

SELLER'S AGENCY LISTING AGREEMENT

In consideration of your efforts to find a buyer of the boat dock more particularly described as _____, _____ (“Seller”) appoints Dock Realty, Inc. (“Broker”), as the sole and exclusive agent with exclusive right to sell, for finding buyers for the period beginning with the date of this contract and ending at __:___.m. on the _____ day of _____, _____ at the sale price of \$_____ and terms of cash or with Seller’s consent, for a lesser sale price.

If a ready, willing and able buyer is procured by Broker, Seller, or any other person during the time this Contract is in force, Seller shall pay to Broker ten (10) % of the sales price as Broker’s compensation due. Such compensation shall be paid if property is optioned, sold, conveyed, or otherwise transferred within 60 days after the termination of this Contract or any extension thereof to anyone to whom Broker has submitted the property during the exclusive right to sell listing period; provided Seller has received notice in writing, including the name of prospective buyers, before or upon termination of this Contract or any extension thereof. If an exchange of the boat dock for other property is negotiated by Broker, the same compensation shall be paid.

Conditions:

1. Seller authorizes Broker to accept earnest money from time to time to be applied on the sale price and to place the earnest money in an escrow account until closing of the sale.
2. Seller authorizes Broker to list the property in advertising publications and to furnish Seller’s disclosure statement to any interested parties.
3. Seller authorizes Broker to photograph the property and use such to advertise the property.
4. Seller authorizes inspections by Broker, Broker’s agents, buyer’s agents, transaction brokers, prospective buyers, lenders, appraisers and inspectors to make, or allow 3^d parties to make inspections of the property upon reasonable notice to Seller, and to disclose the resultant opinions.
5. Facsimile signatures are hereby declared to be the same as original signatures to this contract.
6. Seller will refer all inquiries and prospects Seller may receive to Broker to avoid conflict and confusion.
7. In the event of nonperformance by a buyer through no fault of Broker, if earnest money is held in escrow, and if that money is surrendered to Seller, the earnest money shall go first toward reimbursing expenses of Seller or Broker incurred in connection with the possible sales, and the balance to be paid one-half (1/2) to Seller and one-half (1/2) to Broker.
8. Seller acknowledges that Broker may from time to time act not only as Seller’s agent but also in the capacity of Buyer’s agent as a dual agent or transaction agent, and Seller hereby consents to such dual role.
9. Seller acknowledges that Broker may appoint or designate agents and sub-agents in the course of this Brokerage and hereby consents to such.
10. The prevailing party shall be entitled to reasonable attorney’s fees and costs incurred in any dispute arising out of this contract.

Dock Realty, Inc.

Broker

Seller