ALABAMA REALTORS® 2024
EXCLUSIVE RIGHT TO SELL PROPERTY 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): Charles Glass ("Seller")
Qualifying Broker: Bryan Taylor ("Seller's Broker" or "Broker")
If applicable, Agent: _____ Company: UCRE - Taylor Real Estate Solutions

Seller appoints Broker/Agent as Seller's Agent with the exclusive right to sell, trade, convey, or exchange the below-described property ("Property"), on the following terms:

1. **Property Description** *(Select at least one.)*
☐ Street Address: 141 Holder Lane
City: Jacksonville County: Calhoun, AL Zip: 36265

☐ Legal Description: _____
_____ DB/PB#: _____ PG# _____

☐ Metes/ Bounds (attach description or survey)

2. **Listing Period** – This Agreement will begin on July 8, 2025 and end on _____ at 11:59 p.m. ("Listing Period"), unless extended in writing. (Notice: *Under Alabama Code § 34-27-36(a)(25), an end date is required.*) The Parties agree to extend the Agreement in writing if the Property is under contract but not yet closed on the end date. This Agreement may be terminated by either party in writing at any time.

3. **Terms of Sale** – Property will be offered for sale on the following terms, or on terms agreed upon in the Purchase Agreement.
   a. List Price: $ 174,000.00.
      i. If the Sales Price is over $300,000 and Seller is a non-resident of Alabama, as defined by Alabama Code § 40-18-86, and not otherwise exempt, Alabama law requires that the buyer withhold a certain percentage of the purchase price and pay those withheld funds 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: _____.
   c. ☐ Property to be sold AS IS. *(select if applicable)*
   d. During the Listing Period, Seller agrees to i) maintain the Property in its current condition, including paying any debts incurred in maintaining the Property, ii) pay the mortgage and/or community association dues, and iii) in force sufficient hazard insurance.

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 the gross sales price, and ☐ Other _____ _____ (all 0 if left blank).
   c. As required by Alabama law, the compensation listed above, if any, is to be paid to Broker, not to Agent. Compensation is due at closing unless otherwise specified and is due 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 _____ _____

5. **Optional Buyer's Broker Compensation**
   a. Seller may, *but is not required to*, offer compensation to buyer's broker. Such an 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 prior to any offer being made.*
   b. Broker ☐ is authorized OR ☐ is not authorized to offer compensation to buyer's broker. If authorized, select one:
      i. ☐ Payment will be made by Seller's Broker out of the compensation due to Seller's Broker under Paragraph 4; **OR**
      ii. ☐ Payment will be made in addition to the compensation due to Seller's Broker under Paragraph 4. Payment will be made by Seller's Broker after the funds are provided by Seller to Seller's Broker.
   c. If compensation offers are authorized, the Seller is to determine how much compensation to offer *(if applicable, select one)*:
      i. ■ The same offer to any buyers' broker: ☐ $_____, ☐ 3_____% of the gross sales price, and ☐ Other _____ _____ (all 0 if left blank).
      ii. ☐ Offer to be based on type of buyer brokerage service:
         1. Buyers' Agents: ☐ $_____, ☐ _____% of the gross sales price, and ☐ Other _____ _____ (all 0 if left blank).
         2. Transaction Brokers: ☐ $_____, ☐ _____% of the gross sales price, and ☐ Other _____ _____ (all 0 if left blank).
      iii. ☐ Offers to be made on a case-by-case basis. (A separate written authorization is required.) Seller acknowledges that making offers based on a protected class is a violation of state and federal laws, including the Fair Housing Act, and that this Agreement is subject to a Non-Discrimination Clause, Paragraph 7.

Seller(s) Initials _____ _____

6. **Optional Seller Concession**

Seller concessions are payments that a seller agrees to contribute toward buyer expenses. Costs that concessions may be applied to include, but are not limited to, costs of title, 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. Seller may not specify which expense(s) the buyer is permitted to apply concession funds toward.

Seller ☐ does not authorize OR ☐ authorizes a Seller Concession offer. If applicable and known, list Concession amount or rate: _____.

