

**EXCLUSIVE REAL ESTATE LISTING AGREEMENT
RESIDENTIAL PROPERTY**

- PARTIES, Guadalupe Rodriguez,

hereinafter referred to as SELLER/OWNER, and PROPERTY ASSOCIATES, hereinafter referred to as REALTOR, for and in consideration of services to be performed by Realtor and/or any other Broker in listing for sale and procuring a Buyer (herein called Buyer) the undersign seller/owner (s) or his legal agent, hereby appoints Realtor exclusive agent and grants Realtor the irrevocable right to sell or exchange the herein described property within the period and at the price and terms herein stated or at such other price and terms which may be accepted by owner.

- **PROPERTY MARKETING AUTHORIZATION**

The Seller authorizes the Brokerage to advertise and market the property located at 304 Prospect using any and all marketing channels deemed appropriate by the Brokerage, including but not limited to Multiple Listing Service, (MLS), Brokerage websites, third-party real estate portals

- Zillow
- Realtor.com
- social media platforms (e.g., Facebook, Instagram),
- yard signs on-site signage,
- print advertising such as newspapers and magazines, email campaigns, and any other lawful marketing methods.

Seller grants Brokerage the right to use:

- photographs,
- videos,
- virtual options, and
- written descriptions

of the property in connection with such marketing efforts. This authorization shall remain in effect for the duration of the listing agreement between Seller and Brokerage, or until terminated in writing by either party. Seller represents that all property information provided to Brokerage is accurate to the best of Seller knowledge.

Seller chooses to opt out of the following marketing activities:

• **COMMISSION AND COMPENSATION**

The listing broker agrees to pay a cooperating broker a commission of 1.5 % of the sales price received from the sale of the property, or a flat fee of \$ _____. This commission shall be paid upon the successful closing of the transaction. All commission payments are contingent upon the final sale of the property and the successful transfer of title.

- Seller _____ does does not authorize Broker to tell other brokers and prospective buyers that seller will contribute to buyer's expenses. Amount seller will contribute to buyer's expenses \$ 0.

This Agreement shall commence on 20 day of March 2021 and shall terminate on 30 day of September 2026.

PROPERTY, The Property covered by this Agreement is described as follows:

LOT: 8
BLOCK: 93
ADDITION: Original Town Friona
CITY: Friona
COUNTY: Parmer
ADDRESS: 304 Prospect

together with the following fixtures, if any, curtain rods, drapery rod, venetian blinds, window shades, screens and shutters, awnings, wall-to-wall carpeting, mirrors fixed in place, attic fans, permanently installed heating and air conditioning units and equipment, lighting or plumbing fixtures. T.V. antennas, mail boxes, water softeners, shrubbery and other property owned by Owner and attached to the above-described real property and

The following property will be excluded _____

All property listed a excluded shall be removed by the Seller's prior to closing date.

- **SALES PRICE:** the sales price of the Property shall be \$ ~~62,500.00~~ ^{100,000.00} _____
- **TERMS:** Seller agrees that the sale may be financed as follows: _____
Conventional Loan; V.A. Loan, _____ F.H.A. Loan;

Assumption, _____ Owner Financed, Other CASH _____

- **PROPERTY DEFECTS:** Seller represents that the property has no known latent structural defects or any other defects, except the following:

- **NOTE BY LAW,** disclosure must be made to prospective buyers of known significant structural and other defects. The Texas Real Estate License Act states that "Latent

structural defects and other defects do not refer to trivial or insignificant defects but refer to those defects that would be a significant factor to a reasonable and prudent purchaser in making a decision to purchase”

- **PROFESSIONAL SERVICE FEE:** it is agreed and understood that Seller, shall pay to realtor in cash at or prior to closing, unless owner defaults, at realtor’s office address set forth herein, a commission of 4.5 (%) percent of the gross sale price. In the event of an exchange, Realtor may represent and receive full commission from both parties to the contract and the amount of such commission shall be determined by the Sales Price set forth herein. Realtor’s right to the commission established herein shall be perfected and payable when,
 - (1), Realtor, individually or in co-operation with another Broker, procures a Buyer during the period of this Agreement ready, willing and able to buy said Property at the stated price and terms, or at any price and terms Seller has agreed to accept, or
 - (2) Seller sells exchanges, or otherwise transfers the Property during the period of this Agreement at the above price and terms or at any price and terms acceptable to Seller, or
 - (3) If within 90 days after the expiration of this Agreement (herein called “protection period”), Seller sells, exchanges or otherwise transfers the property to any party whose attention has been called to the property by a Realtor or any co-operating Broker during the period hereof; provided, that Realtor has mailed to Seller at his address stated herein, postmarked within 30 days after the expiration of this Agreement, a list of such parties, and provided further that, Seller shall not be obligated to pay such compensation if during the term of said “protection period” such sale, exchange or transfer occurs while the Property is listed exclusively with another licensed real estate Broker. Realtor/ Broker may divide any commission paid hereunder with any other licensed Broker, provided that the co-operating Broker or Brokers, participated in the sale of the Property. The person who closes any sale covered by this Agreement, is hereby authorized to collect, and disburse all commissions due hereunder. In the event it becomes necessary for Realtor/ Broker to retain an attorney or initiate legal proceedings of any nature in order to secure payment of the real estate commission provided for in this Agreement, in addition to all

other sums to which Realtor/ Broker may be entitled; Realtor/ Broker shall be entitled to recover costs of suit and reasonable attorney's fees.

