GOODWOOD REALTY

GOODWOOD REALTY LISTING AND MARKETING AGREEMENT

Goodwood Realty | Exclusive Right to Sell Listing Agreement

Brokers' compensation (i.e., fees, commissions, bonuses) is fully negotiable and not set by law, a multiple listing service, or an association of REALTORS®.

1. PARTIES

In consideration of the services to be performed by Goodwood Realty and ______________________________, the duly authorized representative(s) of the Broker and the Designated Agent(s) (hereinafter “Listing Broker”), and the Professional Broker’s Compensation to be paid by ______________________________ (hereinafter “SELLER”), the parties agree that Broker shall have the exclusive right to market and sell SELLER’S property upon the following terms and conditions. If the SELLER cancels or terminates this listing agreement for any reason other than broker default, SELLER agrees to reimburse the Listing Broker for documented itemized expenses incurred in the marketing, consulting, preparation, and advertising of the property.

2. PRICE AND TERMS

The listing price of the Property will be $______________________________ (______________________________ U.S. Dollars) (“Price”).

3. FINANCIAL TERMS

As follows: ___ Conventional Loan, ___ VA, ___ FHA, ___ RD, ___ Assumption, ___ Cash or such price and/or terms that SELLER may accept.

4. ADDRESS

____

(Legal Description) ____

______________________________ Parish of ______________________________, LA on lands and grounds measuring approximately ________ (acres) or as per record title; including all buildings, structures, component parts, and all installed, built in permanently attached improvements, together with all fences, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window coverings included but not limited to blinds, drapes, curtains, window shades, window coverings, all associated window covering hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all doorbells, all windows, all roofing, all electrical systems, all installed security systems, installed generators, attached television mounts, gas logs, and all installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground. If owned by the SELLER prior to date of this Agreement, standing timber, unharvested crops, and ungathered fruits of trees on the property shall be conveyed to the BUYER. The following movable items shall remain with the property; be transferred without any warranty; be deemed to have no value; and, shall not be considered as part of the Sale Price:

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Exclusions: The SELLER indicates a desire to exclude items from the transaction specified below, but excluded items will be controlled by the Agreement to Buy or Sell. (None unless stated otherwise)

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5. DEPOSITS

In the event BROKER accepts Deposits, BROKER is authorized to accept on behalf of SELLER(S) all Deposit(s) related to the Property. Said Deposit(s) shall be held in a non-interest-bearing escrow account in accordance with the rules of the Louisiana Real Estate Commission. SELLER understands that the deposit cannot be disbursed without mutual written consent of the BUYER and SELLER, or by judicial order.

(Check ONE of the following)

☐ Mineral rights owned by SELLER, if any, are to be reserved by the SELLER, but SELLER waives the right to use the surface for any mineral activity.

☐ If SELLER owns any mineral rights, they are to be conveyed without warranty.

6. PROPERTY ACCESS AND SELLERS OBLIGATIONS

(Please check the appropriate box for the following):

A “For Sale” sign ☐ may ☐ may not be placed on the property.

An electronic or mechanical lockbox ☐ may ☐ may not be placed on the property.

SELLER acknowledges and agrees that the use of any electronic or mechanical lockbox provided by the Broker or SELLER’s Designated Agent for access to the property is at SELLER’s own risk. SELLER understands that while the lockbox is intended to facilitate access to the property for authorized individuals, the Broker, SELLER’s Designated Agent, their employees, agents, assignees, and any cooperating brokers or their associates shall not be held liable for any loss, damage, or unauthorized access to the property that may occur as a result of the use or malfunction of the lockbox. SELLER agrees to indemnify and hold harmless the Broker, SELLER’s Designated Agent, their employees, agents, assignees, and any cooperating brokers or their associates from any claims, losses, or damages arising from or related to unauthorized access to the property using the lockbox.

The Listing Broker is given permission to enter the home or other structures and grant access to the same to other members of the MLS in accordance with the MLS rules and regulations and to certain non-members as separately authorized by the SELLER to facilitate the completion of the transaction.

SELLER authorizes Broker, SELLER’s Designated Agent, Broker’s other sales associates, and cooperating brokers or their associates to have access to the property at all reasonable times for the purpose of showing it to prospective purchasers. SELLER agrees to immediately refer to SELLER’s Designated Agent all prospective purchasers or brokers who contact SELLER for any reason and to provide SELLER’s Designated Agent with their names and addresses.

SELLER agrees to cooperate fully with Broker in the marketing and sale of the Property. SELLER agrees to:

○ Provide accurate and complete information to Broker regarding the Property.

○ Grant Broker and prospective buyers reasonable access to the Property.

○ Refer any potential buyer inquiries to Broker immediately.

○ Not negotiate or agree to any sale of the Property without Broker’s involvement.

7. TERM

This employment and authority shall commence as of the date all SELLERS execute this agreement (the “Effective Date”) and shall continue until midnight on ______________________________. However, if during the term of this listing agreement an agreement to purchase and sell is executed, then in that event, the parties agree that this listing agreement, including the Compensation set forth herein due to Broker, shall automatically extend the effective date of this listing agreement for an additional period of time to include the closing date of the purchase agreement or any applicable extension(s).

Should the property be placed in Temporarily Off Market status during the term of this agreement, the listing period shall be automatically extended by the same number of days that the property remains in Temporarily Off Market status. This extension will apply to the original expiration date of the listing agreement and will ensure that the total duration of the listing agreement is not reduced by the period the property is in Temporarily Off Market status.

8. BROKER’S PROTECTION PERIOD

Broker’s compensation shall be paid if the property is sold, conveyed, leased, rented, or otherwise transferred within 180 days after the termination of this agreement or any extensions thereof to any person, their successors, or assigns who has become interested in the property as a result of the efforts or advertising of Broker prior to final termination of this listing agreement, provided SELLER has received notice in writing, either by certified mail, personal delivery, or electronic transmission, including the names of prospective purchasers, within 5 working days after the termination of the listing agreement. It is the SELLER’s responsibility to reserve any names when entering into a listing agreement with a broker.

9. EXCLUSIONS

Broker will not be owed Compensation in the event the property is sold to any of the following persons within 60 days of the effective date of this Listing and Marketing Agreement:

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10. COMPENSATION

Brokers' compensation (i.e., fees and commissions, bonuses) is fully negotiable and not set by law, a multiple listing service, or an association of REALTORS®.

☐ A. Seller chooses to pay the listing broker a commission amount that includes both the Listing Agent Payment (LAP) and the Buyer Agent Payment (BAP) and authorizes the Listing Broker to advertise the BAP amount in writing both digitally and in print anywhere and anytime. Should SELLER consent to dual agency, and designated agent represent both buyer and seller, the BROKER shall be entitled to receive both the Listing Agent Payment and the Buyer Agent Payment in full. The Seller acknowledges and agrees that the Broker's entitlement to both payments is based on the services provided in both capacities. The amounts of compensation for both the LAP and the BAP are specified below:

☐ Seller agrees to pay LISTING BROKER a total compensation amount of ______% of the gross selling price to be divided as follows:

Listing Agent Payment Shall be 3%

Buyer Agent Payment Shall be ______________________________

☐ (Other - Please specify amounts for both LAP and BAP using $ or %)

____

☐ B. Seller chooses to pay the listing broker only and any requests for a Buyer Agent Payment shall be submitted by the Buyer’s Representative when presenting an offer from a Buyer. Seller may or may not be willing to negotiate BAP on the Agreement to Buy or Sell and this decision shall be at the discretion of the Seller only. Any SELLER obligation to pay the BAP shall be ultimately controlled by the terms of the Agreement to Buy or Sell.

☐ Seller agrees to pay LISTING BROKER a total compensation amount of 3% of the gross selling price

☐ (Other - Please Specify amount for LAP ONLY using $ or %)

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Broker's right to the Compensation shall be earned and payable when (1) SELLER sells, exchanges, leases, or in any manner transfers possession of the Property during the term of the Agreement at the above price and terms or at any other price and/or terms acceptable to SELLER or (2) Broker individually or in cooperation with another real estate Broker procures a party of interest during the term of this agreement ready, willing, and able to buy or otherwise obtain possession of said Property at the price and terms stated herein or any other price and/or terms acceptable to SELLER. Broker is authorized to show the property to prospective BUYERS represented by BUYER's agents. The Notary Public closing any sale covered by this Agreement is hereby directed and authorized to collect and disburse all Compensation or BAP due herein. SELLER agrees not to rent or lease the Property during the term of this Agreement without prior written approval of Broker.

SELLER agrees not to rent, lease, or encumber the Property in any way during the term of this Agreement without prior written approval of Broker.

As used herein, the terms "sell, sells, and sale" shall also mean the execution of a specific performance contract by SELLER to sell the Property.

11. ASSIGNABILITY

This contract is assignable. In the event Broker sells all or part of his business, this Listing Agreement may be transferred to the acquiring Broker.

12. SELLER RESPONSIBILITY

If an attorney is engaged by Broker to enforce Broker's rights under this contract, SELLER agrees to pay the reasonable fee of such attorney, and SELLER agrees to pay all court costs, other costs, and expenses that may be incurred by Broker. If Broker incurs any claim or suit by any person or personal injury or property damage as a result of the condition of the above-described premises or due to SELLER's negligence, SELLER(s) agree to indemnify Broker against all such liability, loss, and expense.

13. MAINTAINING CONDITION

SELLER agrees to maintain the premises, including the lawn and all landscaping, in present condition. SELLER agrees to remove all refuse and personal property from the premises before the date of possession.

14. TITLE/PROPERTY DEFECTS

○ SELLER warrants Broker that, except as noted below:

● SELLER has merchantable title to the property;

● The Property fronts on a public road or highway;

● There are no known encroachments across the boundaries or into any servitude on the property; and

● To the best of their knowledge, the Property has no hidden defects, including but not limited to termite or insect damage, slab or foundation cracking or sinking, structural weakness or damage, lead-based paint, or lead-based paint hazard.

SELLER understands that SELLER may be held responsible by a BUYER for any latent or hidden undisclosed defects in the property which are known to the SELLER but which are not disclosed to the BUYER.

15. DISCLOSURE

SELLER understands the significance of making a complete and accurate disclosure of all adverse circumstances or conditions affecting the property on the Property Disclosure Document, which becomes part of this Listing and Marketing Agreement. If improvements were built prior to 1978, SELLER shall complete Lead-Based Paint and Lead-Based Paint Hazard Disclosure. SELLER will comply with all disclosure requirements of Federal law and regulations concerning lead-based paint and lead-based paint hazards.

16. WAIVER OF WARRANTY

(Check if applicable)

☐ SELLER(s) elect to sell property with full waiver of warranty and redhibition rights at act of sale as per La. C.C. art. 2520 et seq. BUYER should be advised of and asked to initial the section of the Purchase Agreement entitled "Waiver of Warranty of Condition of the Property."

☐ The person listing the Property with Broker is a person who has not used the Property as a residence (e.g., the administrator of the estate of the previous owner, etc.); therefore, SELLER's information regarding the Property is limited.

17. INDEMNITY

SELLER agrees to indemnify Broker or any SELLER's Designated Agent, its officers, directors, associates, agents, or employees against any claim, including the cost of litigation, which arises in connection with or as the result of either SELLER's violation of a representation or warranty given under the terms of this Agreement, or incorrect information furnished by the SELLER concerning the property, including but not limited to the Property Disclosure Document.

18. AGENCY REPRESENTATION

Broker designates, and SELLER accepts Listing Agent named below (SELLER's Designated Agent) as the only legal agent of SELLER. Broker reserves the right to name additional designated agents when, in Broker's discretion, it is necessary. If additional designated agents are named, SELLER will be informed in writing within a reasonable amount of time. Any additional agent so designated shall be included in the term SELLER's Designated Agent as used in this agreement. SELLER acknowledges that SELLER's Designated Agent may from time to time have another sales associate who is not an agent of the SELLER conduct an open house of SELLER's property or provide similar support in the marketing of SELLER's property. SELLER authorizes SELLER's Designated Agent to disclose to any prospective BUYER or agent whether or not there are any outstanding offers to purchase the property at any given time but is not to disclose the SELLER's motivation or price or terms the SELLER(s) will accept other than the price or terms listed or any other details of such offers without SELLER's approval.

19. DUAL AGENCY

(Check ONE of the following)

☐ Should Designated Agent represent a BUYER who wishes to purchase the property of SELLER, SELLER does hereby consent to this dual representation by Designated Agent.

☐ SELLER does not consent to dual representation by Designated Agent.

20. MULTIPLE LISTING SERVICE

○ **MANDATORY SUBMISSION:** It is understood that Broker is a member of a Multiple Listing Service ("MLS"). Broker and SELLER agree that the information contained in or obtained in connection with this agreement (the "Property Data"), including without limitation all photographs, images, graphics, video recordings, virtual tours, 3D tours, drawings, written descriptions, addresses, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by SELLER to Broker (the "SELLER Listing Content"), or otherwise obtained or produced by Broker in connection with this agreement (the "Broker Listing Content"), and any changes to the Property Data will be filed in MLS and processed in accordance with the rules of MLS. Broker is required to report to MLS the occurrence of a sale of the property, including the actual sales price, regardless of how the sales price is reflected in the documents transmitting ownership.

○ Regardless of the options exercised below, within one (1) business day

21. LICENSE

SELLER hereby grants to Broker and its affiliates, and each of their respective direct and indirect licensees, successors, and assigns, a non-exclusive, perpetual, irrevocable, freely transferable and sublicensable, worldwide, fully paid-up and royalty-free license to use, publish, display, transmit, distribute, reproduce, and create derivative works based on the SELLER Listing Content through all media now known or hereinafter developed for any purpose. This license shall survive the termination of this Agreement. SELLER represents and warrants to Broker that the SELLER Listing Content, and the license granted to Broker for the SELLER Listing Content, do not violate or infringe upon the rights of any person or entity, including any copyright, trademark, patent, trade secret, other intellectual property right, or any right of publicity or privacy. SELLER acknowledges and agrees that as between SELLER and Broker, all Broker Listing Content is owned exclusively by Broker, and SELLER has no right, title, or interest in or to any Broker Listing Content.

22. INTERNET DATA EXCHANGE AND INTERNET DISPLAY

○ The permission granted by SELLER, by signing this agreement, to include the Property Data in MLS likewise means that the Property Data may be included in any media advertising, including Internet advertising, in which MLS data is included and will also be included in Internet Data Exchange (“IDX”) on Virtual Office Websites (“VOWs”). Internet Data Exchange is an Internet-based system whereby Brokers share information regarding their listings of properties for sale. Brokers who participate in the system are permitted to include on their websites listings of other Brokers who participate in the system. Therefore, active listings may be viewed by real estate professionals and the public at large. A VOW is the website or a feature of a website of an MLS participant through which the MLS participant is able to provide real estate brokerage services to consumers and where the consumer has the opportunity to search MLS data.

○ If SELLER does not want the Property Data included in Internet Data Exchange, on VOWs, or in other forms of publicly accessible media, then SELLER can opt out of displaying the property data on publicly accessible websites, IDX, or VOWs. Alternatively, SELLER may opt out of including the property address on publicly accessible websites, IDX, or VOWs while allowing other Property Data to be displayed. SELLER may also require internet displays such as IDX or VOWs to disable functions that:

1. Allow third parties to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with listings, or
2. Display an automatic estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

○ (Check if applicable)

○ Total Opt Out: SELLER has chosen to opt out of displaying the listed property on the internet, including but not limited to publicly accessible websites, IDX, and VOWs.

○ I understand and acknowledge that, if I have selected to opt out of displaying the listed property on the internet, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

○ SELLER’s Initials ________

- **Address Opt Out:** SELLER has chosen to opt out of displaying the property address on the internet, including but not limited to publicly accessible websites, IDX, and VOWs.
- **Comments Opt Out:** SELLER requests that functions on internet displays, including but not limited to publicly accessible websites, IDX, and VOWs, allowing comments or reviews of the property or displaying a hyperlink to such comments or reviews in immediate conjunction with the property listing be disabled. SELLER acknowledges and agrees that Broker will convey SELLER’s election to MLS but is not and cannot be held responsible for the content of any internet displays other than those maintained by or on behalf of Broker.

- **Market Value Opt Out:** SELLER requests that functions on internet displays, including but not limited to publicly accessible websites and VOWs, displaying an automatic estimate of the market value of the listing (or hyperlink to such an estimate) in immediate conjunction with the listing be disabled. SELLER acknowledges and agrees that Broker will convey SELLER's election to MLS but is not and cannot be held responsible for the content of any publicly accessible website and VOW other than those maintained by or on behalf of Broker.
    - Broker is authorized to notify the MLS of the pending sale upon completion of a fully executed sales agreement on the listed property and to disseminate any sales information, including without limitation, price, special financing, and SELLER concessions, upon the closing of the sales transaction. Nothing contained herein is intended, or shall it be construed as making the Greater Baton Rouge Association of REALTORS® Multiple Listing Service a party to this marketing agreement.

23. LIMITATION OF LIABILITY

SELLER agrees that Broker, SELLER's Designated Agent(s), and any cooperating Brokers shall not be responsible in any manner for loss or damage to personal or real property due to vandalism, theft, freezing pipes, or any other damage or loss whatsoever. SELLER is advised to notify their insurance company and request a "Vacancy Clause" to cover the Property in the event it becomes vacant.

24. FAIR HOUSING

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), prohibits housing discrimination by real estate firms and homeowners. It is illegal to discriminate against any person because of race, color, religion, sex, familial status, disability, or national origin. A BUYER has the right to take legal action if SELLER refuses to sell for discriminatory reasons.

25. SEVERABILITY

The terms and provisions of this agreement are severable. If any term or provision of this agreement, or the application thereof, is held or deemed invalid or unenforceable by an arbiter or court of competent jurisdiction, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision shall be valid and enforceable to the fullest extent permitted by law.

26. SOLIDARY LIABILITY

Each SELLER shall be bound by the terms of this agreement in solido and is solidarily liable for all other terms set forth herein.

27. MARKETING

Broker and/or SELLER's Designated Agent are authorized in their sole discretion to advertise SELLER's property by all such means and methods they deem best.

28. DISCLOSURE OF ELECTRONIC SURVEILLANCE DEVICES

SELLER authorizes Broker and/or SELLER'S Designated Agent to disclose the existence of electronic surveillance devices on the Property, including but not limited to audio and video devices.

29. ELECTRONIC SIGNATURE

The Broker and SELLER agree that consent to this agreement and any amendments or modifications may be made by electronic signature as defined in Louisiana law.

30. OTHER TERMS AND CONDITIONS

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31. FLOOD HAZARD INFORMATION

An informational website regarding flood hazards that can affect real property is available at the FEMA website: https://msc.fema.gov/portal.

This agreement may be signed in counterparts, and each counterpart will be considered an original, but all of which, when taken together, shall constitute one instrument. The transmission or receipt of a facsimile (fax) or other electronic transmission of this agreement shall have the same effect as paper documentation and manual signatures and initials. This is a legal document. If not understood, seek competent legal advice.

32. ACKNOWLEDGEMENT

I/We have read and understand the above.