Seller(s) Initials _____ _____

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 Broker, Agent, Company, or Seller to abide by this provision is cause to terminate this Agreement.

Seller(s) Initials _____ _____

8. **Seller's Duties** – Seller agrees to:

a) cooperate in the sale of Property, including timely responding to communications from Broker/Agent, referring all inquiries about the Property to Broker/Agent promptly, allowing access to the Property, and furnishing Broker/Agent with keys to the Property; b) make Property available for showing to prospective buyers during reasonable hours with reasonable notice; c) timely review all offers presented by Broker/Agent; d) negotiate in good faith through the Broker to sell the property; e) act in good faith toward the completion of any contract entered into for the sale of the Property; f) carefully read all disclosures, reports, and contracts and comply with the duties and deadlines contained therein; g) pay for reports, investigations, or services provided by professionals which Seller hires; h) convey a merchantable title; i) prorate taxes, leases, and/or association fees through the date of conveyance of title; j) resolve all public improvements, assessments, and encumbrances unless otherwise agreed upon in writing; and k) 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 obtain legal advice from a licensed attorney regarding any

matter of concern regarding this Agreement or any documents the Seller may be presented for 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 to monitor, supervise, or inspect any portion of construction or repairs to the Property.

11. **Marketing the Property** – Seller gives Broker/Agent the exclusive right to:

i.	Place a "For Sale" or other appropriate sign(s) on the Property	■Yes ❑No
ii.	Advertise as Broker/Agent deems best	■Yes ❑No
iii.	Publish the Property information in the MLS	■Yes ❑No
iv.	Place a lockbox on the Property*	■Yes ❑No
v.	Allow the use of Property information when necessary or desirable in marketing the Property	■Yes ❑No

**Lockboxes* – If applicable, Seller hereby releases and holds harmless the MLS and all agents and brokers from all responsibility for situations beyond their control including loss, damage, and theft. A lock box is not intended or designed as a security device.

MLS Disclaimer – Seller instructs Broker/Agent to abide by all rules and regulations of the local and state Association/ Board of REALTORS® and the Birmingham MLS (insert name of MLS).

Seller(s) Initials _____ _____

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. **Earnest Money**

Any earnest money provided in connection with a Purchase Agreement will be held in trust according to the terms of the Purchase Agreement. If such Purchase Agreement is accepted and signed by all parties but does not close, a mutual release signed by all parties to the Purchase Agreement will be required to disburse the earnest money. If a dispute over earnest money arises and an Alabama real estate licensee holds the funds, the licensee may (1) retain the funds until there is a written mutual release from all parties; (2) interplead the disputed funds into the appropriate court (in which case the licensee is entitled to deduct court costs, attorney fees, and similar expenses related to the interpleader from the earnest money); or (3) disburse the funds according to the non-appealable order of a court of competent jurisdiction. (*See* Alabama Real Estate License Law Rule: 790-X-3-.03.)

14. **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: Appliances

These items are to be excluded from sale: _____

15. **Lead-Based 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.

16. **Wood Infestation Report**

Under the terms of the Purchase Agreement, Seller may be required to furnish the buyer with a written Alabama Wood Infestation Report issued by a licensed pest control company. The Wood Infestation Report must be dated according to the terms of the Purchase Agreement. Seller ❑ does ☑ does not have a current termite contract in place for this Property. Seller ❑ is ❑ is not aware of any previous termite infestation or damage.

17. **Disclosure**
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 the 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.)

Flood Plain - Seller ☐ is ■ is not aware whether the Property lies in a flood plain. Seller ☐ does ■ does not presently have a flood insurance policy.

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.

18. **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.

19. **Seller's Warranty of Authority and Accuracy; Seller's Hold Harmless**
Seller warrants that (s)he has complete authority to sell Property and to convey title by deed. 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 with the owner of title, Seller warrants that this assignment of equitable title has been approved by the holder of legal title to the Property, and any legal documents related to the Property (covenants, HOA documents, etc.) will not prevent transfer of title to another buyer.

Seller has reviewed this Agreement. All information relating to the Property 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) or other damages or expenses relating to an actual or alleged inaccuracy or incompleteness of the information provided by the Seller. Seller agrees that Broker/Agent will not be 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.

