



For use until March 31, 2027

ALABAMA REALTORS® 2026

AGENCY EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

NOTICE: This is a legally binding contract. If there are any terms of this document which you do not understand, consult an attorney before signing.

Seller(s) Ernest W. Eib II ("Seller") appoint(s) Qualifying Broker Carla Norman ("Seller's Broker") and, if applicable, Agent(s) Carla Norman, with Company Lakeside Realty LLC, as Seller's agent, with the exclusive right to sell, trade, convey, or exchange the below property ("Property") on the below terms:

1. Property Description (Select at least one.)

Street Address: 505 7th St City: Opp County: Covington, AL Zip: 36467

Legal Description: 23 11 09 32 1 006 014 001 Sunnyslope Addn 1 & 2 Lot 11 Blk 13 Sunnyslope Add PB 1 PG 9 Sec 32 T4N R18E DB/PB#: PG#

Metes/Bounds (attach description or survey)

2. Term: This Agreement starts on 05/15/2026 and ends on 11/15/2026 at 11:59 p.m., unless extended in writing. (Under Alabama law, an end date is required.) If the Property is under contract but not yet closed on the end date, the Agreement will automatically extend through closing. This Agreement may be terminated by either Party at any time, subject to the terms of Paragraph 4. Written notice of termination is required.

3. Terms of Sale: Property will be offered for sale on the terms below, or as agreed in the purchase agreement. a. List Price: \$85000.00 b. Acceptable financing types are (select all that apply): Cash, Conventional, HELOC, VA, FHA, Owner Finance, and/or Other

4. Seller's Broker Compensation

- a. Notice: Compensation rates/amounts are not set by law or REALTOR® Association rules. Compensation is set by each Broker individually and is negotiable between Seller and Seller's Broker.
b. Seller agrees to pay Seller's Broker: 5% (\$0/0% if left blank). List ONLY compensation for Seller's Broker. Any compensation for the buyer's broker should not be included.
c. As required by Alabama law, the compensation listed above is to be paid to Broker, not to Agent(s). Compensation is due at closing unless otherwise stated and is owed in the following circumstances:
i. If a buyer purchases the Property during the Term, whether the buyer is secured by Seller's Broker, Agent(s), Seller, or another person.
ii. If the Property is sold within days (0 if left blank) after the Agreement's expiration or termination to a buyer who was shown the Property during the Term.
iii. If Seller defaults under the terms of the purchase agreement and fails to close the sale through no fault of the buyer, in which case compensation is due immediately, at the option of Seller's Broker.
iv. Other (if written):

Seller(s) Initials

5. Optional Buyer's Broker Compensation

- a. Seller may, but is not required to, offer to pay all or part of buyer's broker's fee(s). This type of offer is not required to list the Property in the MLS, and no offers will be included in the MLS listing.
b. Seller may negotiate payment of buyer broker compensation with the buyer in the purchase agreement. If Seller agrees to buyer broker compensation, Seller will owe both 1) the Seller's Broker's compensation in Paragraph 4 of this Agreement and 2) any buyer broker compensation agreed to in the purchase agreement. Both payments are due at closing unless otherwise stated and are to be disbursed to the Broker(s) by the closing attorney.

Seller(s) Initials

6. **Optional Seller Concession:** A seller concession is a payment made by Seller to assist with the buyer’s expenses, as allowed by the buyer’s lender and/or the closing attorney. Depending on MLS rules, a seller concession offer may be permitted in the Property listing but must first be authorized in writing by Seller. It is up to the *buyer* to decide which expense(s) to apply a Seller Concession toward. **The Seller Concession must be listed in the purchase agreement to be binding.** If Seller wishes to advertise a Seller Concession, subject to MLS rules, list amount/rate: _____ (\$0/0% if left blank).

Seller(s) Initials _____

7. **Ownership Status:** Seller understands that under Alabama law, simply signing a purchase agreement ends a joint tenancy with right of survivorship and replaces it with a tenancy-in-common (without right of survivorship) until closing, unless Seller states otherwise. *Select one:* Seller wishes to maintain joint tenancy with right of survivorship after purchase agreement execution; Seller accepts conversion to tenancy-in-common upon purchase agreement execution; OR Not applicable because Seller is an individual or does not own property as joint tenants with right of survivorship. If Seller is unsure, Seller should consult an attorney and/or tax professional for questions or advice.

Seller(s) Initials _____

8. **Non-Discrimination:** Federal law, state law, the REALTOR® Code of Ethics, and this Agreement prohibit discrimination in the sale or lease of real property based on race, color, national origin, religion, familial status, disability, sex, sexual orientation, or gender identity. This protection includes all aspects of the Property’s sale, including purchase agreement negotiations. Failure by any party to abide by this provision is cause to terminate this Agreement.

