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To: Agent Tanner Coffee **From:** Ed Harmon
Property Id: 1799782
Property Address: 106 Nelson St, Talihina, OK 74571 **Due:** 12/11/2024
Task Id: 58236437

Please print and retain a copy of this task, as it will not be available for your review after the task is complete.

AGREEMENT:

The owner of the mortgage note or REO property, hereinafter referred to as "Owner" or "Seller", has authorized PennyMac Loan Services, LLC, hereinafter referred to as "PennyMac" or "Servicer", to act as its true and lawful power of attorney, to act in the name, place and stead of Owner. Under such authority, PennyMac does hereby authorize this exclusive right to sell agreement, hereinafter referred to as "Listing Contract" or "Agreement", commencing on 12/09/2024 and terminating at midnight on 04/09/2025, which shall be entered into by and between PennyMac and Agent Tanner Coffee, hereinafter referred to as "Broker", collectively referred to as "Parties", pertaining to the property at: 106 Nelson St, Talihina, OK 74571, hereinafter referred to as "Property".

Broker shall advertise said Property for the approved listing price, hereinafter referred to as "List Price", of 149900. The List Price is subject to change, with or without notice, at any time by PennyMac. PennyMac reserves the right to cancel this Agreement at its sole discretion for any reason without payment of commission or reimbursement for Broker's incurred expenses.

Broker agrees all offers for this property must be submitted by the Buyer's Agent via the RES.NET Agent Portal. Listing Agent must ensure explicit instructions for offer submission are included in their MLS Listing. Please refer to your MLS Printout Task for the exact instructions you are to provide in your listing.

All prior agreements between the Parties are incorporated in this Agreement, which constitutes the entire Listing Contract. Its terms are intended by the Parties as a final, complete and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous agreement. This Agreement and any supplement, addendum, or modification shall constitute one and the same.

COMPENSATION TO THE BROKER:

PennyMac agrees to pay the Broker, for its services, pursuant to this Agreement 3 % of the sales price of the Property, less seller paid concessions. PennyMac agrees to pay Broker, for its services, no less than 1000, whichever is greater. PennyMac further agrees to offer 2.5 % of the sales price, less PennyMac paid concessions to the cooperating broker. PennyMac agrees to pay the cooperating broker, for its services, no less than 1000, whichever is greater. In the event the Broker represents both purchaser and PennyMac, hereinafter referred to as "Dual Agency", PennyMac will reduce the total commission to 4% of the sales price, less PennyMac paid concessions or \$1,500, whichever is greater.

PennyMac agrees to pay the cooperating broker, for its service, a selling agent bonus, hereinafter referred to as "Bonus", in the amount of N/A. The Bonus will be offered between and expire at midnight on . The Bonus will only be available if the offer is approved by PennyMac prior to the expiration of the Bonus period. The Bonus must be advertised on the MLS. If the Bonus cannot be advertised on the MLS, Broker must notify PennyMac.

All commission will be paid directly from final settlement proceeds.

PennyMac will NOT pay a real estate commission to the purchaser or purchaser's agent when the purchaser is a licensed real estate agent or when the purchaser's spouse is an active real estate agent. This includes any broker or brokerage firm with which the purchaser or purchaser's spouse is affiliated.

PennyMac calculates both the Broker's and the cooperating broker's commission based on the net sales price. PennyMac will not pay commissions on Seller paid: concessions, repairs or credits. The Broker is solely responsible for ensuring this calculation is understood by all cooperating brokers. Broker is responsible for all commission disclosures on the MLS. Broker will be solely responsible for any commission disputes.

Broker is prohibited from charging any fees to buyers or selling agents, unless previously approved by PennyMac.

MARKETING:

Broker agrees to diligently perform all services customarily performed in the promotion and sale of the property.

Broker hereby represents that they will participant in the local Multiple Listing Service (MLS). Listing information will be provided to the MLS to be published and distributed to its participants in accordance with its rules and regulations. Broker agrees to enter accurate information in the MLS servicing the geographic location of property within 24 hours of receiving the fully executed Agreement and to continue said MLS service throughout the duration of the Listing Period. A copy of the MLS printout of the Property will be sent to PennyMac within 48 hours of the execution of the Agreement and prior to the submission of any offers on the property or the Agreement will automatically terminate.

