

Commercial Listing input Form

NOTE: All listings must be entered into the MLS within one business day of <u>any</u> marketing.

Autofill Tax Information LESS INFO IS BEST when searching for the property record to auto fill in MLS. Just the street number or the owner's last name is
usually all that is needed to find the record. *County:Calhoun Owner Last Name:Peralta Street Number of Address:11312
Property Type and Location
Check One: □Industrial □Land ⊠Office □Retail
Status: Coming Soon Day to Change to Active (Activation Date) on or before Active Contingent Pending Sold Sale/Rent: For Sale For Rent
County: Calhoun Address Number: 11312 Pre Directional: Street Name: AL Highway 21
Post Directional:
City: Piedmont State: Alabama
Zip Code: 36272
Parcel ID:
Tax District: County (this specifies the municipality the property is in – if the property is in an unincorporated area, the MLS selection for this field is "County")
Legal Description: SEC 07 T13S R10E BEG 45 S & 20 W OF INT E ROW AL HWY 21 & E LINE NW1/4 TH S 330.2
Flood Plain <i>verify with FEMA</i> □Yes ᡌNo
Market Area: 150 Building Name:
Driving Directions Must be complete turn-by-turn directions beginning with a main Interstate or Highway. "See Map", "GPS" or similar phrases are not allowed.
Hwy 21 N to Piedmont. Property on right before Y in the road.

VOW (Virtual Office Websites)	
Display on Internet:X□Yes □No	Display Address: ⊠Yes □No
Allow AVM (Automated Value): □Yes ⊠No	o Allow Comments: □Yes ᡌNo
Listing Terms	
	11 /4 /2005 5/6/2025
isting Date day listing agreement signed11/6/2025 rice\$195,000	Expiration Date Mp
isting AgentErin Rose	Office UCTRES
Co-Listing Agent	Office
o-Listing Agent	Office
isting Type ☐ Exclusive Right w/ Prospect Resv.	☐ Exclusive Agency
isting Type II	Service
roker Relationship ^X □Agency □Transact	tion Broker
eller Considering Concessions: Yes No	
Owner Name: Michael & Salvatore Peralta	Owner Phone:
D-Financing Assumable 1st Mortgage	☐ Assumable 2 nd Mortgage X☐Conventional
☐ Exchange/Trade ☐ Lease/Purchase	□Other □Owner May Carry Mortgage
ockbox □Combo CodeX	∃Electric □Key □None
	☐ Call Listing Office ☐ Call Owner ☐ Caution- Alarm ☐ Caution- Pet
	☐ List Agent must be Present ☐ Showing Time ☐ Agent must be present
Property Details	
q Ft Building:2352	Sq Ft Office:
q Ft Other:	Sq Ft Lot:
ear Built:	
ear Built Desc X□Existing □New Complete	\square Proposed Construction \square Under Construction
ead Paint Discl. ^X □Yes □No	
	document for the listing which is available to agents and consumers
of Buildings:1 nnual Tax Amount:\$825	
otal Mortgage Balance: 0	Zoning: Commercial
Parking: □1-5 □6-10 ★□11+	□None

Ceiling Eave Height: □10+	- Ft	□8 ft or Less		№ 8-10 Ft	□None
Ceiling Center Height: 🖺 1	0 Ft or Less		-12 Ft	□12+ Ft	□None
# Stories: 1		# Acr	es: <u>0.68</u>		
Sales Type	□N/A	X As Is	□Cour	t Approval Require	d □Foreclosed
	☐Corporate Ow	ned/REO □Re	location	\square Short Sale	□3 rd Party Approval
Right of Redemption	□Yes	∑No			
If Yes, the Foreclosed Dee	d Date is required	b			
Foreclosed Deed Date:	Foreclosed Deed Date:				
Remarks					
Agent Notes Not visible to consumers					
HVAC is brand new. Agent to verify all important information.					

Consumer Notes Required

Fully renovated commercial property in Piedmont featuring 2,352 sq ft of flexible space on 0.68 acres. Updates include a brand-new HVAC system, new front deck, fresh finishes throughout, and an open layout that can easily be customized to fit your needs. The setup offers potential for mixed use or possible living quarters, with great visibility and traffic along the highway. Move-in ready and full of possibilities!

