

BROKER

UNIFORM LISTING AGREEMENT ("AGREEMENT") OF THE GREATER KALAMAZOO ASSOCIATION OF REALTORS® ("GKARILLS # (SINGLE AGENCY – SELLER ONLY)

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AGREEMENT

20 MEMBER Date OFFICE DEFINITIONS: BROKERS: The terms "Brokers" and "Brokers" refer collectively to the listing and selling real estate brokers, the brokers' officers, directors, agents, employees, licensees, and assigns. 1.2. DURATION AND DESCRIPTION: In consideration of Broker's efforts to market "The Property" described below, negotiate with potential Buyers and facilitate the details of the transaction, Seller NAME -STREET ADDRESS STATE ZIP CODE CITY hereby grants Broker until 11:59 P.M. the day of , 20 , the exclusive right to sell The Property commonly known as PROPERTY STREET ADDRESS ZIP CODE City, Village, Township of _____ County of _____, Michigan TAX ID # _____ A. If The Property is located in a subdivision or condominium: Lot(s): _____ Unit(s): Garage: Car Port: Storage Unit: NAME OF SUBDIVISION OR CONDOMINIUM PLAN B. If unplatted, or if there is additional land, a complete legal description is required. Attach complete legal description or write complete legal description below. THE PROPERTY ("The Property") 2.3. PRICE AND TERMS: The price of The Property is to be (\$ _____ dollars in cash or any other price, terms, or exchange to which Seller may hereafter consent. All moneys must be paid in U.S. funds. ALL IMPROVEMENTS AND FIXTURES ARE INCLUDED in the purchase price, including, if now in or on The Property, the following: antennas and/or satellite dishes including all accessories and complete rotor equipment (unless rented); all landscaping, including all plantings; landscape lighting; ceiling fans; lighting fixtures, light bulbs and their shades; built-in sound system wiring and built-in speakers; wall mounted hardware for TV's (excluding TV); security systems; fireplace doors, screens and grates; wood burners and fireplace inserts; drapery and curtain hardware; window shades and blinds; wall-to-wall carpeting; screens, storm windows and doors; stationary laundry tubs; all water conditioning equipment (unless rented); water heaters (unless rented); sump pumps; heating and air conditioning equipment (excluding window units); LP tanks (unless rented); water pump and pressure tank; underground sprinkling systems; built-in kitchen appliances; awnings; mail boxes; garage door openers and transmitters; stationary outdoor grills; storage sheds; pool and pool equipment; fencing; attached: outdoor play equipment, work benches, cabinetry, shelving, mirrors, smoke/fire detectors, carbon monoxide detectors, thermostats, timers, and under-cabinet appliances; invisible fencing and controllers; hot tub and/or spa and all related equipment; , and except for the following RESERVED ITEMS: Rented Items: Rented From: -LEAD-BASED PAINT: Seller acknowledges being informed of Seller's responsibility for compliance under 42 U.S.C. 4852d, regarding the disclosure of lead-based paint hazards to potential Buyers. Seller represents that the above-described residential dwelling was constructed after 12/31/77 and is thereby exempt under 42 U.S.C. 4852d, regarding lead-based paint disclosure regulations. RESIDENCE EXEMPTION: Seller represents that the current Homeowner's Principal Residence Exemption on The Property is _____ %. Seller agrees

to promptly notify Broker and Buyer, if any, in writing of any rescission of their current Principal Residence Exemption and/or any other change/s that may directly affect the exempt status of The Property prior to closing. Seller further agrees to promptly notify Broker of any changes resulting from any reassessment notices.

4.6. REQUIRED INFORMATION: Mortgage/s: Lender name Account #

Other Lenders/Liens/Balances:

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	Special assessments: <u>Type</u> What:_		Amount owed: \$	Eligible to be paid in full	<u>Y 🗌 N:</u>
	Home Owners Association:	-	Association	Contact Info:	
	Association fees: \$	_Buy-in fees: \$	Other:		
5.<u>7.</u>	Home Owners Association: Info: represent a Buyer.		Assoc 6. BROKER'S AGENCY	iation Contact POLICY: Broker acts only as an Age	ent for Seller. Broker will never
6. 8.	by law and are fully negotiable. (US Funds), v anyone; or if anyone produces a B Agreement ("Protection Period") to the sale thereof during the listing period Agreement or within the Protection	_Seller agrees to pay with a minimum fee upon uyer ready, willing and al any person or persons wi priod unless said property Period to a proposed Buy rrned even if the option is	Broker <u>\$</u> p sale \$, (coll ble to purchase The Property; or ith whom Seller, Broker or any lice y is re-listed with a licensed real es ver with whom anyone has had neg exercised after the expiration of the	lus(%) ectively, the" Brokerage Fee"), if du if it shall be sold within ensed real estate broker/agent has h state broker. In the event an option gotiations, offered or dealt with, for t ne Protection Period. If after expiration	eement. Broker commissions are not set percent of the purchase price, plus rring said period, The Property is sold by months after expiration date of this had negotiations, offered or dealt with for is granted during the term of this Listing the sale thereof, during the listing period, on of the listing and prior to signing of an
7. <u>9.</u>	and MichRICSWMRIC participants a A. Offer sub-agency to other M B. Offer as compensation, a portic B. (fill in an amount fo % of the purct % of the purct	as follows: ILS participants. Not of n of the total Brokerage F r each blank) hase price to Sub-agents hase price to Buyer agents hase price to Agents not r g fee requested may be h horeased accordingly, but typart thereof during the t plus Broker or any licensed r purposes of this paragrap to Broker upon execution ant: If Tenant purchases Brokerage Fee shall be paragrap	offer sub-agency to other MLS participants with a minimum amount of \$ ts with a minimum amount of \$ representing Buyer or Seller with a nigher than the amount being offer at no time shall the listing broker b term of this Agreement, Seller agr ("Leasing Fee"). A Leas real estate broker/agent has had n ph, the Protection Period shall be- ph of the lease by Seller and a ter The Property during (a) the term o aid to Broker as otherwise provideo	ticipants. (check only (1) one) as follows: 	of the total fee due to other GKAR, MLS, o-agency is offered.) r amount, the Brokerage Fee indicated in agreed. LEASING OF THE PROPERTY: of% of the total Rent for the first e Property is leased during the Protection the sale or lease of The Property during after expiration of this Agreement. The preed to by Seller and Broker, in writing- lease term; or (c) withindays after wever, that there shall be a credit against
	40.— Additional Instructions:				

- 8-10. PAYMENT OF BROKERAGE FEE: Seller hereby acknowledges that Broker is entitled to payment of the Brokerage Fee at the time it is earned in accordance with Brokerage Fee Paragraph. EARNEST MONEY DEPOSIT: If Seller authorizes Broker to retain any earnest money deposit provided by a proposed Buyer, pursuant to Buy & Sell Agreement, Seller agrees that Broker will receive one half (½) of the earnest money deposit as a Brokerage Fee for services rendered, but not exceeding the total Brokerage Fee payable had the sale been completed. If a sale to such Buyer is subsequently completed, Broker shall be entitled to the full Brokerage Fee, less any amount previously received, regardless of the time the sale is completed.
- 9.11. IMPUTED KNOWLEDGE: Imputed Knowledge is knowledge attributed to a person (because of a person's legal responsibility for another's conduct) even though the person does not have actual knowledge. Seller agrees that knowledge of information relating to the Buyer, The Property, or the transaction by Broker or Broker's licensees shall not be imputed to any other licensee affiliated with Broker. DATA LICENSE: Seller acknowledges and represents that Seller has authority to grant and hereby does grant to Broker and Broker's Agent an irrevocable non exclusive licensee to (1) use all information, sketches, photographs, digital images, video, audio, and virtual tours, and any compilation thereof (collectively the "Data") provided by Seller or Seller's third party vendor for marketing and advertising Seller's property, including producing compilations and derivatives of the Data and (2) to cooperate with Broker and Broker's licensees to enforce any and all interests, including registering and enforcing copyrights, that Seller or Seller's third party vendor may
- 10.12. SELLER DISCLOSURE: Seller acknowledges that Seller is bound by the provisions, obligations and penalties of the Michigan Seller's Disclosure Act. Seller further acknowledges that Seller is required to provide Broker or prospective Buyer or Buyer's Agent a written Seller's Disclosure Statement before the execution of a binding Buy & Sell Agreement. Seller shall provide updated Seller's Disclosure Statement if required by law. Seller acknowledges and understands that failure to provide a prospective Buyer a signed Seller's Disclosure Statement may enable Buyer to terminate an otherwise binding Buy & Sell Agreement prior to the close of sale. In addition, Seller acknowledges and understands that in the event Seller provides the Seller's Disclosure Statement after entering an otherwise binding Buy & Sell Agreement, a prospective Buyer may terminate the Buy & Sell Agreement by delivering written notice to the Seller within 72 hours after delivery of the Seller's Disclosure Statement in person, or within 120 hours after delivery of a Seller's Disclosure Statement by registered mail. Seller further acknowledges that if Broker becomes aware of any material defects in The Property, Broker is hereby authorized to disclose same to Buyer.
- **11.**<u>13.</u> LIQUID-HEATING FUEL Such as propane, fuel oil, firewood, pellets, etc. which is owned by the Seller and located on The Property will become the property of Buyer at the time of possession. Seller shall deplete the existing supply only by normal usage.
- 12.14. LAND DIVISION ACT: If the sale of The Property creates a land division, Seller is advised that Seller must comply with all terms and conditions of the Land Division Act and applicable local ordinances. Broker makes no representations regarding any of Seller's rights or obligations under the Land Division Act. Seller is advised to contact an attorney regarding Seller's rights and obligations under the Land Division Act.

