



125 E. CHERRY STREET
P.O. BOX 411
VERMILION, SOUTH DAKOTA 57069

BUS. (605) 624-4474
FAX (605) 624-4476
TOLL FREE (877) 322-3958

LISTING AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND IT, SEEK LEGAL ADVICE.

Seller: Roger Lytle
Address: 813 Tom St., Vermillion SD
Listing Date: 12-21-10 Expiration Date: 7-21-11 (midnight)

If a purchase agreement is entered into by Seller during the term of this agreement, the termination thereof shall extend to and include the date of closing under said purchase agreement as to the purchasers only.

1. The undersigned Seller warrants that Seller is the owner of record of the property or has the written authority, attached, to execute this Agreement on behalf of the owner of record and hereby grants the undersigned Broker, for the above term, the exclusive irrevocable right and privilege to sell the following property legally described as:

1914 Marshfield 14x70

Also known as: 813 Tom St.

For the sum of: \$ 4,000.00

On the following terms: CASH

or with Seller's consent, for a lesser sum or on other terms, which price includes all encumbrances, taxes, and assessments.

2. A. Broker will represent Seller as outlined in Article I of the attached Agency Agreement Addendum. Broker will act, with Seller's consent, as outlined in Article III when showing Seller's property to buyer client(s) of Broker. Seller acknowledges and consents that Broker may represent and/or assist other sellers of similar properties. Prospective buyers will be offered the opportunity to inspect Seller's property and also any or all similar properties.

B. Seller authorizes Broker, by initials in the appropriate space, to:

(a) cooperate with brokers who represent buyers. Yes RDL / No _____ / _____

(b) compensate cooperating brokers. Yes RDL / No _____ / _____

3. The term "sale" shall be deemed to include any exchange or trade to which Seller consents. In the event of an exchange or trade, Broker is permitted to represent and receive compensation from both parties.

4. Seller represents the title of the property to be good and merchantable and hereby represents that all known encumbrances, liens or clouds on title are disclosed. In the event of a sale, exchange or trade, Seller at Seller's expense will convey good and merchantable title to said property by Warranty Deed or sufficient conveyance instrument to Buyer, thereof. In the event of an undisclosed encumbrance that results in cancellation by Buyer, discharge of Buyer from purchase price and/or assumption by Buyer who is credited on the purchase price for the undisclosed encumbrances, liens, or cloud on title, Seller shall be liable to Broker for fee outlined in Section 5 as though contract of sale was not canceled.

5. If during the period of this agreement the property is sold by Seller, Broker, a cooperating broker, or anyone else; or should any of the aforementioned produce a purchaser ready, willing, and able to purchase the property; or within 30 days after the expiration or mutual written termination of this contract, a sale is made to any person to whom the property has been shown during the listing of this contract, a sale is made to any person to whom the property has been shown during the listing period; Seller agrees to pay a fee for professional services of \$ 1,500.00 OR _____ percent of the selling price plus appropriate sales tax. Seller further agrees that Broker or Broker's authorized representative may act as escrow agent for all the money, papers, and documents associated with this transaction. If this property is listed with another licensed real estate broker after expiration or mutual written termination of this listing, this contract shall be null and void in its entirety.

- 6. If an accepted offer and agreement to purchase does not close, both Buyer and Seller must agree in writing prior to release of earnest money in accordance with SDCL 36-21A-81. If the earnest money deposited by Buyer is forfeited, the earnest money, less expenses, will be divided between Broker and Seller with 100% to Seller and _____% to Broker. However, in no case may Broker's share exceed the commission stated herein.
- 7. The following personal property is included in the stated price and shall be conveyed by Seller to Buyer, free of liens and without warranty of condition, by a bill of sale at closing and in accordance with its terms:

3 piece Couch/love seat - coffee table, end tables
washer & dryer

8. Seller authorizes Broker, by initials in appropriate space, to:

- A. place property with the Multiple Listing Service. Yes RDL / _____ No _____ / _____
- B. place a "For Sale" sign on property. Yes RDL / _____ No _____ / _____
- C. install a lockbox on the property. Yes RDL / _____ No _____ / _____
- D. request mortgagee to release information to Broker. Yes RDL / _____ No _____ / _____
- E. request utility companies to release information to Broker. Yes RDL / _____ No _____ / _____
- F. advertise by computerized or other media. Yes RDL / _____ No _____ / _____
- G. disclose to buyers or buyers' agents that Seller has received other offers. Yes RDL / _____ No _____ / _____

- 9. This property is offered for sale regardless of race, color, creed, religion, sex, disability, familial status, country of national origin or any other category protected under federal, state or local law.
- 10. Seller(s) shall complete and submit a property condition disclosure statement as required by SDCL 43-4-38, unless exempt pursuant to SDCL 43-4-43, with this listing agreement.
- 11. Seller(s) shall complete and submit a lead-based paint disclosure if property is residential and was built prior to 1978 as required by federal regulation.
- 12. Seller agrees to indemnify and hold harmless Broker and Broker's agents from any claim(s) arising out of misrepresented or incomplete disclosure statements made by Seller.
- 13. Seller acknowledges that there may be tax consequences arising out of the sale of this property and is advised to seek competent tax advice.
- 14. Unless otherwise agreed in writing, Seller acknowledges that Broker and Broker's agents owe no duty to conduct an independent inspection of the property or to conduct an independent investigation of Seller's financial condition, and owe no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by Broker and Broker's agents to be reliable.
- 15. This Agreement shall be binding upon and inure to the benefit of Seller's heirs, executors, administrators and assigns of the respective parties to this Agreement.
- 16. Special instructions: Call office to show

Receipt of a copy of this contract by the seller has been acknowledged.

