


Eddleman Properties, Inc.


20070910000424300 1/2 \$14.00
Shelby Cnty Judge of Probate, AL
09/10/2007 03:34:29PM FILED/CERT

LISTING AGREEMENT

In consideration of your agreement to list my property for sale and to use your best efforts to find a ready, willing, and able purchaser, I hereby grant you the sole and exclusive right to sell my property located at **Lot 2211, according the Survey of Brook Highland, 22ND Sector, an Eddleman Community, as recorded in Map Book 28, Page 81, in the Probate Office of Shelby County, Alabama** for period from Date of Lot Contract to _____. The price to be **TBD** Upon terms (Builder to determine price during construction period) _____

_____ The commission payable to agent in this sale is not set by any laws or associations and is in all cases negotiable between agent and principal (seller). In this listing agreement, the principal (seller) agrees to pay agent a commission as indicated below:

1. Upon execution of this agreement, principal (seller) shall pay agent a retainer fee in the amount of \$ N/A. This retainer fee is non-refundable; however, principal (seller) will receive 100% credit for retainer fee toward total commission earned by agent from sale of property.
2. For finding a purchaser ready, willing and able to purchase the property upon the terms herein mentioned or at any price upon terms acceptable to principal (seller), principal (seller) agrees to pay agent a sales commission of 6% whether purchaser be secured by agent, principal (seller) or by another person or, if the property is afterwards sold within 90 days front the termination of this agreement to any person to whom the property has been shown by anyone including the principal (seller) during the listing period. However, no commission shall be due agent if after this listing is terminated the property is re-listed with another licensed real estate agent and sold through his/her efforts.

Listing broker will provide 2 1/2% co-op commission to outside broker.

3. Principal (seller) acknowledges that subagency has been explained to him/her and agrees that agent may engage sub-agents to assist in marketing the property and share its commission with such sub-agents. (☒) Yes (☐) No.
4. Principal (seller) acknowledges that buyer agency and contact broker services have been explained to him/her and agrees that agent may share its commission with an agent representing the buyer in either capacity. (☒) Yes (☐) No.
5. In the event agent engages the services of sub-agents or agrees to cooperate with the agent representing buyer, principal (seller) will pay the commission to agent as agreed upon in this Listing Agreement.

Listing to terminate at seller's option no sooner than one (1) year from the completion of the home and the yard.

6. Principal (seller) understands that other owners in market area with similar properties may list with agent and principal (seller) consents to agent representing any other such potential sellers before, during and after the expiration of this agreement.
7. Principal (seller) acknowledges the possibility of a limited consensual dual agency relationship developing if a buyer client of agent wishes to consider purchasing principal's (seller's) property. In such event broker will require the prior written consent of both principals and can net only as intermediary between seller and buyer. Principal (seller) understands that in a limited consensual dual agency relationship the broker as intermediary could not legally disclose confidential information without written permission of the other party, such as disclosing to a buyer what a seller might accept or disclosing to a seller what a buyer might be willing to pay. _____ by initialing here seller acknowledges that this limited consensual dual agency provision has been reviewed, understood and that principal (seller) hereby consents to a possible limited consensual dual agency relationship.
8. Principal (seller) authorizes agent to accept and hold all earnest money. If such deposit is forfeited by the prospective purchaser the principal (seller) may elect to retain the earnest money as liquidated damages. If principal (seller) elects to retain earnest money one half of said earnest money, not to exceed the total amount of agent's compensation, shall be paid to agent as compensation. In the event principal (seller) or purchaser claim the earnest money, without the agreement of the other party, the agent may interplead any disputed portion of the earnest money into court, and shall be entitled to deduct from the earnest money for court cost, attorney fees and other expenses relating to the interpleader.

You are hereby given the sole right to place a "For Sale" sign on the property.

Principal (seller) acknowledges agent has provided him/her/them with a signed copy of the Real Estate Services Disclosure, which is required by the Alabama Real Estate Commission.

Accepted: A.D. Chandler Company, Inc.

By: [Signature]

By: _____

EDDLEMAN PROPERTIES, INC.

By: [Signature]

PRESIDENT