

Scotti Ringley



PRE-LISTING PACKET FOR SELLERS

ENCLOSED YOU WILL FIND INFORMATION REGARDING *SCOTTI* AND HER OFFICE OF PROFESSIONALS,
THE SYSTEM SCOTTI HAS CREATED TO GET YOUR HOME SOLD QUICKLY AND FOR TOP DOLLAR,
A LIST OF THINGS YOU CAN DO TO PREPARE FOR HER VISIT,

DETAILS OF *SCOTTI'S* GUARANTEES,

A LIST OF REAL ESTATE MYTHS, EDUCATIONAL INFORMATION ABOUT THE ENTIRE SELLING PROCESS,
AND MUCH MORE!

PLEASE REVIEW THIS PACKAGE AND COMPLETE/RETURN THE LAST FOUR PAGES BEFORE YOUR NEXT
APPOINTMENT WITH *SCOTTI*.

REALTOR®

Scotti Ringley



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Dear Homeowner,

Thank you for taking the time to review this package. I have provided these materials in advance of our meeting so that you will know a little more about me, my services, and how they will benefit you.

You're ready to **SELL** your property! While you're looking forward to seeing a "**SOLD**" sign in your yard, you know there's still a lot to consider. Your most important decision is to select the right real estate agent.

You deserve much more than a sign in the yard. You deserve an agent that will be at your side, from listing to closing, ensuring the transaction runs smoothly and that you get the most money possible from your sale. You deserve an agent that will take the time to listen, understand your challenges and goals, and answer any questions you may have along the way. I do know that selling a home can be either an emotionally trying time, or a very exciting one. My job is to provide you with enough solid information so that you can make an honest, informed decision based upon facts, not hype.

I am different from most real estate professionals. I have built my business by providing an extremely high level of service to my clients and by making sure they know how much their business means to me. I offer myself as a resource for all the questions and real estate needs of my clients, their friends and their families. As such, the majority of my business is repeat clients and referrals.

Please take a few minutes to fill out the last four pages of the packet prior to our appointment. As you look through this package, use the concerns survey at the end to note any questions that you have for me, and we will address them at our meeting.

Thank you again for the gift of your time. I appreciate the opportunity to earn your business and look forward to meeting with you!

Sincerely,

Scotti Ringley



WHY SCOTTI RINGLEY?

ABOUT ME

After a career of working as a CPA in public and private accounting at Pricewaterhouse-Coopers and Guide Corporation, respectively, my choice to enter into real estate was one of my best decisions. Joining the Keller Williams family was another great decision. My business is 80% referral based. I've built my career by providing an extremely high level of personal and professional service to my clients and by making sure they know how much their business means to me. I set myself apart from other Realtors because I genuinely take interest in their lives, long after the transaction is over. I offer myself as a resource for all the real estate or home improvement questions of my clients, their friends and family members. I have been blessed with a career doing what I love and working with great clients! I hope to add you to that list!

THE SCOTTI RINGLEY MISSION STATEMENT

It is my mission to consistently provide the highest quality, most innovative and exceptional real estate service available anywhere in the Twin Cities and southern suburbs.

My client's needs always come first. I will strive to always provide value in excess of your expectations. My constant goal is mutual respect and the development of a long term relationship that is beneficial to all parties. I aim to be your Realtor® for life!

I will provide unparalleled professionalism and exceptional service to each client. I will be positive, helpful, and enthusiastic at all times – always focusing on solutions, not challenges. I will take care of business first and foremost, but make sure that we have fun in the process. I will help you minimize the stress that could result from selling your home. I'll be there every step of the way.

I will never rest on my past accomplishments. I will intentionally maintain a spirit of excellence and improvement. I will constantly strive to create, develop, and implement new ideas, strategies, and services that will benefit my clients. I will continue to seek continuing education in all aspects of my business to increase the level of service I can offer my clients.

CORE VALUES

- ◆ Engage in honest, loyal and ethical business practices. (I sleep well at night!)
- ◆ Continually improve my services to exceed my client's expectations.
- ◆ Create and nurture a fun, exciting, creative and productive working relationship.
- ◆ Provide superior counsel to my clients through leadership, experience and knowledge.
- ◆ Tirelessly pursue personal & professional growth while reaching well-formulated goals.
- ◆ Work with the most enjoyable and motivated clients...that's you!

WHY KELLER WILLIAMS?

Created as a grand experiment, Keller Williams operates on the premise that if the company focuses all its resources on building its agents' businesses, the agents in turn will build the company beyond all expectations. With that philosophy, we are reshaping the global industry landscape.

Today, more than **110,000** associates and nearly **700** market centers across the globe are affiliated with Keller Williams.



OUR BELIEF SYSTEM



At the core of Keller Williams Realty is a conviction that who you are in business with matters. We believe that the company we keep can contribute to our lives in untold ways. To help cement this understanding, we've formalized a belief system called the WI4C2TS that guides how we treat each other and how we do business.

- ◆ WIN-WIN or NO Deal!
- ◆ Integrity: Do the Right Thing!
- ◆ Customer: Always Comes First!
- ◆ Commitment: In All Things!
- ◆ Communication: Seek First to Understand!
- ◆ Creativity: Ideas Before Results!
- ◆ Teamwork: Together Everyone Achieves More!
- ◆ Trust: Begins with Honesty!
- ◆ Success: Results Through People!

WHY WORK WITH A REALTOR®?

Real Estate transactions involve one of the biggest financial investments most people experience in their lifetime. Transactions today usually exceed \$200,000. If you had a \$200,000 income tax problem, would you attempt to deal with it without the help of a CPA? If you had a \$200,000 legal question, would you deal with it without the help of an attorney? Considering the small upside cost and the large downside risk, it would be reckless to consider a deal in real estate without the professional assistance of a Realtor®. As your Realtor®:

- I can help you negotiate. This is what I do everyday, it's a learned, practiced skill.
- I know when, where and how to advertise your property.
- I can help you objectively evaluate every buyer's proposal without compromising your marketing position.
- I can guide you through the closing process to ensure a smooth & successful closing.
- I can provide you with up-to-date information on what is happening in the marketplace and the price, financing, terms and condition of competing properties.
- I have many professional network relationships to refer as needed (painting, staging, flooring, electricians, plumbers, general contractors, legal, accounting, title, and more.)
- I have taken additional steps to become a member of my local Association of Realtors (SPAAR) and have agreed to act under and adhere to a strict Code of Ethics.