Broker agrees to post "FOR SALE" sign(s) on the Property, advertise the Property, hold open houses (If condition permits) and prepare informational flyers highlighting the Property's features and available financing. If the Broker is unable to post signs or hold open houses, at the Property, the agent must immediately notify the asset manager.

Broker agrees to pay all costs incurred by Broker in performing customary services. All showing appointments and offers to purchase shall be made through the Broker. The Broker agrees to promptly forward all offers to PennyMac through res.net's offer management system.

Broker agrees to place a LOCK BOX (S) upon the Property that is in common usage among local real estate brokers for the purpose of accessing the Property. Lock box combination or access information shall not be included in advertising (i.e. flyer) or listed on the MLS. Broker agrees to cooperate with other brokers and to show the property on a MLS tour according to local custom.

OFFERS:

Any verbal acceptance of an offer will NOT constitute a formal acceptance, as it is subject to review and approval of the written offer. All offers to purchase must be accompanied by a local sales contract, proof of earnest money deposits and PennyMac Counter Offer Addendum. The PennyMac LLC Counter Offer Addendum will be generated through res.net's offer management system.

Title to the property will be conveyed to the new owner by a Special Warranty Deed.

- BUYER SHALL PAY FOR ANY TITLE INSURANCE POLICY INSURING BUYER'S LENDER.

- SELLER WILL NOT PAY BUYER'S ESCROW CLOSING FEE.

- UNLESS PROHIBITED BY STATE LAW, PENNYMAC WILL SELECT THE CLOSING OR SETTLEMENT OFFICE.

- SELLER WILL NOT PAY FOR ANY OWNER'S TITLE INSURANCE POLICY, UNLESS INDICATED OTHERWISE WITHIN THE COMMENT SECTION OF THE PENNYMAC COUNTER OFFER ADDENDUM.

Delivery of the deed to the Property to the Buyer by the Seller shall be deemed to be full performance and discharge of all of the Seller's obligations under this Agreement.

SERVICES:

Broker agrees to inspect the Property at least once a week. Broker agrees to immediately notify PennyMac of any unfavorable conditions, which may affect the Property, including but not limited to, trash, debris, property damage, health/safety concerns, vandalism, drainage problems, plumbing/electrical problems and code violations.

Broker will cooperate with the Servicer's preferred National Property Preservation Vendor, hereinafter referred to as ("NPPV"), to ensure the Property is clean, maintained on a recurring basis and in a presentable condition. In the event the NPPV is not performing all the services necessary to maintain the property's marketability, the Broker will immediately notify the Asset Manager of the Property issues. Broker will cooperate with the NPPV to ensure access is granted for recurring services. Broker will escalate any NPPV issues or concerns to the Asset Manager immediately. (Please refer to the PennyMac Listing Acknowledgement for a full scope of NPPV recurring services)

Upon vacancy of the subject Property, the Broker agrees to transfer all utilities into Broker's name, within 72 business hours. The utilities will remain in the Broker's name until the Listing Period is terminated or the Property closes. In the event there is an outstanding utility balance due, prior to the transfer of the utility services, the Broker will forward the outstanding invoice to the Asset Manager for review and processing. In no event, is it acceptable for the Broker to avoid or delay contacting the utility company for a utility services transfer. Failure to transfer the utilities within the time line outlined above may result in a reduced listing broker commission. Broker is encouraged to escalate any concerns about the utilities to the Asset Manager immediately. This includes concerns about habitability, preservation of the property, liability for the Owner and anything else that may provide risk to the Property. The utilities should be activated as needed. NOTE: Utility service transfers are viewed as separate from utility activation. Utilities should not be activated if one or more of the following conditions are relevant to the Property: risk of flooding, risk of fire, risk of property damage or if the activation of the utilities will create any additional liability to the Owner or Servicer. In the event the Broker is unable to transfer the service into their name or brokerage within 72 business hours, the Broker will immediately notify the Asset Manager. Broker should contact the Asset Manager immediately if the Broker has any questions or concerns about the utility bills or service transfer process.

Broker will cooperate with the NPPV to ensure the winterization and other property preservation steps do not conflict with the utility service transfer.

Broker agrees to submit a Monthly Sales Activity Report to PennyMac 25 days after the listing or price-reduction date. The Monthly Sales Activity Report will be automatically tasked by res.net on the 26th day of each month. The Monthly Sales Activity Report must be completed within 4 days. NOTE: Monthly Sales Activity Report do not replace BPO Tasks.

