

LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL

In consideration of the services to be rendered by the undersigned licensed Broker ("Broker"), the undersigned ("Seller") hereby exclusively lists with Broker the Property described as:

Property Address 1006 N Wikoff Ave, Watonga, OK 73772

Legal Description BLK 100, Lots 16-17 Watonga City

together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral rights owned by Seller, if any, all of which may be described in any property data form attached to and by this reference made a part of this Agreement (collectively referred to as "the Property"), and grants to Broker the exclusive right to sell the Property, within the term of this listing, at a price of \$ 37500.00 and on the terms herein stated, or at such other price and terms as shall be acceptable to Seller. This listing shall be subject to the following:

1. **SCOPE OF SERVICE.** Seller elects the following listing package and incorporates the appropriate Appendix to this agreement:

- a. _____ Full-Service Package
- b. _____ MLS Entry Only+ Package
- c. MLS Entry Only Package

2. **TERM.** This Agreement begins on 9/12/2024, and terminates at midnight on ~~3/15/24~~ 3/15/25.

3. **CONTRACT DETAILS.** In the event a Contract for Sale or Exchange (a "Contract") is entered into with a Buyer, Seller agrees that:

- a. Unless the Contract provides otherwise, Broker shall receive and hold any earnest money deposit, which may be in the form of the Buyer's personal check endorsed for deposit without recourse, in Broker's trust or escrow account in accordance with the terms of the Contract, applicable law, rules, and regulations governing those funds;
- b. Prior to the "Closing Date," Seller, at Seller's expense, agrees to furnish Buyer or Buyer's lender a current Uniform Commercial Code Search Certificate (and, if the Property is a condominium, to furnish a copy of the Declaration of Unit Ownership Estates of the Project, Bylaws of the Project's Owners Association). Seller, at Seller's expense shall also furnish an abstract of title certified to date showing marketable title in Seller, subject only to utility easements serving the Property and building restrictions of record, and other exceptions specified in the Contract and, if Property is a condominium, subject to all terms, provisions, restrictions, and covenants contained in the Declaration of Unit Ownership Estates and Bylaws of the Owner's Association of the "Project," and, if required by lender, a "Mortgage Inspection Report" prepared by a licensed surveyor, certified to a date at least within 180 days of the "Closing Date";
- c. Seller has sole ownership, full authority to sell property, and will cause any conveyance to be executed and joined by all necessary parties to convey marketable title by General Warranty Deed to Buyer, free and clear of all liens and encumbrances, except those specifically reserved in the Contract. Unless otherwise provided in the Contract, all ad valorem taxes, interest, rents, and other continuing items shall be prorated through the date of closing, except personal property taxes for the entire year, if any, shall be paid by Seller;

- d. If Property is single family, condominium or multi-family, to pay the closing costs and miscellaneous fees in excess of what Buyer is allowed by FHA or VA to pay;
 - e. If Property is single family, condominium, or multi-family, and if the Contract, lender, or government agency requires fixtures and equipment relating to plumbing, heating and cooling, including ducts, electrical systems, built-in appliances, swimming pool, spa, sprinkler, and security systems will be in normal working order at the closing, ordinary wear and tear excepted. If the Property is a condominium, this provision is applicable only to those items that are the Seller's responsibility and not the responsibility of the Owner's Association. Seller shall pay the cost of repairs necessary to meet the foregoing standard; the cost shall not exceed an amount agreed to by Seller in the contract of sale.
4. **PROPERTY DISCLOSURE.** In accordance with the Oklahoma Residential Property Condition Disclosure Act:
- a. Seller shall complete the **Oklahoma Residential Property Disclosure Statement ("Disclosure Statement")** or, if the Seller has never lived in the Property **AND has NO knowledge of any defect concerning the Property, the Oklahoma Residential Property Disclaimer Statement ("Disclaimer Statement")** if applicable, a copy of which is attached to and by this reference made a part of this Agreement.
 - b. Broker shall provide a copy of the Seller's **Disclosure Statement** or **Disclaimer Statement** (whichever is applicable) to potential Buyers or their Brokers.
 - c. Broker shall disclose to a potential purchaser any defects in the Property actually known to the Broker, which are not included in the Seller's **Disclosure Statement** or Seller's **Disclaimer Statement**.
5. **LEAD-BASED PAINT.** In accordance with the HUD/EPA Lead-Based Paint Regulations, if the Property was built before 1978:
- a. Seller shall complete a **Disclosure and Acknowledgment of Lead-Based Paint**.
 - b. Broker shall provide a copy of the Seller's **Disclosure and Acknowledgment of Lead-Based Paint** to potential **Buyers or their Brokers along with a copy of the pamphlet Protect Your Family from Lead in Your Home**.
6. **INFORMATION SHARING.** All the information provided to Broker, or which may be provided to Broker, shall be true and Seller agrees to hold Broker, Broker's sales associates, employees, and agents harmless from any cost, expense, or damage due to any information which is withheld by Seller from Broker, or which is incorrect.
- a. **Identification.** Seller agrees to provide a current, valid copy of a drivers' license or other government-issued identification to verify ownership prior to the property being listed in the MLS.
7. **BROKER DUTIES AND RESPONSIBILITIES.**
- A. A broker shall have the following duties to all parties in a transaction, which are mandatory and may not be abrogated or waived by a broker:
 - 1. Treat all parties with honesty and exercise reasonable skill and care;
 - 2. Unless specifically waived in writing by a party to the transaction in the attached Appendix:
 - a) receive all written offers and counteroffers,
 - b) reduce offers or counteroffers to a written form upon request of any party to a transaction,