TEAM APPROACH

Keller Williams Realty was designed to reward agents for working together. We stand on the belief that we are all more successful if we strive towards a common goal rather than our individual interests.

SPECIALIZED SERVICE

My attention to every detail is the most important part of this job. I will negotiate on your behalf to ensure the best possible result. The quality of my service is only as good as you, the client, says that it is.

EFFECTIVE COMMUNICATION

I will make every effort to be available to answer any questions you may have along the way. Together we can decide the frequency and type of communication that is most convenient and effective for you.

MY GOAL IS TO HELP MAKE YOUR HOME SELLING EXPERIENCE AN ENJOYABLE ONE!



TESTIMONIALS—What my clients say about me!

- ⇒ We are so grateful for the privilege of working with an agent who took personal interest in what our dreams and desires were. And even when I was giving up hope in finding that perfect fit, Scotti stayed on task and came through marvelously. We know that anyone we steer to Scotti will have the best of service in their real estate needs. — Tom and Carol, Apple Valley, MN
- ⇒ Scotti Ringley has performed multiple Real Estate transactions for my family over the last three years. As a business person, I have found few people with a higher moral and business character than Scotti. In our dealings with her, she has been professional, friendly and competent in everything that she has done. She has provided multiple options for us to review, and her recommendations are sound and helpful. There is not a Real Estate Agent that I could recommend higher. We will continue to work with Scotti on our Real Estate transactions, and think the world of her. — Mike and Rachel, Lakeville
- ⇒ The best thing about working with Scotti is that she works for you. She always returned calls in a timely manner, answered questions we had, and was honest with her counsel on what we could ask for in our offer and counter-offers. We wanted our closing date moved up, and she got it done for us. She also made sure everything was in place for our closing, and helped us find a polite and thorough home inspector. From start to finish, Scotti was professional, polite, and extremely capable. We would recommend her to anyone! David and Tonya, Shoreview
- ⇒ Ms. Scotti Ringley worked very hard on our behalf to find a very specific type of house and yard. It was an extremely difficult assignment but she did not give up. We are very happy with our new home and owe her and her company a debt of gratitude. — Barry and Linda, Apple Valley
- ⇒ It has almost been one year now that we have been in this house and I am loving it more and more! Thank you so much for your efficient, professional, and very qualified team that helped us through a complex process. We appreciated the speed with which you accomplished things, and how you managed to help us get through "red tape" and insurmountable hurdles! We feel that this house is such a blessing to us and we will use it to be a blessing to many other people--as it already has been! — Dennis and Becky, Burnsville
- ⇒ Our family cannot be more thankful for the great help and support we received from our realtor, Scotti Ringley. In 2012 we faced the most emotional experience of our lives, losing both Mom and Dad 7 months and 7 days apart from each other. The decision was made to sell their home in Savage, MN. Needless to say, we felt overwhelmed with all aspects of this, from sorting and boxing possessions, needing to decide on improvements that should be made before listing, listing price, etc.... Scotti walked us calmly through the process and offered us great, but not pushy, advice. The house went up for sale in November 2012, not an ideal time to sell a home. We had an offer within a couple of weeks, that shortly thereafter, did not go through. Scotti reminded us that we might end up better off with a better offer. She was right! We received another offer within a couple weeks that exceeded our expectations. I would recommend Scotti Ringley for many reasons that include honesty and integrity, but most of all because her heart is to serve her clients with the best possible experience in either buying or selling their home. — Lisa, Savage



FREQUENTLY ASKED QUESTIONS

Q: How can I get the highest price for my property?

A: Your decision to **SELL** your property is one that I take very seriously. It is my goal to **SELL** your home in the shortest amount of time and at the highest price. In order to do that, I conduct an analysis of similar properties that have been placed on the market—especially those that have **SOLD**—within your neighborhood. Based on that analysis and the timeframe you establish for selling your property, I recommend a price range that will allow it to be **SOLD** in the shortest amount of time. With a keen understanding of the latest local listings and sales data, the information you need is at my fingertips.

Q: What happens if I overprice my property?

A: Many potential buyers won't consider your property because they assume it is out of their price range. They may not even see your listing if it's out of their criteria range on auto email alerts. The first week is where the property gets the most visibility! We want to take advantage of that internet traffic. If overpriced, comparison shoppers will be encouraged to bid on another property. In essence, you are helping to market someone else's properly priced home. If you are overpriced, other agents are less likely to show your property to buyers. Agents know the market! Properties left on the market for extended periods of time become shopworn or overlooked. Buyers assume that something is wrong with the property or it would have **SOLD** already.

Q: How quickly can I **SELL** my property?

A: Of course, you want to **SELL** your property quickly, and that is my number-one goal! The length of time your property is on the market is directly related to the selling price. If a home is not selling, the marketplace is saying the property is not priced properly.

Q: What is Personal Property? What must stay with my home?

A: Anything that is not affixed to the property itself must stay; this means that you have the right to take appliances with you. However, this is not common. If it is affixed permanently to the property, you must leave it there. This will be discussed in much further detail to you.

Q: Do I pay for the Home Inspection?

A: In most cases, you as the seller will not pay for the Home Inspection. There are instances where certain municipalities require a Truth In Sale Housing inspection be conducted by the seller prior to listing. These cities include, but are not limited to, Minneapolis, St Paul, South St. Paul, Bloomington, Maplewood, and Golden Valley.

Q: Do I pay for a Home Warranty?

A: A home warranty placed on the property is completely negotiable on the offer that is written on your home. There are some cases where the seller can choose to purchase a home warranty prior to listing as a buyer incentive. This is particularly advantageous for homes with older appliances or mechanicals. It gives potential buyers peace of mind when purchasing your home.

COMMON REAL ESTATE MYTHS

MYTH

A "discount" broker can do just as well and save me money.

TRUTH—Successfully marketing a property in our competitive marketplace takes skill and resources. All of the promotional costs such as photos, brochures, printing, signs, advertisements, MLS fees, direct mail, staging, electronic access, etc. are paid for by Scotti. How will a discount broker offer such a complete marketing campaign? Does the discount broker have the motivation to personally tend to your specific needs? Do they have a proven track record of success, or are they just using the lower commission to try to win your business? Do they have the expertise or time required to guide you through the problems that could develop during the closing process? Remember, you only actually pay a brokerage fee if and when your property sells. Many sellers have found that their commission with a discount broker was really zero, because their property never **SOLD**! Isn't it interesting that not a single discount broker has a dominant market share in any major city in the country.