20. **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.

21. **Sole Agreement**

This is the sole agreement between the Parties. Any statements, representations, or promises not included in this Agreement or an attachment will be of no effect. Seller warrants that no prior agreement exists on the Property, whether a listing agreement, purchase agreement, or otherwise, that has not expired or been terminated. Any amendments must be in writing and signed by all Parties.

22. **Additional Provisions**

SIGNATURES:

Broker or Agent _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

CONTACT INFORMATION

Seller

Mailing Address: _____

City/State/Zip: _____

Home Phone: _____ Cell Phone: _____ Email: _____

Broker/Agent

Mailing Address: _____

City/State/Zip: _____

Work Phone: _____ Cell Phone: _____ Email: _____

Alabama REALTORS® 2024
Limited Consensual Dual Agency Agreement

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

The following Limited Consensual Dual Agency Agreement is entered into this _____ day of _____, 20_____ by and between Seller(s) Charles Glass _____ ("Seller") and Buyer(s) _____ ("Buyer") with regard to property located at _____ _____ ("Property").

1. Seller and Buyer hereby acknowledge and agree that UCRE Taylor Real Estate Solutions _____ ("Company") and its Agents (referred to together, or interchangeably as "Broker") represent both Buyer and Seller in this transaction and that Broker has been and is now the Agent of both Seller and Buyer with respect to this transaction. Seller and Buyer do hereby specifically give consent to this dual representation.

2. Seller, Buyer, and Broker understand that Limited Consensual Dual Agency can create conflicts of interest or the appearance of conflicts of interest. Therefore, Broker will remain impartial and will not represent the interests of one party to the exclusion or detriment of the interests of the other party and the parties hereto waive all claims currently existing or which may arise in the future in connection with the conflict of interest and/or limited consensual dual agency.

3. The parties agree that Broker (a) has not, and will not, without the express written permission of Seller, disclose to Buyer that Seller is willing to sell the property for less than the listing price or any lower price offered in writing by the Seller; and (b) has not, and will not, without the express written permission of the Buyer, disclose to Seller that Buyer is willing to pay more than any price offered in writing by the Buyer.

4. Both Buyer and Seller acknowledge that they have been advised to seek competent legal and tax advice regarding all documents executed in connection with this transaction.

5. This Limited Consensual Dual Agency Agreement does not void any agency agreement previously signed by Seller or Buyer and Broker; however, where this Limited Consensual Dual Agency Agreement contradicts or conflicts with any previously executed agency agreement, the language of this Limited Consensual Dual Agency Agreement shall control.

We, the undersigned, have read and understand the above Limited Consensual Dual Agency Agreement.

Seller	**Date**	**Buyer**	**Date**
Seller	**Date**	**Buyer**	**Date**
Witness	**Date**	**Witness**	**Date**

[redacted]

NOTE: Broker compensation rates/amounts are not set by law or REALTOR® Association rules and are negotiable in every transaction.

ALABAMA REALTORS® 2024 SELLER'S ESTIMATED CLOSING STATEMENT

Property: 141 Holder Lane Jacksonville AL 36265

Purpose of Estimate: ☐ **Offer** ☐ **Counter-offer** ■ **Listing**

Seller: Charles Glass

Buyer:

Brokerage: UCRE Taylor Real Estate Solutions **Agent:** Bryan Taylor and McKaden Prickett

Price		$ 174,000
	Less:	
Mortgage Balance*		$
Other Mortgage/Secured Loan (e.g. HELOC, Liens)*		$
Tax Proration*		$
Interest Proration*		$
Seller Broker Compensation 3.00 %		$ ~~0.00~~ 5220
Buyer Broker Compensation ____ %		$ 0.00
Brokerage Transaction Fee		$
Discount Points**		$
Seller's Concession to Buyer		$
Closing Agent/Attorney		$
Deed Preparation/Recording Fees		$ 125
Home Warranty		$
Termite Inspection		$
Appraisal Fee		$
HOA/Condo Fees		$
Transfer Fees		$
Title Insurance		$
Lender Required Fees Paid By Seller (if applicable)		$
		$
		$
		$
		$
		$
Estimated Total Deductions		$