AGENCY RELATIONSHIP:

Broker shall act as the agent for PennyMac. It may be necessary for Broker to act as agent of both Seller and a potential purchaser of the Property. In such case, Broker shall disclose to PennyMac any election to act as dual agent representing both Seller and purchaser. As outline in the commission compensation section above, dual agency transactions will result in a reduced commission. Per this listing contract, dual agency is defined as one agent representing both Seller and purchaser. Broker shall avoid involving an additional buyer's agent when possible. NOTE: All dual agency transactions will be reviewed by PennyMac's senior management before closing.

Broker represents that Broker is not the former owner, nor related by blood or by marriage to the former owner of the Property. Any previous associations to the Property or its owner(s) must be disclosed prior to Broker signing this agreement. In addition, the Broker is prohibited from purchasing the Property during the listing period.

Broker may not assign rights, duties or obligation under this Agreement, without prior written consent of PennyMac, which may withhold, for any reason at its discretion. The Listing Contract shall terminate automatically if a PMI Company insuring the defaulted loan exercises its options to purchase the Property in claim settlement, or if an underlying Investor transfers servicing of the defaulted loan. In such case, no brokerage commission will be paid.

PROPERTY CONDITION:

Broker acknowledges that Seller acquired the Property as a result of foreclosure, by a deed in lieu of foreclosure, or otherwise similar procedure or transaction. Seller is unaware of the condition of the Property. Seller makes no warranties, expressed or implied, as to the condition of the Property or the presence of any hazardous substances.

It is the intent of the Seller to sell the Property in its present "AS IS" condition unless otherwise agreed to in writing. Seller shall not provide a survey, property condition inspection, homeowner's warranty, or Certificate of Occupancy, unless required by law or as otherwise negotiated at time of sale. Seller reserves the right to approve or reject any required repairs to the Property in Seller's sole and absolute discretion. Seller requires a PennyMac Counter Offer Addendum attached to all local sales contracts at time of submission.

INDEMNIFICATION:

Broker shall indemnify and hold Seller and Servicer harmless from and against any and all damages including attorney's fees arising out of Broker's misrepresentation, errors or omissions constituting negligence, self dealing or bad faith on the part of the Broker or those under the Broker's control in performance of services under this Agreement. This provision shall survive any termination or expiration of this Agreement.

Neither the Servicer nor the Seller will be responsible for title delays. Broker may request a copy of the Property's title report.

EQUAL HOUSING OPPORTUNITY:

Broker agrees that it will fully comply with all federal, state and local laws, ordinances and regulations prohibiting discrimination on the basis of race, color, religion, ancestry, national origin, sex, marital status, family status, age, sexual orientation, physical handicap or disability.

ADDITIONAL TERMS:

PennyMac expects all Brokers to be accountable for their decisions, actions and performance when acting as listing agent for PennyMac. PennyMac makes coaching, remediation, probation and termination decisions based on many factors including, but not limited to, monthly

Broker scorecard, quarterly report card performance results, adherence to PennyMac Loan Services, LLC Master Listing Agreement ("MLA").

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE INFORMATION CONTAINED IN THIS TASK, YOU MUST ESCALATE YOUR QUESTIONS TO THE ASSET MANAGER, BEFORE COMPLETING THIS TASK. OTHERWISE, YOU ARE BOUND TO THE TERMS ABOVE.

HAVING READ THE FOREGOING, I approve, accept, confirm and acknowledge all prior agreements between the Parties are incorporated in this Listing Contract and any supplement, addendum, or modification shall constitute one and the same. Broker and agent responsible for marketing and management of this property shall sign in agreement.

I agree by typing my name as my electronic signature, it is acknowledged and understood that it constitutes an acceptance of all the terms and conditions contained in this agreement and is valid and enforceable in accordance with the "Electronic Signatures in Global and National Commerce Act"

I have read, understand, and agree to all the terms, disclosures, and conditions of this agreement.

By electronically signing this form I acknowledge that all the information provided by me in this form is true and correct and authorize RESNET Services to verify any and all information contained herein.

TYPE YOUR NAME AS YOUR ELECTRONIC SIGNATURE

License:

Signature:

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Task Status History

Date	Status Changed To	Assigned To	Updated By	Comments
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