



**THE DIFFERENCE REAL ESTATE, LLC  
LISTING AGREEMENT  
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OFFICE OF: THE DIFFERENCE REAL ESTATE, LLC  
ADDRESS: 103 W. THIRD STREET KALKASKA MICHIGAN 49646

In consideration of your agreement to use your efforts to find a purchaser for the real Property described below ("Property"), I hereby grant to you from \_\_\_\_\_ to \_\_\_\_\_ the exclusive right to sell the property described below and, further to create through the Northern Great Lakes REALTORS® Multiple Listing Service LLC, such arrangements as may be appropriate for this purpose.

1. **LEGAL DESCRIPTION:** FULL LEGAL TO FOLLOW

2. **ADDRESS:** \_\_\_\_\_

3. **PRICE:** For the sum of \$ \_\_\_\_\_ "Price", or \$ XXXXXXXXXX payable \$XXXXXXXXXX down, balance payable \$XXXXXXXXXX or more per month including interest at \_\_\_\_\_% per annum, which Price includes all encumbrances, and all taxes or assessments due at date of sale, or any assessments levied prior to date of sale that may become due unless otherwise specified herein. The term "Sale" shall be deemed to include any exchange, trade, option, lease and/or the provision of management service to which I consent. All buildings, plumbing, heating, lighting fixtures, water softeners (unless rented), sewers, storm doors, storm windows, shades, awnings, blinds, curtain, curtain and drapery rods, linoleum, TV antenna, shrubbery, plants, trees, fences, garage door openers, mailboxes, smoke detectors, carpeting and items specified on attached Profile Sheet are included if sale occurs, unless specifically excluded.

4. **EXCEPTIONS**  
\_\_\_\_\_

5. **SPECIAL ASSESSMENTS** and/or benefit-riser fees, hookup or private roads and association fees; or  
\_\_\_\_\_

6. **COMPENSATION:** I agree to pay you for professional services rendered \_\_\_\_\_% of the Price procured for the Property, or a minimum commission of XXXXXXXXXX \$ XXXXXXXXXX upon the following conditions:

- a) If, during said term, the Property is sold by you or me or anyone else; or if you or any agent of yours produces a purchaser ready, willing and able to purchase the Property on the terms above stated or upon any other price, or terms of exchange, option, lease, or property management to which I consent in writing, or
- b) If, within <sup>3</sup> months after the expiration of this Listing Agreement, anyone other than another real estate broker, sells, trades or exchanges the Property to anyone who learned of the Property because of the REALTOR's® efforts during the term of this listing.

7. **COOPERATIVE COMPENSATION:** Seller grants Broker permission to submit the property to the Northern Great Lakes REALTORS® Multiple Listing Service LLC (MLS) and further authorizes the Broker to:

- ☒ Offer sub-agency to other participants of the MLS and pay \_\_\_\_\_% or \$ XXXXXXXXXX of the sale price as compensation for acting as a sub-agent.
- ☒ Offer to other participants of the MLS \_\_\_\_\_% of the sale price or \$ XXXXXXXXXX as compensation for acting as Cooperating Broker acting in the capacity as a Buyer's Agent.
- ☐ Act as a Disclosed Dual Agent. Seller is advised to read the Agency Disclosure Statement in this connection.

8. **CLOSING FEES:** The closing of any sale of the Property may be conducted by a title company or other escrow agent. Seller agrees to pay half of the closing fee. Broker's commission shall be deemed earned and payable upon execution of either a Purchase and Sale Agreement or any exchange or option by a ready, willing and able Purchaser.

9. **DEFAULT:** Seller authorizes Broker to deduct the commission from the proceeds of any sale covered by this Agreement. In case of default by Purchaser, Seller agrees that SELLER may retain as payment for direct expenses any Deposit received by Broker. If the sale is not consummated because of Seller's inability or unwillingness to perform, then the full commission shall be paid immediately. Seller acknowledges that the Purchaser may elect to enforce the sales agreement or demand an immediate refund of Purchaser's entire deposit.

SELLER'S INITIALS



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PROPERTY ADDRESS: \_\_\_\_\_

- 10. SELLER WARRANTIES:** That seller is the owner of the Property, that the information given in this Agreement and on the attached Profile Sheet is true and correct to the best of Seller's knowledge; that this information and subsequent modifications, and sales information may be released to the MLS to be used in the ordinary course of its business; and that the Property is free from all encumbrances except:

- 11. POSSESSION:** To Purchaser to be given \_\_\_\_\_ days from date of closing of sale.

**12. YEAR BUILT:**

☐ Seller represents and warrants that the Property was **built in 1978 or later** and that therefore the federally-mandated lead-based paint disclosure regulations **do not apply** to this property,

OR

☐ Seller represents and warrants that the Property was **built before 1978** and that therefore the federally-mandated lead-based paint disclosure regulations **do apply** to this Property.

- 13. UNPLATTED LANDS:** If this is an unplatted parcel, Seller agrees to grant to the buyer the right to make \_\_\_\_\_ division(s) under the Land Division Act. The word "zero" or a specific number should be inserted in the space designated above. The Land Division Act on March 31, 1997, created parent parcels from which future land divisions may be permitted. Contiguous parcels owned by Seller as of March 31, 1997, may be considered part of the parent parcel and therefore affect the total divisions available to be conveyed; a transfer of "all" divisions may be taken to include a transfer of divisions from contiguous parcels.

- 14. SHOWING/SIGNS:** Brokerage Firm may photograph the Property and publish pictures, advertise the availability of the Property through any medium, place a "for sale" sign on the Property and remove other "for sale" signs and show the Property at reasonable hours. Seller acknowledges that the use of certain advertising will result in the contents of the Property being made known to third parties and consents to such advertising. Brokerage Firm is not responsible for the security of the Property. Seller releases and holds harmless Brokerage Firm and its agents and cooperating agents, from any liability for loss or damage to property by third parties, such obligation to include, but not be limited to, reasonable attorneys' fees and costs. Seller to keep the property "in show" condition throughout the term of the listing.

- 15. LOCKBOX ACCESS:** Seller authorizes a lockbox to be placed on the Property in order to permit showings of the Property by other real estate licensees and to enable service providers to perform services in conjunction with a proposed sale of the property. Seller shall not disclose confidences to any other real estate licensee that Seller would not disclose to a potential buyer. Seller releases and holds harmless Brokerage Firm and its agents and cooperating agents from any and all liability as a result of injury to person(s) or damage or loss to property arising out of Seller's grant of access pursuant to this paragraph, such obligation to include, but not be limited to, reasonable attorneys' fees and costs.

- 16. DISCLOSURE:** Seller acknowledges that Seller has executed a "Real Estate Transfer Disclosure Statement." This statement accurately and fully discloses all defects in the Property of which Seller is presently aware. Seller agrees to indemnify and hold Broker harmless from any liability arising out of Seller's failure to disclose any known defects to Broker or any Purchaser.

- 17. DISPUTE RESOLUTION:** If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to use non-binding mediation to negotiate a resolution before litigating the dispute. They shall utilize the services of the Community Reconciliation Service or another mutually acceptable neutral mediator to bring them together in at least one mediation session.

SELLER'S INITIALS \_\_\_\_\_

- 18. EQUAL HOUSING:** All parties to this Listing Agreement acknowledge that law prohibits discrimination because of religion, race, color, national origin, age, sex, disability, familial status, or marital status of a person or a person residing with that person.

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- 19. TITLE INSURANCE AND TAXES:** Following execution of a binding Purchase and Sale Agreement, Seller agrees to furnish promptly a new title insurance commitment showing good marketable title, with tax certification showing the status of all unpaid taxes or special assessments, if any. Upon tender of the purchase price Seller agrees to execute and deliver to Purchaser a proper conveyance, as may be required by the Purchase and Sale Agreement. Current taxes to be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from January 1 to the date of closing, and Purchaser with the balance of the year. City taxes shall be prorated on a due date basis as if paid in advance so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Purchaser with the portion from the date of closing to the next June 30.
- 20. PROPERTY DATA:** Seller grants Broker the exclusive right to use Property Data for the purpose of marketing the Property. Property Data means all information about the Property provided by Seller to Broker.
- 21. CITIZENSHIP:** Seller is a United States citizen. ☐ Yes ☐ No
- 22. HOME PROTECTION PLAN:** Seller has been informed that Home Protection Plans are available. Such plans may provide additional protection and benefit to a Seller or Buyer. The parties acknowledge that a Realtor® may receive some reimbursement from the companies offering these Plans if such a Plan is purchased. Seller ☐ does ☐ does not wish to have a Home Warranty Program.
- 23. ADDITIONAL OFFERS:** Once Seller and a buyer enter into a binding sales contract, Brokerage Firm shall not present to Seller any other offers unless Seller and Brokerage Firm otherwise agree in writing.
- 24. INDEMNIFICATION:** Seller shall indemnify and hold harmless Brokerage Firm and Brokerage Firm's agents and cooperating brokers and agents from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of showing of Seller's home pursuant to this listing.
- 25. LIMITATION:** Seller and Brokerage Firm agree that any and all claims or lawsuits between the parties relating to this agreement must be filed no more than six (6) months after the date of termination of this agreement. The parties waive any statute of limitations to the contrary.
- 26. SIGNATORIES/COUNTERPARTS:** The undersigned Seller represents that all parties in title are a signatory on this agreement. This agreement may be signed in any number of counterparts.
- 27. TERMINATION:** If Seller chooses for any reason to unilaterally terminate this Listing Agreement, cancellation must be by mutual consent in writing. In addition to such commission as Broker may be entitled to under this Listing Agreement, Seller agrees to reimburse Broker for its out-of-pocket expenses, administrative overhead, and to pay a reasonable hourly fee for personal services rendered.
- 28. ATTORNEY'S FEES:** In any action or proceeding arising out of this agreement, the prevailing party, including any Realtor® so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party.
- 29. ELECTRONIC TRANSACTIONS:** The parties agree to conduct this transaction by electronic means. This Agreement may be executed by providing an electronic signature under the terms of the Uniform Electronic Transactions Act. It may not be denied legal effect or admissibility as evidence solely because it is in electronic form, permits the completion of the business transaction referenced herein electronically instead of in person, or has been stored electronically. As an alternative to physical delivery, any document, including any signed document or written notice may be delivered in electronic form only by the following indicated methods:  
☐ Facsimile ☐ Email ☐ Internet ☐ No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

SELLER'S INITIALS

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**30. ACKNOWLEDGEMENT:** Seller acknowledges receipt of a copy of this contract and profile data sheet.

Broker/Owner:

THE DIFFERENCE REAL ESTATE

(Sign and Print Name)

REALTOR®/Agent (Sign and Print Name)

Agent's Email Address:

Agent's Phone #: \_\_\_\_\_

Agent's Fax #: \_\_\_\_\_

Seller:

(Sign and Print Name)

(Sign and Print Name)

Seller's Address:

Seller's Email Address:

Seller's Phone #: \_\_\_\_\_

Seller's Fax #: \_\_\_\_\_

SELLER'S INITIALS

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