Estimated Net to Seller (does not include any required repairs, liens, judgments, taxes, and prorated interest if *unknown* at this time) ..... $ ~~0.00~~ 168,655

*Approximate amount based on information furnished by the Seller

** Discount points are subject to change

DISCLAIMER: The above figures are estimates only and subject to change at or before closing. This is not a closing statement required from financial institution. Neither broker nor agent makes any representation as to the accuracy or correctness of the items or amounts shown. Seller may obtain exact items and amounts from the closing attorney. Seller acknowledges understanding of this disclaimer and receipt of this Seller's Estimated Closing Statement by signing below.

Seller: _____ Seller: _____

Date: _____ Prepared by: Bryan Taylor

Real Estate Consumers Agency and Disclosure

RECAD

REALTOR®

THE RULE

RULE 790-X-3.13. Agency/Brokerage Services Disclosure

(1) The Real Estate Consumers Agency and Disclosure Act (RECAD) requires the Alabama Real Estate Commission to write a Real Estate Brokerage Services Disclosure form which describes the alternative types of brokerage services available to consumers in Alabama transactions. The use of this form is mandatory as required by RECAD and this rule. Additionally, the Commission has written a Consumer Information booklet which is optional and may be used by any licensees who choose to use it.

(2) Licensees, except those engaged in rental or property management services, and those in transactions set out in Section 34-27-82(d), are required to provide the Real Estate Brokerage Services Disclosure form to the consumer as soon as reasonably possible for his or her signature. Consumers are not required by law to sign the form, although the licensee should encourage that it be signed. If the consumer declines to sign, the licensee shall make a note to this effect on the form. The texts of the optional Consumer Information Booklet and the mandatory form follow:

A Consumer Information Booklet

What Consumers Need To Know When Working with a Real Estate Broker
As real estate transactions have become more complex and varied, the types of real estate brokerage arrangements available to the public have evolved to meet the changing needs of consumers entering this market. This booklet is intended to provide buyers and sellers with a description of the different types of brokerage arrangements so that consumers can choose the type of brokerage services best suited to their needs.

Know Your Rights
At the initial contact between a licensee (both sales persons and brokers) and the public, the licensee shall be considered to be a transaction broker. As soon as reasonably possible and before the exchange of confidential information, Alabama law requires the licensee to provide you with a written disclosure form that describe different types of brokerage arrangements. You are encouraged to read and sign this disclosure form.

After disclosure you may then choose the type of brokerage agreement best suited to your needs. This brokerage agreement will contain a statement of the specific brokerage services the broker will provide. In the absence of a signed brokerage agreement, the transaction brokerage relationship will remain in effect. Make sure you talk to the real estate licensee with whom you are working to determine the type of services you need or will receive under alternative brokerage arrangements.

Customer or Client?
The most important thing you need to know when working with real estate licensee is whether you are a client or a customer. A licensee owes certain duties to a client that are different from the services the licensee performs for a customer.

Agent and Client
An agent is a person who acts for or represents you in negotiations with other parties. The client or principal is the person the agent represents. The licensee when acting as an agent must loyally represent the best interest of the client by placing the interests of the client ahead of the interests of any other party. In a real estate transaction, when a real estate salesperson is employed as an agent, the salesperson is obligated to negotiate the best price and terms for his or her client.

What is a Customer?
A customer is a person who is provided services by a real estate broker, but who is not a client of the broker. In this case, the real estate licensee is not acting as an agent. The actual services you receive from a real estate broker depend on the arrangement that is established between you and the licensee. The different types of real estate agreements are described below.

There are basically three types of real estate brokerage relationships that can be established between the consumer and a real estate licensee: Single agency, limited consensual dual agency, a contract brokerage arrangement.