- 13.15. MARKETABLE TITLE: Seller agrees to convey marketable title to The Property subject to conditions, limitations, building & use restrictions, and easements of record ("Exceptions"). As evidence of marketable title, Seller shall furnish Buyer, at Seller's expense, an Owner's Policy of Title Insurance, with standard exceptions, in the amount of the purchase price.
- 14.16. DUE ON SALE: Seller understands that selling or transferring The Property does not relieve Seller of any mortgage obligation or other indebtedness to which The Property is subject, unless otherwise agreed to by the lender or required by law or regulation.
- **15.**17. SELLER'S REPRESENTATION: Except as otherwise disclosed in writing, Seller represents to the best of Seller's knowledge and belief that:
 - A. There is no pending or threatened litigation, administrative action or claim relating to The Property.
 - B. The Seller has not been notified of any mandatory utility connections or up coming assessments.
 - **B.C.** The Seller is the owner of title to The Property in the condition required for performance hereunder.
 - C.D. There is no existing violations of any laws, statutes, ordinances, regulations, orders or requirements of any governmental authority affecting The Property.
 - E. I represent I am a US citizen.
- 16.18. INVESTIGATIONS: Broker is hereby authorized to advise any prospective Buyer to have investigations performed as provided for in the GKAR Authorized Buy & Sell Agreement. Seller shall have utilities turned on for investigations.
- 17. WELL/WATER QUALITY/SEPTIC EVALUATIONS: If The Property has a private well and/or septic system, Seller acknowledges that Seller may be required to provide to Buyer an inspection report of the well/water quality and/or septic system after a Buy & Sell Agreement is signed and prior to closing. Broker recommends that Seller obtain such evaluations in accordance with said Buy & Sell Agreement inspections promptly. Seller may be required by applicable governmental authority, or by contractual provisions, to pump the septic system and/or take other remedial actions regarding the well/water quality and/or septic system. WATER AND SEWER: Seller understands that unpaid water and sewer bills must be paid.

18.<u>19.</u>

19.20. MAINTENANCE: Seller shall be responsible to insure, secure, maintain and winterize The Property. Broker and Broker's representatives shall not be responsible or liable for such matters.

