

GREATER TULSA ASSOCIATION OF REALTORS®

LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL

This is a legally binding agreement. If not understood seek advice from an attorney.

This Listing Agreement-Exclusive Right to Sell (the "Agreement") is entered into effective as of May 17, 2024 (the "Effective Date") by and between the undersigned REALTOR®, the undersigned Seller. In consideration of the services to be rendered by the REALTOR®, the Seller hereby exclusively lists with REALTOR® the Property described as:

Property Address 495 Mid America Dr., Pryor, Ok 74361

Legal Description 12-20N-18E 995/52 COMM AT SE COR OF SWNE THEN W633.22', N08.53'06"E 847.70 O

POB THEN N08.53'06"E 215', N89.46'0 8"E 282.87', S04.29'30"W 213.01', S89.46'08"W 299.1 9'

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, which may be subject to lease, unless expressly reserved by the Seller in the Contract and excluding mineral rights previously reserved or conveyed of record, all of which may be described in the Property Data form attached to and by this reference made a part of this Agreement and disclosures of the Seller as described in Paragraph 4 below (collectively referred to as "the Property"), and grants to REALTOR® the exclusive right to sell the Property, during the term of this Agreement, at a price of \$650,000.00 and on the terms herein stated, or at such other price and terms as shall be acceptable to Seller. This Agreement shall be subject to the following:

1. By appointing REALTOR® as exclusive REALTOR®, Seller grants to REALTOR® the exclusive right to the sell the Property and agrees to work through REALTOR® for the sale, option or exchange (collectively "Sale") of the Property and to refer to REALTOR® all inquiries received in any form from other real estate brokers, agents, associated broker associates, sales associates, or provisional sales associates, sales persons, prospective buyers or tenants, or any other source during the term of this Agreement. In addition, any compensation, which is conditioned upon the sale of the Property, shall be earned by REALTOR® as set forth herein without any discount or allowance for any efforts made by Seller or by any representative of Seller in connection with the Sale of the Property.

The term of this Agreement begins on the Effective Date, and ends (except for the provisions of Paragraph 3) at midnight on 11/ 17/2024 (insert date).

Upon the execution of a Contract for the sale and purchase of the Property (the "Contract"), all rights and obligations of this Agreement shall be automatically extended through the date such Contract actually closes.

3. Seller agrees to pay a commission equal to the greater of 5.000 % (0% if left blank) of the total Sale price of the Property plus \$ (\$0 if left blank) OR \$ (\$0 if left blank) as and for the compensation of REALTOR®, in any of the following events:

- a. The Sale of the Property during the term of this Agreement, whether procured by REALTOR®, Seller, or a third person.
b. The Sale of the Property within days after the termination of this Agreement, to any one to whom REALTOR® had shown the Property, or with whom the REALTOR® had negotiated concerning the Property prior to the end of the term of this Agreement; provided that this clause shall not apply if Seller re-lists the Property at the end of the term of this Agreement with another licensed real estate broker.