Features Check all that apply. Features are keyword searchable. **CONSTRUCTION** COOLING **FLOORS** □1 Aluminum/Steel □1 2 Systems □1 Brick №2 Concrete Block □2 Ceiling Fans **☑**2 Concrete ★□3 Brick (CONST) □3 Metal □4 Brick & Frame □4 Central Gas □4 None □5 Heat Pump □5 Butler Type Bldg □5 Other **粒**6 Concrete (CONST) □6 Hvdroheat ☐6 Partial Carpet □7 EIFS 1 Tile/Vinyl □7 None □8 Frame/Wood □8 Other □8 Wood □9 Glass □9 Piggyback Sys □9 Wall-to-Wall Carpet □10 Roof Vents □10 No Building **FUEL** □11 Windows Units □11 Other Ď1 Electric **FEES** □12 Shingle (CONST) □2 Gas □13 Stone/Rock Fire 1 □3 Oil 2 □14 Tilt-Up Concrete Garbage □4 Other \mathbf{X} 3 Other □5 Propane **HEATING PARKING** □1 2+ Systems □1 Assigned **SEWER/SEPTIC** Electric □2 On Street □1 Connected □3 Floor Furnace Off Street- Private ^X□2 Septic 凶4 Off Street- Public □4 Gas □3 Other □5 Heat Pump □5 Parking Deck STREET/PROPERTY ACCESS □6 Hydroheat □6 Unassigned □1 Alley □7 No Heat **PROPERTY INCLUDES** □2 Bus Line □8 Other □1 Equipment □3 Curb & Gutters □9 Piggyback Sys □2 Fixtures

□10 Propane Gas	□3 Inventory	1 Paved Road
□11 Solar Heat	☐4 License	□5 Private Road
□12 Space Heaters	⊠5 None	□6 Sidewalk
□13 Steam Heat	PROPERTY TO REMAIN	□7 Street Frontage
□14 Zoned	☐1 Dishwasher Portable	□8 Water Frontage
INTERIOR	☐2 Electric Stove	
□1 Block	☐3 Gas Stove	TYPE OF BUSINESS
□2 Concrete	□4 Microwave	☐1 Automotive Services
□3 Masonry	☐5 Refrigerator	☐2 Daycare Facility
□4 None	№ All Window Treatments	☐3 Gas/Service Station
1 ○ Other	□7 Some Window Treatments	□4 Food Service
□6 Paneling	□8 Washer/Dryer	□5 Franchise
□7 Plaster	□9 None	☐6 Health Care
X□8 Sheetrock	ROOF	□7 Historical
LEASES □1 Annual Leases	□1 Asphalt	□8 Hotel/Motel
	☐2 Built-Up ☐3 Composition	□9 Industrial
☐2 Expire Within 1 Year	□3 Composition 粒4 Metal	∆10 None
□3 Ground Lease	☐5 No Roof	□11 Office Building
□4 Long Term Lease	□6 Other	□12 Professional Service
X□5 None	□7 Shingle	□13 Religious Facility □14 Retail
☐6 Part of Prop Leased	□8 Tar and Gravel	□14 Retail □15 Senior Housing
□7 Rental Comm Involved	□9 Tile	□16 Shopping Center
MISCELLANEOUS	ROOMS	□17 Sports & Entertainment
□1 3 Phase Elec System	□1 Basement	□19 Sports & Efficient annihilation
□2 Columns/Post	☐2 Conference Room	□19 Warehouse
□3 Common Wall	□3 Dock	□20 Wholesale
	粒4 Kitchen	□21 Mobile Home Park
□4 Conveyor	∑ Living Quarters	WATER
□5 Overhead Crane	 Other Offices	□1 None
□6 Elevator	☐7 Passenger Elevator	☐2 Private Water
□7 Fire Alarm	☐8 Private Offices	凶3 Public Water
□8 Handicapped Features	~ 9 Private Restrooms	□4 Well water
□9 None	□ 10 Public Restrooms	By Seller's signature(s) below, Seller
□10 Other Fencing	11 Reception Area	acknowledges that Seller personally
□11 Other	□12 Service Elevator	reviewed the information set forth above
□12 Refrigeration Space	□13 Truck Door	in this Seller Information Sheet and
· ·	□14 Warehouse Restrooms	verifies, and does hereby represent and
' '	□15 Warehouse Space	warrant, that all said information was
□14 Security Fencing	SALE INCLUDES	provided by Seller and is accurate to the best of Seller's knowledge.
☐15 Security Lighting	☐1 Bldg, Business & Land	best of Seller's knowledge.
□16 Smoke Alarm	□2 Building & Business	Seller Signature
□17 Sprinkler System	X□3 Building & Land	Signed by:
	□4 Building Only□5 Land Only	Midrael Peralta
	□6 Other	Signed by:
	LO Otilei	Seller Şignature
		Salvatore Peralta
		12AACDF6EAEA418