20.___

- 21. MAINTENANCE: Seller shall be responsible to insure, secure, maintain and winterize The Property. Broker and Broker's representatives shall not be responsible or liable for such matters.
- 22. ACCESS AND INDEMNIFICATION: Seller agrees to provide licensees and other parties authorized by Broker with reasonable access to The Property, including all improvements on The Property, for the purpose of showing The Property to prospective Buyers and for service providers to perform services and investigations in conjunction with a proposed sale of The Property. Once a binding Buy & Sell Agreement is executed with a potential Buyer, Seller <u>may be request to shall</u> have ALL utilities on for Buyer's investigations and appraisals. Utilities include, but are not limited to, electric, natural gas, propane, heating oil, sewer and water. Seller shall be solely responsible for dewinterization, re-winterization and any and all costs-<u>and procedures associated with this paragraph</u>. If a tenant occupies The Property, consent of the tenant is required. Seller shall cooperate to obtain the consent of the tenant. Seller is advised to verify the existence of or obtain personal property insurance through Seller's insurance agent. Broker recommends that Seller safeguard or remove all valuables and prescription medication. Seller acknowledges that neither GKAR, Multiple Listing Service ("MLS"), <u>MichRICSWMRIC</u>, listing and cooperating Brokers nor any of their representatives, employees, licensees or subagents, is an insurer against injury, loss or damage to person(s) or property. Seller releases and agrees to defend, indemnify and hold harmless GKAR, MLS, and all Listing Brokers and cooperating Brokers and any of their representatives, employees, licensees or subagents, from any responsibility for injury, loss or damage to person(s) or property arising out of showing The Property or resulting from the use of a lockbox(additional instructions if any, appear on following page).
- 23. SELLER'S MOTIVATION: Seller authorizes Broker to disclose to a Buyer the following reasons for selling The Property: _
- 25. GKAR/MLS/<u>MICHRIC</u>SWMRIC AUTHORIZATION AND SELLER OPT-OUT CHOICES: Seller grants Broker permission to submit The Property GKAR, MLS, and <u>MichRIC</u>SWMRIC. In accordance with the policies and procedures adopted GKAR, unless Seller chooses otherwise, Seller's property listing will be displayed on the Internet, the address of the listed property will be displayed on the Internet, third parties may be allowed to write comments or reviews about the listed property, and an automated estimate of the market value of the listed property (or hyperlink to such estimate) may be displayed in conjunction with the listing for the listed property, except as noted below. Broker's obligations under this section shall be limited to those matters within Broker's direct control.
 - A. Seller hereby advises Broker that Seller <u>does not want</u> the listed property to be displayed on the Internet. Seller understands and acknowledges that consumers who conduct searches for listings on the Internet will not see information about Seller's Property in response to Internet searches.
 - B. Seller hereby advises Broker that, although Seller <u>does want</u> the listed property to be displayed on the internet, Seller <u>does</u> <u>not want</u> the address of the listed property to be displayed on the Internet.

Regarding "Virtual Office Websites", as defined by the Bylaws of the Greater Kalamazoo Association of REALTORS®:

- C. Seller hereby advises Broker that Seller <u>does not want</u> to allow third parties to write comments or reviews about the listed property or display a hyperlink to such comments or reviews in immediate conjunction with the listing for the listed property.
- D. Seller hereby advises Broker that Seller <u>does not want</u> to allow third parties to display an automated estimate of the market value of the listed property (or hyperlink to such estimate) in immediate conjunction with the listing for the listed property.
- 26. CANCELLATION: This contract can be cancelled only if Seller and Broker agree in writing.

