of another real estate broker, the Agent hereby agrees to waive all commission in connection with such sale.
 - d. Agent/Broker agrees to pay Cartus at closing, a referral fee in accordance with a notification to be transmitted by Cartus' Real Estate Services Department. Such fee is due unless Cartus has executed a notice acknowledging that no such referral fee is due.
8. Unless instructed otherwise, Cartus Financial Corporation Cartus' closing representative in your area is hereby authorized to accept and hold in escrow all money paid or deposited as a binder.
9. Cartus shall in no way be responsible for nor obligated to pay any expenses incurred in connection with advertising or any other sales promotional activity, nor shall it bear any burden of satisfying any additional commissions arising out of co-brokerage, multiple listing, etc., it being expressly agreed that all such
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expenses are the responsibility and obligation of the Agent. Agent agrees to hold Cartus harmless from any and all claims of other brokers arising from acts occurring during the period of this contract or any extension or renewal thereof,(whether for commission, earnest money or otherwise) including the protection period.

10. Procedures for Maintenance of Property:

- a. Immediately upon accepting this listing, the Agent shall inspect the property.
- b. Within 48 hours of the property becoming vacant, Agent shall arrange to have necessary maintenance and minor repairs performed including house cleaning, pool maintenance, snow removal and yard work required to show the property advantageously at a cost to Cartus to be kept at a minimum. These services shall be paid for by the Agent and the Agent shall bill **Cartus Financial Corporation** for same on a monthly basis, referring to Cartus' file number and enclosing any paid receipts and / or check copies for Cartus' records. Payment to vendors shall be made only upon verification that work was performed satisfactorily.
- c. The Agent shall seek Cartus' approval and then notify utility, telephone and refuse disposal companies to discontinue service at once or when the present occupants vacate, whichever is later, billing the former occupant as appropriate.
 - i. The Agent shall continue utilities other than telephone and have them put in its name, pay the bills as they come in, and bill Cartus for same on a monthly basis. Cartus will pay invoices within 30 days after receipt thereof.
 - ii. In order to expedite payment of invoices submitted by the Agent (the attached procedure should be followed): Cartus' file number must be included on the invoice as well as on the envelope before submitting same to Cartus' Accounts Payable Department.
 - iii. Agent shall not pay any bills which are in part or completely the former owner's responsibility. Agent will not be reimbursed by Cartus for any expenditure incurred during a period of time when Cartus is not the owner of the property or when submitted later than 5 days after closing. Expenses incurred in violation of this clause shall be the sole responsibility of the Agent.
- d. The Agent agrees to have a qualified plumber properly winterize the subject property to prevent damage from freezing water and freezing temperatures. Winterization will be completed a minimum of 30 days before temperatures normally drop below freezing. However, if the home is sold and scheduled to be closed before that time, the Agent will check with Cartus before ordering this work.
- e. During the listing period and until closing of any sale, the Agent shall:
 - i. Furnish such supervisory and inspection services, without charge to Cartus, as shall minimize the possibility of damages to the premises by fire, vandalism or other similar causes.
 - ii. The Agent shall inspect the property at least once every other week or more often as required and arrange for the performance of minor maintenance upon the premises, such as snow removal, picking up papers, mowing lawns, and keeping the house in clean condition. Subject to paragraph 10 (c)(3) above, Cartus shall reimburse the Agency for all reasonable expenses the Agent incurs for such minor maintenance.
 - iii. As the need arises, Agent shall obtain and forward to Cartus for their approval at least two (2) estimates for any repairs or improvements. Please include the estimates on the Repair and Improvement Contract Bid Sheet.
 - iv. In emergencies Agent shall take whatever prudent action is necessary to protect the property from waste and damage, notifying Cartus as soon as possible thereafter.

11. The Agent shall not allow occupancy of the property without Cartus' written consent.

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12. Agent shall furnish Cartus with the Monthly Status report on the property during the management and marketing of the home.
 - a. These reports should be completely filled in and include the following: number of showings, condition of the property, bonus incentives, advertising efforts and, in particular, any new ideas and recommendations.
 13. The Agent agrees to take the responsibility of informing Cartus on an ongoing basis of any developments in the area where the Broker does business related to the presence of radon gas, dioxin, or other toxic materials, chemicals, or gases. The Broker understands and agrees that it will comply with Cartus' policy of full disclosure of all knowledge related to toxic materials, chemicals, gases or other factors that relate in any manner to the value of the Home or to potential health hazards to those who may occupy the Home.
 14. **Equal Employment Opportunity:** Agent is on notice that Cartus may be deemed to be a contractor or subcontractor subject to Executive Order 11236 and Agent therefore is deemed to have assured compliance with Executive Order 11246, as amended Section 503, as amended, and 38 USC 2012, as amended with respect to the services covered by this agreement.
 15. Agent agrees that it will indemnify and hold Cartus harmless from any claims, liabilities, loss or damage (said indemnity to include attorney's fees) arising from Agent's negligence or breach of the terms of this agreement.
 16. Time is of the essence and in the event that Cartus has not received a signed copy of this agreement within seven (7) days from the date of this Agreement, this Listing Agreement shall be terminated at Cartus' option and Cartus shall be free to list the property with another broker without any liability to Agent.
 17. Agent will use Cartus' preferred contract of sale form if one is available in this state; if not, Cartus' Standard Addendum will be used.
 18. The Agent covenants and agrees that it will not place a lien or any other encumbrance against the property for any amounts due to Agent with respect to the property and the sale thereof, but will look directly to Cartus for payment of such amounts. In case of any conflict between this Section and any provision of any document concerning the property, the provisions of this Section shall control.

Amendment to this Listing Agreement:

In witness thereof, the parties hereto have executed this Agreement on the date first above written.


 Witness

Cartus Financial Corporation

By: _____


 Witness


 Broker/Authorized Broker's Representative