EXCLUSIVE AGENCY COMMERCIAL AGENCY AGREEMENT

The undersigned ("Seller") hereby grants to UCTRES ("Broker") the exclusive right to sell, trade, convey, or exchange the Property (as hereinafter defined) upon the terms and conditions set forth below. Seller and hereby appoints Broker as Seller's exclusive agent authorized to market the Property to all potential buyers, including both customers and/or clients of Broker, subject to the terms of this Agreement.
The "Property" subject to this Agreement is described as follows:
Street Address 11312 Highway 21
City Piedmont , County Calhoun , State AL Zip 36272.
Legal Description SEC 07 T13S R10E BEG 45 S & 20 W OF INT and Parcel ID 09-03-07-0-001-033.000 (the
ANY ATTACHED SELLER PROPERTY INFORMATION SHEETS ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT.
IT IS ILLEGAL TO DISCRIMINATE IN THE SALE OR LEASE OF REAL PROPERTY BASED ON RACE COLOR, RELIGION, SEX, HANDICAP, NATIONAL ORIGIN, SEXUAL ORIENTATION, GENDER IDENTITY OR FAMILIAL STATUS.
1. TERM: This Listing Agreement shall be effective for a period of time beginning on 11/4, 20 25, and expiring on 11/4 5/6, 20 26, at 11:59 p.m unless extended by written amendment (the "Term"). 2. TERMS/CONDITIONS ON WHICH PROPERTY IS TO BE OFFERED FOR SALE: Seller and Broken agree that the Property shall be offered for sale on the following terms and conditions, or on such terms and conditions that Seller and Broker may subsequently agree to.
(a) Price \$\frac{\$ 195,000}{\$}\$ Payment Terms:cash, conventional (b) Seller agrees to maintain and keep in force sufficient hazard insurance until sale of Property is closed.
3. LIMITED CONSENSUAL DUAL AGENCY: See Company Policy as provided on Addendum
4. DISCLOSURE : To the extent required by law, Seller hereby specifically authorizes Broker and a cooperating brokers to disclose to potential buyers any material defects, latent or otherwise, known to Selle Seller acknowledges that Broker and Broker's associates do not have the responsibility to discover latent defect in the Property or to advise on matters outside the scope of real estate licenses promulgated by the Alabama Rea Estate Commission.
5. LEAD-BASED PAINT: Seller represents that, to the best of Seller's knowledge, the residence or any portion thereof on the Property [X] was [] was not constructed before January 1, 1978. Seller acknowledges that, the residence was constructed prior to January 1, 1978, Seller shall provide to any buyer an EPA-approved lead hazard information pamphlet, make certain disclosures regarding the presence of any known lead-based paint clead-based paint hazards on the Property and (unless the parties agree to a different period or the buyer waive his/her rights in writing) provide any potential buyer a ten (10) day period to conduct a risk assessment of inspection for the presence of lead-based paint and lead-based paint hazards.

MARKETING THE PROPERTY: Seller [X] does [] does not request that the Property be advertised and published in a multiple listing service ("MLS"). Seller [X] does [] does not authorize Broker to advertise and disseminate Property information to the public. Public marketing includes, but is not limited to, flyers displayed in

windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing (e.g., email blasts), multi-brokerage listing sharing networks, and mobile applications available to the general public, including social through other print and/or electronic media. If the Property Listing

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is to be entered into the MLS System, Seller hereby grants Broker the right to provide timely notice of status changes to the listing to the MLS, and to provide sales information, including selling price to the MLS, upon the sale of the Property. Seller [X] does [X] does [X] does not grant the Broker the right to disseminate the sales information prior to final closing to a MLS.

