



HEARTLAND

Real Estate & Appraisal

604 Flack Ave., Alliance, NE

THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE

EXCLUSIVE LISTING AGREEMENT

Seller(s): Jeff B. and Anita F. Girard

Appoints: Susan (Susie) Nordeen (Agent) as Seller's exclusive agent for the purposes and under the terms set forth below. Seller also appoints as limited Seller's Agents and such other affiliated licensees of Heartland Real Estate & Appraisal as Seller's exclusive agents to accomplish the sale of the real property legally described as:

LOT 2 BLK 11 SECOND ADDITION

Also known as: 820 Big Horn, Alliance NE 69301 (Address of Property)

- 1. Effect of this Listing: By appointing Agent(s) as Seller's exclusive agent, Seller agrees to conduct all negotiations for the sale of the Property through designated Agent and refer said Agent all inquiries as received in any form from any source during the term of this Agreement.
2. Duties and Obligations of a Seller's Agent: An Agent representing a Seller as a Seller's Agent shall be a limited agent with the following obligations and duties:
(a) To perform the terms of any written agreement made with the client.
(b) To exercise reasonable skill and care for the client.
(c) To promote the interest of the Seller with the utmost good faith, loyalty and fidelity, seeking the price and terms which are acceptable to Seller.
(d) Agent will account in a timely manner for all money and property received.
(e) Agent will comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act.
(f) Agent will comply with any applicable federal, state and local laws, rules, regulations and ordinances, including Fair Housing and Civil Rights statutes and regulations.
3. Duties and Obligations of a Buyer's Agent: An Agent representing a Buyer as a Buyer's Agent shall be a limited agent with the following duties and obligations:
(a) To perform the terms of any written agreement made with the client.
(b) To exercise reasonable skill and care for the client.
(c) To promote the interests of the client with the utmost good faith, loyalty and fidelity seeking a price and terms which are acceptable to the client.
(d) To account in a timely manner for all money and property received.
(e) To comply with all requirements of Neb. Rev. Stat. Sections 76-2401 to 76-2430, the Nebraska Real Estate License Act, and any rules and regulations promulgated pursuant to such sections or act.
(f) Agent to comply with any applicable federal, state and local laws, rules, regulations and ordinances, including Fair Housing and Civil Rights statutes and regulations.
4. Confidential Information: An Agent acting as a Buyer's Agent or a Seller's Agent shall not disclose any confidential information about the Client without the Client's written permission unless disclosure is

Seller initials: [Handwritten initials]

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required by statute, rule or regulation, or failure to disclose the information would constitute fraudulent misrepresentation. No cause of action shall arise against an Agent acting as a Buyer's Agent or as a Seller's Agent for instructions from the Client unless the information is made public or becomes public by the words or conduct of the Client to whom the information pertains or from a source other than the licensee.

5. **Disclosure of Motivating Factors:** Seller does not authorize the disclosure of motivating factors unless initialed here (*Seller's initials* _____).

6. **The Listing Period:** This Agreement shall begin 5/07/2026 and shall continue through 11/07/2026.

7. **Price and Terms:** The listing price for the property shall be \$ 80,000 on the following terms: cash or other terms acceptable to Seller. The price and terms shall include all attached fixtures. The following personal property is also _____

~~washer and dryer, stove, water softener (not hooked up),~~

8. **Title:** Seller represents to Agent that marketable title to the Property is solely in Seller's name. The seller shall deliver copies of all relevant title materials to the Agent upon request. Seller represents that there are no known encroachments affecting this Property except: N/A. Seller agrees to convey a marketable title to Buyer, evidenced by policy of title insurance.

9. **Possession:** Possession of the Property shall be delivered to Buyer on Date of Closing TBD.

