



EXCLUSIVE LISTING AGREEMENT (RIGHT TO SELL, LEASE, OR RENT REAL ESTATE) (Broker Representation of Owner/Seller)



Check all boxes that apply.

1. **THIS AGREEMENT** is entered into by and between prospective **SELLER(S)** (print name per title) Ryan Allen Bates
hereinafter called "Owner"

and (Brokerage/Firm) Peoples Company

OWNER'S BROKER, hereinafter called "Broker" or "Agent". The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller, landlord or optionor. The term "Buyer" shall include buyer, tenant or optionee. The terms "sell" and "sale" shall include sell, lease, rent, exchange or option. Owner or Owner's duly authorized agent whose signature appears below, hereby grants to the undersigned **BROKER**, the exclusive right to

(☒ **sell**) (☐ **rent**) (☐ **lease**) for an irrevocable period beginning the 14th day of September,
2026 and ending at 11:59 PM the 10th day of February, 2027 (the "Exclusive Period")
the following property.

2. **THE REAL PROPERTY** located in Monroe County County, Iowa, legally described as

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 72 NORTH, RANGE 16 WEST OF THE 5TH P.M., MONROE COUNTY, IOWA, EXCEPT PARCEL D AS SHOWN IN A REVISED PLAT OF SURVEY FILED MAY 7, 2010 IN BOOK 2000 PAGE 585.
The property is located in Monroe County at 7336 168TH ST, ALBIA, IOWA 52544.

Address: 7336 168th Street, Albia, IA 52531

Other (Parking, Storage Areas, etc.): _____

3. **INCLUDING** (if any) all property that integrally belongs to or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fuel tank, air conditioning equipment (window or central), door chimes, built-in items and electrical service cable, garage door opener and _____ control(s), other attached fixtures, radio and/or attached TV receiving equipment, fence, trees, bushes, shrubs, and plants.

OTHER ITEMS EITHER INCLUDED OR EXCLUDED (SPECIFY): _____

Notice: Items marked "included" are intended to remain with the property after sale. However, included items may be negotiable between Buyer and Seller, and requested items should be in writing as either included or excluded in any Offer to Buy/Purchase Agreement. The Offer to Buy/Purchase shall be the final terms of any agreement.

4. **GROSS SALES PRICE** to be \$ 295,000 on the following terms: Cash, Conventional, FHA, USDA

POSSESSION will be given at closing and owner will pay to Broker a **PROFESSIONAL SERVICE FEE** of \$ _____ or 6 % percent of the gross sales price, or \$ _____ or _____ % percent of gross 12 month lease, whichever is greater if:

- Broker procures a Buyer during the Exclusive Period ready, willing and able to purchase at the above price and terms, or on any other price and terms agreeable to Owner; or:
- Owner or anyone else sells, exchanges, leases, rents or otherwise transfers the property during the Exclusive Period at any price or on any terms (or as provided in paragraph 9); or:
- The property is sold, transferred, leased, rented, or exchanged, by any person, within 30 days after the end of the Exclusive Period (the Protection Period), to any person, firm or corporation, to whom Broker or any person representing Broker has a causal connection and presented for sale this property during the Exclusive Period, if Broker supplies Owner with a list of names and contact information of persons at or before the end of the Exclusive Period. Provided, however, that Owner shall not be obligated to pay the Professional Service Fee if: (1) a valid listing agreement for the Property is entered into during the Protection Period with another licensed real estate broker and the sale of the Property is made during the Protection Period; and (2) Owner does not reserve the parties on the protected list from the new listing; or:

Seller(s) (Initials) RTB **acknowledge that they have read this page.**

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EXCLUSIVE RIGHT TO SELL, LEASE OR RENT REAL ESTATE (Continued)

d. Owner prevents the sale of this property by any adverse action, including, but not limited to, prohibiting the buyer from making improvements to the property required by lender prior to settlement, not performing the contract in good faith, or attempting to cancel this agreement without cause. Owner agrees to deliver abstract or assist Buyer in obtaining title insurance and a good, marketable title.

e. In the event an offer is accepted on this property during the term of this listing agreement or any protection period thereafter, all parties agree the terms and conditions of the listing agreement will be extended to cover and accommodate final settlement, document recording, and administrative tasks to facilitate the transaction.

The professional service fee shall be payable in cash in the county in this state where Broker has his principal office, at the time of the transaction settlement. Owner authorizes Broker or other escrow agent to pay Broker from Owner's proceeds of the sale.