- and
- c) present timely such written offers and counteroffers;
3. Timely account for all money and property received by the broker;
 4. Keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - a) That a party or prospective party is willing to pay more or accept less than what is being offered;
 - b) That a party or prospective party is willing to agree to financing terms that are different from those offered;
 - c) The motivating factors of the party or prospective party purchasing, selling, leasing, optioning, or exchanging the property; and
 - d) Information specifically designated as confidential by a party unless such information is public.
 5. Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and
 6. Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.
- B.** A broker shall have the following duties and responsibilities only to a party for whom the broker is providing brokerage services in a transaction which are mandatory and may not be abrogated or waived by a broker:
1. Inform the party in writing when an offer is made that the party will be expected to pay certain costs, brokerage service costs and approximate amount of costs; and
 2. Keep the party informed regarding the transaction.
- C.** When working with both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.
8. **LIABILITY.** Neither the Buyer nor the Seller may be held liable for the actions or words of the Broker or licensees affiliated with the Broker's firm.
 9. **EARNEST MONEY.** Forfeited earnest money, if any, shall be divided equally between Seller and Broker, except that Broker's portion shall, in no event, exceed the agreed commission; provided, however, that no release of a Buyer or waiver of a forfeiture of earnest money after a Contract is executed shall relieve Seller of any obligation to pay a commission.
 10. **"BROKER."** The term "Broker" herein shall include any sales associate whose signature appears on this Agreement.
 11. **FAIR HOUSING.** This Property is offered without regard to race, color, religion, sex, handicap, familial status, or national origin.
 12. **BINDING AGREEMENT.** Seller and Broker agree to the terms herein set forth and understand that this is a binding agreement and that it cannot be canceled or terminated except upon their mutual

written consent. If Seller does not understand any terms in this agreement, Seller may consult with legal counsel prior to executing this agreement.

13. CONTRACT BOOKLET. Seller acknowledges that Seller has read and received a copy of this Agreement and that a copy of the Oklahoma Real Estate Commission Uniform Contract of Sale Information Booklet has been made available to the Seller in print, or at www.orec.ok.gov.

14. MULTIPLE LISTING SERVICE. If the Broker is a member of a Multiple Listing Service (MLS), the parties hereto understand and agree that the Broker is hereby authorized to (i) enter this listing in the MLS as a blanket unilateral offer of cooperation and compensation to other Participants of this Service; regardless of their brokerage relationship, payment of compensation shall be as stated in the property data form; (ii) file timely notice of all changes in the above information as approved by the Seller; (iii) upon the closing of a sale, file sales information, including sale price, with the MLS for processing and dissemination to the MLS Participants and other members of the MLS, and (iv) that the property information, once transmitted to MLS, shall be owned by it and subject to its copyright and may be used and disseminated by it.

Broker (circle one) **IS** or **IS NOT** authorized to place a "Lock Box" on the Property.

15. OFFERS. The Seller and Broker agree that Broker, in response to inquiries from Buyers or cooperating brokers shall disclose, with the Sellers' approval, the existence of offers on the property. Where disclosure is authorized, Brokers shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating Broker.

Seller (circle one) **DOES** or **DOES NOT** authorize Broker to disclose the existence of offers on the property.

16. HOME WARRANTY. Seller is aware that a Residential Service Agreement (RSA) can be purchased for Seller's Property that would be transferable to the Buyer. The cost of an RSA is approximately \$____ and can be withheld from Seller's funds at closing.