MYTH

Property condition is not that important to buyers.

TRUTH—WRONG! A property in superior condition will **SELL** faster and for a higher price than a home in average condition. Many buyers do not want to assume responsibility for the cost of large repairs after purchasing the home. Buyers purchase properties that are most appealing, and a home in great condition with a reasonable asking price always tops the list. Sellers that invest in necessary repairs and keep their home clean and fresh always reap the rewards!

MYTH

*Empty homes are harder to **SELL** than occupied homes.*

TRUTH—Vacant homes often **SELL** faster for several reasons, but again it all depends on condition. A vacant home that is clean, in good repair, and priced fairly will sometimes **SELL** quickly because the rooms will appear larger without furniture and clutter. Buyers can easily visualize their furnishings in the home! Remember, we want the buyer to picture themselves in the home! Most agents prefer to show vacant homes because they can go anytime without worrying about making appointments, disturbing families, etc. However, in many cases, furniture staging may be necessary to help the home stand out from the competition. We can discuss what is best for you.

MYTH

Pricing a home for sale is a mysterious process.

TRUTH—Your home will **SELL** for what the market will bear, not what you owe, not what you want to net, not what you paid. To determine the range of value for your home, it takes a solid knowledge of the market. Because every home is unique, your home will **SELL** more near the high or low end of the range depending on its specific attributes like location and condition. I utilize a marketing formula along with years of experience to help you decide where to set the price. It is not simple, but it isn't mysterious either.



STEPS FOR SELLING A HOME

SELLER CONSULTATION

We will discuss your motivation, goals, concerns, and fears in the home selling process. If you have completed the survey in the back of this packet, this process will go quickly, and I will focus on your main concerns. We will go through the steps outlined below in as much detail as you would like so that you understand and are comfortable with the entire process of selling your home.

PLANNING & PREPARING

Ask yourself: If you were buying this home, what would you want to see? The goal is to show a home that is clean, de-cluttered, has neutral paint and decor, maximizes space and attracts as many buyers—and as much demand—as possible.

While part of the “getting ready” phase relates to repairs, painting, staging and other home improvements, this is also a good time to reiterate why you really want to sell.

Selling a home is an important matter, and there should be a good reason to sell—perhaps a job change to a new community, the need for more space or taking advantage of increased equity or low interest rates. Your reason for selling can impact the negotiation process, so it’s important to discuss your needs and wants in private with the Realtor® who lists your home.

Staging & improvements may be necessary to ensure the property shows well and is consistent with the neighborhood but does not involve significant capital investment. Many times, these investments cannot be fully recovered from the sale. Furthermore, improvements should reflect community preferences.

Cosmetic improvements—paint, wallpaper and landscaping—help a home “show” better and often are good investments. They can help you compete or even stand out above your competition. Mechanical repairs—to ensure that all systems and appliances are in good working condition—are required to get a top price. Most buyers perform an inspection, and unaddressed mechanical issues will be highlighted at that time and could jeopardize the transaction.

Ideally, you want to be sure that your property is competitive with other homes available in the community. Realtors®, who see numerous homes, can provide suggestions that are consistent with your marketplace. Selling a home is like competing in a beauty contest. Whatever house has the best presentation and value for the list price wins!

When everything is in place, I’ll put a lockbox on your property and order installation of a yard sign.

SETTING THE PRICE

In consideration of "Setting the Price", several factors are important:

Location, Condition, Market, and Terms

LOCATION

The pricing of your home must reflect its location. The better the location, the higher the acceptable price. School districts, high or low traffic ways and highway accessibility all need to be considered in determining the value of your home's location.

We cannot control the location.

CONDITION

The pricing of your home must accurately reflect its condition. The general upkeep and presentation of your home is critical to obtaining the highest value for your home.

The nature of the roof, plumbing, carpets, and paint all relate to condition.

Basic rule: If we can smell it. . . We can't sell it!

MARKET

The pricing of your home must accurately reflect the current market. Price per square foot is a good starting point. Recession, inflation, Interest rates, mortgage availability, inventory levels, competition, and the public's perception of the general economy all make up the market. It may be a buyer's market or a seller's market. We cannot influence the market.

We can, however, take advantage of the market.

TERMS

The pricing of your home must reflect the terms available. The more financing terms and options you accept, the more potential buyers there will be for your property. The easier the terms, the more valuable your property becomes.



SETTING THE PRICE

Let's begin with this direct statement:

I am not the one who decides how much your home is worth. The market does!

The consequences of making the wrong decision are painful. If you price your home too low, you will literally give away dollars that could have been in your pocket. In real estate, it is important to note that below market priced homes usually end up in a bidding war that drives up the price to true market value.

Price it too high, and your home will sit unsold for months, developing the reputation of a problem property. As weeks/months pass, you may have to make several additional mortgage payments. Setting the proper asking price for your home is the single biggest factor that will determine the success or failure of your home sale.

The first 30 days are critical! A property generates the most interest when it first hits the market. The number of showings is greatest during this time if it priced at a realistic market value. Starting too high and dropping the price later misses the excitement and fails to generate strong showing activity. Many homes that start too high end up selling below market value, or not at all!

I WON'T LET THIS HAPPEN TO YOU!

PRICING GUIDELINES

- What you paid for your property does not reflect its value.
- The amount of money you need to net from the sale does not effect its value.
- What you or your neighbor thinks it should be worth has no impact on value.
- What another real estate agent says your property is worth does not affect its value.
- An appraisal does not always indicate what your property is worth on the open market. In fact, appraisals for refinancing are usually at higher values than its real market value.

The value of your property is determined by what a ready, willing, and able buyer will pay for it in the open market. Generally, the first offer is your best offer. Value is determined by reviewing the sale price of other recently closed sales.

Buyers determine value!

