

CHOICE Realty

749 Deer Park Lane, Rayne LA 70578 Phone: 337.258.0235
leighannmeche@gmail.com www.choicerealtyservices.com

Exclusive Agency Listing Agreement

In consideration of the services to be performed by Choice Realty, hereinafter referred to as "BROKER", and the listing fee and/or commission to be paid by _____ hereinafter referred to as "SELLER", the parties agree that BROKER shall list SELLER's property for sale in the ROAM MLS (Multiple Listing Service) with the following terms and conditions:

PROPERTY PHYSICAL / MAILING ADDRESS: _____

LEGAL DESCRIPTION _____ on lands and grounds measuring approximately (# _____) or as per record title; including all buildings structures, component parts, and all installed, built-in permanently attached improvements together with all fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window coverings including blinds, drapes, curtains, window shades, window coverings and all associated window covering hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all doorbells, all windows, all roofing, all electrical systems, installed generators, attached TV mounts, gas logs, all installed lighting fixtures, chandeliers and associated hardware, all plumbing fixtures, range, oven, dishwasher, swings, mailboxes, water softeners and other property owned by SELLER and permanently attached to the above described real property, hereinafter referred to as "PROPERTY". The following is to be excluded from sale:

ASKING PRICE: _____ (\$ _____)

MINERAL RIGHTS: (Select One)

_____ Mineral rights owned by SELLER, if any, are reserved by SELLER, but SELLER waives the right to use the surface of the PROPERTY for any mineral activity.

_____ If SELLER owns any mineral rights, they are to be conveyed without warranty.

TERMS AND CONDITIONS OF LISTING: This Listing Agreement (sometimes hereinafter referred to as "Agreement") shall commence on the last date all parties including Seller/s and Broker and/or Authorized Representative, execute this Agreement and shall continue for a period of **6 months** and terminates at midnight 6 months from date of execution as indicated above, ***except in the event that a purchase agreement is negotiated and accepted prior to the expiration of this Agreement, this Agreement's expiration date shall automatically be extended until either the sale is closed or the purchase agreement has expired or terminated.***

The Non-Refundable listing fee is a flat rate for the original listing and is due upon execution of this Agreement. SELLER agrees to pay BROKER's listing fee within 3 days of demand by BROKER. If SELLER fails to remit payment for BROKER's listing fee within 3 days of demand, BROKER may at its option, immediately cancel and terminate this Agreement and Withdraw property listing from the ROAM Multiple Listing Service.

The parties agree that this is a **LIMITED SERVICE agreement for the listing of SELLER's PROPERTY on the ROAM Multiple Listing Service ("MLS") only** (initial _____), and is not a guarantee that **SELLER's PROPERTY will be sold.** In addition to listing SELLER's PROPERTY on the ROAM MLS, BROKER agrees to provide SELLER with all state required forms, including the residential property disclosure form(s).

BROKER warrants that she is a member of the Realtor Association of Acadiana ROAM MLS. Upon receipt of a signed Listing Agreement, SELLER's Property Disclosure(s), Agency Disclosure Form, Lead Based Paint addendum, if the property was built prior to 1978, and any other forms required by state law or

Louisiana Association of Realtors or the Louisiana Real Estate Commission, and receipt of at least five (5), digital photos of the PROPERTY in JPEG format that must include Front View with no signage, Kitchen, Master Bath/Main Bath, BROKER agrees to (1) input the PROPERTY listing in the ROAM MLS and manage the listing, (2) authorize ROAM MLS to distribute said listing to local MLS boards affiliated with the National Association of Realtor's website, www.Realtor.com¹, and all sites that link directly to said site, i.e. MLS.com, Zillow.com, Homes.com, (3) authorize ROAM MLS to distribute said listing to newspaper website(s) as provided by the Realtor Association of Acadiana, (4) provide scheduling of property showings and appointments via access to the Showing Time showing service, (5) accept and/or present purchase offers for PROPERTY to SELLER from cooperating broker(s) and forward to Seller(s) via email, (6) accept and/or present counter offers for PROPERTY to cooperating broker(s) from SELLER(s) via email, (7) review Purchase Offer/Contract received from represented buyer or unrepresented buyer and advise SELLER(s) as to the merits of the Purchase Offer, (8) advise SELLER(s) and prepare Counter offers, Addendums and/or Amendments to Purchase Contracts and (9) assist with negotiations with cooperating broker(s). **SELLER acknowledges that the information provided to BROKER relative to listing the PROPERTY on the ROAM MLS is true and accurate to the best of SELLER's knowledge.** The parties agree that under this LIMITED SERVICE Listing Agreement **BROKER MAY NOT (1) negotiate with non-represented Buyer, attend property inspections and/or closing. Notwithstanding the foregoing, SELLER specifically acknowledges that no other real estate broker may represent SELLER for services excluded from this LIMITED SERVICE Listing Agreement.**