7. CONTENT CREATION SERVICES:

- (a) Authorization: Seller hereby authorizes Broker to have interior and exterior photographs and/or videos of the Property taken, and to create other digital media content (the "Content Creation Services") and have such content (the "Content") digitized, reproduced, published, transmitted, and/or disseminated and displayed in any form or manner, including and without limitation, in and through computerized MLS, television programs, internet programs, local publications, fact sheets concerning the Property, social media platforms, as well as any other use, media or means to aid in the sale or rental of Seller's Property. Seller also hereby acknowledges that potential buyers who view the Property may take photographs or videos ("Buyer Photographs") of the Property for their personal use.
- (b) Broker is the owner of all property listings data and information subject to copyrights written by Broker or its associates (the "**Protected Materials**"), and Broker is entitled to and shall solely own all rights to the Protected Material (including, without limitation copyright rights and all other intellectual and/or other property rights). To the extent that it could be deemed that the Seller owns any rights in or to the Protected Materials, by execution hereof the Seller agrees that such right, title, and interest owned by the Seller shall be deemed automatically assigned from Seller to Broker as of the moment of creation without the necessity of any further action on the part of either party.
- (c) Waiver of Liability: Seller hereby waives, acquits and forever releases, and agrees to defend and hold harmless, Broker, its officer(s), director(s), employee(s), broker(s), agent(s), and representative(s) from any responsibility or liability whatsoever concerning any Content, Content Creation Services or Buyer Photographs relating to the Property, or the use, distribution, or display of any Content, Content Creation Services or Buyer Photographs in any form, medium or manner whether such was taken or created by a representative of the Buyer or by a potential buyer.
- (d) Seller may provide content such as photos or videos of the Property ("Seller Content") to the Broker. Seller grants to Broker a non-exclusive, perpetual, world-wide, transferable, royalty free license to sublicense (including through multiple tiers), reproduce, distribute, display, perform and create derivative works of the Seller Content. Seller warrants it has the authority to provide this license, and that Seller Content does not violate any third-party intellectual property rights or laws. Seller agrees to execute any further documents that are necessary to affect this license.
- 8. BROKERAGE FEE: THE BROKERAGE FEE PAYABLE TO THE BROKER IN THIS SALE IS NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC., MLS; CALHOUN COUNTY AREA BOARD OF REALTORS; ST. CLAIR REALTORS ASSOCIATION; NOR THE TALLADEGA COUNTY BOARD OF REALTORS, BUT IN ALL CASES IS SET BY THE BROKER AND THE SELLER. The brokerage fee may be a flat fee amount, a percentage of the sale price, or any other lawful consideration agreed to by Broker and Seller and is negotiable. In this Agreement, Seller agrees to pay Broker a brokerage fee as indicated below:
 - (a) For finding a buyer, ready, willing and able to purchase the Property upon the terms herein mentioned or at any price upon terms acceptable to Seller, Seller agrees to pay Broker a brokerage fee of 5% ______, whether buyer be secured by Broker or Seller, or by another person, or, if the Property is afterward sold within 90 _____ days from the termination of this Agreement or extensions thereof, to any person to whom the Property has been shown by anyone including the Seller during the Listing Period. However, no brokerage fee shall be due Broker if after this listing is expired the Property is relisted with another licensed real estate broker and sold through his/her exclusive right of sale.
 - (b) Seller agrees that the Broker may engage other Brokers to assist in marketing the Property and may share its brokerage fee with such other brokers on a basis determined solely by Broker (but shall not be required

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to do so	under	this	Agreement).	In an	y event,	Seller	will	pay	the f	full	brokerage	fee	as	directed	by	the
Broker.																

