

Listing Contract
Exclusive Right to Sell Real Property

BROKER: HOUSEPAD LLP (Hereinafter referred to as "Broker")

SELLERS (must list all owners on title to Property): (Hereinafter referred to as "Seller")

1. PROPERTY (include complete address including street address, city, state and tax assessor ID if possible):

2. LISTED PRICE: \$. Seller represents that the Listed Price was determined exclusively and entirely by Seller.

3. CONTRACT TERM: This Contract will be effective for a period of six (6) months commencing from the date this Contract is executed by Seller (the "Exclusive Period") and ending on the date six (6) months thereafter (the "Expiration Date"). Seller may cancel this Contract by following the terms of Paragraph 17. The Contract will automatically and without further notice, terminate on the Expiration Date.

4. PURPOSE OF THIS CONTRACT: Seller retains Broker, on a sole and exclusive basis, to submit the Property in the appropriate Multi List Service "MLS" and www.realtor.com. Broker will be making an offer of compensation, as authorized by the Seller in paragraph 5. hereinbelow, to licensees who may find a buyer. Broker is acting as a Seller Agent ONLY. Broker shall have the option but not the obligation to list the Property on other websites from time to time. In no event shall Broker's failure to list the Property anywhere other than the MLS or www.realtor.com constitute a breach of this Contract. In addition to the Property being listed on the MLS and www.realtor.com, Seller may elect to purchase other services from Broker including, but not limited to, signs, a lockbox, phone services and/or a showing service ("Other Services"). The Other Services shall be provided at an additional cost and are not included in the Broker Fee already paid by Seller. .

5. BROKER FEE: Seller has paid Broker a fee in the amount of for the above mentioned services (the "Broker Fee"). If a cooperating broker procures the buyer, Seller will pay or will caused Broker to be paid 3% of the gross sales price of the Property at settlement. Broker will instruct title, escrow or the closing attorney to pass through the entire selected percentage to another broker who procures the buyer. Other brokers will be paid this commission acting only as representing the buyer. This Contract will automatically be extended to the settlement date if the property is under contract (Sales Agreement) on the expiration date. **If the buyer is not procured by a cooperating broker, the Broker Fee shall be the only fee due and owing to Broker.**

6. BROKER COMMUNICATIONS AND ELECTRONIC SIGNATURES: Seller authorizes all Broker communications to Seller to be via e-mail to this e-mail address: . If this preceding box is left blank, Broker will use Seller e-mail on file. Seller will provide another email address if experiencing email receipt problems. Seller is responsible for ensuring their email settings do not filter legitimate emails. If there is more than one owner of record for this Property, and this Contract is being electronically signed, the other owners will ratify the Contract at the following email address: . This 2nd email address is only for ratification purposes of this Contract, and will not be used for communications from Broker.

Broker and Seller agree that an Electronic Signature of any document executed through Broker's website ratification system, including but not limited to this Contract and addendums or amendments to this Contract, will be binding on both Broker and Seller and will be treated for all intents and purposes as if it was physically signed. Per the Nevada Revised Statutes Section **719.100**, "Electronic signature" means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. The terms used in this Listing Agreement, including but not limited to Electronic Signature, should be construed in accordance with the Uniform Electronic Transactions Act as adopted by the State of Nevada. Seller hereby consents to the use of third party electronic signature capture service providers as chosen by Broker. Forms not executed through Broker's website ratification system may not be electronically signed, unless an exception is granted at Broker's discretion.

7. REALTOR.COM: Realtor.com does not permit Broker to display Seller's contact information on Realtor.com, and instead displays Broker's phone number. Broker's phone system will either play Seller's phone number to the caller or, for the published option fee, forward the phone call to Seller's phone number. Seller has read on Broker's website about, and understands the difference between basic and showcase listings on Realtor.com. Seller will order the appropriate option if they require showcase features.

8. CONFLICT OF INTEREST: Broker will promptly notify Seller if there is a conflict of interest.

9. PUBLICATION OF SALE PRICE: Seller is aware that newspapers may publish the final sale price after settlement. Broker has permission to advertise the sales price.