PROPERTY STATUS CHANGES:

SELLER agrees to notify BROKER in writing, on the SAME DAY of any PROPERTY status changes. Some examples of a STATUS Change include **when the SELLER accepts an offer to purchase** (status changes from Active to Pending or Contingent), **after Closing is completed** (Status changes from Pending/Contingent to Sold). Additional common status changes include the SELLER changing the asking price, withdrawing the offer to sell or changes the planned closing date. **Upon closing, SELLER shall provide BROKER with a signed copy of the Sellers Closing Disclosure and Cash Deed received at closing within twenty-four (24) hours of closing on the PROPERTY.** All PROPERTY status changes and closing information listed above must be presented to BROKER within the time frame set forth above, by either completing the MLS Status Change Form provided or emailing BROKER with "Status Change Request", MLS#, and Property Address. SELLER must notify BROKER on the SAME DAY of the property status change or closing information to avoid fines charged by the local Realtor Association or ROAM MLS Committee to BROKER. **If SELLER/s fail to notify BROKER of a status change as described herein, SELLER agrees to pay BROKER a \$550.00 BREACH OF CONTRACT FEE.** Failure to communicate PROPERTY status changes or respond to BROKER within 48 hours shall be a **BREACH OF CONTRACT** that may result in cancellation of the ROAM MLS listing. Should SELLER's BREACH OF CONTRACT result in the suspension of Broker's ROAM MLS privileges, SELLER shall be liable for additional damages to Broker, including but not limited to, loss of income, fines, reinstatement fees, refund of commissions for listing, etc. (initial ____, ____)

SALES TRANSACTION DOCUMENTATION:

SELLER agrees to provide BROKER with copies (via either hand delivered or email) of additional documents relating to the sales transaction, i.e. Contract Addendums, Buyer/Seller Response to Inspection, etc., in order that BROKER has all documentation relating to the sales transaction on file for said property as required by the Louisiana Real Estate Commission. All additional documents must be provided to BROKER within 48 hours of document execution (all parties have signed).

COMPENSATION:

BROKER COMPENSATION FEE: Compensation will NOT be listed/offered in the ROAM MLS. Buyer's Broker Compensation Fee, if offered, pursuant to lines 146-160, will be marketed and communicated to the Buyer and Buyer's Broker by other methods outside of the ROAM MLS that comply with the National Association of REALTORS (NAR) rules and regulations, and shall be due and payable at the Act of Sale. Outlined herein are established compensation, rates and/or fees for the Broker's services under this agreement. **Compensation due is the negotiated value of Brokers services. Broker Compensation is fully negotiable and is not fixed by law.** (initial ____, ____)

¹ The Realtor Association of Acadiana may exclude MLS listings from being distributed on Realtor.com, if the seller displays on the property a "For Sale By Owner" sign or another sign or notice indicating that the seller is soliciting direct contact from buyers.

LISTING BROKER: Seller agrees to pay Listing Broker a **Non-Refundable listing fee of _____ \$725 Choice Support Package or _____ \$500 Choice Basic Package** (see listing package details below) **upon the execution of this Listing Agreement.** This Listing Fee is a flat rate for the original listing. **Seller also agrees to pay Listing Broker a Flat Fee of \$500.00 at Act of Sale for Digital Contract Preparation and negotiation assistance during the sales transaction. The fee is only due when SELLER sells, exchanges, leases or in any manner transfers possession of the property during the terms of this agreement at the above price and terms or at any other price and/or terms acceptable to SELLER.**

Choice Support Package includes: 6 Month Flat Fee MLS Listing, Digital Listing Process with all State Disclosures, Market Activity Report, 45 MLS Photos, No Fees for MLS Changes, Sign and Supra Lockbox Rental (additional delivery fee if outside of Lafayette parish may apply). Listing Broker also paid a Flat Fee of \$500.00 at Act of Sale for Digital Sales Contract Preparation and Negotiation assistance during the sales transaction.

