

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL

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

Property Address 282102 E 1650 Rd Marlow Ok 73055

Legal Description 282102 # 3.37 acres MOL in Sec 20-2N-7W

together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral rights owned by Seller, if any, all of which may be described in any property data form attached to and by this reference made a part of this Agreement (collectively referred to as "the Property"), and grants to Broker the exclusive right to sell the Property, within the term of this listing, at a price of \$315000 and on the terms herein stated, or at such other price and terms as shall be acceptable to Seller. This listing shall be subject to the following:

1. By appointing Broker as exclusive Broker, Seller agrees to work through Broker for the sale, option or exchange (collectively "Sale") of the Property and to refer to Broker all inquiries received in any form from other real estate Brokers, prospective buyers, tenants, or any other source during the time this Listing Agreement is in effect. In addition, any compensation, which is conditioned upon the Sale of Property, shall be earned by Broker 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.

2. This Agreement begins on Feb 12, 2025, and terminates (except for the provisions of Paragraph 3) at midnight on Aug 12, 2025. This Agreement shall not exceed twelve (12) months in duration.

3. **Seller acknowledges the compensation in this Agreement is fully negotiable and not set by law. The compensation section in this Agreement must be completed before it can be signed by the Seller. This Agreement is not enforceable if this section is left blank.**

a. Seller agrees to pay compensation equal to the greater of 2.5 % (0% if left blank) of the total sales price of the property plus \$ _____ (\$0 if left blank); OR \$ _____ (\$0 if left blank).

b. Seller acknowledges Seller is not required to make an offer of compensation to Buyer's Broker. In the event a cooperative agreement or supplement to split compensation with another licensed real estate brokerage occurs, the compensation provided for in section 3a shall be split 2.5 % of the total sales price of the property or \$ _____ to be paid to Seller's Broker and 2 % of the total sales price of the property or \$ _____ to be paid to Buyer's Broker.

Seller (check one) does does not authorize Broker to disclose the amount of compensation to be offered to the Buyer's Broker in marketing and advertising the property

- c. The compensation shall be due and payable upon the occurrence of any of the following:
 - i. The sale or exchange of the Property during the term of this Agreement, whether procured by Broker, Seller, or a third person.
 - ii. The sale or exchange of the Property within 30 days after the termination of this Agreement, if with anyone to whom Broker has shown the Property, or with whom the Broker has negotiated concerning the Property prior to the termination of this Agreement; provided that this clause shall not apply if Seller re-lists the Property at the termination of this Agreement with another licensed real estate Broker.
 - iii. If Broker 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 another price and terms as shall be acceptable to Seller.
 - iv. The sale or exchange of the Property during, or after, the term of this Agreement to any party to whom the Property is rented or leased during the term of this Agreement, or within 30 days thereafter.

Seller's Initials [Signature] Initials are for acknowledgment purposes only

A. **Additional Inclusions.** The following items shall also remain with the Property at no additional cost to Buyer:

Rain Barrels (3) + Large Work Benches in garage + shop

B. **Exclusions.** The following items shall not remain with the Property:

N/A

7. In accordance with the HUD/EPA Lead-Based Paint Regulations, if the Property was built before 1978:

- a. Seller shall complete a Disclosure and Acknowledgment of Lead-Based Paint.
- b. Broker shall provide a copy of the Seller's Disclosure and Acknowledgment of Lead-Based Paint to potential Buyers or their Brokers along with a copy of the pamphlet Protect Your Family from Lead in Your Home.

8. In connection with this Listing Agreement, Seller authorizes Broker:

- 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 Broker determines in its sole judgment and discretion, including the making and using of photographs 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. 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, Broker and Seller agree that Broker 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 to accept a similar appointment by Buyers and prospective Buyers.

9. Neither the Buyer nor the Seller may be held liable for the actions or words of the Broker or licensees affiliated with the Broker's firm.

10. All of the information provided herewith, or which may be provided to Broker, shall be true and Seller agrees to hold Broker, Broker's sales associates, employees, and agents harmless from any cost, expense, or damage due to any information which is withheld by Seller from Broker, or which is incorrect.

11. Broker shall use Broker's best efforts to effect a sale of the Property during the term of this Agreement.

- a. Broker shall not be charged with the custody of the Property, its management, maintenance, or repair.