Transaction Brokerage
Transaction brokerage describes a brokerage arrangement whereby the real estate licensee assists one or more parties, who are customers, in a contemplated real estate transaction, without being the agent, fiduciary, or advocate of that party to the transaction. This means that real estate brokers and salespeople can act as intermediaries between buyers and sellers. With this type of brokerage arrangement, home buyers and sellers are customers and not clients of the licensees with whom they are working. The basic function of the licensee is to bring buyers and sellers together so that a real estate sale can be completed. Sellers will employ the licensee to help market the real estate by identifying qualified buyers and showing their properties to prospective purchasers. This will usually also involve advertising properties for sale in newspapers and other media. Sellers will commonly also rely on the expertise, experience, advice of the real estate licensee to help make their property ready for sale and determine an appropriate asking price. Buyers, in turn, rely on the services of brokers to find and show them suitable real estate that they can afford and have the desired characteristics. Real estate professionals may also help consumers obtain mortgage financing as well as assist them with finalizing the real estate sale and recording the deed and other documents associated with the sale.

Transaction brokerage arrangements are usually best suited for consumers who are primarily interested in the marketing services and expertise that can be provided by real estate professionals, but who do not need an agent to represent them in the negotiations for the sale or purchase of real estate. Under a transaction brokerage, the licensee must provide brokerage services to parties honestly and in good faith and avoid showing favoritism to either buyer or seller. Alabama law also requires all licensees exercise reasonable care and skill when providing brokerage services, answer all questions completely and accurately, and present all written purchase offers to sellers promptly and in a truthful manner.

Licensees must also keep confidential any information given to them in confidence, unless disclosure of this information is required by law. For sellers, this means that licensees must answer a buyer's questions about the condition of the property completely honestly. In addition, the buyer must be told about any hidden defects known to the licensee that could affect the health or safety of occupants.

Single Agency
A single agency arrangement describes a relationship whereby the real estate licensee represents only one party in a real estate sale transaction. In the case of a single agency brokerage arrangement, the real estate licensee

represents either the buyer or the seller, but not both parties to the real estate transaction. This type of brokerage arrangement is most appropriate for consumers who need the advice and negotiating skills of real estate professionals in addition to their marketing services. If a seller enters into single agency agreement with a real estate broker, the broker is referred to as a seller's agent. Under this arrangement the broker must represent only the seller in the negotiations with buyers. Here the broker will seek the highest possible price and best possible sale terms for the seller. This type of brokerage arrangement can involve the use of subagents, especially in situations where properties are marketed through a multiple listing service.

Subagents are empowered to act for another broker in performing real estate services for that broker. The subagent owes the same duties to the broker's client as the broker. If a broker is an agent to the seller, then the subagent is also the seller's agent. When examining properties advertised through a multiple listing service it is important for buyers to determine whether the licensee that is showing them properties is acting in the capacity of a transaction broker, seller's agent or as a subagent of the seller.

Buyers should exercise care with respect to the information they reveal to licensees working as seller agents. For example, if you are the customer it would not be wise to tell a licensee the maximum price you would be willing to pay for a particular property when considering making a formal purchase offer. If you are the customer, the broker's primary responsibility is to the seller. In this case, the licensee, as the seller's agent, must convey such information to the seller.

A buyer's agent describes a real estate licensee who is employed by and represents only the buyer in a real estate transaction. This relationship is created by a written contract. This contract should clearly state the service the agent will perform for the buyer as well as specify how the licensee is paid for services rendered in connection with the real estate sale. In this case, the buyer is the client or principal and the real estate broker is the agent of and represents the buyer in dealings with sellers.

This type of real estate brokerage agreement should be used when the buyer needs guidance and representation when negotiating with sellers to purchase real estate. Buyers moving to a new location and who are unfamiliar with local market conditions would be those consumers most likely to benefit from this type of agency arrangement. It is becoming increasingly common in multiple listing situations for the selling broker (a licensee working with and showing properties to the buyer) to be an agent of the buyer and the listing broker to represent the owner-seller. Here, both the buyer and seller, working through their respective agents, could negotiate at arm's length with the benefit of professional help.

Limited Consensual Dual Agent

Limited consensual dual agency is an agency relationship where real estate brokerage company represents both the buyer and the seller in the same real estate transaction. Consensual dual agency requires the licensee to obtain the written consent of both the buyer and the seller to act as their agent. The two most common circumstances where dual agency is encountered are (1) when two or more salespersons licensed under the same broker each represent a different party to the transaction, and (2) when one licensee represents both the buyer and seller in the same sales transaction.

