



ALABAMA REALTORS® 2025 AGENCY EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

NOTICE: This is a legally binding contract. If there are any terms of this document which you do not understand, consult an attorney before signing.

Seller(s) Brandon Keith New and Tonya Deanne New (“Seller”) appoint Qualifying Broker Bryan Taylor, BROKER (“Seller’s Broker”) and, if applicable, Agent Phyllis Taylor, REALTOR, both with Company United Country RE/Taylor RE Solutions, as Seller’s agent, with the exclusive right to sell, trade, convey, or exchange the below property (“Property”) on the below terms:

1. Property Description *(Select at least one.)*

☒ Street Address: 145 Cameron Court
City: Alexandria County: Calhoun, AL Zip: 36250

☒ Legal Description: SEC 27 TSP 14S R 7E BEG 731.22 S & 304.52 W OF SW INT POST OAK RD & RAIL
DB/PB#: _____ PG# _____

☐ Metes/ Bounds (attach description or survey)

2. Listing Period – This Agreement starts on 04/26/2025 and ends on 10/26/2025 at 11:59 p.m. (“Listing Period”), unless extended in writing. *(Under Alabama law, an end date is required.)* The Parties agree to extend the Agreement in writing if the Property is under contract but not closed on the end date. This Agreement may be terminated by either Party in writing at any time, subject to the terms of Paragraph 4.

3. Terms of Sale – Property will be offered for sale on the terms below, or as agreed in the Purchase Agreement.

a. List Price: \$ 524,000.00. (NOTE: If the Sales Price is over \$300,000 and Seller is a non-resident of Alabama and not otherwise exempt, Alabama Code § 40-18-86 requires that the buyer withhold a percentage of the purchase price to pay to the Alabama Department of Revenue.)

b. Acceptable financing types are *(select all that apply)*: ☒ Cash, ☒ Conventional, ☐ HELOC, ☒ VA, ☒ FHA, ☐ Owner Finance, and/ or ☐ Other _____.

4. Seller’s Broker Compensation

- a. **Notice:** Compensation rates/amounts are not set by law or REALTOR® Association rules. Compensation is set by each Broker individually and is negotiable between Seller and Seller’s Broker.
- b. Seller agrees to pay Seller’s Broker: 3% of contract price (\$0/ 0% if left blank).
NOTE: This section should ONLY list compensation for Seller’s Broker. Any compensation to be paid to the buyer’s broker should not be included here.
- c. As required by Alabama law, any compensation listed above is to be paid to Broker, not to Agent. Compensation is due at closing unless otherwise stated and is owed in the following circumstances:
- i. If a buyer purchases the Property during the Listing Period, whether the buyer is secured by Seller’s Broker, Agent, Seller, or another person.
 - ii. If the Property is sold within _____ days (0 if left blank) after the Listing Period to a buyer who was shown the Property during the Listing Period.
 - iii. If Seller defaults under the terms of the Purchase Agreement and fails to close the sale through no fault of the buyer, in which case compensation is due immediately, at the option of Seller’s Broker.
 - iv. Other (if written): _____

Seller(s) Initials

Initial Initial
BK TD N

5. **Optional Buyer's Broker Compensation**

- a. Seller may, but is not required to, offer to pay all or part of buyer's broker's fee(s). This type of offer is not required to list the Property in the MLS, and no offers will be included in the MLS listing. *Seller's written authorization is required before any offer can be made.*
- b. Buyer broker compensation (*select one*) ☒ is authorized ☐ is not authorized. If authorized, Seller will owe both 1) the amount of buyer broker compensation authorized in this Agreement or in the Purchase Agreement and 2) the amount of Seller's Broker's compensation listed in Paragraph 4. Both payments are due at closing unless otherwise specified and are to be disbursed to the Broker(s) by the closing agent/attorney. If a compensation offer is authorized, the Seller is to determine offer amount (*if applicable, select one*):
- i. ☒ Seller authorizes Seller's Broker to make the following broker-to-broker offer: 3% of contract price (\$0/0% if left blank).
- ii. ☐ Seller will negotiate buyer broker compensation with the buyer in the Purchase Agreement. Seller acknowledges that making an offer based on a protected class is a violation of state and federal laws, including the Fair Housing Act, and of this Agreement. If Seller would like to advertise a buyer broker compensation offer, list amount/ rate: _____ (\$0/0% if left blank).

Seller(s) Initials

Initial Initial

6. **Optional Seller Concession:** A seller concession is a payment made by Seller to assist with the buyer's expenses. These expenses may include, but are not limited to, title costs, lender fees, repairs, inspections, surveys, closing attorney fees, and buyer broker compensation. Depending on MLS rules, a seller concession offer may be permitted in the MLS listing but must first be authorized in writing by Seller. It is up to the *buyer* to decide which expense(s) to apply a Seller Concession toward. **The Seller Concession must be listed in the Purchase Agreement to be binding.** Seller (*select one*) ☒ does not authorize OR ☐ authorizes Broker to market a Seller Concession offer. If applicable and known, list Concession amount/rate: _____ (\$0/0% if left blank).