BENEFITS OF ACCURATE PROPERTY PRICING

- **FASTER SALE:** The proper list price gets a faster sale, which means you save on mortgage payments, real estate taxes, insurance, and other carrying costs.
- **LESS INCONVENIENCE:** As you may know, it takes a lot of time and energy to prepare your home for showings, keep the property clean, make arrangements for children and pets, and generally alter your lifestyle. Proper pricing shortens market time.
- **INCREASED SALES PERSON RESPONSE:** When sales people are excited about a property and its price, they make special efforts to contact all their potential prospects and show the property.
- **BETTER RESPONSE FROM ADVERTISING:** Buyer inquiry calls are more readily converted into showing appointments when the price is not a deterrent.
- **HIGHER OFFERS:** When a property is priced right, buyers are less likely to make a low offer for fear of losing out on a great value or causing a delay that could lead to a multiple offer situation.
- **MORE MONEY TO SELLERS:** When a property is priced right, the excitement of the market produces a higher sales price in less time. You NET more due to the higher sales price and lower carrying costs.

DISADVANTAGES OF INACCURATE PROPERTY PRICING

- **REDUCES ACTIVITY:** Agents won't show the property if they feel it is priced too high.
- **LOWER RESPONSE FROM ADVERTISING:** Buyer excitement will be with other properties that offer better value.
- **LOSS OF INTERESTED BUYERS:** The property will seem inferior in amenities to other properties in the same price range that are correctly priced.
- **ATTRACTS THE WRONG PROSPECTS:** Serious buyers will feel they should be getting more for their money.
- **HELPS THE COMPETITION:** The high price makes your competition look like a better deal. Overpriced homes sell the competition!
- **ELIMINATES OFFERS:** Since a fair priced offer will be lower than asking price and may insult the seller, many buyers will just move on to another property.
- **CAUSES APPRAISAL PROBLEMS:** Appraisers must base their value on what the comparable properties have sold for. Even if you sold for a price above market, the price would eventually need to be adjusted if it's a financed offer when it doesn't appraise at the higher sales price.
- **LOWER NET PROCEEDS:** Most of the time, an overpriced property ends up selling for less than if it would have been properly priced to begin with,...not to mention the extra carrying costs.



THE SHOWING PROCESS

As prospective buyers often make purchases based on emotion, first impressions are important! You only have one chance to make a great first impression!

So I have put together a few tips for you:

- Keep your home staged, de-cluttered and in showing condition. Model home!
- Paint anything and everything that may need a “face lift.”
- Make sure to clean all floors appropriately to have them showing at their best. This may mean cleaning carpets or waxing hardwood floors.
- Deodorize the home and create a positive mood.
- Keep your yard and curb appeal at it’s top notch appearance at all times. Make any necessary changes to make your home “stand out” from the competition.
- You should not be present for showings. This can turn off buyers, as well as their agents, from going through your home.

Scotti Ringley will walk through the showing process with you when it is time to list your home for sale. Our admin staff will call you to ask if it is okay to show your home, and you will receive an email and/or text. They will give you the date and time of the showing request. You either approve or decline the showing. (Please make every effort to approve all showings. After all, the more buyers that see it, the greater our chances of selling!) There will be a lockbox on your front door. This is how agents who have been approved for showings are able to enter your home.

SHOWING FEEDBACK

As a service to you, I utilize “Book-A-Showing.” This program allows me to continually send any showing agent a request for feedback until they provide it. “Book-A-Showing” also allows you as the seller to create an account to see all of your property’s showings, when they took place, and the feedback the showing agent provided for your property. All of the showing information and feedback is emailed to you as well.

The Home-Selling Process: Marketing Your Property

My 14-Step Marketing Plan

Designed to capture the maximum exposure for your home in the shortest period of time, I'll implement my proven 14-Step Marketing Plan.

I will:

- √ Price your home strategically so you're competitive with the current market and price trends.
- √ Stage your home to showcase the features most important to buyers: uncluttered rooms and closets, fresh paint and terrific curb appeal.
- √ Place "for sale" signage, complete with property fliers.
- √ Highlight your property on our internal Keller Williams intranet prior to listing your home on the MLS. This notifies other KW agents of an upcoming listing in case it meets one of their buyer's criteria. Yes, it is possible to sell your home before taking it live on the MLS. I actively promote your listing at office team meetings.
- √ Optimize your home's internet presence by posting information in the Keller Williams Listing System (KWLS), as well as local and global MLS systems including plenty of unique photographs, a virtual tour and a detailed description of your property.
- √ Reverse prospect to buyers who have an auto search set up through the MLS.
- √ Produce a 360 degree virtual tour of your home, placing it on over 350 Websites to attract both local and out-of-town buyers. I will provide you with a report quantifying viewer traffic.
- √ Create a home book, comment cards and fliers to place inside your property.
- √ Target my marketing to active real estate agents who specialize in selling homes in your neighborhood. According to the National Association of Realtors, 82% of home sales are the result of agent connections.
- √ Include your home in our company and coop agent broker open houses, allowing other agents to see your home for themselves.
- √ Advertise your home in my real estate newsletter or blog, direct-mail campaigns, email campaigns and social media.
- √ Create a public open house schedule to promote your property to prospective buyers and market those open houses.
- √ Target active buyers and investors in my database who are looking for homes in your price range and area.
- √ Provide you with weekly updates detailing my marketing efforts, including comments from the prospective buyers and agents who have visited your home.

MARKETING

- YARD SIGN
- PROPERTY FLYERS : I will create a 1-2 page color flyer that gives a potential buyer more information on your property, highlighting its best features.
- ONLINE ADVERTISING:
 - Northstar MLS, this is the standard website that agents use to look at all the homes on the market. Your home will also be sent to other Real Estate Companies websites once this is done.
 - www.scottiringley.com is my personal website. I have many leads that come through this website. This website also sends your home to over several sites such as: www.Yahoo.com, www.HarmonHomes.com, www.Homes.com, www.Sell.com, www.RealEstate.com.
 - KWLS. This site is powered by Keller Williams. Once I enter your home on this website, your home will go to over 350 syndicated sites such as: www.KW.com, www.KellerWilliamsPremierRealty.com, www.Trulia.com, www.Zillow.com, www.Google.com, homefinder.com and relocation.com.
 - Tour Factory—a virtual tour created specifically for your home.
 - Social media (Facebook, twitter, blog sites, etc.).
- KW MOBILE APP SEARCH: Once your property is active on the market, your listing will scroll across the top of the app along with other properties in your area. To download this app, you can visit my website at www.scottiringley.com for the link or QR code.
- FEATURE BOOKS: I will put compile a feature book specifically for your property that will include information on your home, the city, the schools, market statistics, average utilities, nearby attractions, and pertinent information/disclosures for your home.
- JUST LISTED POSTCARDS: We will send out complimentary “Just Listed” postcards to a certain demographic that will pertain to your property.
- PROSPECTING AND REVERSE PROSPECTING: Word of mouth is powerful. I talk with dozens of agents each week about my listings and their buyer needs. I also reverse prospect through the MLS for buyers that have identified your property (through their auto search) as a possible match.