- c. If REALTOR® procures a Buyer who is ready, willing, and able to purchase the Property, at the price and on the terms set forth herein, or at such other price and terms accepted by Seller.
 - d. The Sale of the Property during, or within ____ days after, the term of this Agreement to any party to whom the Property is rented or leased during the term of this Agreement.
4. In accordance with the Oklahoma laws and regulations:
- 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")** or the **Residential Property Condition Disclosure Exemption ("Disclosure Exemption")** whichever is applicable, a copy of which is attached to and by this reference made a part of this Agreement.
 - b. REALTOR® shall provide a copy of the Seller's **Disclosure Statement, Disclaimer Statement or Disclosure Exemption** (whichever is applicable) to potential Buyers or their brokers.
 - c. REALTOR® shall disclose to a potential Buyer any defects in the Property actually known to the REALTOR® which are not included in the Seller's **Disclosure Statement, Disclaimer Statement or Disclosure Exemption**.
5. 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. REALTOR® 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. All of the information and disclosures, including whichever is applicable in 4.a. above, provided by Seller in connection with this Agreement, or which may hereafter be provided by Seller to REALTOR®, shall be true and correct and Seller agrees to indemnify and hold REALTOR®, REALTOR®'s associates, employees, and agents harmless from any cost, expense, or damage, including attorney fees incurred by them due to any information which is withheld by Seller from REALTOR®, or any information or disclosure provided which is not true and correct.
7. In connection with this Agreement, Seller authorizes REALTOR®:
- a. To place a "For Sale" sign on the Property and to remove all other similar signs;
 - b. To enter Property information on the Internet, and advertise the Property by any means and methods as REALTOR® determines in its sole judgment and discretion, including the making and using of photographs, videos or other electronic images of the Property;
 - c. At Seller's expense, 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. If Property is single family, condominium or multi-family, 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;
 - d. To obtain all information pertaining to any present mortgage on the Property from any mortgage or mortgage service company and to furnish information pertaining to the Property to any prospective lender;
 - e. To obtain a key to the Property and furnish keys to others necessary to show the Property or to carry out the objectives of this Agreement;
 - f. To have access to the Property for the purpose of showing it to prospects at any reasonable hour;
 - g. Unless the Contract provides otherwise, REALTOR. and Seller agree that REALTOR. shall 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 Buyer which REALTOR® may also represent.
8. REALTOR® duties and responsibilities.
- A. REALTOR® shall have the following duties to all parties in a transaction, which are mandatory and may not be abrogated or waived by REALTOR®:
 - 1. Treat all parties with honesty and exercise reasonable skill and care;
 - 2. Unless specifically waived in writing by a party to the transaction:
 - 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 REALTOR®;
- 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. REALTOR® shall have the following duties and responsibilities only to a party for whom the REALTOR® is providing brokerage services in a transaction which are mandatory and may not be abrogated or waived by a REALTOR®:
 - 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.
- 9. Neither the Buyer nor the Seller may be held liable for the actions or words of the REALTOR® or licensees associated with the REALTOR® firm.
- 10. REALTOR shall use REALTOR.'s best efforts to effect a Sale of the Property during the term of this Agreement, in accordance with the Code of Ethics of the National Association of REALTORS®.
- 11. REALTOR® shall not be charged with the custody, care, protection management, maintenance, or repair of the Property.
- 12. Forfeited earnest money, if any, shall be divided equally between Seller and REALTOR®, except that REALTOR®'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.
- 13. The term "REALTOR®" herein shall include any sales associate of REALTOR® whose signature appears on this Agreement.
- 14. A. The REALTOR® certifies that he/she is a member of MLS Technology, Inc. ("MLS Tech") Multiple Listing Service ("MLS"). The parties hereto understand and agree that the REALTOR® is hereby authorized to (i) enter this listing, unless stated otherwise in Subparagraph B below, in the MLS Tech 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 Tech MLS for processing and dissemination to the MLS Tech MLS Participants and other members of the Greater Tulsa Association of REALTORS® ("GTAR") and (iv) that the Property information, once transmitted to MLS Tech, shall be owned by it and subject to its copyright and may be used and disseminated by it.
 - B. Seller may refuse to permit the Property to be listed in the MLS. Such a listing shall be referred to an "Office Exclusive" listing and Seller shall be required to execute an "Office Exclusive" form. Seller acknowledges and understands that by refusing to have the Property listed in the MLS there will be limited exposure of their Property to the market which may result in fewer and lower offers for the Property.
 - C. Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Seller to REALTOR® or REALTOR®'s associates (the "Seller Listing Content"), or otherwise obtained or produced by REALTOR® or REALTOR®'s associate in connection with this Agreement (the "REALTOR® Listing Content"), and any changes to the Seller Listing Content or the REALTOR® Listing Content, may be made available to one or more multiple listing services, including internet based services, and included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Seller hereby grants

to REALTOR® and to MLS Tech a non-exclusive, irrevocable, transferable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. Seller represents and warrants to REALTOR® and MLS Tech that the Seller Listing Content, and the license granted for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, or any person or entity. Seller acknowledges and agrees that as between Seller and REALTOR®, Seller has no right, title or interest in or to any REALTOR® Listing Content.