Seller(s) Initials

Initial Initial

7. **Non-Discrimination:** Federal law, state law, the REALTOR® Code of Ethics, and this Agreement prohibit discrimination in the sale or lease of real property based on race, color, national origin, religion, familial status, disability, sex, sexual orientation, or gender identity. Failure by any party to abide by this provision is cause to terminate this Agreement.

8. **Seller's Duties:** Seller agrees to: a) cooperate with Broker/ Agent in the sale of Property, including promptly responding to communications, referring all inquiries about the Property to Broker/Agent promptly, providing keys to the Property, allowing access to the Property during reasonable hours with appropriate notice, timely review all offers presented by Broker/Agent, negotiate in good faith through Broker/Agent, and act in good faith toward the completion of any accepted contract for the sale of the Property; b) carefully read all disclosures, reports, and contracts and comply with the duties and deadlines contained in them; c) pay for reports, investigations, or services provided by professionals which Seller hires; d) convey a merchantable title; e) resolve all public improvements, assessments, and encumbrances unless otherwise agreed upon in writing; f) maintain the Property in its current condition, including any associated cost(s); g) pay any mortgage and/or community association fees which are due during the Listing Period; h) keep in force sufficient hazard insurance; and i) abide by all terms of this Agreement.

9. **Broker's/Agent's Duties to Seller:** Broker/Agent's sole duties to Seller are: a) assist with marketing the Property; b) present all offers to purchase received by Broker/Agent; c) present all offers for sale authorized by Seller; d) assist, to the extent requested by Seller, in negotiating the terms of and filling out a pre-printed real estate sales contract; and e) follow all applicable laws in performing these duties, including the Real Estate Consumer's Agency and Disclosure Act (RECAD), Ala. Code § 34-27-80, et seq.

10. **Limitations of Broker's/Agent's Responsibilities:** Seller understands and agrees that Broker/Agent is not:
- a. an expert on property condition, structural integrity, hazardous conditions, property boundaries, zoning, square

- footage, electrical and plumbing systems, flood zones, financial planning, taxes, mortgages, or other areas requiring special expertise. Seller should seek expert advice from independent professionals regarding any of these matters. Broker/Agent will not warrant the performance of any such professional and is not liable for any acts or omissions by any such professional;
- b. licensed to practice law and cannot give legal advice. Seller should consult an attorney for any concerns related to this Agreement or other document(s) related to the sale of the Property;
 - c. responsible for ensuring that Seller complies with the duties and deadlines contained in any purchase agreement entered into by Seller and that Seller shall be solely responsible for such performance; and
 - d. responsible for monitoring, supervising, or inspecting any portion of construction or repairs to the Property.
11. **Marketing the Property**: Unless otherwise noted, Seller gives Broker/Agent the exclusive right to: place a “For Sale” and/or other appropriate signage on the Property; advertise as Broker/Agent deems best; publish the Property information on the MLS and/or online advertisements; place a lockbox on the Property*; and allow the use of Property information when it is necessary or desirable in marketing the Property.
- *Lockboxes* – Seller hereby releases and holds harmless the MLS and all agents/ brokers for situations beyond their control, including loss, damage, and theft. A lock box is not intended or designed as a security device.
- MLS Disclaimer* – Broker/Agent must follow all rules and regulations of the local and state Association/ Board of REALTORS® and Calhoun County Board of Realtors (MLS).
12. **Dual Agency and Conflict of Interest**: Under Alabama law, the Company/Broker/Agent may legally represent both Seller and the buyer in the same transaction (called Limited Consensual Dual Agency) but may only do so with the written consent of both the buyer and Seller. Since Company/Broker/Agent represents both sides of the same transaction, there may be a limitation on the Company/Broker/Agent’s ability to represent either party fully and/or exclusively. Seller ☒ will allow ☐ will not allow Limited Consensual Dual Agency. If Seller and the buyer authorize Limited Consensual Dual Agency, Seller agrees to complete a Limited Consensual Dual Agency Agreement.
13. **Improvements and Appurtenances**: The purchase price will include all dwellings, storage buildings, improvements, and appurtenances that are presently in and on the Property. Any of these items that are to be excluded from sale, or additional items that are to be included in the sale, must be agreed upon in the Purchase Agreement to be binding. The following is for planning purposes only:
- Additional items to remain:
 - Items to be excluded from sale:
14. **Disclosures**: Seller authorizes Broker/Agent to disclose the following, as required by law: 1) known defects and conditions that affect health/ safety and are not known or readily observable to the buyer; 2) disclosures that must be provided when Broker/Agent has a fiduciary duty to the buyer; and 3) instances of specific inquiry by the buyer. Broker/Agent does not have any responsibility to discover latent defects.
- *Property Disclosure* - Seller ☒ will provide ☐ will not provide a Property Condition Disclosure Statement. (NOTE: Neither Alabama law nor REALTOR® Association rules require a Property Condition Disclosure Statement.)
 - *Community Associations* – Property ☐ is ☒ is not subject to Homeowner (“HOA”)/ Condominium Association/ other similar association fees ☐ unknown. If Property is subject to association fees, Seller agrees 1) to complete a Community Association Disclosure and 2) to pay any outstanding fees prior to or at closing.
 - *Lead Paint* – If Property is a residential dwelling, was it constructed prior to 1978? ☐ Yes ☒ No.
If yes, federal law requires a lead-based paint disclosure statement to be provided to prospective buyers.
15. **Agency/ Brokerage Services Disclosure**: As required by Alabama law, Broker/Agent has provided Seller with a Real Estate Brokerages Services Disclosure Form describing the alternative types of brokerage services available and the specific types of brokerage services that are available from Broker/ Agent.