STAGING

As an added service to you, I will provide a complimentary one hour staging consultation, generally with Jenny Herz, owner of Casa Bella Captures.

PHOTOS & VIRTUAL TOURS

As an added service to you, I will provide complimentary professional photos and a virtual tour with either Jenny Herz, owner of Casa Bella Captures or John Dedzej (or his staff) at InPhotomation and Tour Factory.

OPEN HOUSES

I leave the decision of having Open Houses up to the homeowners. I will on occasion ask to hold an open house. I also have many agents within my office that ask and are willing to hold open houses for me. I will discuss doing a Broker Open House that is designed for other agents to preview your home. It's a great opportunity to showcase your home to other agents with potentially interested buyers, as well as get helpful agent feedback before showings begin.

SECURE ENTRY

It's important that your home is secure during the listing process. I provide an electronic lockbox that can only be accessed by other agents, and it will notify me when the lockbox has been activated. No entry is allowed from 9pm-8am.

THE “OFFER” PROCESS

PRESENTATION OF OFFERS

In each case, I will present the offer and its terms to you. I will carefully review the offer, consider marketplace options and then advise you on the proper response to the offer. We then will establish the next step in how to proceed which will include one of the following:

- Accept the offer
- Reject the offer
- Counter the offer (make changes)

EARNEST MONEY

Earnest money is money paid by the buyer when the offer is presented. It is typically paid in the form of a personal check, payable to the listing broker. It represents a sincere commitment from the buyer to purchase your home. If the offer is accepted, the check is cashed within 72 hours of acceptance and placed in a trust account of the listing brokerage. At the closing, the money is used as part of the buyer’s down payment or closing costs. If there is legal reason why the sale does not take place, earnest money may be given to the sellers for personal losses (please refer to the purchase agreement document for further specifics).

PERSONAL PROPERTY

Buyers have the right to ask for any personal property in the home, but the seller has the right to say “No.” Here are some typical negotiation items that buyers usually ask for:

- Refrigerator
- Stove/range
- Dishwasher
- Fireplace equipment
- Washer/Dryer
- Window treatments or hardware

HOME INSPECTIONS

Inspections will be done at the discretion of the buyer. You can expect that this will be a contingency term presented with the offer to purchase your home. The buyers will pay for a home inspection. The buyer may attempt to negotiate resolution over anything that is identified as a concern in the home inspection. They also have the right to cancel their offer if the findings from the home inspection were considered unacceptable to them and not open to negotiation.

THE CLOSING PROCESS

Once we have accepted an offer and all parties have agreed to ALL terms in the offer, the title company will advise you of the closing date, time, and location. Closing will be during normal business hours which may require you to take time off of work or arrange for a babysitter. The close date, which is usually the same as the possession date, is outlined in the purchase agreement. You can expect that a typical close date may be anywhere from 45 to 60 days from the time the offer was fully executed.

WHAT HAPPENS?

Closing (or settlement) is essentially the final step in executing a real estate transaction. At the closing, the parties consummate the purchase contract and ownership of the property is officially transferred to the buyer. Several things happen during closing:

- √ The buyer and his/her lender delivers a cashiers check or wire transfer for the amount required to close.
- √ The seller signs the deed over to the buyer. A recorder's office, which would record the deed, commonly requires the seller's signature to be notarized. If applicable, a mortgage will also be satisfied and settlement recorded.
- √ The seller delivers possession to the buyer, rendering keys and garage door openers to the buyer.
- √ A title company registers the new deed with the local land registry office or recorder's office.
- √ The seller receives a check or bank transfer for the proceeds of the sale, less closing costs and mortgage payoff.
- √ From the funds allotted for closing costs, prepayments for real estate taxes and insurance may be required, and fees charged by other parties may be paid, such as broker/agent commissions, title companies, lawyers, etc.

UTILITIES

You will need to make arrangements with all of your utility providers to cancel utility services, effective the date of closing. It is the buyer's responsibility to establish their own utility service on the property with the companies of their choice.

COSTS

I will provide an estimated "Net Proceeds" with each offer that you receive. This estimate will show expenses such as commissions, prorated taxes and loan interest, title charges, state deed tax, possible seller paid closing costs if part of the buyer's offer, etc.

WHAT YOU WILL NEED TO BRING TO CLOSING

- All keys that you have for the home
- Any garage door openers
- Any other information that the new home owners may need
- Photo ID(s)
- Social Security Number(s)
- History of past residences, up to 10 years.

HAVE FUN MOVING!



MY SERVICE COMMITMENT TO YOU

- Act in accordance with MN Law by providing the fiduciary duties of Loyalty, Obedience, Disclosure, Confidentiality, Reasonable Care, and Accounting. See enclosed “Agency in Relationships in Real Estate Transactions.”
- Provide my professional services to you on a full-time basis.
- Communicate to you responsibly and honestly.
- Preview properties and know what’s available so that you are aware of the competition.
- Utilize the Multiple Listing Service, the internet and social media in marketing your home for sale.
- Perform a Comprehensive Market Analysis to appropriately price your home at market value. Continue to monitor market pricing.
- Review and counsel you on all offers, counter offers and multiple offers.
- Professionally present offers on your property and negotiate the best terms for you.
- Provide you with an estimate Net Proceeds - which is the financial outcome for the sale of your home.
- Explain and arrange for a Home Warranty, if negotiated as part of the accepted offer.
- Coordinate inspections, if required by your local municipality, prior to listing.
- Arrange the closing on your behalf.
- Oversee paperwork throughout the transaction and closing.

Scotti Ringley

Date



Cancellation Guarantee

I'm so confident that my real estate system will work for you, that I guarantee you the right to cancel our listing agreement at any time prior to accepting an offer to purchase your home, with no penalties or obligations, if you feel my service doesn't live up to my promise.