12. If the Property becomes vacant during the terms of this Agreement, Seller must notify Seller's casualty insurance company and request a vacancy Clause to cover the Property. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any persons real or personal property resulting from (i) acts of third parties; (ii) vandalism; (iii) theft; (iv) freezing water pipes; (v) a dangerous condition on the Property; (vi) the Property's non-compliance with any law or ordinance; and (vii) any act or omission not caused by Broker's negligence. Seller agrees to protect, defend, indemnify, and hold Broker harmless from any liability for which Broker is not responsible under the Agreement.**

13. Forfeited earnest money, if any, shall be divided equally between Seller and Broker, except that Broker's portion shall, in no event, exceed the agreed compensation; 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 compensation.

14. The term "Broker" herein shall include any sales associate whose signature appears on this Agreement.

Seller's Initials YJ Initials are for acknowledgment purposes only

282102

- 15. This Property is offered for sale without regard to race, color, religion, sex, age, disability, familial status, national origin or any other factor protected by federal, state or local law.
- 16. Seller and Broker agree to the terms herein set forth and understand that this is a binding agreement and that it cannot be canceled or terminated except upon their mutual written consent.
- 17. Seller acknowledges that Seller has read and received a copy of this Agreement and that a copy of the Oklahoma Real Estate Commission Contract Guide has been made available to the Seller in print, or at www.orec.ok.gov.
- 18. If the Broker is a member of a Multiple Listing Service (MLS), the parties hereto understand and agree that the Broker is hereby authorized to (i) enter this listing in the MLS, (ii) file timely notice of all changes in the above information as approved by the Seller; (iii) upon the closing of a sale, file sales information, including sale price, with the MLS for processing and dissemination to the MLS Participants and other members of the MLS, and (iv) that the property information, once transmitted to MLS, shall be owned by it and subject to its copyright and may be used and disseminated by it.
- 19. Upon the execution of a purchase contract by both Seller and Buyer, the Broker shall have no duty thereafter to submit subsequent offers for the purchase of the Property, unless the Contract specifically provides otherwise or this sale does not close.
- 20. To facilitate the showing of said Property, Seller grants the Broker permission to place on Seller's Property a "Lock Box" containing a key that gives access to Seller's Property at times when the Broker is not present. Seller understands that access to the "Lock Box" may be in the possession of unauthorized persons who are not members of the Broker's Multiple Listing Service, as well as members thereof. Further, Seller acknowledges that said Broker has recommended that all valuables such as coins, jewelry, furs, silver, guns, cameras, paintings, antiques, and the like, be removed from the Property for safekeeping during the period of the listing. In addition, Seller has been fully advised that neither the Broker, the MLS nor any Association to which Broker may belong, assume any responsibility for the acts of any other persons for any loss that 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 the risk of loss.

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

- 21. Seller acknowledges that individuals viewing the property during the term of this Agreement may take photographs and videos of the Property or of items within and on the Property. Seller acknowledges that the Broker may not prohibit individuals from taking such photographs or videos and may not prohibit how such items may be used or displayed by such individuals.
- 22. The Seller and Broker agree that Broker, in response to inquiries from Buyers or cooperating brokers shall disclose, with the Sellers' approval, the existence of offers on the property. Where disclosure is authorized, Brokers shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating Broker.

Seller (check one) does does not authorize Broker to disclose the existence of offers on the property.

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

It is Seller's decision (check one) to Purchase Not to purchase an RSA at this time

- 24. Has the Seller been notified by any city or county governmental agency, or is the Seller aware, that the Property is in a flood hazard area? Yes No

25. Additional Provisions. Surface rights only

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Executed by Seller this 12th day of Feb, 2025.

Kelly B. Place
Seller Name (Print)

Kelly B. Place
Seller Signature

kbplace@outlook.com
Seller's Email Address

2305 W. Club Rd, Duncan, OK
Seller's Physical Address

580-641-1503
Seller's Telephone (Cell)

N/A
Seller's Telephone (Work)

N/A
Seller Name (Print)

N/A
Seller Signature

N/A
Seller's Email Address

N/A
Seller's Physical Address

N/A
Seller's Telephone (Cell)

N/A
Seller's Telephone (Work)

Executed by Broker this 12th day of Feb, 2025.

Katy Iverson
Seller's Broker / Associate Signature

Katy Iverson
Seller's Broker / Associate Name

146360
Seller's Broker License Number

580-721-9692
Seller's Broker / Associate Cellphone

marlowproperties1@gmail.com
Seller's Broker / Associate Email Address

Marlow Properties and Investments
Brokerage Name

Katy Iverson
Name of Managing Broker

146360
Brokerage License Number

Managing Broker Office Telephone

905 S 5th St Marlow Ok
Brokerage Office Address

Managing Broker Email Address

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