10. **Material Defects and Indemnification:** Seller represents that to the best of Seller's knowledge there are no termites or wood destroying insects or damage therefrom in the building(s) on the real estate. Seller further states that all oral representations made to the Agent or Agent's Brokerage and affiliates are accurate, and that there are no latent defects in the Property of which Seller is aware, except as may be more fully set forth in the Seller Property Condition Disclosure Statement completed pursuant to the provisions of Neb. Rev. State 76-2 120. Seller agrees to indemnify and hold harmless Agent, Agent's Brokerage and any subagents from any claim that may be made against the listing company or subagents by reason of Seller having breached the terms of this paragraph. In addition, Seller agrees to pay attorney fees and associated costs reasonably incurred by Agent to enforce this indemnity. Seller agrees that any defects of material nature, including but not limited to, structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses or zoning variances actually known by Agent must be disclosed by Agent to any prospective Buyer.

11. **Compensation of Agent:** In consideration of services to be performed for Seller by Agent, a fee of _____, or a percentage % 6 percent of the gross sale price of the property shall be payable to Agent upon the happening of any of the following:

(a) If during the term of the listing the Seller, Agent or any other person sells the Property or finds a Buyer who is ready, willing and able to purchase the Property at the above price and terms or for any other price and terms to which the Seller agrees.

(b) finds a Buyer who is granted an option to purchase or enters into a lease with option of purchase and the option is subsequently exercised or

(c) if this agreement is revoked or violated by Seller, or

(d) if Agent is prevented in closing the Sale of this Property by existing claims, liens, judgments or suits pending against this Property, or

(e) if Agent is hindered by Seller in showing or attempting to sell this Property, or

(f) if within 90 days after the expiration of this Listing Agreement, Seller sells this Property to any person found during the term of this listing due to Agent's efforts or advertising under this Listing.

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Agreement. Upon closing of the sale for which the Agent earns compensation under this paragraph, or the closing of any sale within the listing period set forth in paragraph 6.

12. **Limitation on Real Estate Agent Compensation:** Agent shall not accept compensation from the Buyer, Buyer's Agent, or any entity participating in, or providing services for sale without written disclosure to Seller.
13. **Cooperating with other Real Estate Agents:** Agent may accept the assistance and cooperation of other brokers who will be acting as subagent of the Seller or as agent for the Buyer. **Seller agrees to allow Agent to share his/her compensation with subagents of the Seller or agents representing the Buyer (Buyer's Agent).** Agent may pay up to 40 percent of its variable compensation to a broker acting for a buyer. If Agent participates in a local multiple listing service, Agent shall submit the Property to such listing service.
14. **Dual Agency Disclosure:** Seller understands that Agent may be the Agent for a Buyer of property listed by Seller. If Buyer is interested in a property listed with Agent, Agent will immediately notify Seller that Agent is serving as the Buyer's Agent. Seller consents that Agent may act as a Dual Agent in the sale of the listed property and written consent of Seller and Buyer is required. As a Dual Agent, Agent shall make no representations to Seller of the price Buyer is willing to pay for the property except as set forth in the Purchase Agreement submitted by the Buyer, nor any representation to Buyer of the price Seller is willing to accept for the property except as set forth in the Listing Agreement. Seller acknowledges that if a Dual Agency exists, the ability of the Agent to represent either party fully and exclusively is limited. If a Dual Agency exists, the Agent has the same duties and responsibilities of a limited agent to the Buyer and the Seller, as stated in Paragraphs 2 and 3 to this agreement.
15. **Forfeiture of Earnest Money:** In the event of forfeiture of earnest money made by a prospective Buyer, the moneys received, after expenses incurred by Agent, shall be paid to Seller, not to exceed the commission agreed upon herein.
16. **Cost of Services:** Agent shall bear all expenses incurred by Agent, if any, to market the Property and to compensate cooperating brokers, if any. Agent will not obtain or order any products or services to be paid by Seller unless Seller agrees. Agent shall not be obligated to advance funds for the benefit of Seller.
17. **Maintenance of the Property:** Seller agrees to maintain, until the delivery of possession, the heating, air conditioning, water heater, sewer, plumbing and electrical systems, any appliances in good and reasonable working condition. Seller agrees to maintain the lawn and promptly remove snow from sidewalks and driveways during the listing period. Seller further agrees to hold Agent harmless from any and all causes of action, loss, damage or expenses Agent may be subjected to arising in connection with Seller's breach of this section. Seller also agrees that Agent shall not be responsible for maintenance of the Property.
18. **Responsibility of Insurance and Risk of Loss:** Seller shall insure the property for fire, wind, hail, explosion, water or any other cause at no less than the purchase price until closing. Risk of loss or damage to Property prior to closing shall be the responsibility of Seller. If, prior to closing, the structure(s) on the Property is materially damaged, Seller shall immediately notify the insurance company and have the loss assessed. Seller shall notify Buyer in writing of the damage. Seller shall cooperate with the Buyer regarding the insurance settlement or the restoration of the structure(s).
19. **Nondiscrimination:** Seller and Agent agree not to discriminate against any prospective Buyer because of Buyer's race, color, sex, religion, familial status, handicap or national origin.

