



EXCLUSIVE RIGHT TO SELL AGREEMENT LISTING AGREEMENT



In consideration of the covenants herein contained, Sole Property Owner(s) Sandra C. Davenport and Susan C. Davenport, for Jean B. Corley Life Estate (hereinafter called "OWNER") and Real Estate Company La Rosa Realty (hereinafter called "BROKER"), agree as follows:

1. **PROPERTY:** Lot _____ Block _____ Section _____ Subdivision _____
Address 1515 McCormick Highway
Tax Map/PIN/Other # 6845-010-451
City Greenwood State SC Zip 29646 County of Greenwood County, State of South Carolina

The real estate described herein includes all improvements, fixtures, appurtenances, and the additional property. Owner in order to accurately convey property and to assist Broker in correctly marketing the property agrees to complete the Personal Property Addendum (SCR Form 530) unless otherwise agreed upon in writing.

2. **LENGTH OF AGREEMENT:** This agreement will begin on 04/24/2026 (date) and will automatically end at 11:59 p.m., on 04/24/2027 (date). **This agreement can only be terminated before this date if both Broker and Owner sign a Release from this Agreement (Form 250). There is no unilateral right to terminate this agreement by either party.**

3. **AGENCY DISCLOSURE (INITIAL APPLICABLE CHOICES):**

Owner acknowledges receiving an explanation of the types of agency relationships that are offered by the brokerage and a South Carolina Disclosure of Real Estate Brokerage Relationships form at the first practical opportunity at which substantive contact occurred between the agent and the owner.

Owner acknowledges that after entering into this written agency contract, Broker might request a modification in order to act as a dual agent or a designated agent in a specific transaction. If asked:

Dual Agency (Owner to initial one):

Permission to act as a dual agent will not be considered.
 Permission to act as a dual agent may be considered at the time I am provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written **Dual Agency Agreement**.

Designated Agency (Owner to initial one):

Permission to act as a designated agent will not be considered.
 Permission to act as a designated agent may be considered at the time I am provided with information about the other party to a transaction. If Owner agrees, Owner will execute a separate written **Designated Agency Agreement**.

4. **LISTING PRICE:** The listing price ("Listing Price") will be \$ 315,000 Any adjustment to the Listing Price will be agreed upon in writing between the Owner and Broker.

5. **LISTING BROKER COMPENSATION: NOTICE:** The Broker's compensation for services rendered is solely a matter of negotiation between the Broker and the Owner and IS NOT set by law, fixed, controlled, suggested, recommended, or maintained by the board/association, the MLS, or by any persons not a party to the listing agreement. The Broker's commission ("Listing Broker Compensation") will be paid by Owner, in U.S. funds, at the time of, and as a condition of, sale completion. Listing Broker Compensation is (check only one):

OWNER OWNER OWNER OWNER, AND BROKER

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- Exactly \$ _____; or
 _____ 4% of the gross purchase price of the Property, as reflected on the final settlement statement; or
 Other 2% for Listing agent and 2% for Selling Agent _____

The Listing Broker Compensation shall be earned, due and payable when an agreement to purchase, option, exchange, lease or trade is signed by Owner. However, if Owner shall fail or refuse to sell the described property for the price and terms set forth herein, or if Owner shall fail or refuse to complete the sale of such property under any written Agreement to Buy and Sell Real Estate to which Owner has agreed, Broker's full fee shall be due and payable by Owner.

Owner agrees to pay all costs, including reasonable attorney's fees, which may be incurred by Broker in the collection of a fee due from Owner under this Agreement.

Broker agrees to defer the commission until the closing date or extension thereof stated in the agreement or until default by Owner. Deferral is agreed to solely as an accommodation to Owner and such deferral shall in no way be construed as a waiver of the brokerage fee. This Agreement will serve as escrow instructions to the closing attorney to pay said Listing Broker Compensation from the proceeds of the sale.

If the property is sold within 0 days of the expiration or termination of this Agreement (which shall be the "Protection Period") to a Buyer to whom the property was shown by Owner, Broker, another broker, or any other person or firm during the term of this Agreement, Broker's full fee shall be payable by Owner. The Protection Period shall be terminated if Owner enters into a listing agreement with another broker during the Protection Period.

For purposes of this Agreement, a sale shall be defined as any transfer of a legal, equitable or beneficial interest in the subject property, whether for money or in exchange of other property, and shall include, but not be limited to, any transfer of the ownership interest in any corporation, limited partnership, partnership, or other entity.