Entering into a listing agreement with a real estate agent should not feel like a risky endeavor. Every sales representative will promise the world when it comes to effectively marketing your home, but how many of them can back that up with solid performance? According to a recent survey, 72% of home sellers were dissatisfied with the performance of their agent, even if that agent had **SOLD** their property. However, most listing agreements lock you into a long-term commitment and lengthy broker protection period with heavy cancellation fees.

In other words, it's an agreement your agent can get out of, but you can't.

I'm offering you a way to list your home that is totally risk-free.

*Success in real estate comes down to selling houses fast and for top dollar. I'm confident that I can do this for you because I have already helped many families just like you to get their homes **SOLD**.*

My Pledge is to provide you with the highest level of service, my commitment is 100%. **Your Right** is to evaluate whether I live up to this standard and to cancel your listing agreement with me at any point, with no penalties or obligations, if I fail to deliver the service I promised.

Seller Signature

Address

Seller Signature

City, State, Zip

Scotti Ringley

Date

**AGENCY RELATIONSHIPS IN
REAL ESTATE TRANSACTIONS**

1. Page 1

2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with
3. consumers what type of agency representation or relationship they desire.⁽¹⁾ The available options are listed below. This
4. is **not** a contract. **This is an agency disclosure form only. If you desire representation you must enter into a**
5. **written contract, according to state law** (a listing contract or a buyer/tenant representation contract). Until such time
6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive
7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see
8. paragraph IV on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.**
10. **I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the**
11. **broker/salesperson. I/We understand that written consent is required for a dual agency relationship.**

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13. _____
(Signature) (Date) (Signature) (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to
16. the Seller/Landlord the fiduciary duties described on page two (2).⁽²⁾ The broker must also disclose to the Buyer
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph
22. IV on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel
23. from the broker or salesperson.

24. II. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent
25. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,
26. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the
27. Buyer/Tenant the fiduciary duties described on page two (2).⁽²⁾ The broker must disclose to the Buyer material facts
28. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect
29. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
30. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or
31. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him
32. or her, except confidential information acquired in a facilitator relationship (see paragraph IV on page two (2)). In
33. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or
34. salesperson.

35. III. **Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one
36. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same
37. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and
38. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This
39. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting
40. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing
41. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose
42. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party
43. to the detriment of the other.⁽³⁾

44. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary
45. duties described below.⁽²⁾ Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.
46. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the
47. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

48. _____ I have had the opportunity to review the "Notice Regarding Predatory Offender Information" on
(initial) (initial) page two. (2)
49.

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

50. Page 2

51. IV. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but
52. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual
53. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**
54. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**
55. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of
56. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in
57. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/
58. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson
59. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or
60. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented
61. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's
62. Broker (see paragraph III on page one (1)).

63. (1) This disclosure is required by law in any transaction involving property occupied or intended to be occupied by
64. one to four families as their residence.

65. (2) The fiduciary duties mentioned above are listed below and have the following meanings:

66. Loyalty - broker/salesperson will act only in client(s)' best interest.

67. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.

68. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge
69. which might reasonably affect the client(s)' use and enjoyment of the property.

70. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific
71. information (such as disclosure of material facts to Buyers).

72. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.

73. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.

74. (3) If Seller(s)/Landlord(s) elect(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the
75. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/
76. Tenant(s) elect(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to
77. purchase/lease properties listed by the broker.

78. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
79. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
80. obtained by contacting the local law enforcement offices in the community where the property is located,
81. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web site at
82. www.corr.state.mn.us.

MN:AGCYDISC-2 (8/14)

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Date _____

2. Page 1 of _____ pages

3. **DEFINITIONS:** This Contract involves the property located at _____,
4. legally described as _____
5. _____ (“Property”).

6. Seller is _____ (“Seller”).

7. Broker is _____ (“Broker”).
(Real Estate Company Name)

8. This Contract starts on _____, 20_____, and ends at 11:59 p.m. on _____,
9. 20_____.

10. This Contract may only be canceled by written mutual agreement of the parties.

11. **PRICE:** Seller offers the Property for sale for the price of \$ _____, upon the following
12. terms: _____.

13. **LISTING:** Seller gives Broker the exclusive right to sell the Property. In exchange, Broker agrees to list and market
14. the Property for sale. Broker may place a “For Sale” sign and a lock box with keys on the Property, unless prohibited by
15. governing authority. Seller understands this Contract DOES NOT give Broker authority to rent or manage the Property.
16. Seller understands Broker may be a member of a Multiple Listing Service (“MLS”), and if Broker is a member of MLS,
17. and where available, Broker may give information to the MLS concerning the Property. Broker may place information
18. on the Internet concerning the Property, including sold information (except as limited in the *Internet Display Options*
19. Form). If Broker sells the Property, Broker may notify the MLS and member REALTORS® of the price and terms of
20. the sale. Seller acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor any other
21. broker is insuring Seller or occupant against theft, loss or vandalism.

22. (Initial)

23. _____ Seller acknowledges that Seller has received and has had the opportunity to review the *Internet*
(Seller) (Seller)
24. *Display Options* Form.

25. **LISTED FOR LEASE:** The Property IS IS NOT currently listed for lease. If IS, the listing broker is
------(Check one.)-----

26. _____ . If IS NOT, Seller MAY MAY NOT list the Property for lease during the
------(Check one.)-----
27. terms of this Contract with another broker.

28. Nothing in this Contract shall prohibit Broker and Seller from entering into a listing agreement for the lease of this
29. Property upon terms acceptable to both parties.

30. **SELLER'S OBLIGATION:** Seller shall notify Broker of relevant information important to the sale of the Property.
31. Seller shall cooperate with Broker in selling the Property. Seller shall promptly inform Broker about all inquiries Seller
32. receives about the Property. Seller agrees to provide and pay for any inspections and reports required by any
33. governmental authority. Seller agrees to provide unit owners' association documents, if required. Seller shall remain
34. responsible for security, maintenance, utilities and insurance during the term of this Contract, and for safekeeping,
35. securing and/or concealing any valuable personal property during Property showings or open houses. Seller shall
36. surrender any abstract of title and a copy of any owner's title insurance policy for this Property, if in Seller's possession
37. or control, to buyer or buyer's designated title service provider. Seller shall take all actions necessary to convey
38. marketable title by the date of closing as agreed to in a purchase agreement. Seller shall sign all documents necessary
39. to transfer to buyer marketable title to the Property. Seller has the full legal right to sell the Property.