15. Upon a Contract being entered into with a Buyer, Seller agrees that:

- a. Unless the Contract provides otherwise, REALTOR® shall receive and deposit the earnest money, which may be in the form of the Buyer's personal check endorsed for deposit without recourse of the REALTOR®, in REALTOR®'s trust or escrow account in accordance with the terms of the Contract, and applicable law, rules, and regulations governing the earnest money;
- b. Prior to the "Closing Date," Seller, at Seller's expense, agrees to furnish Buyer or Buyer's lender: (i) 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 Owner's Association); (ii) a complete and current surface-rights-only Abstract of Title, certified by an Oklahoma licensed and bonded abstract company OR a copy of Seller's existing owner's title insurance policy issued by a title insurer licensed in the State of Oklahoma together with a supplemental and current surface-rights-only abstract certified by an Oklahoma licensed and bonded abstract company; and (iii) if required, a "Mortgage Inspection Certificate" prepared by a licensed surveyor, which shall include a representation of the boundaries of the Property (without pin stakes) and the improvements thereon ;
- c. Seller has sole ownership, full authority to sell the 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 Title Policy;
- d. Unless otherwise provided in the Contract, all ad valorem taxes, interest, rents, and other continuing items shall be prorated to the date of transfer, except personal property taxes for the entire year, if any, shall be paid by Seller;
- e. If Property is single family, condominium or multi-family, to pay such closing costs and miscellaneous fees in excess of what Buyer is allowed by FHA or VA to pay; and
- f. If the lender or government agency has requirements as to the condition of the Property, the costs of satisfying such conditions shall be subject to negotiations between Seller and Buyer.

16. Upon the execution of the Contract, the REALTOR® shall have no duty thereafter to submit subsequent offers for the purchase of the Property, unless the Contract specifically provides otherwise or the Contract is terminated or otherwise does not close.

17. Seller agrees and understands the **Property will be offered for sale without regard to race, color, religion, sex, disability, familial status, national origin, sexual orientation, gender identity or any other factor protected by federal, state or local law.**

18. A. To facilitate the showing of said Property, Seller grants REALTOR® permission to place on Seller's Property a "Lock Box" containing a key which gives access to Seller's Property at times when REALTOR® is not present. Seller understands that REALTOR® does not control access to said "Lock Box" and that members of MLS Tech and unauthorized persons who are not members of MLS Tech may gain access to the Lock Box. Further, Seller acknowledges that said REALTOR® has recommended that all valuables such as coins, jewelry, furs, silver, guns, cameras, medications, paintings, antiques, and the like, be removed from the Property for safekeeping during the term of this Agreement. In addition, Seller has been fully advised that neither the REALTOR®, associates of REALTOR®, MLS Tech nor GTAR, assumes any responsibility, nor shall they have any liability, for the acts of any other persons or for any loss, theft or damage which may be sustained by Seller through entry by use of the key deposited in the "Lock Box" or in any other manner. Seller hereby assumes all risk of loss, theft and damage arising from or related to a Lock Box being placed on the Property. And Seller agrees to indemnify and hold REALTOR®, REALTOR®'s associates, MLS Tech and GTAR harmless from any liability or claims arising from or related to a Lock Box being placed on the Property.

REALTOR® (check one) is is not authorized to place a "Lock Box" on the Property.

B. Seller understands that persons viewing the Property during the term of this Agreement may take photographs and videographs of the Property or of items within or on the Property. Seller understands that REALTOR® does not have the ability to prohibit persons from taking any such photographs or videographs or how such may be used or displayed by such persons. Seller should remove any items of a personal nature that Seller does not wish to have photographed or videographed. Seller agrees to hold REALTOR®, associates of REALTOR®, MLS Tech and GTAR harmless from any loss, damage or claim arising out of or related to any such

photographs or videographs.