9. **Seller’s Duties:** Seller agrees to: a) cooperate with Broker/Agent(s) in the sale of Property, including promptly responding to communications, referring all inquiries about the Property to Broker/Agent(s) promptly, providing keys to the Property, allowing access to the Property during reasonable hours with appropriate notice, timely reviewing all offers presented by Broker/Agent(s), negotiating in good faith through Broker/Agent(s), and acting in good faith regarding any accepted contract for Property’s sale; b) carefully read all disclosures, reports, and contracts and comply with the duties and deadlines contained in them; c) pay for reports, investigations, or services provided by professionals which Seller hires; d) convey a merchantable title; e) resolve all public improvements, assessments, and encumbrances unless otherwise agreed upon in writing; f) maintain the Property in its current condition, including any associated cost(s); g) pay any mortgage and/or community association fees which are due during the Term; h) keep in force sufficient hazard insurance; and i) abide by all terms of this Agreement.

10. **Broker’s/Agent’s Duties to Seller:** Broker/Agent’s sole duties to Seller are: a) assist with marketing the Property, including assisting Seller in determining a list price and abiding by the terms of Paragraph 12 unless otherwise noted; b) present all offers to purchase received by Broker/Agent(s); c) present all offers for sale authorized by Seller; d) assist, to the extent requested by Seller, in negotiating the terms of and filling out a real estate sales contract; and e) follow all applicable laws and rules in performing these duties.

11. **Limitations of Broker’s/Agent’s Responsibilities:** Seller understands that Broker/Agent(s) is not:

- a. an expert on property condition, structural integrity, hazardous conditions, property boundaries, zoning, square footage, electrical and plumbing systems, flood zones, financial planning, taxes, mortgages, or other areas requiring special expertise. Seller should seek advice from independent professionals about any of these matters. Broker/Agent(s) will not warrant the performance of and is not liable for acts or omissions by such professionals;
- b. licensed to practice law and cannot give legal advice. Seller should consult an attorney for any legal concerns, including concerns related to this Agreement, the purchase agreement, or other documents;
- c. responsible for ensuring that Seller complies with the duties and deadlines contained in any purchase agreement entered into by Seller and that Seller shall be solely responsible for such performance; and
- d. responsible for monitoring, supervising, or inspecting any portion of construction or repairs to the Property.

12. **Marketing the Property:** Unless otherwise noted, Seller gives Broker/Agent(s) the exclusive right to: place a “For Sale” and/or other appropriate signage on the Property; advertise as Broker/Agent(s) deems best; list the Property on the following MLS: My State MLS _____ and other online advertisements; place a lockbox on the Property*; and allow the use of Property information when it is necessary or desirable in marketing the

Property.

**Lockboxes* – Seller hereby releases and holds harmless the MLS and all agents/brokers for situations beyond their control, including loss, damage, and theft. A lock box is not intended or designed as a security device.

13. **Dual Agency and Conflict of Interest:** Under Alabama law, the same licensee(s) may legally serve as agent(s) for both Seller and the buyer in a transaction (called Dual Agency) but may only do so with both parties’ written consent. If the same licensee is an agent for both sides of a transaction, there may be a limitation on the licensee’s ability to represent either party fully and/or exclusively. Seller will allow will not allow Dual Agency. If Seller and the buyer authorize Dual Agency, Seller agrees to complete a Dual Agency Agreement.

14. **Improvements and Appurtenances:** The purchase price will include all dwellings, storage buildings, improvements, and appurtenances that are presently in and on the Property. Any of these items that are to be excluded from sale, or additional items that are to be included in the sale, must be agreed upon in the purchase agreement to be binding. The following is for planning purposes only:

- Additional items to remain: range, fridge, dishwasher, outdoor swing
- Items to be excluded from sale: _____

15. **Disclosures:** Seller authorizes Broker/Agent(s) to disclose the following, as required by law: a) known defects and conditions that affect health/safety and are not known or readily observable to the buyer; b) disclosures that must be provided when Broker/Agent(s) has a fiduciary duty to the buyer; and c) instances of specific inquiry by the buyer. Broker/Agent(s) does not have any responsibility to discover latent defects.