40. Seller authorizes Broker, and any other broker authorized by Broker, to preview and show the Property at reasonable
41. times and upon reasonable notice and agrees to commit no act which might tend to obstruct Broker's performance
42. hereunder. If the Property is occupied by someone other than Seller, Seller shall comply with Minnesota law and any
43. applicable lease provisions of an existing lease and provide tenant with proper notice in advance of any Property
44. showing.

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

45. Page 2

46. Property located at _____.
47. **SELLER CONTENT LICENSE:** In the event Seller provides content, including, but not limited to, any photos or videos
48. of the Property ("Seller Content") to Broker, Seller grants to Broker a nonexclusive, perpetual, world-wide, transferable,
49. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform and create
50. derivate works of the Seller Content. Seller represents and warrants that Seller has authority to provide Seller Content
51. and Seller Content does not violate any restrictions regarding use including any third-party intellectual property rights
52. or laws. Seller agrees to execute any further documents that are necessary to effect this license.
53. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL PROPERTY**
54. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
55. **BROKER'S COMPENSATION:**
56. Seller agrees to pay Broker a retainer fee of \$ _____ at the commencement of this Contract, which
57. fee should be kept by Broker whether or not Seller sells the Property. The retainer fee will apply toward satisfaction of
58. any obligation to compensate Broker.
59. Seller shall pay Broker, as Broker's compensation, _____ percent (%) of the selling price or
60. \$ _____, whichever is greater, if Seller sells or agrees to sell the Property during the term of
61. this Contract.
62. Other: _____
63. In addition, if before this Contract expires Broker presents a buyer who is willing and able to buy the Property at the
64. price and terms required in this Contract, but Seller refuses to sell, Seller shall still pay Broker the same compensation.
65. Seller agrees to pay Broker's compensation whether Broker, Seller or anyone sells the Property. Seller hereby permits
66. Broker to share part of Broker's compensation with other real estate brokers, including brokers representing only the
67. buyer. Seller agrees to pay Broker's compensation in full upon the happening of any of the following events:
68. 1. the closing of the sale;
69. 2. Seller's refusal to close the sale; or
70. 3. Seller's refusal to sell at the price and terms specified above.
71. If, within _____ days (*not to exceed six (6) months*) after the expiration of this Contract, Seller sells or agrees to sell
72. the Property to anyone who:
73. 1. during this Contract made inquiry of Seller about the Property and Seller did not tell Broker about the inquiry;
74. or
75. 2. during this Contract made an affirmative showing of interest in the Property by responding to an advertisement,
76. or by contacting Broker or the licensee involved, or was physically shown the Property by Broker and whose
77. name and address is on a written list Broker gives to Seller within 72 hours after the expiration of this Contract;
78. then Seller shall still pay Broker the compensation noted herein, even if Seller sells the Property without Broker's
79. assistance. Seller understands that Seller does not have to pay Broker's compensation if Seller signs another valid
80. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract,
81. under which Seller is obligated to compensate another licensed real estate broker.
82. To secure the payment of Broker's compensation, Seller hereby assigns to Broker the gross proceeds from the sale
83. of the Property in an amount equal to the compensation due to Broker under this Contract.
84. **COMPENSATION DISCLOSURE:** Broker's compensation to cooperating brokers shall be as specified in the MLS
85. unless Broker notifies Seller otherwise in writing.
86. **CLOSING SERVICES:**
87. **NOTICE:** THE REAL ESTATE BROKER, LICENSEE REPRESENTING OR ASSISTING SELLER OR REAL ESTATE
88. CLOSING AGENT HAS NOT EXPRESSED AND, UNDER APPLICABLE STATE LAW, MAY NOT EXPRESS
89. OPINIONS REGARDING THE LEGAL EFFECT OF THE CLOSING DOCUMENTS OR OF THE CLOSING
90. ITSELF.
91. After a purchase agreement for the Property is signed, arrangements must be made to close the transaction. Seller
92. understands that no one can require Seller to use a particular person in connection with a real estate closing and that
93. Seller may arrange for a qualified closing agent or Seller's attorney to conduct the closing.

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

94. Page 3

95. Property located at _____.
96. Seller's choice for closing services. *(Initial one.)*
97. _____ Seller wishes to have Broker arrange for the closing.
(Seller) (Seller)
98. _____ Seller shall arrange for a qualified closing agent or Seller's attorney to conduct the closing.
(Seller) (Seller)
99. **ADDITIONAL COSTS:** Seller acknowledges that Seller may be required to pay certain closing costs, which may
100. effectively reduce the proceeds from the sale.
101. Seller understands that mortgage financing services are usually paid for by buyer; however, certain insured government
102. loans may require Seller to pay a portion of the fees for the mortgage loan. Seller understands that Seller shall not be
103. required to pay the financing fees on any mortgage without giving Seller's written consent.
104. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
105. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
106. tax from the transferor ("Seller") if the transferor ("Seller") is a foreign person, provided there are no applicable exceptions
107. from FIRPTA withholding.
108. Seller represents and warrants that Seller **IS** **IS NOT** a foreign person (i.e., a non-resident alien individual,
-----*(Check one.)*-----
109. foreign corporation, foreign partnership, foreign trust, or foreign estate) for purposes of income taxation.
110. Due to the complexity and potential risks of failing to comply with FIRPTA, Seller should **seek appropriate legal and**
111. **tax advice regarding FIRPTA compliance, as Broker will be unable to confirm whether Seller is a foreign person**
112. **or whether the withholding requirements of FIRPTA apply.**
113. **WARRANTY:** There are warranty programs available for some properties which warrant the performance of certain
114. components of a property, which warranty programs Seller may wish to investigate prior to the sale of the Property.

115. **AGENCY REPRESENTATION:** If a buyer represented by Broker wishes to buy the Seller's Property, a dual

116. agency will be created. This means that Broker will represent both the Seller and the buyer, and owe the same

117. duties to the buyer that Broker owes to the Seller. This conflict of interest will prohibit Broker from advocating exclusively

118. on the Seller's behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise,

119. the Seller will need to agree that confidential information about price, terms, and motivation will still be kept

120. confidential unless the Seller instructs Broker in writing to disclose specific information about the Seller. All other

121. information will be shared. Broker cannot act as a dual agent unless both the Seller and the buyer agree to it. By

122. agreeing to a possible dual agency, the Seller will be giving up the right to exclusive representation in an in-house transaction.