- (c) Seller ___ agrees _X does not agree (check one) that the Broker shall pay a portion of the brokerage fee to a broker or agent representing the Buyer of the Property. If Seller agrees, then such amount paid to a broker representing the buyer shall be ____ unless otherwise agreed in writing signed by the Seller, Broker, and the buyer's broker.
- 9. **SELLER CONCESSIONS**. Broker is authorized to market any concessions or incentives to potential buyers which are authorized by Seller in writing, including but not limited to the following: negotiable at time of contract
- 10. NO OTHER AGREEMENTS: Seller and Broker acknowledge that there are no other agreements, promises or understandings either expressed or implied between them other than as specifically set forth herein. Seller warrants that there are no prior agreements on this Property (listing, sale or otherwise) that have not been terminated.
- 11. ATTORNEY FEES; COSTS OF LITIGATION: Seller shall be liable for any reasonable legal fees incurred by Broker in the event Broker is exposed to legal fees in pursuit of enforcing or defending its rights and obligations hereunder.
- SELLER'S WARRANTY OF AUTHORITY, ACCURACY AND COMPLETENESS OF **INFORMATION:** Seller specifically represents and warrants that Seller has complete authority to sell the Property and convey title. Seller has personally reviewed this Agreement and the attached Seller Property Information Sheets and any other exhibits and acknowledges that all of the information in this Agreement, the Seller Property Information Sheets, and exhibits relating to the description and physical condition of the Property were provided by Seller and are accurate and complete to the best of Seller's knowledge. SELLER AGREÉS TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE BROKER AND BROKER'S AGENTS AGAINST AND FROM ANY LOSSES, DAMAGES, CLAIMS, SUITS OF LAW (INCLUDING COURT COSTS AND ATTORNEY'S FEES) OR OTHER COST OR EXPENSES RELATING TO OR RESULTING FROM ANY COPYRIGHT INFRINGEMENT (DIRECT, CONTRIBUTORY, OR OTHERWISE), BY ANY ENTITY, OR RESULTING FROM ANY ACTUAL OR ALLEGED INACCURACY OR INCOMPLETENESS OF THE SELLER PROPERTY INFORMATION SHEETS CONTAINED HEREIN OR OF ANY OTHER REPRESENTATIONS, ORAL OR WRITTEN, PROVIDED BY SELLER TO BROKER AT THE DATE OF THIS LISTING AGREEMENT AS WELL AS SUBSEQUENT INFORMATION PROVIDED BY SELLER. SELLER FURTHER AGREES THAT ALL THE INFORMATION PROVIDED BY THE SELLER TO BROKER FOR MARKETING THE PROPERTY IS INCLUDED IN THIS AGREEMENT.
- 13. SURVEILLANCE DEVICES: WARNING FEDERAL AND/OR STATE LAWS GOVERN SELLER'S USE OF AUDIO, VIDEO, OR OTHER TYPES OF SURVEILLANCE DEVICES ON THE PROPERTY. RECORDING AND/OR TRANSMITTING AUDIO, VIDEO, OR IMAGES DURING SHOWINGS, OPEN HOUSES, INSPECTIONS, OR OTHER SIMILAR ACTIVITIES MAY RESULT IN A VIOLATION OF FEDERAL AND/OR STATE LAWS.

Seller hereby indemnifies and releases Broker and its associates from any liability which may result from Seller recording or transmitting of audio, video, or images, on the Property.

- 14. **COUNTERPARTS:** This Agreement may be executed and delivered by any party hereto by counterparts or by any lawfully binding electronic signature platform. Such counterparts and electronic signatures shall be binding.
- 15. AGENCY: This Agreement is not an Agency Agreement.
- 16. **SEVERABILITY**: Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event a court having jurisdiction over the parties holds any provision of this Agreement invalid or unenforceable, the parties shall negotiate in good faith to replace the invalid or unenforceable provision, if possible, with a valid provision that most closely

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approximates the intent and economic effect of the invalid provision. If any provision of the limitation of liability, exclusion of warranty, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate unless the parties agree to the contrary.

17. **GOVERNING LAW; VENUE**: The laws of the state of Alabama shall govern this Agreement and its interpretation. Any action to enforce or interpret this Agreement shall have venue in the County in Alabama where the Property is located and the parties hereby submit to personal jurisdiction in that venue.

In Process

This Agreement, including the attached Seller Property Information Sheets, and any other attached addendum or exhibits, are intended to be the legal and binding contract of all parties. If it is not fully understood, Seller should seek professional legal advice. This Agreement may not be modified or amended except by writing, which writing must be signed by both the Seller and the Broker.

Michael Peralta	11/6/2025	United Country, Taylor Rea	l Estate Solutions
Salvatore Peralta	Date 11/7/2025	Broker (Print Listing Company)	Name) 11/6/2025
Splicof6EAEA418	Date	Listing Agent	Date
Seller's Mailing Address:			
Seller's Email:			
Home Phone:		Business Phone:	

