



BEYCOME™ LISTING AGREEMENT TX.

This Listing Agreement ("Agreement") is made as of 10/8/2024 ("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.

A. PROPERTY:

"Property" means the land, improvements, and accessories described below, except for any described exclusions. The property to be sold, along with the Seller's information under this Agreement, is as follows:

Seller(s) name: GARY & VIKKI WILSON IP address: 2.58.229.101
Property address: 6599 Cooksey Rd, Adkins, TX 78101 Tax ID: 05140-000-0142
Phone number: 813-945-8150 Email address: leen@offercharm.com
Listing price \$: 429,000 (Any adjustments to the Listing Price must be agreed upon in writing by the Seller).

1. Improvements: This includes the house, garage, and all attached fixtures and improvements, such as equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling and attic fans, mailboxes, TV antennas, mounts and brackets for TVs and speakers, heating and air-conditioning units, security and fire detection systems, wiring, plumbing, lighting fixtures, chandeliers, water softeners, kitchen equipment, garage door openers, cleaning equipment, landscaping, outdoor cooking equipment, and any other attached property.

2. Accessories: Includes related items like window A/C units, stoves, fireplace screens, curtains and rods, blinds, drapes, keys (door and mailbox), above-ground pools, pool equipment and maintenance tools, artificial fireplace logs, non-attached security systems, and controls for garage doors, gates, and other improvements. "Controls" refers to the seller's transferable rights to software, apps, and hardware used to manage these items.

3. Exclusions: The following items will be retained by the Seller and must be removed before possession: _____

4. Owners' Association: The property..... is..... is not subject to mandatory membership in an owners' association

B. BROKER COMPENSATION:

Notice: Broker compensation is fully negotiable and not determined by law, multiple listing service (MLS), or any association of REALTORS®. It is to be agreed upon between each individual broker (Beycome) and the broker's client (seller).

Following the National Association of REALTORS® (NAR) [Settlement Effective 08/17/2024](#): The selling commission is no longer disclosed on MLS listings. The Seller can still offer concessions and compensation to the buyer and/or 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: \$89 or \$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 (cooperative broker/agent).

If the Seller decides or agrees to pay a commission (or offer a concession) 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.

C. KEY TERMS AND CONDITIONS:

I. Broker Authority:

1. The Broker will make reasonable efforts and act diligently to market the Property, find a buyer, and can help negotiate the sale.
2. The Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS and on the Internet without limitation. However, the Broker does not guarantee the sale or lease of the property.
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. REALTORS® have an ethical responsibility to treat all parties to the transaction honestly.



4. **MLS Rules Compliance.** Broker may be obligated to provide a copy of this Agreement to any listing service (MLS) of which they are a member. The Seller consents to this if required.

5. The Broker may disclose the sales price and terms to other brokers, appraisers, or real estate professionals. Additionally, the Broker can inform other brokers and buyers if the Seller is considering multiple offers but will not reveal the terms unless specifically instructed by the Seller.

II. Broker Limitation:

1. The Broker is not responsible for arranging showings or setting the asking price. Showings can be scheduled directly with the seller or coordinated with the Buyer if no Cooperating Broker is involved.

2. The Broker has no specific knowledge about the Property and relies on Seller-provided details in good faith without verifying accuracy.

3. The Broker is not authorized to sign any documents on behalf of the Seller regarding the Property.

III. Seller Acknowledgment, Obligations and Duties:

1. **The Seller confirms:** that they have clear title, possession, and the legal right to sell the Property. Any pool, spa, or enclosures meet legal requirements. No one else has the right to purchase, lease, or claim the Property. The Seller is current on all financial obligations related to the Property, and there are no liens or encumbrances unless specified. The Property is not involved in any court proceedings, and all information provided to the Broker is accurate to the best of the Seller's knowledge. Any entity providing benefits to the Seller for selling the Property is disclosed. The Seller's content and the license granted to the Broker do not infringe on any rights.

2. **The Seller agrees:** to cooperate with the Broker in showing, marketing, and selling the Property. They will not rent or lease the Property without the Broker's approval. The Seller will not enter into another listing agreement during this period without the Broker's approval. The Seller will maintain the pool and enclosures as required by law, provide the Broker with copies of any leases, and notify them of tenant changes. They will complete all required disclosures or notices and update them if there are any material changes during the Listing.

3. **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.

4. **WARNING:** Buyer Letters to Seller. In the event a buyer submits an offer to purchase along with an introductory letter describing the Buyer and/or Buyer's reasons for submitting an offer on the Property, REALTOR® will forward such letter to Seller. Seller acknowledges that the consideration of the information contained in such a letter in evaluating the offer to purchase may violate federal and/or state fair housing laws.

Please read this Listing Agreement carefully. For your protection, it is strongly recommended that you retain a real estate attorney for all real estate transactions, including this Agreement, even if a real estate licensee or REALTOR® is involved.