C. Seller hereby discloses to REALTOR® the following video or audio recording devices are in or around the Property:
security videos

Seller understands the recording or transmitting of video or audio recordings may result in a violation of state or federal laws. Seller agrees to indemnify and hold REALTOR®, associates of REALTOR®, MLS Tech and GTAR harmless from any liability or claims arising out of or related to Seller's use of the video or audio recording devices in or around the Property.

19. **DISCLOSURE OF OFFERS.** The Seller and REALTOR® agree that REALTOR®, in response to inquiries from Buyers or cooperating brokers shall, only with the Sellers' approval, disclose the existence of offers on the Property. Where disclosure is authorized, REALTORS® shall also disclose, if asked, whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating Broker.

Seller does does not authorize REALTOR® to disclose the existence of offers on the Property.

20. **TRANSACTION FEE.** By signing this Agreement, Seller acknowledges and agrees that the REALTOR® may charge a Transaction Fee in the amount of \$n/a. Seller understands said fee is in addition to the agreed commission amount and that no transaction fee shall be due until the actual closing is conducted.

21. **CLOSING ESCROW FEE.** By signing this Agreement, Seller acknowledges and gives the REALTOR® the right to utilize the services of a title escrow company for the closing process subsequent to a Contract on this Property. Fees to a Seller for these type services are approximately \$450.00. Seller agrees to pay this amount to a closing escrow company or directly to the REALTOR®. Seller understands said fee is in addition to the agreed commission amount and that no fee for closing escrow is due until the actual closing is conducted.

22. **RESIDENTIAL SERVICE AGREEMENT (RSA).** Seller is aware that an RSA can be purchased for Seller's Property that would be transferable to the Buyer. The cost of an RSA is approximately \$n/a and can be withheld from Seller's funds at closing.

It is Seller's decision TO PURCHASE NOT TO PURCHASE an (RSA) at this time

23. **FLOOD NOTIFICATION.** Has the seller been notified by any city or county governmental agency, or are you aware that the Property is in a flood hazard area?
 yes no

24. **OTHER CONDITIONS:**

25. **ENTIRE AGREEMENT.** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire agreement and understanding and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement shall not be modified or amended, except by written agreement signed by both parties hereto.

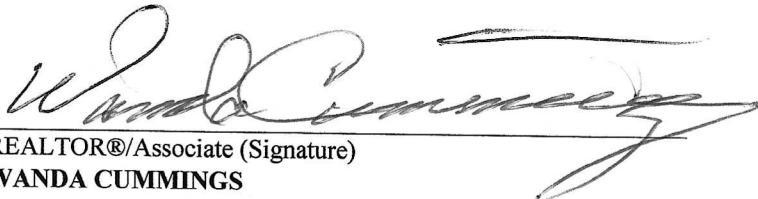
26. Seller and REALTOR® agree and understand that this is a binding agreement and that it cannot be canceled or terminated except upon their mutual written consent.

27. Seller acknowledges that Seller has read this Agreement and has received a copy of this Agreement and a copy of the Greater Tulsa Association of REALTORS® Contract of Sale Information Booklet has been made available to the Seller in print, or at www.tulsarealtors.com.

(Signatures on the following page)

This Agreement shall be effective as of the date written on Page 1.

Pro One Realty, Inc.
REALTOR® (Company)


REALTOR®/Associate (Signature)
WANDA CUMMINGS

Fax

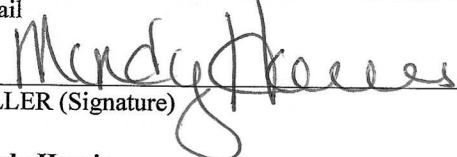
(918)373-0598

Phone

wandasuecummings@gmail.com

Email


SELLER (Signature)


SELLER (Signature)

Larry Harris
SELLER (Printed)

Mindy Harris
SELLER (Printed)

(918)434-7525

(918)373-3747

Phone

Fax

Mail (Mailing Address of Seller-Owner)

lharris@fairpoint.net

Email