One major advantage of limited consensual dual agency is that it allows broader marketing opportunities than single agency arrangements. With this type of contract, salespeople can show houses of owners that they represent as agents to their buyer clients. Consensual dual agency is common in the larger real estate markets where real estate companies often have a large number of properties listed for sale. Many of these properties may be desirable to their buyers. With a dual agency agreement, the properties can be shown to their buyer clients.

In the case of dual agency, the principle function of the licensee is to help both parties reach a mutually satisfactory outcome to their negotiations. The dual agent must avoid showing favoritism to either party and refrain from revealing confidential information that could prove detrimental to one side or the other. Although buyers and sellers may not benefit from the full range of services or agent loyalty that could otherwise be provided with a single agency arrangement, consensual dual agency does offer consumers more assistance and guidance than would be possible under a contract brokerage agreement.

When considering signing a dual agency agreement, it is very important that you talk with the broker to determine the types of services that will be provided, and what types of information you will share with the broker and broker's other clients.

Conclusion

After reading this consumer information booklet, you should sign a brokerage agreement that contains a statement of the services to be provided by the real estate professional. Remember, if you do not sign a brokerage agreement, by law, the licensee working with you will be considered a transaction broker. Ask your real estate licensee to clarify and explain anything in this booklet that you do not fully understand before signing a contract for real estate brokerage services. You are encouraged to sign the disclosure form and retain copy for your records.

THIS IS FOR INFORMATION PURPOSES.
THIS IS NOT A CONTRACT.

REAL ESTATE BROKERAGE SERVICES DISCLOSURE

* Alabama law requires you, the consumer, to be informed about the types of services which real estate licensees may perform. The purpose of this disclosure is to give you a summary of these services.

A SINGLE AGENT is a licensee who represents only one party in a sale. That is, a single agent represents his or her client. The client may be either the seller or the buyer. A single agent must be completely loyal and faithful to the client.

A SUB-AGENT is another agent/licensee who also represents only one party in a sale. A sub-agent helps the agent represent the same client. The client may be either the seller or the buyer. A sub-agent must also be completely loyal and faithful to the client.

A LIMITED CONSENSUAL DUAL AGENT is a licensee for both the buyer and the seller. This may only be done with the written, informed consent of all parties. This type of agent must also be loyal and faithful to the client, except where the duties owed to the clients conflict with one another.

A TRANSACTION BROKER assists one or more parties, who are customers, in a sale. A transaction broker is not an agent and does not perform the same services as an agent.

* Alabama law imposes the following obligations on all real estate licensees to all parties, no matter their relationship:

1. To provide services honestly and in good faith;
2. To exercise reasonable care and skill;
3. To keep confidential any information gained in confidence, unless disclosure is required by law or duty to a client, the information becomes public knowledge, or disclosure is authorized in writing;
4. Present all written offers promptly to the seller;
5. Answer your questions completely and accurately.

Further, even if you are working with a licensee who is not your agent, there are many things the licensee may do to assist you. Some examples are:

1. Provide information about properties;
2. Show properties;
3. Assist in making a written offer;
4. Provide information on financing.

You should choose which type of service you want from a licensee, and sign a brokerage service agreement. If you do not sign an agreement, by law the licensee working with you is a transaction broker.

The licensee's broker is required by law to have on file an office policy describing the company's brokerage services. You should feel free to ask any questions you have.

The Alabama Real Estate Commission requires the real estate licensee to sign, date, and provide you a copy of this form. Your signature is not required by law or rule, but would be appreciated.

Statutory Authority: Code of Ala.1975, " 34-27-8, 34-27-82, 34-27-87.

Name of licensee Bryan Taylor

Signature _____

Date 07/07/2-25

Consumer name _____

Signature _____

Consumer name _____

Signature _____

Date _____

NOTE: Broker compensation rates/ amounts are not set by law or REALTOR® Association rules and are negotiable in every transaction.