16. **Seller's Warranty of Authority and Accuracy; Seller's Hold Harmless:** Seller warrants that (s)he has full authority to sell Property and to convey title. If the title to Property is not merchantable, Broker/Agent may terminate this Agreement. If Seller has an executed Purchase Agreement for Property but has not closed, Seller warrants that the assignment has been approved by the Property's legal title holder, and any legal documents related to the Property (covenants, HOA documents, etc.) will not prevent title transfer to another buyer.

Seller has reviewed this Agreement. All Property information was provided by Seller and is accurate and complete to the best of Seller's knowledge. Seller agrees to defend, indemnify, and hold harmless Company/Broker/Agent and the above-named MLS against any claims (including court costs and attorney's fees) relating to the information provided by Seller. Seller agrees that Broker/Agent is not responsible for damage to personal or real property due to vandalism, theft, freezing water pipes, or any other damages or loss, including but not limited to death or personal injuries sustained on the Property, attorney fees, and court costs. ***If Property is to be vacant, Seller agrees to obtain vacancy insurance.***

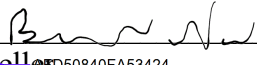
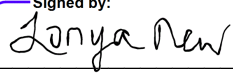
17. **Mediation and Arbitration/ Waiver of Trial by Jury:** All claims relating to this Agreement shall be submitted to mediation with a mutually agreed upon mediator within forty-five (45) days of notice of the claim. In the event no mediated resolution is reached within sixty (60) days of the party's notice of the claim, all claims will be resolved by binding arbitration in Alabama. The parties shall work together in good faith to select one (1) mutually acceptable arbitrator, who is an Alabama licensed attorney in good standing with the State Bar of Alabama, to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitrator, the arbitrator shall be selected as follows: Each party shall simultaneously exchange with the other party a list of three arbitrators acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitrator that is common to both lists, that arbitrator shall administer and conduct the arbitration. If there is more than one arbitrator that is common to both lists, the parties shall either mutually agree on which arbitrator shall be selected or flip a coin to select the arbitrator. If there is not initially a common arbitrator on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The arbitration shall be conducted in accordance with the Alabama Supreme Court Commission on Dispute Resolution Guidelines for Arbitration Proceedings.

Each party acknowledges that (s)he is knowingly waiving the right to a trial by jury relating to all claims. All disputes concerning the arbitrability of any claim or the enforceability or scope of this provision will be subject to the same binding arbitration. The losing party will bear the cost of the arbitrator and any attorney's fees incurred in pursuing or defending the claim or dispute; provided the arbitrator will have the authority to equitably apportion and award costs as a part of this award to the extent authorized by applicable law. The arbitrator will follow the law applicable to any such claim. The determination of the arbitrator will be final, binding on the parties, non-appealable, and may be entered in any court of competent jurisdiction to enforce it. All claims shall be brought by a party in his or her individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The Parties acknowledge and agree that the transactions contemplated by and relating to this Agreement, which may include the use of materials or components which are obtained from out-of-state, and which otherwise include the use of interstate mails, roadways and commerce, involve interstate commerce, as that term is defined in the Federal Arbitration Act, 9 U.S.C. § 2. Notwithstanding anything to the contrary contained herein, this agreement to arbitrate shall not apply to: (1) any claim regarding the handling and disbursement of earnest money; and (2) any claim of Broker regarding the entitlement to or the non-payment of a real estate commission hereunder.

18. **Sole Agreement:** This is the only agreement between the Parties. Any statements, representations, or promises not included in this Agreement or an attachment will be of no effect. Seller agrees that there is no other listing agreement, purchase agreement, or other agreement related to the Property that has not expired or been terminated. Any amendments to this Agreement must be in writing and signed by all Parties.

19. Additional Provisions:

SIGNATURES:

Signed by: _____ 4/26/2025

 Seller _____ Date
 Signed by: _____ 4/27/2025

 Seller _____ Date

Signed by: _____ 4/26/2025

 Broker or Agent _____ Date

CONTACT INFORMATION

Seller
 Mailing Address: 145 Cameron Court; Alexandria, AL 36250
 Telephone: 256-239-1995; 256-239-3539 Email: brandonnew51806@gmail.com; tnew@jsu.edu

Broker/Agent
 Mailing Address: 1654 Pelham Road South; Jacksonville, AL 36265
 Telephone: 256-238-3999 Email: pjoytaylor@gmail.com