- **SPECIAL PROVISIONS:**

- **ACCESS TO THE PROPERTY:** Seller hereby grants access to the Property to Realtor to facilitate the showing and sale of the Property at reasonable times and authorizes Realtor's associates, inspectors, appraisers and contractors to access the Property at reasonable times. When authorizing access to the property, Realtor and his associates are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. Except for a loss caused by Realtor, Seller will indemnify and hold Realtor harmless from any claim for personal injury, property damage or other loss.
- **EVIDENCE OF TITLE AND DEED:** Seller does hereby represent that he has fee simple title to and peaceable possession of the property together with all improvements and fixtures thereon and that Seller has the legal capacity and authority to convey such property by a good and merchantable General Warranty Deed. Seller will not rent or lease the subject property during the term of this Agreement without approval of Realtor, Seller agrees to pay (where applicable) prepayment penalties on any existing loans, plus costs of releasing such loans and recording releases; and half of any escrow fee; and furnish at its expense:
 - (1) either an Owners Policy of Title Insurance in the amount of the sales price and dated at or after a complete Abstract of Title, certified to a current date,
 - (2) tax statements showing no delinquent taxes,
 - (3) a General Warranty Deed conveying title subject only to liens securing debt created or assumed as part of the consideration, taxes for current year, usual restrictive covenants and utility easements common to any regularly platted subdivision where property is located and any other reservations or exceptions acceptable to buyer; and
 - (4) any other exceptions noted in the special provisions portion of this Agreement.

- **LIMITATION OF LIABILITY:** Realtor and other co-operating real estate Brokers shall not be responsible in any manner for loss of personal or real property due to vandalism, theft, freezing water pipes, or any other damage or loss whatsoever. Seller is advised to notify his insurance company and request a “Vacancy Clause” to cover the above property in the event the same is vacant or to be vacated.
- **FAIR HOUSING:** This property will be offered, shown and made available for sale to all persons without regard to race, color, religion, national origin, or sex.
- **HOLD HARMELSS AND MISCELLANEOUS:** Seller warrants that the information provided herein is true and correct according to the best of his knowledge and belief and agrees to hold Realtor and any co-operating Brokers harmless from any damages, costs, attorney’s fees, or expenses whatsoever, arising by reason of the withholding of any pertinent information, the giving of any incorrect information or the breach of any of the terms and conditions of this Agreement. Seller acknowledges that he has read this Agreement, understands its contents, received a copy thereof and that there are no other existing agreements or conditions, other than as set forth herein. This Agreement is binding upon the parties hereto, their heirs, administrators, executors, successors and assigns. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This contract contains the entire agreement of the parties and cannot be changed except by their written consent.
- **MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve and dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually agreeable mediator and will share the cost of mediation equally.
- **ADDITIONAL TERMS:** This agreement may not be assigned without the written consent of the other party. This agreement shall be governed by the laws of the state of Texas. Realtor advises Seller to remove or secure jewelry, firearms, prescription drugs and other valuables. If Seller is a foreign person as defined by federal law, a buyer may be required to withhold certain amounts from the sales proceeds and deliver same to the Internal Revenue Service to comply with applicable tax law.

THIS IS A LEGAL DOCUMENT. IF NOT UNDERSTOOD SEEK COMPETENT LEGAL ADVICE. If Seller is not represented by an attorney, Realtor is required by law to have an attorney prepare the legal instruments necessary for closing.

Addenda Added: _____

EXECUTED this 20 day of March, 2026

PROPERTY ASSOCIATES, REALTOR

Kevin W Cooper

Broker's Signature

Kevin W Cooper

Broker's Printed Name

License Number: 645806

Email: KevinCooper@friona-realestate.com

Broker's Associate Grace Cooper

Printed Name (if applicable)

Seller/Owner GUADALUPE RODRIGUEZ

Phone: 972-979-2063

Email: Luper01231@yahoo.com

Address: 3540 SANDY LAKE CIR.
QUINLAN, TX. 75474

Seller/Owner _____

Phone: _____

Email: _____

Address: _____

Seller/Owner _____

Phone: _____

Email: _____

Address: _____

Seller/Owner _____

Phone: _____

Email: _____

Address: _____

PREPARED IN THE OFFICE OF:

ALDRIDGE, ACTKINSON & RUTTER, L.L.P.
P. O. BOX 286
FARWELL, TEXAS 79325
TEL: (806)481-3361
FAX: (806)481-9060