

# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY: Coldwell Banker Yorke Realty

## DISCLOSURE PROVISIONS

### APPOINTED AGENT:

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are Lorilyn K. Barrett

and holds a Broker Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you.

If a replacement or temporary appointed agent is appointed to represent you either to replace the original appointed agent, or while that agent is temporarily unavailable, a new Disclosure and Agreement will be entered into with you by the Agency. Once the original appointed agent agreement is terminated, or the temporary appointed agent agreement is terminated by expiration, the original agent or temporary agent will no longer be representing you and will owe you no further duties or obligations except the duties to account for money and property and to maintain confidentiality of information as set forth in 32 M.R.S.A. Sec 13281 (2).

**Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment of the Agent(s).** ☒ Yes ☐ No

### DISCLOSED DUAL AGENT:

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
  - the willingness or ability of Seller to accept less than the asking price;
  - the willingness or ability of Buyer to pay more than has been offered;
  - confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
  - the motivation of Seller for selling and the motivation of Buyer for buying.

**Client has read and understood the Agreement. Client understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent. Client hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent.** ☐ Yes ☒ No

Page 1 of 4 Seller's Initials \_\_\_\_\_

**COMPENSATION:**

Agency commissions are not set by law and are fully negotiable.

In consideration of Agency's agreement to list and promote the sale of ( ☒ all ☐ part of; If 'part of' see explanation or description attached hereto) Seller's property situated in municipality of LEBANON, County of YORK, State of Maine, located at 32 RIVER ROAD and described in deed(s) recorded at said County Registry of Deeds in Book(s) 16615, Page(s) 954, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$TBD, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay this Agency a listing commission of \$N/A or 5.600 % of the purchase price, whichever is greater.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency. Agency and Seller select the following:

**CUSTOMER**

☒ Yes ☐ No If Buyer is a customer of Listing Agent and is not working with any other Agent or Agency, Seller agrees to pay this Agency an additional \$ZERO or ZERO % of the purchase price, whichever is greater.

**BUYER'S AGENCY**

☒ Yes ☐ No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.  
☒ Yes ☐ No This Agency's policy is to share compensation with Buyer agencies.  
☒ Yes ☐ No If Yes, Seller consents to this Agency's policy of offering cooperative compensation to Buyer agencies for this transaction in the range of 2.000 % to 2.000 % of the purchase price.

**TRANSACTION BROKERS**

☒ Yes ☐ No This Agency's policy is to cooperate with other agencies acting as transaction brokers.  
☒ Yes ☐ No This Agency's policy is to share compensation with transaction brokers.  
☒ Yes ☐ No If Yes, Seller consents to this Agency's policy of offering cooperative compensation to transaction brokers for this transaction in the range of 2.000 % to 2.000 % of the purchase price.

**DIRECT PAYMENT TO BUYER AGENCY**

☐ Yes ☒ No In addition to the listing commission above, Seller agrees to offer a direct payment to a Buyer agency in the amount of \$N/A or N/A % of the purchase price, unless otherwise agreed to in a purchase and sale agreement.

**BUYER CONCESSIONS**

☐ Yes ☒ No In addition to the listing commission above, Seller agrees to offer \$N/A or N/A % of the purchase price towards Buyer's pre-pays, points and/or closing costs, unless otherwise agreed to in a purchase and sale agreement

**DISCLOSURE OF AGENCY COMPENSATION POLICIES**

☒ Yes ☐ No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.  
☐ Yes ☒ No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

**TERM:**

This Agreement begins on May 14, 2025 and will expire on May 14, 2026 ("Expiration Date"). If at such expiration date Seller has placed the property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this Agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall expire on November 14, 2026 ("Carryover Date").