123. However, if the Seller should decide not to agree to a possible dual agency, and the Seller wants Broker to represent

124. the Seller, the Seller may give up the opportunity to sell the Property to buyers represented by Broker.

125. Seller's Instructions to Broker:

126. Having read and understood this information about dual agency, Seller now instructs Broker as follows:

127. Seller will agree to a dual agency representation and will consider offers made by buyers represented by

128. Broker.

129. Seller will not agree to a dual agency representation and will not consider offers made by buyers represented

130. by Broker.

131. Real Estate Company Name: _____

132. _____ Seller: _____

133. By: _____ Seller: _____
(Licensee)

134. _____ Date: _____

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

135. Page 4

136. Property located at _____.
137. **OTHER POTENTIAL SELLERS:** Seller understands that Broker may list other properties during the term of this
138. Contract. Seller consents to Broker representing or assisting such other potential sellers before, during and after the
139. expiration of this Contract.
140. **PREVIOUS AGENCY RELATIONSHIPS:** Broker or licensee representing or assisting Seller may have had a previous
141. agency relationship with a potential buyer of Seller's Property. Seller acknowledges that Seller's Broker or licensee
142. representing or assisting Seller is legally required to keep information regarding the ultimate price and terms the buyer
143. would accept and the motivation for buying confidential, if known.
144. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Seller provides to Broker. Seller agrees
145. to indemnify and hold harmless Broker from and against any and all claims, liability, damage or loss arising from any
146. misrepresentation, misstatement, omission of fact or breach of a promise by Seller. Seller agrees to indemnify and hold
147. harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or any
148. injury to persons in connection with the marketing of the Property. Indemnification by Seller shall not apply if the damage,
149. loss or injury is the result of the gross negligence or willful misconduct of the Broker.
150. **FAIR HOUSING NOTICE:** Seller understands that Seller shall not refuse to sell, or discriminate in the terms, conditions
151. or privileges of sale, to any person due to his/her race, color, creed, religion, national origin, sex, marital status, status
152. with regard to public assistance, handicap (whether physical or mental), sexual orientation or family status. Seller
153. understands further that local ordinances may include other protected classes.
154. **ADDITIONAL NOTICES AND TERMS:** As of this date Seller has not received notices from any municipality, government
155. agency or unit owners' association about the Property that Seller has not informed Broker about in writing. Seller agrees
156. to promptly inform Broker, in writing, of any notices of such type that Seller receives during the term of this Contract.
157. This shall serve as Seller's written notice granting Broker permission to obtain mortgage information (e.g., mortgage
158. balance, interest rate, payoff and/or assumption figures) regarding any existing financing on the Property. A copy of
159. this document shall be as valid as the original.
160. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this
161. transaction constitute valid, binding signatures.
162. **CONSENT FOR COMMUNICATION:** Seller authorizes Broker and its representatives to contact Seller by mail, phone,
163. fax, e-mail or other means of communication during the term of this Agreement and anytime thereafter.
164. **OTHER:** _____
165. _____
166. _____
167. _____
168. _____
169. _____
170. _____
171. _____
172. _____

**LISTING CONTRACT:
EXCLUSIVE RIGHT TO SELL**

173. Page 5

174. Property located at _____ .

175. **BROKER**

SELLER

176. **ACCEPTED BY:** _____
(Real Estate Company Name)

ACCEPTED BY: _____
(Seller)

177. **By:** _____
(Licensee)

(Date)

178. _____
(Date)

(Address)

179. _____
(Address)

(Phone)

180. _____
(Phone)

(E-Mail Address)

181. _____
(E-Mail Address)

182.

SELLER

183.

ACCEPTED BY: _____
(Seller)

184.

(Date)

185.

(Address)

186.

(Phone)

187.

(E-Mail Address)

188.

**THIS IS A LEGALLY BINDING CONTRACT BETWEEN SELLER AND BROKER.
IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

189.

MN:LC:ERS-5 (8/15)

Home & Neighborhood Information

Prepared by the homeowners of: _____

What have you enjoyed most about your home? _____

What have you enjoyed most about your community? _____

Are there children in the neighborhood? _____

If so, what age group? _____

Schools

Distance

Bus

Elementary: _____

Junior High: _____

High School: _____

Other School Notes: _____

Where is the school bus pick up point? _____

Are there any day care facilities or babysitters nearby? _____

Other local attractions to highlight?

What and where are your favorite parks and recreation areas? _____



Home & Neighborhood Information—Continued

What and where are the closest shopping areas?

Retail: _____

Gas Station: _____

Grocery Store: _____

Drug Store: _____

Utilities & Services — *What is the average monthly bill for the following utilities or services and what companies do you use?*

Trash \$ _____ _____

Water \$ _____ _____

Gas \$ _____ _____

Cable/Satellite \$ _____ _____

Electric \$ _____ _____

Does your neighborhood have a homeowner's association? _____

Do you pay association fees? _____ Amount of fee \$ _____ per _____

What services are provided for with this association fee?

Pet restrictions? _____

Association Name: _____

Contact Person: _____

Contact Information (phone/address/email/web): _____

What are some recent improvements you have made to your home? (i.e.: landscaping in '09, new carpet in '10, new appliances in '12, etc.) _____

What are you Most Concerned about?

I want to act in your best interest.

*I am eager to have you share your concerns and expectations
about the marketing of your property.*

Please take a moment to complete the survey below. We will address
any concerns at the listing appointment.

	Not Concerned			Very Concerned		
Buyer's Qualifications?	0	1	2	3	4	5
MLS/Book-a-Showing?	0	1	2	3	4	5
Broker Commission?	0	1	2	3	4	5
Showing Procedures?	0	1	2	3	4	5
Advertising?	0	1	2	3	4	5
Open Houses?	0	1	2	3	4	5
Inconveniences?	0	1	2	3	4	5
Possession?	0	1	2	3	4	5
Pricing?	0	1	2	3	4	5
Closing Costs?	0	1	2	3	4	5
Security?	0	1	2	3	4	5
Salability?	0	1	2	3	4	5
Financing?	0	1	2	3	4	5
Negotiations?	0	1	2	3	4	5