SELLER Signature: _______________________________________

Date/Time: _____________________________

Print Name: _____________________________

SELLER Signature: _______________________________________

Date/Time: _____________________________

Print Name: _____________________________

Contact Information
Home Phone Number: _____________________________

Work Phone Number: _____________________________

E-Mail Address: _______________________________________

Accepted by:
Broker Signature: _______________________________________

Date: ____________________

Designated Agent Signature: ______________________________________

Date: ___________________

Broker (Firm) Name:
____

Office Address: ____

Phone: ________________________

GOODWOOD REALTY

GOODWOOD REALTY SELLER DISCLOSURE ACKNOWLEDGMENT

Goodwood Realty | Companion to the Listing and Marketing Agreement

This document serves as an acknowledgment by the undersigned SELLER(S) of the receipt and understanding of the following disclosures made by Goodwood Realty in connection with the listing and marketing of the property located at:

____.

1. **Property Pre-Inspection:** The Seller may choose to have the property pre-inspected by a qualified professional to identify and repair any defects before listing the property. This action may enhance the appeal to potential buyers but is not guaranteed to increase the sale price.
2. **Appraisal:** The Seller may opt to have the property appraised by a certified appraiser prior to listing. This can provide an accurate valuation that may assist in setting a competitive listing price. However, the appraisal is not a guarantee of the final sale price.
3. **Survey:** The Seller may elect to have the property surveyed to confirm the boundaries and dimensions. A current survey can provide reassurance to potential buyers but is not a requirement for listing.
4. **Pest Control or Other Services:** The Seller has the option to contract for pest control or other maintenance services to address potential concerns that may arise during the sale process. While this may improve the property's condition, it does not ensure an increase in sale price.
5. **Home Warranty:** The Seller may consider offering a home warranty to the buyer. This can provide added security for potential buyers by covering certain repairs after the sale, potentially increasing buyer interest.
6. **Owner Financing:** The Seller may offer owner financing to prospective buyers. This option could broaden the pool of potential buyers but does not guarantee a higher sale price or quicker sale.
7. **Rate Buydown:** The Seller may choose to provide a rate buydown to reduce the buyer's mortgage interest rate. This incentive can make the property more attractive to buyers, though it may not directly impact the final sale price.
8. **Seller Concessions for Buyer Closing Costs:** The Seller may offer concessions to assist with the buyer's closing costs. This can be an attractive option for buyers but does not necessarily increase the sale price.

No Guarantee of Increased Sale Price:

The Seller acknowledges that while the above actions may improve the property's appeal to potential buyers, none of these actions are guaranteed to enhance the final sale price.

Acknowledgment of Receipt:

By signing below, the Seller acknowledges receipt of this disclosure and understands the options available during the listing and marketing process.

SELLER(S) ACKNOWLEDGMENT:

I/We have read and understand the above disclosures and acknowledge receipt of this document.

SELLER (Signature): ____________________________ **Date/Time:** ______________
SELLER (Print Name): _________________________________

SELLER (Signature): ____________________________ **Date/Time:** ______________
SELLER (Print Name): _________________________________

Accepted by Goodwood Realty

Broker (Signature): ____________________________ **Date:** ______________

Designated Agent (Signature): ______________________________ **Date:** _______________

GOODWOOD
REALTY

GOODWOOD REALTY LISTING AND MARKETING AGREEMENT ADDENDUM

Goodwood Realty | Companion to the Listing and Marketing Agreement

This Addendum is made a part of and modifies the terms of the GOODWOOD REALTY LISTING AND MARKETING AGREEMENT between the undersigned parties. In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail.

MODIFICATIONS:

The following modifications are made to the GOODWOOD REALTY LISTING AND MARKETING AGREEMENT:

1. Section: ______________________________
Modification: ____

2. Section: ______________________________
Modification: ____

3. Section: ______________________________
Modification: ____

4. Section: ______________________________
Modification: ____

ACKNOWLEDGMENT

The undersigned parties acknowledge and agree to the modifications set forth in this Addendum.

SELLER (Signature): ____________________________ **Date:** ______________

SELLER (Print): _________________________________

SELLER (Signature): ____________________________ **Date:** ______________

SELLER (Print): _________________________________

Goodwood Realty (Broker): ____________________________ **Date:** ______________

Designated Agent: ____________________________ **Date:** ______________