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by WARRANTY deed.
- To authorize a "For Sale" sign on the property. ☒ Yes ☐ No
- To authorize the advertising of the property. ☒ Yes ☐ No
- To authorize use of a key and/or a lock box on the property. ☒ Yes ☐ No
- To authorize Agency to divulge the existence of offers on or interest in the property. ☒ Yes ☐ No
- To authorize publication of property and applicable disclosure attachments in the MLS and use of Information for marketing, appraisal and statistical purposes. ☒ Yes ☐ No
- To authorize the Agency to use and make exterior and interior photographs and video of said property in promoting its sale. ☒ Yes ☐ No
- To authorize inclusion of street address of the property on Internet display to the public. ☒ Yes ☐ No
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites. ☐ Yes ☒ No
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites. ☐ Yes ☒ No
- This property is monitored by audio and/or video surveillance equipment. ☐ Yes ☒ No
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller releases and indemnifies Agency and licensees against any liability which may occur due to damage or loss.
- Seller acknowledges that buyers and licensees may engage in activities such as, but not limited to, photography, videography and videotelephony.
- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Service.
- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.
- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.
- Seller authorizes the disclosure of information herein to Maine Listings, closing agent, and lender, if any, upon request for verification and compliance purposes.

**Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.**

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and N/A are included with the sale except for the following: N/A

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: **DISHWASHER, MICROWAVE, RANGE-GAS, REFRIGERATOR, WASHER, DRYER**

Other Conditions: **NONE**

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet ☒ Yes ☐ No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

This agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein. Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Seller **MARK E. MORROW, TRUSTEE**

Seller **JOANNE R. MORROW, TRUSTEE**

Seller **THE MORROW FAMILY ROVOCABLE TRUST**

Seller

SELLER(S) Mailing Address: **32 RIVER ROAD, LEBANON, ME 04027**

SELLER(S) Phone Number(s): **(603)605-4848**

SELLER(S) E-mail Address: **jomamo253@icloud.com**

SELLER(S) Fax Number(s): \_\_\_\_\_

Accepted by AGENCY on \_\_\_\_\_ (Date)

By: \_\_\_\_\_

Name: **Lorilyn K. Barrett, Broker**

Its Authorized Signer



## **CYBER / WIRE FRAUD ADVISORY**

Buyers and sellers need to exercise extreme caution when wiring funds in real estate transactions. Criminals/hackers target email accounts of real estate licensees as well as other parties involved in real estate transactions, including mortgage brokers, closing attorneys, and title agents. In many cases, they have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, use emails to redirect the funds to a different account. These emails are convincing and sophisticated and may look like legitimate emails from parties in the transaction. You should look carefully at the entire email address as it may look legitimate but will contain some small change to fool you for example, joe@acme.com becomes joe@acrne.com a very hard distinction to pick up. If you believe you have received questionable or suspicious wire transfer instructions, immediately contact the title company/closing agent and your real estate professional.

### **Do NOT Initiate the Electronic Transfer of Funds (Wires) Without Double Checking the Legitimacy of the Destination**

**In every real estate transaction, Buyer and Seller are advised to:**

- **Never wire funds without personally speaking with the intended recipient of the wire to confirm the routing number and account number.**
- **Verify that the contact information for the wire transfer recipient is legitimate. Buyer and seller should each call using a phone number that has been independently obtained, not the phone number contained in the email containing the wiring instructions.**
- **Never share personal information such as social security numbers, bank account numbers and credit card numbers, unless it is through secured/encrypted email or personal delivery (or phone call) to the intended recipient.**
- **Take steps to secure the system you are using with your email account such as using strong passwords and secure WiFi and email using a domain name account (safer than using a public account such as aol or gmail).**

**If you suspect that you have been victimized by wire fraud:**

- 1) **Contact the financial institution immediately and ask them to do a “swift recall”.**
- 2) **Then call your local law enforcement immediately (town police department or county sheriff's office) to report the incident.**
- 3) **Then call the FBI immediately (24 hours or less) and let them know you are reporting the incident within 24 hours and file a complaint online at www.ic3.gov. Your chances of recovery are greater with less than 24-hour reporting.**

**To contact the FBI in Maine:**

**Augusta: 207-622-2902 -- Bangor: 207-947-6670 -- Portland: 207-774-9322**

**Even if you cannot undo the damage, file a complaint as specified above as this will help track the criminals.**

### **Again, Do Not Initiate Wires Without Double Checking the Legitimacy of the Destination**