



Exclusive Right to Sell Contract

1. **CONSIDERATION AND TERMS OF CONTRACT** The Broker, United Country Great Lakes Rea agrees to market Seller's property, negotiate with potential buyers, and be responsible for closing the sale. The Seller Scott M Abbe, Debra J Abbe grants Broker the exclusive right to sell the property from May 3, 2021 to 12:00 midnight on May 2, 2022.

2. **PROPERTY DESCRIPTION** The property is located at 2029 E Miller Rd (street address) Fairview, Oscoda County, Michigan, and is legally described as: T27N R3E SEC 14 - S 165' OF E 66' OF W 309' OF SW 1/4 .25 A

The property includes all buildings; all fixtures; all gas, oil, and mineral rights owned by Seller; built-in appliances; lighting fixtures; plumbing fixtures; water softener (unless rented); heating fixtures; electrical fixtures; radio and television antennas and any mechanical controls; shades; awnings; shutters; window blinds; curtain and drapery rods; attached floor coverings; attached fireplace doors and screens; garage door opener and controls; screens, storm windows and doors; landscaping, fences, and mailboxes, if any; and

but does not include _____

YEAR BUILT: _____ Please check one:

() Seller represents and warrants that the listed 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

(X) Seller represents and warrants that the listed property was *built before 1978* and that therefore, the federally-mandated lead-based paint disclosure *regulations apply* to this property.

3. **SALES PRICE AND TERMS** Seller agrees to sell the property for \$ 55,000.00 on the following terms or such other terms as Seller may agree or consent to in writing:

(X) Cash

(X) Conventional Mortgage () FHA () VA

Seller will pay _____ points, \$ _____ in repairs.

() Land Contract with \$ _____ down payment and monthly installments (principal and interest) of \$ _____ . The entire balance will be due within _____ years after closing.

() Informal Mortgage Assumption () Formal Mortgage Assumption

() Land Contract Assignment

() Purchase Money Mortgage

() Trade

() Other Terms _____

4. **COMMISSION** Seller will pay Broker a commission of \$ _____ or 8.000 % of the sales price or total rental payments in the event of a lease if, during the term of this contract (1) anyone sells, leases or trades the property, or (2) anyone produces a buyer who is ready, willing, and able to buy or trade or exchange for the property. Seller will also pay Broker the commission if, within 6 months after this contract expires, anyone except another REALTOR® sells the property to anyone who learned about it through Broker's or any other REALTOR®'s efforts during the term of this contract.

5. **RELEASE OF INFORMATION** Seller authorizes Broker to file this listing with any multiple listing service or any other medium selected by Broker and provide any such multiple listing service with a copy of this contract, any changes in this contract and any post-closing information, including the sales price.

6. **COOPERATION** Broker is authorized to (indicate acceptance by initials):

YES NO

- A. Offer a portion of the total commission due to other brokers as compensation for producing an acceptable offer while acting as a sub-agent. The portion of the commission offered to sub-agents shall be not more than 3.500 percent of the sale price or \$ _____ .
- B. Offer a portion of the total commission due to other brokers as compensation for producing an acceptable offer to purchase while acting as buyer's agent. The portion of the commission offered to buyer's agent shall be not more than 3.500 percent of the sale price or \$ _____ .
- C. Offer a portion of the total commission due to other brokers as compensation for producing an acceptable offer to purchase while acting as a transaction coordinator. The portion of the commission offered to transaction coordinators shall be not more than 3.500 percent of the sale price or \$ _____ .

7. **CANCELLATION** This contract can be cancelled only if Seller and Broker agree in writing.

8. **TITLE** Seller warrants that no other party holds an ownership interest in the property. In the event that Broker produces a buyer upon the terms and conditions set forth herein, Seller agrees to convey the property by a good and sufficient warranty deed upon payment of the purchase price. Seller agrees to furnish an Seller's policy of title insurance in the amount of purchase price. Such policy of title insurance shall be subject to such easements and restrictions of record which do not unduly burden the premises but shall be free from all other liens or encumbrances.

9. **DEFAULT** If Seller refuses to complete the sale, then the full commission is due upon refusal. If a buyer refuses to complete the sale and the buyer's earnest money deposit is forfeited, then Broker may (1) apply the deposit to reimburse Broker's expenses in completing Seller's obligations, and (2) keep _____ % of the rest of the deposit (but no more than the full commission) as payment for services rendered.