Authorized for use by Bryan Taylor

Alabama REALTORS® 2024
Property Condition Disclosure Form

To Be Completed by Seller(s): Seller's Initials _____ Seller's Initials_____

Disclaimer: Use of this Disclosure is voluntary and for those who make an independent determination as to the need for the form's use. Use of this form may impact the legal rights and responsibilities of the Seller and Buyer. ***By making this form available, Alabama Association of REALTORS® does not recommend or endorse its use or non-use. This form should be used by an agent only with the Qualifying Broker's approval.*** This Disclosure is not intended to be incorporated as part of a Purchase Agreement.

Notice to Seller: Under Alabama law, Seller is under no duty to disclose a known defect or condition unless the defect or condition poses a threat to the health and safety of inhabitants or is a latent structural defect, as defined by Alabama law. By completing this form, Seller acknowledges to Buyer that Seller knows of no defects other than those disclosed in this form, to the best of Seller's knowledge. **This is a legally binding document. If you do not understand any portion of this form, consult with an attorney prior to completing the form.**

Notice to Buyer: The declarations and information contained in this disclosure are not warranties, express or implied, and are not intended to substitute for inspections that the Buyer may wish to obtain. The disclosure is based solely on Seller's knowledge of the Property and without assistance or direction from Seller's Agent & Broker.

Seller(s) Name(s): Charles Glass

Property Address or Description: 141 Holder Lane Jacksonville AL 36265

Does Seller currently occupy the property? ☐ Yes ☒ No

If no, how long has it been since Seller occupied property? _____

	Yes	No	Unknown	N/A
1. Environmental Issues				
(a) Was the house built before 1978?	☑	☐	☐	☐
(b) Were urea formaldehyde, asbestos-based materials, or lead-based paint used in or on this home?	☐	☑	☐	☐
(c) Has the home had any testing for radon gas? If tested, results:	☐	☑	☐	☐
(d) Are there any underground storage tanks, old septic tanks, field lines, dirt pits, hazardous material dumps or abandoned wells on the property?	☑	☐	☐	☐
(e) Is there any part of the property which was previously used for the manufacture of methamphetamine?	☐	☑	☐	☐
2. House Systems				
Do you know of existing problems affecting:				
(a) Plumbing (Including Fixtures)	☐	☑	☐	☐
(b) Electrical System	☐	☑	☐	☐
(c) Appliances	☐	☑	☐	☐
(d) Garbage Disposal	☐	☐	☐	☑
(e) Floors	☐	☑	☐	☐
(f) Interior Walls	☐	☑	☐	☐
(g) Doors and Windows	☐	☑	☐	☐
(h) Ceiling and Attic Fans	☐	☑	☐	☐
(i) Security System	☐	☐	☐	☑
(j) Fire/ Smoke/ Carbon Monoxide Detection System	☐	☑	☐	☐
(k) Sump Pump	☐	☑	☐	☑
(l) Chimney, Fireplace and/or Inserts	☐	☐	☐	☑

	Yes	No	Unknown	N/A
(m) Water Heater	☐	☑	☐	☐
(n) Outdoor Deck/ Patio	☐	☑	☐	☐
(o) Pool, Hot Tub and/or Sauna	☐	☐	☐	☑
(p) Sprinkler System	☐	☐	☐	☑
(q) Heating – Approximate Age: 3yrs Old	☐	☑	☐	☐
(r) Cooling/ Air Conditioning – Approximate Age 3yrs Old	☐	☑	☐	☐
(s) Additional Structures (e.g., storage shed)	☐	☑	☐	☐
(t) Other:	☐	☐	☐	☐
Explain:				
3. Foundation/Structure/Basement/Exterior Finish				
(a) Any defects or problems, current or past, to the foundation or slab?	☐	☑	☐	☐
(b) Any defects or problems, current or past, to the structure or exterior veneer?	☐	☑	☐	☐
(c) Does the house have Exterior Finish and Insulation System (EIFS) siding?	☐	☑	☐	☐
(d) Any defects or problems, current or past, to the EIFS siding?	☐	☑	☐	☐
(e) Any defects or problems, current or past, to the basement, including any leaks or repairs?	☐	☑	☐	☐
Explain:				
4. Termites/ Wood Destroying Organisms/ Fungi/ Etc.				
(a) Any signs, active or previous, of termites, powder post, wood boring beetles, or wood decaying fungus?	☐	☑	☐	☐
(b) Any damage due to wood infestation?	☐	☑	☐	☐
(c) Has the house (or any improvements) been treated for wood infestation? If yes: when, by whom, and were any warranties provided?	☐	☑	☐	☐
(d) Is there a current contract with a treatment company? Company name? Contract termination date? Transferable? Replacement or repair provision? (Add answer to explain section)	☐	☑	☐	☐
Explain:				
5. Roof				
(a) Type of roof? Metal	☐	☑	☐	☐
(b) Approximate age of roof? 5 yrs	☐	☐	☐	☐
(c) Has the roof leaked at any time since you have owned or lived in the property?	☐	☑	☐	☐
Explain:				