Seller Roger D. Jyle SS# 516-90-8997 Date 12/16/10

Seller _____ SS# _____ Date _____

Broker/Firm Glynis Erickson / Dakota Realty

by Agent Tomya Madsen Date 12-16-10

REAL ESTATE RELATIONSHIPS DISCLOSURE

South Dakota real estate brokers are required to develop and maintain a written office policy that sets forth agency and brokerage relationships that the broker may establish. The broker must disclose in writing the types of agency and brokerage relationships the broker offers to consumers and to allow a consumer the right to choose or refuse among the various real estate relationships. The following real estate relationships are permissible under South Dakota law.

Single Agent-Seller's/Landlord's Agent: Works on behalf of the seller/landlord and owes duties to the seller/landlord, which include good faith, loyalty, and fidelity. The agent will negotiate on behalf of and act as an advocate for the seller/landlord. The agent may not disclose confidential information without written permission of the seller or landlord.

Single Agent-Buyer's/Tenant's Agent: Works on behalf of the buyer/tenant and owes duties to the buyer/tenant which include good faith, loyalty, and fidelity. The agent will negotiate on behalf of and act as an advocate for the buyer/tenant. The agent may not disclose confidential information without written permission of the buyer or tenant.

Disclosed Limited Agent: Works on behalf of more than one client to a transaction, requiring the informed written consent of the clients before doing so. A limited agent may not disclose confidential information about one client to another without written permission releasing that information. While working to put the transaction together, agents in a limited agency transaction cannot negotiate nor advocate solely on behalf of either the seller/landlord or buyer/tenant. A limited agent may not be able to continue to provide other fiduciary services previously provided to the client.

Appointed Agent: Works on behalf of the seller/landlord or buyer/tenant and owes the same duties to the client as that of a single agent. A seller/landlord or buyer/tenant with an appointed agency agreement is represented by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the seller/landlord or buyer/tenant. The named appointed agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's responsible broker or the broker's designated broker who is also named in the agreement. Other agents in the firm have no duties to the seller/landlord or buyer/tenant and may act solely on behalf of another party in the transaction. The responsible broker and the broker's designee act as a disclosed limited agent when appointed agents within the same firm are representing their respective clients in the same transaction.

Transaction Broker: Exercises reasonable skill and care in assisting one or more parties with a real estate transaction without being an advocate for any party. Although the transaction broker will help facilitate the transaction, the licensee will serve as a neutral party, offering no client-level services (such as negotiation) to the customer. The transaction broker may not disclose confidential information about a party to another without written permission releasing that information.

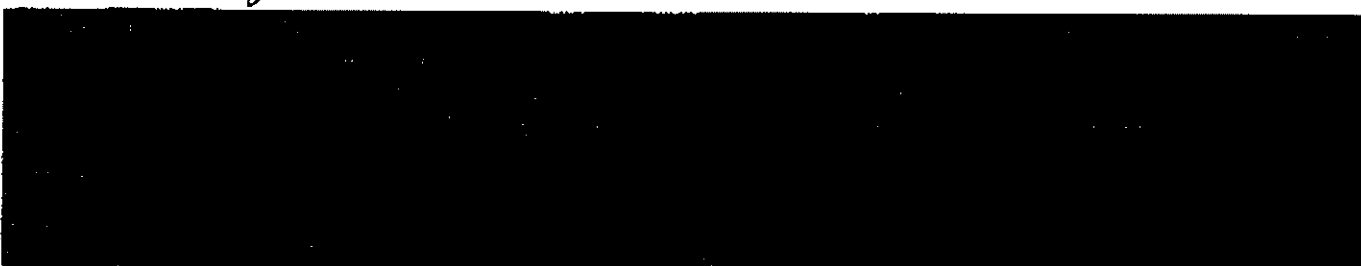
Duties of a buyer, tenant, landlord, or seller: The duties of the real estate licensees in a real estate transaction do not relieve a party to a transaction from the responsibility to protect the party's own interests. Persons should carefully read all documents to ensure that they adequately express their understanding of the transaction. If legal or tax advice is desired, consult a competent professional in that field.

All real estate licensees must provide disclosure of all actually known adverse material facts about the subject property or a party's ability to perform its obligations.

South Dakota law requires a written agreement which sets forth the duties and obligations of the parties as described in the brokerage relationships itemized above.

The office policy of Dakota Realty (company) is to offer only those services marked above.

By Tonya Madsen (licensee)



By marking a box and signing below, it is understood that the consumer is working without the benefit of client or transaction broker representation.

Buyer/tenant understands that Broker is not representing Buyer/Tenant as a client or working with Buyer/Tenant as a transaction broker. Buyer further understands that Broker is acting as agent for the seller or is assisting the seller as a transaction broker.

Seller/Landlord understands that Broker is not representing Seller/Landlord as a client or working with Seller/Landlord as a transaction broker. Seller further understands that Broker is acting as agent for the buyer or is assisting the buyer as a transaction broker.

Signature(s) _____ Date _____ Time _____ am/pm



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