It is Seller's decision to (circle one) **PURCHASE** or **NOT PURCHASE** an RSA at this time.

17. FLOOD ZONE. Has the Seller been notified by any city or county governmental agency, or is the Seller aware, that the Property is in a flood hazard area? (circle one) **YES** or **NO**

18. UTILITIES. Seller, at Seller's expense, agrees to turn on, or leave on, all utilities, and to authorize service technicians to do so, in order to show the Property to its best advantage or to permit inspection thereof. Seller further agrees to pay any necessary cost for uncovering and limited operation of any swimming pool/spa, sprinkler system, and security system, if applicable. Except that, if the Property is a condominium this provision shall only apply to those items which are Seller's responsibility and not the responsibility of the Owner's Association.

19. OTHER CONDITIONS: _____

ACCEPTED THIS _____ day of 09/13/24 _____,

OK Flat Fee Realty
BROKER (Company)

Authentisign
Chance Daggs 09/12/24
BROKER / ASSOCIATE (Signature)

Robert Hogan
SELLER (Printed)

Authentisign
Robert Hogan By Jonathan Benitez AIF
SELLER (Signature)

09/13/24

SELLER (Printed)

SELLER (Signature)

SELLER PHONE

SELLER EMAIL

SELLER ADDRESS

CITY, STATE, ZIP

Appendix – MLS Entry Only

1. **COMPENSATION.** Seller agrees to pay a fee of \$400.00 per listing for the services provided under this agreement, which shall be due upon execution of this agreement.
2. **COMMISSION TO COOPERATING BROKER.** Seller agrees to pay Broker 3 % at closing from the proceeds of the sale, which shall be offered to and distributed to any cooperating broker representing the Buyer(s) in the transaction as commission on the sale. The compensation shall be offered in the MLS to cooperating brokers and shall become binding upon execution of a contract with a buyer. Seller understands that any change in the offer of compensation must be made prior to entering into a contract with a buyer represented by a cooperating broker.
3. **BROKERAGE SERVICES.** In connection with this Listing Agreement, Seller authorizes Broker:
 - a. To enter Property information in the MLS and advertise the Property through certain internet sites included in the MLS service.
4. **WAIVER OF SERVICES.** Broker is not performing the following brokerage services on behalf of Seller in connecting with this Listing Agreement and transaction (initial each to confirm):
 - a. RH Place a "For Sale" sign on the Property and to remove all other similar signs.
 - b. RH Obtain a key to the Property and furnish keys to others as necessary to show the Property or to place a lockbox on the property.
 - c. RH Advertise or market the property in any manner outside of any advertising included from listing the property in the MLS.
 - d. RH Facilitate showings of the property directly or setup ShowingTime service to facilitate showings of the property.
 - e. RH Facilitate offers, counteroffers, and any other contractual documents or relationships (described and waived more thoroughly below).
 - f. RH Provide photography of the property for the MLS listing.
 - g. RH Provide advice and guidance on the sale of the property during the term of this agreement.
 - h. RH Any other ordinary brokerage services that may be included in full-service listing agreements.
5. **CONTRACT DOCUMENTS.** Broker and Seller agree that Broker **shall NOT** be authorized to accept delivery of Contract documents, title evidence documents, inspection reports, and other notices provided in the Contract on behalf of the Seller and to accept a similar appointment by Buyers and prospective Buyers.
6. **WAIVER OF DUTIES AND RESPONSIBILITIES.** Broker and Buyer agree that the following duties and responsibilities of Broker shall be waived, and in this transaction, Broker will not be responsible to (initial each to confirm):
 - a. RH Receive all written offers and counteroffers,
 - b. RH Reduce offers or counteroffers to a written form upon request of any party to a transaction, and
 - c. RH Present timely such written offers and counteroffers.
7. **STATUS CHANGES.** RH (Initial to confirm) Seller agrees to notify Broker within 24 hours of any status updates to the property, including changes to or from active and available for showings, contract pending, sold, and any other status change that affects the availability of the property to be shown or sold. Seller agrees to pay \$75 to cover OKCMAR fines for changing the listing to pending within 24 hours of the contract date.

OK Flat Fee Realty
BROKER (Company)

Robert Hogan
SELLER (Printed)

SELLER (Printed)

AuthentiSIGN
Chance Daggs 09/12/24
BROKER / ASSOCIATE (Signature)

AuthentiSIGN
Robert Hogan By Jonathan Benitez AIF 09/13/24
SELLER (Signature)

SELLER (Signature)