	Yes	No	Unknown	N/A
6. Land/Drainage				
(a) Are there any soil stability problems?	☐	☑	☐	☐
(b) Has the property ever had drainage, flooding, or grading problems?	☐	☑	☐	☐
(c) Is the property wholly or partially located in a floodplain, floodway, flood pool, or reservoir?	☐	☑	☐	☐
(d) Is there a retention/detention basin, pond, lake, creek, spring, or water shed on or adjoining the property?	☐	☑	☐	☐
(e) Has the property ever had water damage which was not due to a flood event?	☐	☑	☐	☐
Explain:				
7. Boundaries				
(a) Do you have a previous survey of the property?	☑	☐	☐	☐
(b) Have you made any improvements since the last survey?	☐	☑	☐	☐
(c) Are there any encroachments or unrecorded easements relating to the property of which you are aware?	☐	☑	☐	☐
Explain:				
8. Water Supply				
(a) Source of water supply? Public ☑ Private Well ☐ Shared Well ☐ Lake/Pond ☐				
(b) Are there any known defects with water supply or pressure?	☐	☑	☐	☐
9. Sewer System				
(a) Property is serviced by: Public Sewer ☐ Private Sewer ☐ Septic Tank ☑ None ☐				
(b) Does your system require a pump/lift?	☐	☑	☐	☐
(c) Any known defects with the sewer system?	☐	☑	☐	☐
(d) If on a septic, when was it last pumped/serviced? 3 yrs new field line	☐	☑	☐	☐
(e) If serviced by a public or private sewer, is there an associated maintenance fee? If so, how much? $_____	☐	☑	☐	☐
Explain:				
10. Construction/Remodeling				
(a) Since you have owned the property, have there been any additions, structural modifications, or other alterations made?	☐	☑	☐	☐
(b) Have you been notified of any building code violations?	☐	☑	☐	☐
11. Homeowner's/Condominium Associations				
(a) Is the property subject to rules or regulations of a homeowner's or condominium association?	☐	☑	☐	☐
(b) If the property is subject to a homeowner's or condominium association, what is the yearly assessment? $_____ Is the assessment mandatory ☐ or voluntary ☐ ?				
(c) Are you aware of any condition that may result in an increase in taxes or assessments?	☐	☑	☐	☐
Explain:				

	Yes	No	Unknown	N/A
12. Miscellaneous				
(a) Has any part of the property undergone fire damage?	☐	☑	☐	☐
(b) Is there any existing or threatened legal action affecting this property?	☐	☑	☐	☐
(c) Are there any burial plots on the property?	☐	☑	☐	☐
(d) Are any features of the property shared in common with adjoining landowners (e.g., walls, fences, driveways, etc.)?	☐	☑	☐	☐
(e) Are there any assessments other than property assessments that apply to this property (e.g., sewer assessments, etc.)?	☐	☑	☐	☐
(f) Are you aware of any other conditions or defects on the property which materially affect human health and safety?	☐	☑	☐	☐

Explain:

Additional Information:

The information provided is true and correct to the best of my knowledge, and I give permission to my broker to share this information with prospective buyer(s).

SELLER SIGNATURE DATE

SELLER SIGNATURE DATE

Buyer acknowledges receipt of this form by signing below.

BUYER SIGNATURE DATE

BUYER SIGNATURE DATE