- 27. AUTHORIZATION AND DATA: Seller hereby authorizes Listing Broker to place a sign on The Property, place a lockbox (lockbox does not ensure security), photograph, video, sketch, create floor plans, obtain information on Seller's encumbrances, utility and other costs of on-The Property, obtain information on Seller's encumbrances and utility and other costs, photograph The Property and publish pictures, and advertise The Property and usinge the descriptive materials set forth here or on related forms. Seller acknowledges and represents that Seller authority to grant and hereby does grant to authorizes Broker an irrevocable non-exclusive license to (1) use all information, sketches, photographs, digital images, video, audio, and virtual tours, and any compilation thereof (collectively the "Data") provided by Seller or Seller's third party vendor for marketing and advertising Seller's property including producing compilations and derivatives of the Data and (2) to cooperate with Brokers to enforce any and all interests, including registering and enforcing copyrights, that to restrict the presentation of any offer to purchase The Property to a time when a licensee from Listing Broker is available to advise Seller or Seller's third party vendor may have in such Data-with respect to the offer.
- 28. OFFERS: Upon acceptance of a Buy & Sell Agreement for The Property, Broker shall not be required to present any subsequent offers.
- 29. HEIRS AND SUCCESSORS: This contract binds Seller, Broker, their personal representatives and heirs, and anyone succeeding to their interest in The Property.
- 30. SALE or SOLD: The term "Sale" or "Sold" shall be deemed to include but not be limited to any exchange or trade to which Seller consents. In the event of an exchange or trade, Broker is permitted to represent and receive compensation from both parties.
- CONSENT TO FEES: Seller acknowledges that Broker may be offered placement fees, finder's fees or other consideration from service providers who become involved in the sale of The Property. Seller hereby grants Broker permission to receive such fees and/or consideration.
- 32. COUNTERPARTS/SIGNATURES: This Agreement may be signed-executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one Agreement. The exchange of copies of this Agreement and signatures by personal service, facsimile, or other similar electronic means commonly in use, or any other means permitted by applicable state or federal statuedevice shall constitute effective execution and delivery of this Agreement as to teleparties.com the Pearties and may be used in lieu of the original Agreement for all purposes. Copies shall be deemed to mean any duplicate, reproduction or similar exact imitation of the original executed Agreement. Signatures of televered as described above-transmitted by facsimile or similar device shall be deemed to be their original signatures for all purposes and shall be deemed valid and binding upon teleparties.asifthe perties as if their original signatures, initials and modifications were present on the documents in the handwriting of each party. Seller shall not assert the statute of frauds or non-enforceability or validity of this Agreement because of facsimile or similar electronic device copies being used, and Seller specifically waives and relinquishes any such defense. The Seller agrees to provide an original signed document to Broker upon request.
- 33. LIMITATION: Seller or Broker agree that any and all claims or lawsuits the parties relating to this agreement must be filed no later than six (6) months after the date of termination of this agreement. The parties waive any statue of limitations to the contrary.
- 34. NON-DISCRIMINATION: Seller agrees not to discriminate because of race, color, national origin, age, sex, disability, religion, marital or familial status, and agrees to comply with any other applicable Efederal, State and/or local non-discrimination provisions with respect to the sale or lease of The Property.
- 35. RENTAL PROPERTY: If The Property is rented now or if it shall be rented at any time during the term of this listing, Seller shall supply a copy of any rental agreement(s) to Broker and disclose the existence and terms of any oral rental agreements. Seller agrees that once a binding Buy & Sell Agreement is executed:
 - A. None of the tenants occupying The Property shall be entitled to any concessions, rebates, allowances or free rent for any period after the closing date.
 - B. Seller will not enter into any agreement pertaining to The Property or any modification of, or release from, an existing lease or rental agreement, without the prior written consent of the Buyer.
 - C. Seller shall provide copies of all leases and security deposit information to Buyer or Selling Broker within three days of the last dated acceptance of the Buy & and Sell Agreement.
 - D. Seller shall notify Buyer or Selling Broker in writing of the possession rights of any person or entity, including, but not limited to, tenants. If Seller does not provide such notice and copies within such three days, Seller warrants that no other person or entity has possession rights.
- 36. NOTE OR CHECK FOR EARNEST DEPOSIT: Broker will not be responsible for collection of earnest money deposit checks that do not clear or promissory notes on which Buyer defaults. Broker may proceed on Broker's own account to collect Broker's portion of any such note or check, assign Broker's interest without recourse to Seller or take other action as Broker may deem appropriate.
- 35.37. HOME SURVEILLANCE: Seller understands that use of audio surveillance devices during showings, open houses or inspections of The Property may result in a violation of State or Federal criminal wiretapping statues.

36.38. OTHER

ITEMS:

37.39. SELLER ACKNOWLEDGES THAT SELLER HAS CAREFULLY READ THIS AGREEMENT, INCLUDING PAGES 1, 2, 3 & 4 AS WELL AS ANY ATTACHMENTS, BEFORE SIGNING. THE TERMS OF THE LISTING AGREEMENT, INCLUDING BROKER COOPERATION AND FEE SHARING WILL BE REFLECTED AS AN OFFERING TO SELLING BROKERS; HOWEVER, THE SELLER IS ADVISED TO CAREFULLY REVIEW ANY SUBSEQUENT BUY & SELL AGREEMENT TO CONFIRM THAT THE TERMS AND CONDITIONS OF THAT OFFER ARE ACCEPTABLE TO SELLER, SUCH TERMS, INCLUDING PERSONAL PROPERTY, FIXTURES, RESERVED ITEMS, POSSESSION, ETC. MAY BE DIFFERENT FROM THIS LISTING AGREEMENT.

38.40. RECEIPT, ACKNOWLEDGMENT & ACCEPTANCE: Seller acknowledges receipt of a copy of this Agreement which contains all terms agreed to by the parties. This

Agreement is accepted by	, Agent(s) for Broker.	. Agent(s) for Broker.	
5	(PRINT NAME)		
Signature(s) (Broker's Agent):	Seller:	Seller:	
Primary Phone:	Primary Phone:	Primary Phone:	
Secondary Phone:	Secondary Phone:	Secondary Phone:	
	Address:	Address:	
	City, State, Zip Code:	City, State, Zip Code:	

Fax:	-Fax:	Fax:
E-mail:	-E-mail:	E-mail: