

Exclusive-Agency Listing Agreement

If owner sells home privately no additional commission is due.
Listing Broker is is not a REALTOR and member of the National Association of REALTORS. Seller is aware that the National of REALTORS holds its members accountable for their actions through a strict Professional Code of Ethics, which includes a grievance system to address complaints. Non-members are not required to participate in the grievance system.

To: Nathalie Mullinix REALTY UNIVERSAL®, Inc.
Chartley Office Park
19 Chartley Park Rd.
Reisterstown, Md. 21136

Type of Property:

- Residential
- Commercial
- Land
- Business

Property list price \$ _____

Property Address:

I own the property described on the ATTACHED EXHIBIT or I have the right to sign this listing agreement. I want to hire you to market the property. I offer you a listing on this property from - - 13 to - - 14. Either you or I may end the listing with 24 hours advance written notice to the other. I will pay you a commission of \$349.00 non-refundable fee.

Seller will pay a 3.0% COOP fee to Buyer's broker or Seller's sub-agent only upon final closing if they produce a buyer.

Agency: State law requires real estate licensee prior to preparing any contract, to disclose in writing to Seller and/or Buyer whom it is that they represent. The licensee could be:

- (a) **Seller's Agent** - Represents Seller only, unless a disclosed dual agency exists. Sellers agent owes highest duties to Seller, including confidentiality, loyalty, and utmost care.
- (b) **Buyer's Agent** - Represents Buyer only, unless a disclosed dual agency exists. Buyer's agent owes the highest duties to Buyer, including confidentiality, loyalty, and utmost care.
- (c) **Seller's Sub-agent** - Represents Seller only. Seller's sub-agent owes the same duties to you as does your agent. The Sub-agency arises if Seller offers sub-agency in the Multiple Listing Service (MLS) and the cooperating broker accepts your offer. There will be no sub-agency

unless it is specifically agreed to as a special term or as an addendum to this listing agreement and made a part of the contract.

- (d) **Dual Agent** - Represents both Seller and Buyer as clients. To lessen the conflict, the dual agent plays a neutral role in negotiations and must not advance the interest of one party ahead of the other. Dual Agency commonly arises when other licensees in the listing company have Buyer clients looking for similar types of property. Both Seller and Buyer need to sign a written agreement describing the role of the dual agent. The dual agent acts as a facilitator to bring Seller and Buyer to a common ground of understanding in the negotiations.

Customer - Seller's Agent can also assist Buyer, as a customer. As a customer, Buyer is not represented by Seller's Agent. Seller's Agent can assist Buyer in writing the contract, can present the contract to Seller, and can report back any acceptance or request for changes to the contract.

THIS OFFER TO LIST INCLUDES ALL THE STANDARD LISTING TERMS. This offer also includes the following special terms:

By executing this offer to list, I affirmatively state that I own the property and/or hold a power of attorney to execute this document on behalf of the other owners of property.

_____(Sellers' initials)
_____(Sellers' initials)

We accept your offer to list and agree to comply with the terms of this agreement.

I have received a filled-in and fully signed copy of this listing agreement and given you a fact sheet of the property. _____(Seller's initials)

Standard Listing Terms

DEFINITIONS: The word "I" refers to the person or to all persons (if more than one) signing the listing as property owners. Each person who signs this listing as a property owner is fully responsible, either alone or with the others, for this agreement. The word "You" refers to the real estate firm that accepts the listing. The word "Buyer" refers to any person who has bought or may buy in the future. The word "Days" refers to calendar days.

1. ADVERTISING: You may advertise the property by newspaper, radio, TV, internet, MLS or by placing signs on the property, or by way of any other medium which is in compliance with County, State, or Federal law or any sub-division covenants.

2. AGENT'S OBLIGATION: Property is being placed into the MLS only & on Internet sites as agreed. Nathalie Mullinix REALTY UNIVERSAL®, Inc. nor its agents shall be liable for representing Seller unless it is specifically agreed to in writing and duties set forth in a separate agreement signed by Nathalie Mullinix REALTY UNIVERSAL®, Inc. associate and Seller. This is a limited service listing only. I as Seller will make sure that all contracts state that I am representing myself and will hold harmless N.M.R.U., Inc. from any liabilities that may occur resulting from this transaction. I will be responsible for all costs not limited to attorneys fees, awards etc. that could result from the transaction of selling my home.

3. CONFLICT IN TERMS: Any handwritten word in this listing prevails over any typed or printed word. Any typed word prevails over any printed. Any special term prevails over any standard term.

4. COSTS: I will pay for the following items if required: (a) customary closing costs; (b) my own legal fees (if any); (c) fees for a termite inspection report; (d) costs related to provide documents for homeowner associations; and (e) any other costs agreed to by me.

5. DISCLOSURE OF MATERIAL: I understand that under Maryland law I am obligated and hereby agree to give a written disclosure or disclaimer statement to a Buyer containing any fact, defect, or condition, past or present, that would be expected to measurably affect the value of the property to a reasonable person. Such disclosure statement shall be prepared in good faith and with due care and shall disclose all material facts related to the property that: (i) are within my knowledge or control; (ii) must be provided whether you have lived in the property or not.

6. ESCROW: I agree to use a bonded company to help with the conveyance of this property.

7. FAIR HOUSING LAWS: You and I will both comply with State and Federal anti-discrimination laws. I understand that it is illegal to discriminate against prospective Buyers on the basis of sex, race, religion, color, national origin, handicap and familial status.

8. MEDIATION AND ARBITRATION: If any dispute or claim in law or equity arises out of this agreement, and you and I are unable to resolve the dispute ourselves, I agree to attempt in good faith to settle such dispute or claim by non-binding mediation through the Local Board of REALTORS or, in the event the Local Board of REALTORS does not provide mediation services, then through a mutually agreed upon mediator. If the mediation is not successful, then I agreed that such dispute or claim shall be decided by neutral binding arbitration before the Local Board of REALTORS, or before a single arbitrator acting under the commercial arbitration rules. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) may award reasonable attorney's fees and costs to the

prevailing party. It is understood that if both of us are involuntarily named as defendants in a lawsuit by a third party in any matter arising out of this agreement, this paragraph shall no longer be binding on either of us.

9. OTHER BROKERS: You may put the listing and other data into the MLS. You and other MLS members may use this information to make market studies, give service to the public and advise clients or customers. You may work with and share your commission with other brokers to market the property.

10. PROPERTY INFORMATION: As far as I know the facts on the fact sheet are correct. If any facts on the MLS Data Sheet are known to me to be incorrect or incomplete, I will be fully responsible for any actions and costs which may result. Once listed, I will review the listing sheet and contact you with any errors.

11. RELEASE OF INFORMATION: You and Escrow may get any information regarding mortgage balances, lease rents, maintenance fees, property management, collection accounts, property taxes or like items. I hereby authorize any person having such information to give it to you and Escrow. You may give such information to any prospective Buyer.

12. SELLER'S OBLIGATIONS: (a) Securing Valuables. I agree to secure all of those items which I consider valuable. If I have a tenant residing on the property, I will notify the tenant to secure their valuables. I further understand that you will not be responsible for securing or protecting any of my tenant's valuables; (b) I understand that you recommend that I consult my attorney, accountant, or any professional expert within those fields of question about the sale of this property. I acknowledge that I am not relying upon you for any of the foregoing services or advice.

13. LEASEHOLD DISCLOSURE: If the property is leasehold- has a ground rent, I agree to provide at my expense a leasehold disclosure as required by Maryland State Law. I will be responsible for ordering such a disclosure from a qualified professional, if such professional service is available.

14. SEX OFFENDER REGISTRATION ("Megan's Law"): I understand that Maryland has enacted a law requiring sex offenders to register with the State Attorney General's office and allowing public access to relevant information regarding sex offenders. I further understand that a sex offender must provide certain relevant information including the street name and zip code of the sex offender's current and future residence and place of employment and that this information is available at the Maryland Criminal Justice Data Center and at one or more designated police stations in each county. You are not required by law to obtain information regarding sex offenders for me. The law might not be clear-cut as to when an offender must register.

A buyer should not be told that the information is current with the Criminal Justice Data Center. They should make their own investigations and check with an attorney.

Under the "Menu FSBO Program," N.M.R.U., Inc. from time-to-time will run spot ads and additional Internet advertising at no cost to you. Please check one below.

_____ Yes, I allow N.M.R.U., Inc. to advertise my property at company expense. If property is sold by N.M.R.U., Inc., said company will receive a 3% selling commission. There will be no additional fees, etc.

_____ No, I do not allow N.M.R.U., Inc. to advertise my property.

We accept your offer to comply with the terms of this agreement.

Nathalie Mullinix REALTY UNIVERSAL®. Inc.
Name of Real Estate Firm

410-526-4466
Phone Number

Nathalie Mullinix
By: Principal Broker