ADDITIONAL FEE: (INITIAL IF APPLICABLE)

Administrative Fee: Owner agrees to pay Broker an Administrative Fee of \$ _____ to be paid:

- No later than _____ calendar days of the signing of this contract regardless of whether or not Owner sells the listed property, or
 At closing.

The Administrative Fee shall be treated as follows. (check only one)

- Sole Fee: This shall be the only fee due to Broker from Owner.
 Credited: This fee shall be credited against the Broker Fee described above.
 Not Credited: This fee is in addition to, and shall not be credited against, the Broker Fee described above.

6. **ADDITIONAL COMPENSATION FOR ASSISTING UNREPRESENTED BUYER:** If Buyer is not subject to an active exclusive Buyer Agency Agreement with any brokerage or a Transaction Brokerage Agreement with a brokerage other than listing broker's brokerage ("Buyer's Broker"), Broker will need to assume additional liability and paperwork responsibilities. In this scenario, Broker will not represent Buyer, but will facilitate the completion of necessary forms and provide customer level services required by state law.

Should this situation occur, Owner agrees to compensate Broker an additional amount described below in addition to their previously agreed upon Broker Fee in Section 5.

Owner agrees to compensate Broker an additional \$ _____
 Owner agrees to compensate Broker an additional _____ 0% of the gross purchase price.

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7. **BUYER BROKER COMPENSATION:** Listing Broker is not authorized to compensate any other Buyer Broker. Owner can choose to directly negotiate compensation with the Buyer Broker (Form 120) or can instead choose to directly negotiate transaction costs with the Buyer.

8. **OWNER CONCESSIONS; NOTICE:** Owner Concessions are not required or fixed by law. The amount of any Owner Concession is fully negotiable. Any and all concessions will be negotiated under Transaction Costs in Section 6 of SCR Form 300/310. A concession is an agreement for the Owner to pay some amount towards the Buyer's transaction costs. All offers, which may include requests for buyer's broker compensation from Owner or Owner Concessions, will be presented to Owner in a timely manner for review and negotiation.

Owner agrees does not agree to allow Broker to advertise the Owner's willingness to negotiate for Owner Concessions.

9. **EARNEST MONEY:** Owner authorizes and designates Escrow Agent, as designated by the sales agreement, to accept and hold on behalf of Owner any earnest money or escrow deposit made in accordance with the terms of any agreement to buy and sell real estate for the property. In the event of default or forfeiture by a prospective buyer, Owner will reimburse Escrow Agent any costs incurred by Escrow Agent including attorney's fees as a result of the release of payment to Owner of any of the earnest money deposited, and such reimbursement may be made by Broker from the earnest money deposit. All earnest money will be deposited in Escrow Agent's escrow account.

OWNER UNDERSTANDS THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, BROKER WILL NOT DISBURSE EARNEST MONEY TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

10. **SIGNS:** Owner grants to Broker the exclusive right to display "For Sale," "Under Contract," "Sale Pending," (or other similar) signs on the property and to remove other such signs.

11. **BROKER LIABILITY LIMITATION:** Owner acknowledges that Broker(s) will not, under any circumstances except for gross negligence, have any liability greater than the total compensation amount paid to Broker(s) by the Buyer and/or Owner. Broker(s) will not, under any circumstances except for gross negligence, have any liability for any loss of funds in the transaction due to wire or other cyber or electronic fraud.

12. **BROKER'S DUTY:** Broker agrees to employ the best efforts of Broker and Broker's agents and staff to secure a contract of sale for the described property upon such terms as may be agreeable to Owner. Broker's efforts shall include directing the efforts of Broker's organization to bring about the sale, advertising the described property as Broker deems advisable in those advertising media of merit customarily used in the area, furnishing such additional information as is necessary to cooperating real estate brokers and assisting such brokers in effecting a sale of property, and keeping Owner informed as to the progress of Broker's efforts in finding a buyer for the described property. Owner understands the Broker makes no representation or guarantee as to the sale of the property. Upon the termination or completion of this agreement, Broker shall keep confidential all information received during the course of this agreement which was made confidential by written request or instructions from the client, except as provided for under South Carolina law.

13. **OWNER'S DUTY:** Owner agrees as follows:

- A. To furnish Broker with complete and reliable information concerning ownership and the operation of the property, and any encumbrances or liens affecting the property; and
- B. To inform Broker of any inquiries (including inquiries from other brokers) or negotiations concerning the sale of the property; and
- C. To permit inspection and showing of the property by Broker, Broker's Agents, Subagents, Buyer's Agent, and by such agents, subagents and prospective buyers as deemed reasonably necessary by Broker, and to cooperate in the scheduling and carrying out of such showings and inspections as is necessary; and
- D. To permit the offering for sale of the property to prospective buyers without regard to age, sex, race, creed, color, religion, national origin, handicap or familial status; and


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
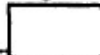
- E. To permit Broker to incur, or pay on behalf of Owner reasonable expenses for repairs, inspection, utilities, maintenance, or similar expenses not to exceed \$ _____ for each separate expense, and to reimburse Broker, as necessary, upon receipt of the statement of expenses; and
- F. To allow closing attorney to pay Broker's compensation in an amount equal to the compensation provided above from Owner's proceeds at time of closing; and
- G. To grant to Broker the authority and approval to list and publish all sales data pertaining to the sale and closing of the hereinabove described property. Owner understands and acknowledges that sales data are published for the use and information of the members of all the Boards/Associations of REALTORS® and the Multiple Listing Service (MLS) of which Broker is a member; for their use of same in marketing and selling of all properties listed in said publication; and
- H. To permit Broker to take photographs of the Owner's property described herein for advertising and marketing purposes in any advertising medium of the Broker's choice. Owner understands and acknowledges that all marketing materials, including but not limited to photographs, brochures, and websites, developed for the sale of the subject property shall remain the property of the Broker; and
- I. To convey marketable title to the buyer in fee simple free from all liens except those stipulated herein, subject to existing zoning and government restrictions, applicable owner's association assessments and restrictive conditions and covenants of record which do not materially affect the present use of the property; and
- J. To authorize Owner's attorneys and the settlement agent to furnish to Broker copies of the final settlement statement for the transaction prior to the closing date; and
- K. To authorize the Broker, in response to inquiries from buyers or cooperating brokers, to divulge the existence of offers on the property; and
- L. To furnish Broker with written instructions regarding the confidentiality of information upon termination or completion of this agreement which was received during the course of this agreement in accordance with South Carolina law.

14. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT: Owner warrants that, to Owner's knowledge, there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to Broker in writing. Owner further warrants that Owner has reviewed and completed a Seller's Residential Property Condition Disclosure Statement, as required by South Carolina Code of Laws, as amended, Section 27-50-10, et. seq., attached to and made a part of this Agreement, and that all such information is accurate to the best of Owner's knowledge. If the Owner discovers, after his delivery of a disclosure statement to a Buyer, a material inaccuracy in the disclosure statement or the disclosure is rendered inaccurate in a material way by the occurrence of some event or circumstance, the owner shall correct promptly the inaccuracy by delivering a corrected disclosure statement to the Buyer or make reasonable repairs necessitated by the occurrence before closing. An owner who knowingly violates or fails to perform any duty prescribed by any provision of this article or who discloses any material information on the disclosure statement that he knows to be false, incomplete, or misleading is liable for actual damages proximately caused to the Buyer and court costs.

Owner agrees to defend, indemnify, and hold harmless the Broker, Broker's agents, or sub agents, including indemnification for attorney's fees and court costs, from any and all claims arising out of any information or omission of information presented to Broker by Owner. Owner agrees to disclose to the Broker any known latent defects of the herein described property which are not readily ascertainable upon view including land, improvements, and personal property to be conveyed, and to hold said Broker harmless for any liabilities or damages arising from such defects. Owner will not hold Broker liable for the Owner's refusal or failure to provide a prospective purchaser with a disclosure statement. Owner agrees to allow Broker to provide copies of the disclosure statement to prospective buyers. The Owner understands and agrees that Broker has fully met the requirements of Section 27-50-70 of the South Carolina Code of Laws, as amended.

15. LIEN DISCLOSURE: Owner authorizes Broker to disclose information about the property to Broker's agents, subagents, prospective buyers, and all inquiring parties. Such disclosure shall be in accordance with Broker's company policy.

Owner hereby authorizes anyone having a lien against the property including the mortgage holder, to disclose complete information about the lien to Broker and Closing Attorney or Agent.

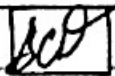
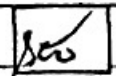
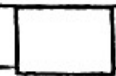
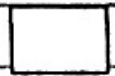
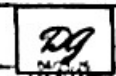






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24. **AGREEMENT TO SELL:** When a Buyer is found for said property, the Owner shall enter into a written sales agreement which will contain the terms and conditions of sale, the customary provisions as to the examination of the title, the curing of any defects in title, the prorations of taxes, rents, and applicable property expenses.
25. **LEAD-BASED PAINT:** For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure" must be signed by Owner and attached to this agreement. Owner represents that either (1) the improvements on the property were all constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this agreement. Owner agrees to provide Broker with any such additional information or reports as may come to Owner's possession during the term of this agreement. Owner acknowledges that Broker has informed Owner of the Owner's obligations to provide a buyer of the property with the pamphlet "Protect your Family from Lead In Your Home," to provide information to a buyer of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42USC4582(d), as amended.
26. **MEDIATION CLAUSE:** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement or the services provided in relation to this Agreement, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® Disputes shall include representations made by Owner or Broker in connection with the services to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the closing.
27. **FAIR HOUSING:** Owner and Broker agree that this property is offered without regard to race, color, religion, sex, handicap, familial status, or national origin and is listed in full compliance with local, state, and federal fair housing laws.
28. **DIGITAL COMMUNICATIONS/DELIVERY:** The parties agree that this Agreement may be communicated and delivered by secure electronic means. Digital or electronic signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.
29. **ENFORCEMENT:** The parties agree that Broker may take action to enforce this Agreement or collect any associated costs, fees, and damages. Owner agrees to reimburse or indemnify or pay all Broker costs in enforcing this Agreement or collecting costs, fees, and damages including any incidental expenses or attorneys fees.
30. **SEX OFFENDER/CRIMINAL INFORMATION:** Owner agrees that Broker is not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against the Broker for failure to obtain or disclose sex offender or criminal information. Owner may obtain information about the sex offender registry by contacting the South Carolina Law Enforcement Division on the Internet at: <https://scor.sled.sc.gov/>
31. **PHOTOGRAPHY:** Owner irrevocably conveys any and all of the Owner's audio, photography, and videography rights in perpetuity involving Owner and Owner's family and Owner's property to Broker for marketing and advertising and any other purpose deemed necessary by the Broker.
32. **SURVEILLANCE:** Owner agrees to abide by any laws and regulations regulating audio and video surveillance of the Property and persons entering the Property including agreeing not to use any surveillance in areas where persons have an expectation of privacy such as restrooms. Owner agrees that Broker may or may not disclose potential surveillance as Broker deems necessary including signage on the Property and in advertising/marketing.
33. **AMENDMENT:** This Agreement may be amended only by a writing signed by both parties and any amendment of Sections 2 or 3 must be based on the options available in the amended section.
34. **FRAUD:** As the owner of property involved in a real estate transaction where money is changing hands, Owner may be a potential target for cyber-criminals. Owner is advised to always contact the closing attorney directly before wiring any money.
35. **OTHER TERMS AND CONDITIONS:**

 OWNER	 OWNER	 OWNER	 OWNER, AND	 BROKER
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THE UNDERSIGNED HEREBY WARRANT THAT THEY OWN THE PROPERTY AND/OR HAVE THE AUTHORITY TO EXECUTE THIS AGREEMENT. THIS IS A LEGALLY BINDING AGREEMENT. OWNER SHALL SEEK FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD. OWNER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND COPY OF THE SC DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS FORM. OWNER AGREES TO RECEIVE COMMUNICATIONS FROM BROKER AT THE EMAIL ADDRESS, AND PHONE LISTED BELOW.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN DULY EXECUTED BY THE PARTIES.

Susan C. Davenport 4-24-26 11:47 am Email: scdavenport50.sd@gmail.com
 Owner Date Time Phone: 864-992-5510

Sandra C. Davenport 4-24-26 11:47 am Email:
 Owner Date Time Phone:

Owner Date Time Phone:

Owner Date Time Phone:

Owner Address

La Rosa Realty
 Real Estate Firm

By: *Diane Gillespie* doebug verified 04/23/25 4:51 PM EDT WQP 8405-QNEO-112V
 Broker/Licensee Date Time

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Diane Gillespie
 REALTOR® NAME

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 REALTOR® PHONE

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 REALTOR® EMAIL