The Broker cannot provide legal advice. If you do not understand its terms, consult an attorney before signing.

D. 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 10/8/2027 at 5:59 PM, or until the Property is sold or the Seller cancels the Agreement as specified below (d).

b. **Seller representations:** 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 Package, 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 required by law. The Seller acknowledges that without a Confidentiality Agreement, the buyer and buyer's broker may not treat any offer as confidential.

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.

In Texas, 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: V

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

Seller(s) Initials: V

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: V

E. MARKETING:

The seller authorizes the broker to market and advertise the property through various media, including the Internet and MLSs, and to collaborate with other brokers to find buyers. The seller understands that listing the property in MLS's 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.

a) 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.**

b) 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.

c) 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.

d) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, [TXR 1411](#)), signed by all tenants, authorizing the use of a Lockbox or Broker may remove the Lockbox from 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.

F. OTHER TERMS AND CONDITIONS:

a. Notice Regarding MLS Rules: MLS rules require Broker to accurately and timely submit all information the MLS requires including final closing of sales and sales prices. MLS rules may require that the information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS and appraisal districts may use the information for market evaluation or appraisal purposes. Subscribers are other brokers, agents, and real estate professionals such as appraisers. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**

b. 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.

c. 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.

d. Hazardous Conditions on Property and Liability: The Seller acknowledges that the Broker has no obligation to inspect the Property for defects, hazardous conditions, or necessary repairs. The Seller is solely responsible for ensuring the Property is safe for prospective buyers, agents, invitees, and contractors, including warning them of any hidden dangers. To minimize liability, the Seller should address and correct any hazardous conditions. If the Property becomes vacant during the Listing, the Seller must notify their casualty insurance company to request a "vacancy clause." Broker is not responsible for the security of the Property or for conducting periodic inspections.

The Seller assumes all risks of loss, damage, or injury and agrees to indemnify and hold the Broker harmless from any claims or damages arising from injuries or harm on the Property. The Broker, other brokers, their associates, key lock/box providers, or scheduling companies are not liable for any personal injury or property loss, except in cases of Broker's negligence. This includes injuries or damages caused by:

- Other brokers, their associates, inspectors, appraisers, or contractors authorized to access the Property;
- Information shared by other brokers or their associates on websites;
- Acts of third parties (e.g., vandalism or theft);
- Freezing water pipes;
- Hazardous conditions on the Property;
- Non-compliance with laws or ordinances; or
- The Seller's actions, whether negligent or otherwise.

e. 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 is hereby attached 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.

f. Other Professional Advice: Seller acknowledges and understands that Brokerage Firm, its agents, employees, and representatives are not acting as appraisers, builders, accountants, engineers, environmentalists, inspectors, surveyors, tax advisors, or attorneys in the context of this agreement or any future purchase agreement. Seller has been specifically advised to seek professional input or advice in these areas from those professionals as may be advisable and prudent.

g. Indemnification: The Seller acknowledges that the Broker's liability is limited to the compensation paid under this Agreement or \$100 if no compensation is paid. The Seller agrees to protect, defend, indemnify, and hold the Broker harmless from any damages, costs, attorney's fees, or expenses arising from:

- The Seller's actions, whether negligent or otherwise;
- The Seller's failure to disclose material or relevant information about the Property; or
- The Seller providing incorrect information to any party.

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.

i. Mediation: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

j. 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.

k. 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.

**G. 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.

1. Misuse of Public Remarks and descriptions:

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

WARNING:

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

2. 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.

3. 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.

H. 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: Both parties agree that it is illegal to refuse to display or sell the Seller's property to anyone based on factors like race, religion, sex, national origin, disability, or any other protected class. The Broker, as a REALTOR®, also has an ethical duty to act without regard to sexual orientation or gender identity. All parties commit to following federal, state, and local fair housing laws.

c. FIRPTA Compliance: If the Seller is a non-resident alien, foreign corporation, partnership, trust, or estate, the Foreign Investment in Real Property Tax Act (FIRPTA) applies. The Seller agrees to follow the withholding requirements under Section 1445 of the Internal Revenue Code and all related state and federal regulations. The Seller is responsible for seeking independent legal and tax advice regarding FIRPTA compliance.

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 Texas, 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. 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 A through G 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.

g. 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.

h. 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.

i. 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.

I. ADDENDA AND OTHER DOCUMENTS:

The following addenda and documents are part of this Listing and may need to be provided by the Seller:

- a. [Information About Brokerage Services](#) (attached)
- b. [Seller Disclosure Notice](#) (Texas Property Code §5.008)
- c. [Lead-Based Paint Disclosure](#) (if Property was built before 1978)
- d. [Residential Real Property Affidavit](#) (T-47 Affidavit)
- e. [MUD, Water District](#), or Statutory Tax District Disclosure (Texas Water Code Chapter 49)
- f. [PID Disclosure Notice](#)
- g. Request for [Information from Owners' Association](#)
- h. Request for [Mortgage Information](#)
- i. [Information about Mineral Clauses in Contracts](#)
- j. [Information about On-Site Sewer Facilities](#)
- k. [Information about Property Insurance](#)
- l. Special [Flood Hazard Area](#) Information
- m. [Condominium Addendum](#) (if applicable)
- n. [Key/Lock box Authorization by Tenant](#) (if applicable)

Signature on following page(s)



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.

