

8. **SPECIAL ASSESSMENT & HOMESTEAD EXEMPTION STATUS:** Are there any unpaid Special Assessments or Utility Assessments on the property? No Unknown Yes If yes, please explain _____ Property tax status is currently filed as Homestead Non-Homestead Tax-Exempt

9. **COMPENSATION:** Broker's fee for services rendered is not fixed, controlled or recommended by law, the MLS or any person not a party to this contract and is subject to negotiation between Broker and Seller. Seller agrees to pay Broker 2.00 % of selling price of the property or \$ _____, but not less than _____, upon the occurrence of any one (1) of the following events:

- The property is sold, leased or exchanged during the listing period; or
- During the listing term, the Seller, Broker or any person produces a buyer ready, willing and able to purchase the property on the terms stated in Paragraph 3, or any other price and terms accepted by Seller; or
- If within 6 after listing period, the Seller sells, exchanges or leases to any person(s) or any relative, subsidiaries, affiliates, or related entities of that person(s) to whom the property was shown during the listing period, to whom information was provided during the listing period, or anyone who learned of the property during the listing period; except that no commission shall be owed to Broker if the property is relisted, in good faith, with another member of the Multiple Listing Service.
- In the event of exchange or trade, Broker is authorized to represent and receive compensation from both parties to the transaction.
- For purposes of this paragraph 9, "sale" shall include a subsequent sale pursuant to an option or right of first refusal granted during the applicable period.

10. **COOPERATION:** Cooperation with other brokers is solely within the discretion of Seller. Any compensation offered to a sub-agent or buyer's agent is not fixed, controlled, or recommended by law, the MLS or otherwise, and is fully negotiable. Broker is authorized to (indicate acceptance by initialing):

YES NO

- Y N A. Offer a portion of the total commission due as compensation for producing the buyer while acting as a sub-agent. Said offer of compensation shall be 3 % of the sale price or \$ _____
- Y N B. Offer a portion of the total commission due as compensation for producing the buyer while acting as a buyer's agent. Said offer of compensation shall be 3 % of the sale price or \$ _____
- Y N C. Offer a portion of the total commission due as compensation for producing the buyer while acting as a transaction coordinator. Said offer of compensation shall be _____ % of the sale price or \$ _____
- Y N D. Offer a portion of the total commission due as compensation for producing the buyer while acting as a dual agent. Said offer of compensation shall be 6 % of the sale price or \$ _____
- Y N E. Not offer any portion of the listing broker's commission to the brokerage firm producing the buyer.

11. **SELLER CONCESSIONS:** In addition to the compensation offered by Brokerage Firm pursuant to paragraph 9 above, if any, Seller does does not authorize Brokerage Firm to advise potential buyers and their agents that Seller may be willing to consider Seller concessions. This invitation is contingent upon all other terms of the offer being acceptable to Seller in their sole discretion. This invitation shall shall not be disclosed in the MLS.

12. **MISCELLANEOUS PROVISIONS:** Broker and Seller agree that:

- Broker may place Broker's "For Sale" sign on the property and remove all other "For Sale" signs.
- Broker shall have access to the property and buildings at reasonable hours to show the property to prospective buyers. Broker is authorized to reproduce keys for this purpose and/or use a lock box.
- Seller agrees to refer to the Broker all inquiries received concerning the property during the listing term.
- This agreement, the listing data sheet, and an addendum if applicable, contain the entire agreement between the Seller and the Broker. If seller terminates this agreement prior to the end of the listing term, seller shall pay Broker _____ in addition to any other damages Broker may suffer as a reason of the termination of this agreement.
- This contract is binding upon the Seller and their heirs, personal representative's successors and assigns.

Seller Initials [Signature]

Agent Initials [Signature]

- f. Broker may advertise to General Public in various media, including but not limited to Internet and electronic media, brochures, newspapers, etc. and include the use of any exterior/interior photos if applicable.
- g. Seller agrees to maintain premise for safe entry at all times, including but not limited to hand railings, snow removal, etc.

13. IMPROVEMENTS AND APPURTENANCES: All improvements and appurtenances are included in the sale price, including, if applicable, the following: TV antenna, satellite dish and any accessories and complete rotor equipment; TV mounts/brackets (excluding flat screen TV), hardwired smart electronics, attached smart electronics, carpet, except area rugs; lighting fixtures and their shades; window treatments and hardware; window shades and blinds; screen and storm windows and doors; all bathroom fixtures and bathroom mirrors; stationary laundry tubs; water softener (unless rented), water heater, incinerator, heating and air conditioning equipment; water pump and pressure tank; built-in kitchen appliances including garbage disposal; fireplace doors, screens, grates, and gas logs; mechanical door openers and controls; security systems; awnings, mail box, pool equipment, storage shed(s), all plantings, fence(s). Exceptions and additions shall be noted under the Other Conditions (Paragraph 24). **A fully executed Purchase Agreement will supersede this section of this agreement.**

14. CONSENT TO FEES: Seller acknowledges that Broker may be offered processing fees or other consideration from home warranty companies, mortgage brokers or others who become involved in the sale of the subject property. Seller authorizes Broker to receive such fees and/or consideration; *provided*, this consent is not intended to, nor shall it, be construed to permit or authorize Broker to receive any fees and/or consideration which are in violation of applicable law including, but not limited to the Real Estate Settlement Procedures Act (RESPA).

15. HOME SURVEILLANCE: Seller understands that use of an audio surveillance device during showings, open houses or inspections of the Property may result in a violation of state and/or federal criminal wiretapping statutes.

16. NON-DISCRIMINATION: It is agreed by Brokerage Firm and Seller, parties to this agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status, marital status, sexual orientation, or gender identity or expression by said parties in respect to the sale or lease of the Property is PROHIBITED.