10. **PICTURES/SIGNS/SHOWINGS** Broker may photograph the property and publish pictures, advertise the availability of the property through any other medium, place a "for sale" sign on the property and remove other "for sale" signs, keep a key, install a lockbox 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.

11. **REFERRALS** Seller will refer to Broker all inquiries about the property received during the term of this contract.

12. **ADDITIONAL OFFERS** Once Seller and a buyer agree on a sales contract, Broker shall not present to Seller any other offers unless Seller and Broker otherwise agree in writing.

13. **OCCUPANCY** Seller will give occupancy 0 days after closing, subject to the rights of tenants,

(name and phone number of tenants, if any)

14. **HEIRS AND SUCCESSORS** This contract binds Seller, Broker, their personal representatives and heirs, and anyone succeeding to their interest in the property.

15. **NON-DISCRIMINATION** As required by law, Seller and Broker agree not to discriminate because of religion, race, color, national origin, age, sex, disability, familial status, or marital status in the sale or lease of the property.

16. **SHOWING PROPERTY/ DUAL AGENCY** Broker can show Seller's property to, and obtain offers from, all potential buyers, including buyers with whom Broker has an agency relationship. In the event a buyer with whom Broker has an agency relationship shall become interested in the property, Broker shall notify both Seller and buyer of its intention to represent both the Seller and buyer and obtain both parties' written consent to the dual representation. *Broker will preserve any confidential information obtained during another agency relationship or in a prior transaction or business relationship. The preservation of this confidential information shall not constitute a breach of any fiduciary duty owned by Broker to Seller.* Broker may show potential buyers properties other than Seller's property and provide buyers with information on selling prices in the area.

17. **INDEMNIFICATION** Seller shall indemnify and hold harmless Broker and Broker'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.

18. **SELLER DISCLOSURES** As required by Michigan law, the Seller agrees to provide the buyer a "Seller's Disclosure Statement" prior to accepting a Buy and Sell Agreement from the buyer, unless the property is exempt under the law. Seller agrees to hold Broker harmless for damages that may occur because of Seller's misrepresentations in the Seller's Disclosure Statement or otherwise as to the condition of the property.

- 19. **UNPLATTED LANDS** If this is an unplatted parcel, the Seller agrees to grant to the buyer the right to make ALL division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. The word "zero" or a specific number should be inserted in the space designated above. If this parcel is a new division, Seller represents that this parcel has been approved by the local municipality, or this sale is subject to said municipal approval.
- 20. **LIMITATION** Seller(s) and Broker agree that any and all claims or lawsuits between the parties relating to this contract must be filed no more than six (6) months after the date of termination of this contract. The parties waive any statute of limitations to the contrary.
- 21. **FAX** This contract and any notices pertaining to this contract, may be transmitted by facsimile.
- 22. SELLER HEREBY ACKNOWLEDGES THAT THE SELLER HAS READ THIS CONTRACT CONSISTING OF 3 PAGES AND HAS RECEIVED A COMPLETED COPY OF THIS CONTRACT.
- 23. **OTHER PROVISIONS** This contract, and the exhibits and attachments specifically referred to herein, constitutes the entire understanding of the parties, and there are no other agreements, express or implied, except: _____

24. **SELLER(S) SIGNATURE** _____ Date: _____
 Signature: *Scott M Abbe* 05/03/2021
 Print Name: Scott M Abbe Home Ph: _____
(first) (middle) (last) Work Ph: (989) 390-4608

Seller () is not a US citizen
 Signature: *Debra J Abbe* 05/03/2021
 Print Name: Debra J Abbe Home Ph: (989) 390-4608
(first) (middle) (last) Work Ph: _____

Seller (X) is () is not a US citizen
 Seller's Address 1705 North Weaver Road, Fairview, MI 48621

25. **SELLER'S RECEIPT** Seller has received a copy of this contract.

26. **SALESPERSON'S SIGNATURE** _____ Date: _____
 This contract is accepted by *Zuesha Lunsford* 05/03/2021 for Broker,
Salesperson's signature
 Print Salesperson's Name Zuesha Lunsford Date: _____
(first) (middle) (last) Office Ph: (989) 590-7612

Salesperson's Address: _____
 Broker's Address: 12412 State Street, Atlanta, MI 49709

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