10. SELLER REPRESENTATIONS AND ACKNOWLEDGEMENTS:

- Seller represents that Seller has the authority to list and sell the Property and that no other consent is required from any other party.
- Seller acknowledges receipt of the Nevada Real Estate Division Residential Disclosure Guide and will sign and return the acknowledgement included therein.
- Seller acknowledges that Nevada law requires that a seller of residential property in Nevada must disclose any and all known conditions and aspects of the property which materially affect the value or use of residential property in an adverse manner (NRS 113.130 and 113.140). Seller agrees to prepare, sign and deliver to any potential buyer, the Nevada Seller's Real Property Disclosure Form ("Seller Disclosure Form"). Seller acknowledges and agrees that Broker has no obligation to inspect the Property nor assist in the preparation of the Seller Disclosure Form.
- Seller agrees that it will complete the Federal Lead-Based Paint Disclosure form if the Property was built before 1978.
- Seller acknowledges that Broker is required pursuant to Nevada law and regulation to prepare and present a Duties Owed by a Nevada Real Estate Licensee form ("Duties Owed Form") to each party for whom the licensee is acting as an agent in the real estate transaction and each unrepresented party to the real estate transaction. Seller agrees that it shall review and sign the Duties Owed Form presented by Broker
- Seller acknowledges that, unless otherwise agreed upon in writing, Broker owes Seller no duty to: (a) independently verify the accuracy of a statement made by an inspector certified pursuant to chapter 645D of Nevada Revised Statutes or another appropriate licensed or certified expert; (b) conduct an independent inspection of the financial condition of a party to the real estate transaction; or (c) conduct an investigation of the condition of the property which is the subject of the real estate transaction.

If any claim is brought regarding Seller's obligation to disclose known material defects and/or environmental hazards (the "Claim"):

- Seller will indemnify, defend and hold Broker harmless from any claims, lawsuits or actions that arise from the Claim; and
- Seller acknowledges and agrees that Broker will retain counsel of its choice and that Seller will pay, as they become due, all of Broker's attorneys' fees, costs or expenses incurred as a result of the Claim.

11. BROKER DUTIES: Nevada Revised Statute 645.252 requires a licensee who acts as an agent in a real estate transaction:

1. Shall disclose to each party to the real estate transaction as soon as is practicable: (a) any material and relevant facts, data or information which the licensee knows, or which by the exercise of reasonable care and diligence should have known, relating to the property which is the subject of the transaction; (b) each source from which the licensee will receive compensation as a result of the transaction; (c) that the licensee is a principal to the transaction or has an interest in a principal to the transaction; (d) except as otherwise provided in Nevada Revised Statute 645.253, that the licensee is acting for more than one party to the transaction. If a licensee makes such a disclosure, he or she must obtain the written consent of each party to the transaction for whom the licensee is acting before he or she may continue to act in his or her capacity as an agent. The written consent must include: (1) A description of the real estate transaction; (2) A statement that the licensee is acting for two or more parties to the transaction who have adverse interests and that in acting for these parties, the licensee has a conflict of interest; (3) A statement that the licensee will not disclose any confidential information for 1 year after the revocation or termination of any brokerage agreement entered into with a party to the transaction, unless he or she is required to do so by a court of competent jurisdiction or is given written permission to do so by that party; (4) A statement that a party is not required to consent to the licensee acting on behalf of the party; (5) A statement that the party is giving consent without coercion and understands the terms of the consent given; (e) Any changes in the licensee's relationship to a party to the transaction.

2. Shall exercise reasonable skill and care with respect to all parties to the real estate transaction.

3. Shall provide the appropriate form prepared by the Division pursuant to Nevada Revised Statute 645.193 to: (a) Each party for whom the licensee is acting as an agent in the real estate transaction; and (b) Each unrepresented party to the real estate transaction, if any.

12. DEPOSIT MONEY: Seller is advised to have a title, escrow company or attorney hold the escrow monies, subject to all Nevada laws and regulations.

13. FAIR HOUSING: NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING: Seller agrees to comply with all applicable federal, state and local fair housing laws. Seller acknowledges that it is illegal, pursuant to the Nevada Revised Statutes Chapter 118 and the Federal Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or to otherwise deny or make unavailable housing accommodations because of race, religious creed, color, national origin, disability, sexual orientation, gender identity or expression, ancestry, familiar status or sex as defined in Section 118 of the Nevada Revised Statutes or to discriminate in provision of real estate brokerage services.

It is also illegal, for profit, to induce or to attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of these protected classes.

Seller also acknowledges that many jurisdictions have stricter laws that extend protection to political beliefs,

income, sexual orientation, affectional orientation, and other factors. Seller agrees to investigate and comply with all laws regarding discrimination.