5. **COOPERATIVE BROKERAGE ARRANGEMENTS.** Owner agrees that Brokerage may cooperate with and compensate other Brokerages, that Brokerage may utilize its own independent business judgment to determine which brokerages it will cooperate with and the amount of compensation (if any or differing amounts) it will offer differing Brokerages. Broker will disclose to Owner any policy which would limit participation of any other brokerage. On this transaction Brokerage may offer compensation to other Brokerages of up to (\$ _____) or (3 _____% percent of gross sale price) or (50 _____% percent of gross commission received). If a referral fee is to be paid, a Referral Disclosure will be provided.
6. **BROKER** is given permission to: (1) Submit property data to the Multiple Listing Service along with all marketing information including utility and tax information both before and after closing; (2) advertise this property via any reasonable means, including display of interior photographs and online; (3) (☒ **may**) (☐ **may not**) place a for-sale sign thereon; (4) remove all other for-sale signs; (5) (☒ **may**) (☐ **may not**) place a lock box thereon; (6) show the property at all reasonable times; (7) show other property and provide comparative data to prospective buyers; (8) recommend property inspections at buyer's expense. (9) Utilize best efforts to sell the property. Brokerage/Agent shall not pay for any services (other than the above) without the written agreement between Brokerage and Client. Broker may also make the following selling statement to prospective buyers:

Broker (☐ may) (☐ may not) disclose this reason for selling:

Information contained in this box only for use with Brokerages operating as a Virtual Office Website (VOW)

Virtual Office Website (VOW) Policy – The following options are available if the Owner/Seller so desires.

Owner/Seller:

- a. ☐ advises brokerage that Seller does not want the listed property to be displayed on any internet site ; or
- b. ☐ advises brokerage that Seller does not want the address of the listed property to be displayed on the internet.

Owner/Seller understand and acknowledge that, if option (a), is selected consumers who conduct searches for listings on the Internet will not see information about my listed property(ies) in their search results.

Advertising: If Owner/Seller advertises on their own, Brokerage name and number shall not be on any marketing or advertising, unless the Brokerage has approved and provided written consent to Seller. Seller shall inform brokerage of any form of independent advertising.

7. **OWNER INQUIRIES:** Owner agrees to refer to Broker all inquiries from any person received during the Exclusive Period. Owner agrees to provide the Broker access to the property at all reasonable times and agrees to assist in marketing the property. Owner authorizes the Broker to release any mortgage, credit, or loan information which may be necessary or useful to promote and complete the sale of the property.
8. **RENTAL LIMITATIONS.** If the subject property is being offered for sale, owner agrees that this property will not be rented during the term of this agreement, unless the lease specifically provides that the property may be shown upon NA hours notice to the tenant during reasonable hours and that possession shall be given to a buyer within NA days of accepted offer. Is this property being sold subject to tenants' rights? (☐ yes) (☒ no). If yes, attach lease(s) and/or rental agreement(s).
9. **EARNEST MONEY.** Broker may: (1) accept earnest money deposits; (2) hold earnest money checks until both buyer and seller have executed a sales agreement; (3) deposit earnest money in Broker's trust account; (4) hold earnest money until the transaction has been consummated or otherwise terminated; (5) require written releases from all parties before releasing trust funds. If a buyer deposits earnest money and thereafter defaults, the balance of the earnest money shall be paid to Owner: and Owner (☐ agrees) (☒ does not agree) to pay a sum equal to one-half of the earnest money (but not exceeding the amount of the Professional Service Fee) to Broker for Broker's services.

Seller(s) (Initials)



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EXCLUSIVE RIGHT TO SELL, LEASE OR RENT REAL ESTATE (Continued)