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

Broker: Steven Koleno (License: #776967)

Date: 2024-10-08 21:28:11Z

Brokerage Company:
Beycome Brokerage Realty LLC (License: #9012216)
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: GARY & VIKKI WILSON

Property address: 6599 Cooksey Rd, Adkins, TX 78101

Date: 10/8/2024 **IP address:** 2.58.229.101

Email address: leen@offercharm.com **Phone Number:** 813-945-8150

GARY & VIKKI WILSON

**42 U.S. Code § 4852d -****Disclosure of information concerning lead upon transfer of residential property****(A) Lead disclosure in purchase and sale or lease of target housing****(1) Lead-based paint hazards**

Not later than 2 years after October 28, 1992, the Secretary and the Administrator of the Environmental Protection Agency shall promulgate regulations under this section for the disclosure of lead-based paint hazards in target housing which is offered for sale or lease. The regulations shall require that, before the purchaser or lessee is obligated under any contract to purchase or lease the housing, the seller or lessor shall—

- (a) provide the purchaser or lessee with a [lead hazard information pamphlet](#), as prescribed by the Administrator of the Environmental Protection Agency under section 406 of the Toxic Substances Control Act [15 U.S.C. 2686];
- (b) disclose to the purchaser or lessee the presence of any known lead-based paint, or any known lead-based paint hazards, in such housing and provide to the purchaser or lessee any lead hazard evaluation report available to the seller or lessor; and
- (c) permit the purchaser a 10-day period (unless the parties mutually agree upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

(2) Contract for purchase and sale

Regulations promulgated under this section shall provide that every contract for the purchase and sale of any interest in target housing shall contain a Lead Warning Statement and a statement signed by the purchaser that the purchaser has—

- (a) read the Lead Warning Statement and understands its contents;
- (b) received a lead hazard information pamphlet; and
- (c) had a 10-day opportunity (unless the parties mutually agreed upon a different period of time) before becoming obligated under the contract to purchase the housing to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

(3) Contents of lead warning statement

The Lead Warning Statement shall contain the following text printed in large type on a separate sheet of paper attached to the contract: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

(4) Compliance assurance

Whenever a seller or lessor has entered into a contract with an agent for the purpose of selling or leasing a unit of target housing, the regulations promulgated under this section shall require the agent, on behalf of the seller or lessor, to ensure compliance with the requirements of this section.

(5) Promulgation

A suit may be brought against the Secretary of Housing and Urban Development and the Administrator of the Environmental Protection Agency under section 20 of the Toxic Substances Control Act [15 U.S.C. 2619] to compel promulgation of the regulations required under this section and the Federal district court shall have jurisdiction to order such promulgation.

(B) Penalties for violations**(1) Monetary penalty**

Any person who knowingly violates any provision of this section shall be subject to civil money penalties in accordance with the provisions of section 3545 of this title.

(2) Action by Secretary

The Secretary is authorized to take such lawful action as may be necessary to enjoin any violation of this section.

(3) Civil liability

Any person who knowingly violates the provisions of this section shall be jointly and severally liable to the purchaser or lessee in an amount equal to 3 times the amount of damages incurred by such individual.

(4) Costs

In any civil action brought for damages pursuant to paragraph (3), the appropriate court may award court costs to the party commencing such action, together with reasonable attorney fees and any expert witness fees, if that party prevails.

(5) Prohibited act

It shall be a prohibited act under section 409 of the Toxic Substances Control Act [15 U.S.C. 2689] for any person to fail or refuse to comply with a provision of this section or with any rule or order issued under this section. For purposes of enforcing this section under the Toxic Substances Control Act [15 U.S.C. 2601 et seq.], the penalty for each violation applicable under section 16 of that Act [15 U.S.C. 2615] shall not be more than \$10,000.

(c) Validity of contracts and liens

Nothing in this section shall affect the validity or enforceability of any sale or contract for the purchase and sale or lease of any interest in residential real property or any loan, loan agreement, mortgage, or lien made or arising in connection with a mortgage loan, nor shall anything in this section create a defect in title.

(d) Effective date

The regulations under this section shall take effect 3 years after October 28, 1992. (Pub. L. 102–550, title X, § 1018, Oct. 28, 1992, 106 Stat. 3910.)



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.



TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Steve Koleno	776967	contact@beycome.com	804-656-5007
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Beycome Brokerage Realty LLC	9012216	contact@beycome.com	804-656-5007
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone
<i>σ</i>		10/8/2024	
Buyer/Tenant/Seller/Landlord Initials		Date	