14. REPORTING TIMELINESS AND ACCURACY: Seller accepts full responsibility and liability for the accuracy and timeliness of data submitted to Broker. Seller will notify Broker within 24 hours of any changes or corrections. Seller understands that in many cases corrections are required, and Seller will allow Broker the necessary reasonable time to make MLS corrections after Seller notification. Seller allows listing data in violation of MLS rules to be changed at Broker's discretion. Seller will notify Broker in writing if they do not receive the email with the MLS proof on the day of listing activation, and will hold Broker harmless for problems in the MLS proof or Realtor.com not discovered until a later date. The listing normally takes a few hours to a few days to appear on Realtor.com. Seller assumes the responsibility for checking Realtor.com for listing display. Seller allows and understands that Realtor.com listing problems require a longer period of time to correct than MLS listing problems. Seller will reply within 24 hours to all inquiries regarding the listing. Broker may have to temporarily withdraw the listing when Seller does not reply within 48 hours, in which case a \$25 service fee to Broker will apply to reactivate the listing. Seller will notify Broker in writing within 24 hours of signing a sales contract and will provide a copy of the complete sales contract to Broker within the same 24 hours, with Seller failure to do either resulting in a \$50 fee from Seller to Broker. Broker may cancel the listing without refund when Seller does not report to Broker acceptance of a sales agreement within 24 hours. Broker will mark the listing as settled in the MLS after the settlement date given by Seller. If the settlement date changes and Seller does not notify Broker before Broker marks the listing as settled in the MLS, Seller agrees to pay a \$25 processing fee. At settlement, Seller will fax or e-mail a copy of the signed HUD1 statement or the equivalent to Broker's office. Seller will pay Broker \$50 if the signed HUD1 sheet is not delivered to Broker the day of settlement. This fee will be reduced to \$25 if the HUD1 is delivered to Broker in days following the settlement. Seller will provide proof of HUD1 fax or email to reverse this fee if the delivery is in dispute. Seller's credit card information will be kept on file. Seller's credit card will be charged for any MLS fines incurred, if Seller was at fault by not meeting the requirements of this Paragraph. MLS fines typically range from \$25 to \$5000.

The Real Estate Settlement and Procedures Act (RESPA) requires all fees to be reported on the HUD1 form at settlement. Seller is responsible for having the upfront Broker Fee recorded on the HUD1 sheet as "Paid Outside of Closing, or 'POC' ".

15. BROKER NOT RESPONSIBLE FOR DAMAGES: Seller agrees that Broker and Broker's salespersons are not responsible for any personal injury, damage to the Property or any loss or theft of personal goods from the property, unless such damage, loss or theft is directly caused by the gross negligence or intentional misconduct of Broker or Broker's salespersons.

16. DOCUMENT PREPARATION: Broker will provide Seller with document preparation assistance. Seller agrees that this assistance will be provided only by email communications in the form of Seller asking question and answer. Seller will pay Broker Twenty Five Dollars and 00/100 (\$25.00) per fifteen (15) minutes of Broker's time required for Broker to sign forms or to provide phone consultation with Seller. Broker is not an attorney and does not provide legal services. Seller hereby acknowledges that neither Broker nor any salesperson associated with Broker is qualified or authorized to give legal or tax advice, or to determine if Seller needs such advice. Seller agrees to consult with an attorney or accountant if Seller desires or needs such advice.

17. NO OTHER BROKER CONTRACTS: Seller will not list this property with another broker during this Contract's term, unless Seller first cancels this Contract pursuant to the terms of Paragraph 17.

18. CANCELLATION: Seller may cancel this Contract at any time, under the following conditions: 1) Seller

cancellation request must be in writing and signed by all Sellers'; 2) Seller may not cancel this Contract when an offer has been presented and the Seller has not replied in writing to the party making the offer; and 3) Seller may not cancel this Contract if the Property is under contract (Sales Agreement). Seller must first reject any offers and/or be released from a Sales Agreement before this Contract is canceled. The intent of this Paragraph is to prevent and/or avoid commission claims being made by cooperating brokers. If Seller requires Broker's signature and/or letterhead confirming cancelation, Seller agrees to pay a \$25 processing fee.