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- 20. **Compliance with Law:** Seller agrees to bring the property into compliance with the law as required for the sale of the property unless otherwise lawfully delegated to the buyer in the purchase agreement, which includes installing a smoke or carbon monoxide detector, if necessary.
- 21. **Audio and Video Recording:** It is against Nebraska Law to intercept or record any wire, electronic or oral communication. Seller must disclose to Agent the presence of any such recording devices within or upon the Property.
- 22. **Permission to Advertise and Place Signage:** Seller gives permission to Agent to place a "For Sale" and "Sold" sign on the Property. Seller gives Agent permission to advertise and market the property in any media and image video or photographic images and/or representations of the Property, along with incidental images of personal property therein, for the purpose of advertising or sales promotion. Seller forever releases Agent and its employees and Brokerage from all claims of any kind and nature which arise out of or are connected to such use and grants Agent and its employees/agents a reasonable time to remove such advertising after termination of listing or closing. Seller acknowledges that prospective buyers may photograph or video the interior or exterior of the property. Seller should put private or personal items away from view. Seller waives and releases any cause of action against the Agent due to or arising out of recording or transmitting from the property. Any property placed into the Multiple Listing Service may be displayed on the Internet, unless Owner specifies otherwise.
- 23. **Modification of this Listing Agreement:** No modification of this Listing Agreement shall be valid unless made in writing and signed by all parties.
- 24. **Protection of Valuables:** Agent is not responsible for items which are lost or stolen during showings. Seller is responsible for placing all valuables in a safe and concealed location when preparing the Property for showings.
- 25. **Release of Information:** Seller authorizes Agent to obtain any information relating to utility expenses and all pertinent information regarding the present mortgage(s) or Deed(s) of Trust on this property, including existing balance, interest rate, monthly payment, balance in escrow account and pay off amount. Seller authorizes the dissemination of sales information, including selling price and terms, after closing of the transaction.
- 26. **Entire Agreement:** his Listing Agreement constitutes the entire agreement between the parties and any prior negotiations or agreements, whether oral or written, are not valid unless set forth in this Agreement.
- 27. **Copies of Agreement:** Seller acknowledges receipt of a copy of this agreement signed by the Agent or Broker's designated agent.
- 28. **Authority to Sign:** Seller represents to Agent that title to the Property is solely in the below-signed Seller's name(s) and that the undersigned is duly empowered and/or authorized, whether individually, on behalf of any entity, or as a properly authorized fiduciary, to enter into this Listing Agreement and create a valid and binding contract and to transfer title to the Property upon Sale.

Listing Agent: Susan Nordeen
 For Heartland Real Estate & Appraisal.
 604 Flack Avenue Alliance, NE 69301. 308 762 2474.
 Agent Cell: 308 760-1331

Seller: Jeff B. & Anita Girard
Anita Girard
 Phone: 308 762-1823
 Address: PO Box 996
820 Big Horn, Alliance

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