- *Property Disclosure* - Seller will provide will not provide a Property Condition Disclosure Statement. (Not required by Alabama law or REALTOR® Association rules.)
- *Community Associations* – Property is is not subject to Homeowner (“HOA”)/Condominium Association/ other similar association fees unknown. If Property is subject to association fees, Seller agrees 1) to complete a Community Association Disclosure and 2) to pay any outstanding fees prior to or at closing.
- *Lead Paint* – If Property is a residential dwelling, was it constructed prior to 1978? Yes No.
If yes, federal law requires a lead-based paint disclosure statement to be provided to prospective buyers.

16. **Seller’s Warranty of Authority and Accuracy; Seller’s Hold Harmless:** Seller warrants that (s)he has full authority to sell Property and to convey title. If the title to Property is not merchantable, Broker/Agent(s) may terminate this Agreement. If Seller has an executed purchase agreement for Property but has not closed, Seller warrants that the assignment has been approved by the Property’s legal title holder, and any legal documents related to the Property (covenants, HOA documents, etc.) will not prevent title transfer to another buyer.

Seller has reviewed this Agreement. All Property information was provided by Seller and is accurate and complete to the best of Seller’s knowledge. Seller agrees to defend, indemnify, and hold harmless Company/Broker/Agent(s) and any applicable MLS against any claims (including court costs and attorney’s fees) relating to the information provided by Seller. Seller agrees that Broker/Agent(s) is not responsible for damage to personal or real property due to vandalism, theft, freezing water pipes, or any other damages or loss, including but not limited to death or personal injuries sustained on the Property, attorney fees, and court costs. If Property is to be vacant, Seller agrees to obtain vacancy insurance.

17. **Mediation and Arbitration/Waiver of Trial by Jury:** All claims relating to this Agreement shall be submitted to mediation with a mutually agreed upon mediator within forty-five (45) days of notice of the claim. In the event no mediated resolution is reached within sixty (60) days of the party’s notice of the claim, all claims will be resolved by binding arbitration in Alabama. The parties shall work together in good faith to select one (1) mutually acceptable arbitrator, who is an Alabama licensed attorney in good standing with the State Bar of Alabama, to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitrator, the arbitrator shall be selected as follows: Each party shall simultaneously exchange with the other party a list of three arbitrators acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitrator that is common to both lists, that arbitrator shall administer and conduct the arbitration. If there is more than one arbitrator that is common to both lists, the parties shall either mutually agree on which arbitrator shall be selected or flip a coin to select the arbitrator.

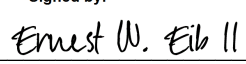
If there is not initially a common arbitrator on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The arbitration shall be conducted in accordance with the Alabama Supreme Court Commission on Dispute Resolution Guidelines for Arbitration Proceedings.

Each party acknowledges that (s)he is knowingly waiving the right to a trial by jury relating to all claims. All disputes concerning the arbitrability of any claim or the enforceability or scope of this provision will be subject to the same binding arbitration. The losing party will bear the cost of the arbitrator and any attorney's fees incurred in pursuing or defending the claim or dispute; provided the arbitrator will have the authority to equitably apportion and award costs as a part of this award to the extent authorized by applicable law. The arbitrator will follow the law applicable to any such claim. The determination of the arbitrator will be final, binding on the parties, non-appealable, and may be entered in any court of competent jurisdiction to enforce it. All claims shall be brought by a party in his or her individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The Parties acknowledge and agree that the transactions contemplated by and relating to this Agreement, which may include the use of materials or components which are obtained from out-of-state, and which otherwise include the use of interstate mails, roadways and commerce, involve interstate commerce, as that term is defined in the Federal Arbitration Act, 9 U.S.C. § 2. Notwithstanding anything to the contrary contained herein, this agreement to arbitrate shall not apply to: (1) any claim regarding the handling and disbursement of earnest money; and (2) any claim of Broker regarding the entitlement to or the non-payment of a real estate commission hereunder.

18. **Sole Agreement:** This is the only agreement between the Parties regarding the Property. Any statements, representations, or promises not included in this Agreement or an attachment will be of no effect. Seller agrees that there is no other listing agreement, purchase agreement, or other agreement related to the Property that has not expired or been terminated. Any amendments to this Agreement must be in writing and signed by all Parties.

19. **Additional Provisions:**

SIGNATURES:

Signed by:			
		5/15/2026	
Seller	<small>3A289C7039EE42B...</small>	Date	Broker/Agent
Seller		Date	Agent 2 (optional)
			Date

CONTACT INFORMATION

Seller
Mailing Address: 31388 Wyatt Lane, Dozier, AL 36028
Telephone: 860-202-5871 Email: poultryman216@yahoo.com

Broker/Agent(s)
Mailing Address: 25482 Lake Courtney Lane Andalusia, Al. 36421
Telephone: 251-369-0409 Email: Carlarealtorone@gmail.com