19. THIRD PARTY DISPUTES (SELLER'S DUTY TO DEFEND): In the event an aggrieved party files an arbitration claim, lawsuit or other claim against or in any way involving Broker that seeks payment of a commission, fee or money damages in connection with the sale or attempted sale of the Property, Seller agrees to indemnify, defend, and hold Broker harmless from, and cooperate with Broker in the defense of any such claim or lawsuit ("Duty to Defend"). Seller further agrees that, upon commencement of such an arbitration claim or lawsuit, Broker may immediately charge \$700.00 (the "Defense Charge") to Seller's credit card on file with Broker in anticipation of Broker's legal and administrative fees in responding to such a claim or lawsuit, regardless of its merits or probable outcome. The Defense Charge is nonrefundable. This Defense Charge is not and should not be construed as a limitation on Seller's Duty to Defend. If Seller fails, for any reason, to fulfill its Duty to Defend, Broker may seek indemnity, contribution, and/or reimbursement from Seller for all costs and expenses incurred as a result of the arbitration, claim or lawsuit, including attorney's fees as well as recovery of all costs of collection thereof, including collection agency fees and court costs, less the \$700 previously paid by Seller pursuant to this paragraph. The liability of Broker shall be limited to direct damages, and in no event will Broker be liable for special, incidental, exemplary, punitive, indirect, or consequential damages of any kind resulting from the performance or failure to perform pursuant to the terms of this Contract or from the provision of services hereunder, even if such party has been advised of the possibility of such damages. In no event shall the total liability of Broker to Seller for damages in connection with all claims made under the terms of this Contract exceed the amount of compensation received by Broker under the terms of this Contract.

20. PHOTOS: Seller will not supply or instruct Broker to load any photos that were previously uploaded to the MLS by another company, even if Seller owns the copyright to such photos, unless Seller has the written permission from the broker who previously published the photos in MLS. Seller agrees Broker is not responsible to check past listings for photo compliance. Any claims in this regard will be handled as a dispute according to the terms of Paragraph 19 of this Contract.

21. MLS COPYRIGHT: The MLS listing proof sent by Broker to Seller is copyrighted by the MLS. Seller agrees that this listing proof is solely for data accuracy purposes, and will not distribute the file in anyway to anyone. Seller will be responsible for any MLS fines, fees or damages resulting from distributing the MLS listing proof. If Seller desires a highlight sheet, Broker recommends that Seller use their Realtor.com listing for this purpose.

22. SELLER OPT OUTS: (complete this section ONLY if the listing will be placed on the MLS.) Seller further understands and acknowledges that MLS will disseminate the Property's listing to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as online providers such as realtor.co and lasvegasrealtor.com, and that such sites are generally available to the public. Some, but not all, of these websites may include a commentary section where consumers may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all, of these websites may display an automated estimate of the value of the Property in immediate conjunction with the listing, or provide a link to the estimate. Seller may opt-out of any of the following by initialing the appropriate space(s) below:

a. _____ I/We have advised Broker that I/We **DO NOT** want the listed Property to be **displayed**

on the Internet (the listing will not appear on any Internet site). In selecting this option, Seller understands that consumers who conduct searches for listings on the Internet will not see information about the listed Property in response to their search.

b. _____ I/We have advised Broker that I/We **DO NOT** want the **address** of the listed Property to be displayed on the Internet (listing information will be disseminated via Internet, but the Property address will not appear in conjunction with the listing .

c. _____ I/We have advised Broker that I/We **DO NOT** want a **commentary section** displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the Seller).

d. _____ I/We have advised Broker that I/We **DO NOT** want an **automated estimate of value** displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the Seller).

23. OTHER TERMS:

- The parties agree that, in the event of any failure, defect, or malfunction of the MLS listing, the only remedy available to Seller shall be a prorated refund for unperformed services from the fees paid by Seller.
- This Contract shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this Contract. If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- This Contract shall be governed by and construed in accordance with the laws of the state of Nevada.
- Seller authorized Broker to charge any fees due and owing under this Contract to Seller's credit card on file may be charged to Seller's credit card. Seller agrees that reasonable collections fees will be added to any unpaid and late balances.
- Seller shall complete and return the attached Waiver of Duties Statement.

24. THIS CONTRACT is the entire agreement between Broker and Seller, all changes must be in writing and signed by Broker and Seller. The duties of Broker in this Contract are intended to comply with all applicable laws and minimum service standards. The broker's fee and duration of this Contract have been determined as a result of negotiations between Broker and Seller. Broker has the right to reject any property for submission at Broker's discretion, and refund Broker Fee to Seller. If Seller has legal questions, Seller is advised to consult an attorney.

All owners of record agree to these terms.

Seller's Signature _____ *Date:* _____

Seller's Signature _____ *Date:* _____

HOUSEPAD LLP by:

Broker Signature: _____

Ryan K. Gehris