17. CONFLICT OF INTEREST: Broker also enters into contracts with Buyers who wish to purchase property. Such persons are known as "Listed Buyers". If a Listed Buyer wishes to make an offer on property which Seller has listed with the Broker, Broker may serve as either a Dual Agent or a Transaction Coordinator. Seller consents in advance to Broker acting as either a Dual Agent or a Transaction Coordinator and agrees that, under such circumstances, the following provisions shall govern the Broker's actions:

- a. Broker will not knowingly say anything or do anything which might place one party at a disadvantage, such as disclose personal confidences or any information learned in a prior real estate transaction or fiduciary relationship; and
- b. The Broker shall assume a role as an intermediary, facilitator, and/or mediator to assist Buyer and Seller; and
- c. Broker shall not disclose to Buyer that the Seller might accept a price other than the listing price; nor shall Broker disclose to the Seller that Buyer might be willing to pay a higher price.

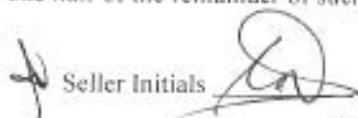
18. NON-DISCLOSURE: Seller understands and agrees that Broker shall not disclose information learned during the course of any prior or pending real estate transaction or fiduciary relationship.

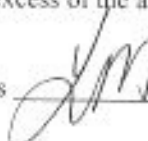
19. SELLER DISCLOSURE AND INDEMNIFICATION: Seller acknowledges that Broker is relying upon the representations, both oral or written, made by the Seller with respect to the property. Seller warrants to Broker that any representations Seller has made or shall make are true and Broker is authorized to communicate such representations to prospective buyers or lessees.

Seller agrees to provide the Buyer a "Seller's Disclosure Statement" prior to accepting a Buy and Sell Agreement from the Buyer, unless the transaction is exempt under Michigan law. Seller agrees to indemnify and hold harmless Brokerage Firm and its agents and cooperating agents, from any liability arising as a result of Seller's failure to comply with Seller's disclosure obligations at law, including, but not limited to, reasonable attorneys' fees and costs.

Seller agrees to hold Broker and its agents and subagents harmless of any losses, damages, costs, liability or injury, including reasonable attorney fees arising from: (1) Seller's representations or failure to disclose violations, facts or defects; (2) the condition or maintenance of the property; and (3) any claims asserted against Broker by virtue of Broker's performance of its obligations under this Agreement.

20. DEFAULT: If the sale is not consummated because of the Seller's refusal to perform, then the full commission shall be due and payable upon such refusal. If a sale is not consummated because of the Buyer's refusal to perform and the deposit is forfeited, Seller agrees that the deposit shall be applied first to reimburse the Broker for all expenses incurred by the Broker on the Seller's behalf in performance of the Seller's obligations, including but not limited to title insurance and/or survey charges, legal counsel, and fees of public officer, and that one half of the remainder of such deposit (but not in excess of the amount of the full commission) shall

 Seller Initials

Agent Initials 

be retained by the Broker in full payment for services rendered in this transaction. Seller acknowledges that Broker cannot release deposits if there is any claim or dispute regarding their disposition.

21. **JOINT AND SEVERAL LIABILITY:** If more than one person or entity executes this listing agreement as Seller, the term "Seller" shall refer collectively to all the signatories and the representations, warranties and other provisions of this Agreement shall be the joint and several responsibility and liability of each and every signatory.
22. **ARBITRATION OF DISPUTES:** Any claim or demand of Seller or Broker arising out of this Agreement, including without limitation, claims of breach of contract, fraud, misrepresentation, warranty, negligence, wrongful termination and failure to pay commission may be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan REALTORS®. Arbitration would be available pursuant to a voluntary agreement between the Seller and Broker.
23. **LEAD-BASED PAINT DISCLOSURE:** () Does not apply () Does apply - Property built prior to 1978-see attached lead based paint disclosure.
24. **ELECTRONIC COMMUNICATIONS:** The parties agree this Agreement, any amendment or modification of this Agreement or any other written notice or communication in connection with this Agreement may be delivered or given by sending or transmitting it by electronic mail or by fax. Any such communication shall be deemed delivered at the time it is sent or transmitted. The parties agree the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

All electronic mail shall be delivered to Seller at the following address: _____

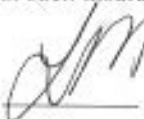
All electronic mail shall be delivered to Broker at the following address: _____

Either party shall provide the other with notice of any change of electronic mail addresses.

25. **OTHER CONDITIONS:**

26. **AGREEMENT:** Seller represents that they are in peaceful possession of the property and that they have the power and authority to make the sale on the herein terms and conditions and that title to the property is marketable and can be sold by Broker on such terms and conditions. Seller confirms that the property is properly insured and that such insurance will remain in effect until such time that title has been transferred.



 Seller Initials 

Agent Initials 

Broker is not responsible for vandalism, theft or damage of any nature whatsoever to the property. Information obtained from the Seller and from governmental sources is presumed to be correct, and Seller intends that Broker rely upon the data so represented.

Terms of the MLS Data Form have been reviewed and are incorporated herein and made a part of this Agreement.

Seller acknowledges that they have read and understand this Agreement, including the information on the MLS Data Form and have received a copy.

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Signature	Date	Signature	Date
<hr/>		<hr/>	
Name (please print)		Name (please print)	
<hr/>		<hr/>	
Seller Address		Seller Address	
<hr/>		<hr/>	
Phone		Phone	
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Broker			
Relax Real Estate/Linda McRae			
<hr/>		<hr/>	
Company Name		Agent Signature	
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Company Address		Agent Name (please print)	
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Phone			
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Seller Initials  Agent Initials _____