Choice Basic Package includes (only option for New Orleans, Baton Rouge and Alexandria): 6 Month Flat Fee MLS Listing, Digital Listing Process with all State Disclosures, 45 MLS photos and No Fees for MLS Changes. Listing Broker also paid a Flat Fee of \$500.00 at Act of Sale for Digital Sales Contract Preparation and Negotiation assistance during the sales transaction. **Package does not include Sign and Supra Lockbox Rental and Market Activity Report.**

DUAL AGENCY: SELLER acknowledges that in the event BROKER procures a willing and able buyer, a Dual Agency relationship shall exist between BROKER, SELLER, and the BUYER. Upon procurement of a willing and able buyer by BROKER, SELLER agrees to execute a dual agency agreement. Should the BROKER, procure a buyer who is ready, willing and able to purchase the above described PROPERTY at the listed price or at another price acceptable to SELLER, SELLER agrees to pay BROKER the BUYER'S BROKER'S COMPENSATION FEE listed on lines (146-160) at closing. This FEE is earned by the Realtor that procures a willing and able buyer (brings the buyer that purchases the PROPERTY). **SELLER also maintains the right to sell the PROPERTY "by owner" to a BUYER who is NOT represented by a Realtor and avoid having to pay the BUYER'S BROKER COMPENSATION FEE. LISTING BROKER'S aforementioned Transaction Fee of \$500.00 at Act of Sale will continue to be paid by SELLER to LISTING BROKER at Act of Sale.** (initial _____, _____)

BUYER'S BROKER: In addition to the LISTING BROKER compensation as outlined in lines 112 – 118, SELLER agrees to pay the BUYER'S BROKER the following at closing. ***Make selection and complete below:***

____ SELLER agrees to pay the BUYER'S BROKER a Compensation of _____% of the gross sales price.

____ SELLER agrees to pay the BUYER'S BROKER a Compensation of \$_____.

____ SELLER will not make any offer to pay the BUYER'S BROKER Compensation.

____ SELLER is willing to negotiate compensation in the Agreement to Buy or Sell.

____ Other terms and conditions: _____

LISTING BROKER ____ may or ____ may not market, share, or disclosure BUYER'S BROKER Compensation listed on lines 135 – 145.

MERCHANTABLE TITLE/PROPERTY DISCLOSURE REPORTS:

SELLER warrants to BROKER that, except as noted below: (1) SELLER has merchantable title to PROPERTY; (2) the PROPERTY fronts on public road or highway; (3) there are no known encroachments across the boundaries or into any servitude on the PROPERTY; and (4) to the best of the SELLER/s knowledge, the PROPERTY has no hidden defects, including, but not limited to termite or insect damage, slab or foundation cracking or sinking, structural weakness or damage, lead-based paint or lead-based paint hazard. SELLER understands that SELLER may be held responsible by a buyer for any latent or

hidden undisclosed defects in the PROPERTY which are known to the SELLER at the time of closing, but which are not disclosed to the buyer. SELLER agrees to provide BROKER with PROPERTY disclosure forms to be presented to prospective buyers, including Seller's Disclosure and Lead Based Paint Disclosure (if PROPERTY was built before 1978). SELLER warrants to BROKER that said information is accurate and complete and does not omit or fail to disclose any material defects regarding the PROPERTY known to SELLER as required by law. SELLER shall indemnify, defend and hold BROKER harmless from and against any and all claims, demands, suits, damages, liability, losses or expense (including reasonable attorney's fees) arising out of any misrepresentation, nondisclosure or concealment by SELLER in connection with the sale of the PROPERTY, including, without limitation, the inaccuracy or incompleteness for any complaints made by a buyer or prospective buyer before or after possession of the PROPERTY with respect to any defect in the PROPERTY. Exceptions:

TERMINATION:

SELLER may cancel this Listing Agreement and withdraw the listing from the MLS at anytime if (1) there is no contract pending with a buyer procured by a participating broker or Realtor and (2) the withdrawal request is provided in writing to BROKER. If SELLER withdraws the PROPERTY from market and fails to notify BROKER in writing of the PROPERTY STATUS CHANGE within twenty-four (24) hours using the MLS Change Form or email communication, SELLER shall be responsible for, and agrees to pay, any fees and/or penalties BROKER is charged by the local Realtor association or MLS Committee, plus a \$50.00 service fee. The obligation to pay the cooperating brokers or BROKER's commission as agreed to above shall survive termination and continue until the closing when the said commission is payable. **SELLER shall pay said BUYER'S BROKER COMPENSATION FEE and the LISTING BROKER'S TRANSACTION FEE OF \$500 at ACT OF SALE if within ninety (90) days after listing expiration date or termination of listing on the MLS if the SELLER enters into a contract to sell the PROPERTY to any buyer who was shown the PROPERTY by a cooperating broker or BROKER during the term of this Agreement.**

LIMITATION OF LIABILITY:

SELLER agrees that neither BROKER nor any cooperating Realtors or brokers shall be responsible in any manner for loss or damage to the PROPERTY or to any of SELLER'S of personal or real property due to vandalism, theft, freezing pipes, or any other damage or loss whatsoever. SELLER is advised to notify his insurance company and request a "Vacancy Clause" to cover the PROPERTY in the event the PROPERTY becomes vacant at any time during the term of this Listing Agreement.

FAIR HOUSING: SELLER acknowledges that BROKER is obligated to, and will offer, show, and make the PROPERTY available for sale to all persons without regard to race, color, religion, national origin, sex, handicap or familial status.

LEGAL NOTICE: This is a legal document. If SELLER does not understand any of its terms or conditions, SELLER should seek competent legal advice prior to signing. SELLER acknowledges and agrees that BROKER is not an expert in, and is not providing any advice to SELLER concerning legal matters, tax matters, financing, surveying, structural or mechanical condition, appraisals, hazardous materials or engineering services. SELLER is encouraged to seek expert assistance from qualified professionals in such areas.

SEVERABILITY AND WAIVER: If any provision of this Agreement is determined to be unenforceable or void, it will not affect or impair the validity or enforceability of the remainder of this Agreement. The failure of either party to enforce at any time or for any period of time any provision of this Agreement shall not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each and every such provision. No provision of this Agreement may be waived except by a written document executed by both parties.

ATTORNEYS FEES: In the event it becomes necessary for BROKER to retain an attorney to secure payment of the Listing Fee, additional fees, or payment of the real estate commission provided for in this Agreement, BROKER shall be entitled to recover costs of the suit and reasonable attorney's fees from SELLER in addition to all other sums to which BROKER may be entitled.

CHOICE REALTY SIGN AND SUPRA LOCKBOX rental: (initial selection) SELLER ____ gives ____ does NOT give Broker permission to place Realtor sign in yard. This fee includes delivery and pickup of rental items in Lafayette Parish. \$50 additional fee for sign and lockbox delivery outside of Lafayette Parish or at the discretion of Broker. One time fee for lifetime of listing. Sign and Supra Lockbox Rentals only available in the Lafayette Area including the parishes of Lafayette, Acadia, Iberia, St. Landry, St. Martin, Evangeline and Vermillion.

ENTIRE AGREEMENT:

This Agreement contains the entire agreement between the parties and cannot be changed or modified without written consent of all parties.

(Initial_____,_____) **SELLER** has received/read/signed **Agency Disclosure Form** concerning **brokerage relationships** and understands it in its entirety.

I/we have read and understand this form and that I/we are authorized to sign this form in the capacity in which I/we have signed.

SELLER	DATE	SELLER	DATE
--------	------	--------	------

PRINTED NAME _____ PRINTED NAME _____

Choice Realty	0076801
BROKER OFFICE	BROKER License

BROKER, Leigh Ann Meche DATE