In Process

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from leadbased paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure
(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii)
below):
(i) Known lead-based paint and/or lead-based paint hazards are present in the
housing. Describe what is known:
- Initial Initial
$M \rho \subset \rho$
(ii) Mf Seller has no knowledge of lead-based paint and/or lead-based paint
hazards in the housing.
(b) Records and reports available to the seller (initial (i) or (ii) below):
(i) Seller has provided the purchaser with all available records and reports
pertaining to lead-based paint and/or lead-based paint hazards in the
housing. List documents below:
lnitjal—Initial
my Sfy
(ii) Mf Seller has no reports or records pertaining to lead-based paint
and/or lead-based paint hazards in the housing.
Purchaser's Acknowledgment
(c) Purchaser has (initial (i) or (ii) below):
(i) received copies of all records and reports pertaining to lead-based
paint and/ or lead-based paint hazards in the housing listed above.
(ii) not received any records and reports regarding lead-based paint and/
or lead-based paint hazards in the housing.
(d) Purchaser has received the pamphlet <i>Protect Your Family from Lead in Your Home</i> (initial).
(e) Purchaser has (initial (i) or (ii) below):
(i) received a 10-day opportunity (or mutually agreed upon period) to
conduct a risk assessment or inspection for the presence of lead-based paint and/or
lead- based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for
the presence of lead-based paint and/or lead-based paint hazards.
- Initial
Agent's Acknowledgment (initial or enter N/A if not applicable)
Agent's Acknowledgment (initial or enter N/A if not applicable) (f) Seller's Agent has informed the seller of the seller's obligations under 42 U.S.C.
4852d and is aware of his/her responsibility to ensure compliance.
(g) Purchaser's Agent has informed the seller of the seller's obligations under 42
U.S.C. 4852d and is aware of his/her responsibility to ensure compliance. ¹

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signed by: Michael Peralta	11/6/20)25	
Seddepy: Salvatore feralta	Date 11/7/2025	Purchaser	Date
School by Acade 18 Erin Rose	Date 11/6/2025	Purchaser	Date
Seller's Agent	Date	Purchaser's Agent ¹	Date

Paperwork Reduction Act

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

¹ Only required if the purchaser's agent receives compensation from the seller.



Real Estate Consumers Agency and Disclosure

RECAD



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 ownerseller. 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 Erin Rose Signed by: Signature Erin Rose Date 11/6/2025 Consumer-nasagaed by: NOTE: Broker compensation rates/ Michael Peralta Signature 4FB34E6C8E8F439... amounts are not set by law or Consumer name Salvatore Peralta Signed by: REALTOR® Association rules and Signature Salvatore Peralta are negotiable in every transaction. 1/6/2025 DF6EAEA418... Date

SELLER NET SHEET ESTIMATE

11312 Alabama 21, Piedmont, AL



Quote Number AL-181086	Date Prepared 11/04/2025 12:03 PM	Transaction Type Sale/Cash
Property Type Residential	Prepared For Michael and Salvatore Peralta	Closing Date 12/04/2025
Estimated Net Proceeds	Sale Price	\$195,000.00
\$183,968.50	Closing Costs	\$11 031 50

Prepared For Michael and Salvatore Peralta	Closing Date 12/04/2025	Prepared By Erin Rose Real Estate Agent
e Price	\$195,000.00	□ uctreserin@gmail.com
losing Costs	\$11,031.50	United Country- Taylor Real Estate Solutions
		Partnered With

Title/Settlement	
ALTA Owner's Policy	\$294.00
Courier / Delivery* if applicable	\$75.00
Payoff Processing	\$30.00
Document Storage	\$10.00
Document Preparation	\$75.00
Settlement Fee	\$297.50
Search/Binder	\$150.00
Subtotal	\$931.50
Property/Real Estate	
1 Toperty/Tear Estate	
Agent Transaction Fee	\$150.00
Agent Transaction Fee HOA Fees	\$150.00 \$0.00
HOA Fees	\$0.00
HOA Fees HOA Transfer Fees	\$0.00 \$0.00
HOA Fees HOA Transfer Fees Home Warranty	\$0.00 \$0.00 \$0.00





SELLER NET SHEET ESTIMATE

11312 Alabama 21, Piedmont, AL



Termite/Pest Inspection \$200.00 Broker Fee / Realtor Commission 5% of Sale Price \$9,750.00 **Property Tax Prorations** \$0.00 **HOA Dues Prorations** \$0.00 Subtotal \$10,100.00



Prepared By

Erin Rose Real Estate Agent

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United Country- Taylor Real Estate Solutions

Total Closing Costs

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Partnered With

\$11,031.50

Marissa Green

 marissag@sts-alabama.net % (205) 753-0947

Signature Title Services

1530 Hillyer Robinson Parkway Anniston, AL 36207

615) 810-8913 (615) 810-8913

Signed by: Erin Rose 706F235BF80447B...

11/6/2025

Signed by:

Michael Peralta 4FB34E6C8E8F439...

11/6/2025

Signed by:

11/7/2025

Salvatore Peralta