- 10. OWNER REPRESENTATION OF PROPERTY.** Owner agrees to complete and accurately describe all items required by a Sellers Disclosure of Property Condition form which satisfies the requirements of Chapter 558A of the Code of Iowa and to advise the Broker of any structural or other defects known in the property which a reasonable inspection could not discover. The Owner further warrants they have utilized ordinary care in completing form and all information disclosed will be correct and agrees to indemnify and hold harmless the broker from any and all loss, damage or expense to which Broker may be subject in connection with the failure to make adequate disclosure by Owner, including reasonable attorney fees and costs. The Owner acknowledges that the Broker has a legal duty to disclose to all parties any Material Adverse Facts which the Broker has actual knowledge and which a reasonable inspection by the proposed Buyer would not reveal. Owner also agrees to complete a Lead Based Paint Disclosure if obligated under Federal or State Laws.
- 11. HAZARDOUS MATERIALS AND DEFECTS.** Owner represents that there are no known hazardous materials or contaminations of any kind, nor any known defects, structural or otherwise, in, on or about the property, except NA (If none, so state)
- 12. EQUIPMENT, FIXTURES AND MECHANICAL SYSTEMS.** Owner agrees that all equipment and fixtures, including appliances (if any), electrical, plumbing, heating, and cooling, as part of this sale, will be in operating condition and performing the function for which they were intended, on either the date of possession or settlement, whichever takes place first, except NA (If none, so state)
- 13. INDEMNIFICATION** Owner warrants that all information given herein, and set forth on any property data sheet provided to Broker, is correct to the best of Owner's knowledge and belief and indemnifies Broker from all damages that may arise out of undisclosed, or incorrect facts or statements of Owner. Owner (☐ has) (☒ has not) reviewed the property data sheet and if reviewed accepts data thereon by signing below. If reviewed, initialed by Owner, and attached, it is made a part of this Agreement.
- 14. REMEDIES OF THE PARTIES.** If Broker successfully defends any court action lacking good cause or good faith brought against Broker by Owner, Owner agrees to pay all usual and reasonable court costs and attorney fees expended by Broker. This listing agreement and any contract arising there from, shall be interpreted, governed and construed pursuant to the laws of the State of Iowa and the parties consent that the Iowa District Court in the County where the property is located shall be the forum and jurisdiction in which to bring any cause of action arising out of or under this agreement.
- 15. AGENCY DISCLOSURE.** Owner acknowledges receipt of the disclosure "Agency/Policy Disclosure and Acknowledgement" from Broker. Owner agrees, as a part of Broker's real estate business, Broker and Broker's affiliated licensees may represent buyers as clients and enter into written Buyer Agency Agreements to serve as buyer's Agent. Owner (☒ desires) (☐ does not desire) that Broker show to buyer(s) such Seller client property, which meets buyer's price range and needs. A **Dual Agency Potential/Consent Agreement** (☒ is) (☐ is not) attached. If attached, it shall be made a part hereof. An **Appointed Agency Agreement** (☐ is) (☐ is not) attached. If attached it shall be made a part hereof.
- 16. BROKERAGE SERVICES ONLY.** Owner acknowledges that Broker is acting as a Real Estate Broker only and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant or other professional service advisor. **Owner is hereby advised to seek such other professional advice as may be important to Owner. The following minimum service shall be provided to the client by brokerage:**
1. Accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease.
 2. Assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is completed.
 3. Answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies.
 4. Provide prospective buyers access to listed properties.
- 17. REQUEST TO COMPLETE FORM DOCUMENTS AND PERMISSION TO CALL.** Owner requests that Broker select, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard, and declaration of value forms, and authorize Broker to call Residence.

Seller(s) (Initials)



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CLIENT GUIDE

***Thank you for choosing to work with
Peoples Company to market your property.***

In an effort to assist you through the transaction we have identified key components of your transaction below and an estimated timeline. This can provide you with direction and details we will need from you as we work to transfer the deed to your property.



PRIOR TO THE TRANSACTION

- ☐ If applicable, provide articles of incorporation, power of attorney, trust documents, or corporation bylaws to the real estate agent to verify individuals that have signing authority.
- ☐ Sign listing agreement, sellers disclosure, agency representation, release of program information. This can be done electronically or in person. Copies will be provided to you.
- ☐ Identify any specific conditions relevant to the transaction that buyers and the real estate agent need to be aware of through the Seller's Disclosure (rental agreements, access, easements, judgements, wind/solar leases, mineral rights, water rights, etc).
- ☐ If applicable, arrange a time for the real estate agent to come photograph and drone the property.
- ☐ If applicable, locate abstract(s) for property and provide them to the real estate agent or local abstract/title company.
- ☐ A closing/settlement agency should be selected. Please provide contact information for your attorney or closing/settlement agency of choice.
- ☐ If property is currently mortgaged, provide lender contact information to the real estate agent to avoid closing delays.



TRANSACTION TIMELINE

- Upon execution by both parties, you will receive a copy of the signed purchase agreement along with agency disclosure documents. The purchase agreement is the contractual agreement between the buyer and seller and identifies key components of the transaction, including closing date, earnest money, conditions, etc.
- If applicable, verify conditions of the purchase agreement have been met prior to the closing date.

CLOSING THE TRANSACTION

- Ensure all necessary parties will be able to participate in the closing if they are required to sign (ie spouse, partner, LLC president, etc).
- Utilize settlement statement to provide, if necessary, wiring/ACH instructions.

AFTER THE TRANSACTION

- Make sure to provide us feedback on our new client survey! Our mission is to deliver innovative solutions to our clients with a team of cohesive land professionals focused on building lasting relationships. We hold honesty and respectfulness as our highest values and follow through with what we say. We want to hear from you!

WHAT YOU CAN EXPECT FROM US



As your licensed and contracted real estate agent, here is what you can expect from us:

- Upon completion of both parties you will receive a copy of the signed purchase agreement along with agency disclosure documents. The purchase agreement is the contractual agreement between the buyer and seller and identifies key components of the transaction, including closing date, earnest money, conditions, etc.
- Consistent communication throughout the transaction to keep you in the loop.
- Facilitation of the transaction including collaboration with abstractors, title companies, attorneys, lenders, and the buyer.
- Access to custom marketing materials through our in-house, professional graphic design team giving each property a distinct identity.
- Exposure of your property on our industry-leading website including downloadable FSA maps, soils maps, plat maps and aerial photography. Additionally your property will be accessible to buyers via the Multiple Listing Service.
- A market listing report that shares the viewing activity.
- After the transaction has been completed, copies of all contractual documents will be provided.