

**MULTIPLE LISTING AUTHORIZATION
AND EXCLUSIVE RIGHT TO SELL AGREEMENT**

This form to be used ONLY by Participants of Southeast Alaska Multiple Listing Service, Inc.

1. **EXCLUSIVE RIGHT TO SELL:** Owner hereby employs and grants Juneau Real Estate hereinafter called "Broker", the sole, exclusive and irrevocable right commencing on January 5, 2 009 and expiring at midnight on December 31, 2 009 to sell or exchange the real property ("the property") described as Lot 2, Ulela Lode (South Douglas beach front) in the Juneau Recording District, First Judicial District, State of Alaska.

2. **TERMS OF SALE:** The listed price shall be Ninety three thousand Dollars (\$ 93,000.00), payable as follows: Cash to Seller

3. **FORFEITED EARNEST MONEY:** If a Buyer's earnest money is forfeited or as Owner agrees in an Agreement to Purchase, after deduction of any title insurance and escrow cancellation charges, the earnest money will be distributed in the following manner: All to Seller

4. **TITLE INSURANCE:** Owner warrants they have the right to sell the property on the terms herein, and agrees to cooperate in arranging for a policy of title insurance showing marketable title to the property. Owner agrees interest, taxes, rents and insurance will be prorated to the date of recording.

5. **LICENSEE RELATIONSHIPS:** As defined in the Alaska Real Estate Commission Consumer Pamphlet.

6. **COMPENSATION TO BROKER:** Unless otherwise agreed in writing, Owner agrees to compensate Broker, regardless of licensee relationships, 8 % of the purchase price plus applicable sales tax or a fixed fee of \$ 0.00, plus applicable sales tax with compensation payable as follows: (1) If Broker procures a buyer on the terms of this Agreement or other terms acceptable to Owner; (2) If the property is sold or transferred by Owner during the term of this Agreement or any extension hereof; (3) If the property is sold or transferred not later than 90 days (date) AM/PM after expiration or termination of this Agreement to anyone to whose attention it was brought through the signs, advertising or other action of Broker, or on information secured directly or indirectly from or through Broker or any other person authorized by Broker to sell or negotiate the sale of the property, during the term of this Agreement; (4) If the property is withdrawn from sale and no sale is actually consummated but Owner leases or rents the property prior to the expiration of this Agreement, Owner shall pay Broker \$ 0.00 plus applicable sales tax; or (5) If the property is withdrawn from sale without the consent of Broker before the expiration of this Agreement, Owner shall pay Broker --- % of the listed price referenced in Paragraph 2 or a fee of \$ 0.00 plus applicable sales tax. Owner authorizes Broker to cooperate with other Brokers, to appoint sublicensees unless previously rejected by Seller, and to divide with other Brokers such compensation in any manner acceptable to Brokers. If the Selling Broker is a member of the Southeast Alaska Multiple Listing Service (SEAMLS), Seller agrees that 4 % (or \$ 0.00) of the purchase price will be paid by the Listing Broker to the Selling Broker at closing. If the owner accepts an offer, Owner agrees that this "Exclusive Right to Sell Agreement" shall be extended to allow the Broker to secure the recording of any sales transaction.

7. **INFORMATION:** Owner authorizes all mortgage, title and other lien-holders to provide Broker, on request, any and all information concerning the property including, but not limited to: current and past loan balances and interest charges, reserve accounts, insurance, credit, taxes, and as built surveys. Owner authorizes Broker to release all information contained herein, and acquired elsewhere, to SEAMLS, financing institutions, appraisers and other real estate organizations and to prospective purchasers and sellers. Owner authorizes the property address may be marketed on the Internet YES NO or other forms of advertising and that it is Owner's responsibility to inform tenants if applicable.

8. **MULTIPLE LISTING SERVICE:** Broker is a participant of the Southeast Alaska Multiple Listing Service. This listing and sale information will be provided to SEAMLS to be published and disseminated to its participants, financing institutions, appraisers, other real estate related organizations and to prospective purchasers and sellers. YES NO. **It is understood that SEAMLS is not a party to this agreement and its sole function is to furnish the descriptive information set forth on the input sheet of this listing to its members, without verification and without assuming any responsibility for such information, and without any liability of SEAMLS.**

9. **LOCK BOX:** Broker is authorized to install a lock box on the property for the use of SEAMLS participants. YES NO
Neither Broker, SEAMLS, nor any participants of SEAMLS shall be liable to Owner or third parties due to loss, theft or damage of any nature or kind whatsoever to the property and/or to any personal property therein due to the lock box or showing of the property.

10. **SIGN:** Owner authorizes Broker to install a FOR SALE/SOLD Sign on the property. YES NO

11. **DISCLOSURE:** Owner agrees to provide a written disclosure statement (as required by AS 34.70) concerning the condition of the property and agrees to save and hold Broker and those persons licensed pursuant to AS 08.88 et. seq. who act on Owner's behalf in connection with this listing agreement, harmless, and indemnify and defend said persons from all claims, disputes, litigation and/or judgments arising from any incorrect information supplied by Owner, or from any material fact known by Owner which Owner fails to disclose.

12. **LEAD BASED PAINT HAZARD ACT FOR HOMES BUILT BEFORE 1978:** EPA and HUD consider "housing constructed before 1978" to mean housing for which a construction permit was obtained (or if no permit was obtained, housing in which construction was started) before January 1, 1978. Owners and their licensees must comply with the Residential Lead Based Paint Hazard Reduction Act of 1992. They must (1) disclose all information they have regarding the use of lead-based paint on the premises; (2) give the prospective buyer an EPA-approved pamphlet about lead hazards; (3) include a warning of lead hazards in the written sales contract and (4) owners must provide prospective buyer a 10-day lead hazard contingency period. The property was built in NA. Owner agrees to comply with the referenced 1992 act.

13. **TAX WITHHOLDING:** Owner warrants they are U.S. citizens, permanent residents or otherwise exempt from the requirements of FIRPTA (Internal Revenue Code 1445) that requires payment of part of the sale proceeds to the IRS.

14. **EQUAL HOUSING OPPORTUNITY:** This property is offered in compliance with federal, state, and local anti-discrimination laws.

15. **ATTORNEY'S FEES:** In any action, proceeding or arbitration arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. This is a legally binding contract. Owner is advised to seek independent legal and tax counsel.

16.

If no other brokerage is involved in the transaction, the total commission payable to JRE is reduced to 6% plus applicable tax.

17. **RECEIPT:** Owner acknowledges they have read and received a copy of this agreement
this _____ day of _____, 2_____.

OWNER(S):

Address: _____

City/State: _____

Phone: (H): _____

(W): _____

E-Mail: _____

Fax #: _____

Cell #: _____

Broker agrees to use reasonable efforts in procuring a Buyer:

Broker (Office) Juneau Real Estate

Address: 8800 Glacier Hwy Ste 231

City/State: Juneau AK 99801

By: _____)1/02/09
Licensee **John Williams** Date

Phone: (H): 907.723.8395

(W): 907.790.6655 X 15

E-Mail: JohnJnu@aol.com

Fax #: 790-6675

Cell #: 723-8395