

HIGHGARDEN REAL ESTATE INC.

SELLER'S ACKNOWLEDGEMENTS AND AGREEMENTS
OFFICE POLICY REGARDING AGENCY RELATIONSHIPS

The undersigned, being a potential seller of real estate (the " Seller") and using the real estate agency services of Highgarden Real Estate, Inc., an Indiana corporation, hereby acknowledges and agrees as follows:

Yard Sign and Marketing Release: Seller gives Highgarden Real Estate, Inc. permission to install a yard sign, exterior information box, interior brochures, other misc. marketing materials, lock box and open house lead in signs on the property. Buyer also gives Highgarden Real Estate, Inc. permission to market the home both online and in print.

Photo Release: Highgarden Real Estate, Inc. may, from time to time, take photos of the home that you are selling to use in printed and web based advertising. This advertising could include, but is not limited to magazines, brochures, collateral, website, newspapers, flyers, search engines, etc. Seller hereby agrees to release these photos to Highgarden Real Estate, Inc. for use for as long and as often as Highgarden Real Estate, Inc. prefers. Seller does not expect compensation for the use of these photos and does not expect notice on when or how they will be used. Photos may include both exterior and interior shots and all photos will be taken prior to the home closing date.

Earnest Money and Escrow Account. Seller acknowledges that all earnest money from the sale of the property will be deposited into the Highgarden Real Estate, Inc. escrow account. Should a dispute arise, earnest money from the escrow account will not typically be transferred or withdrawn until there is an agreement, in writing, and signed by both the seller(s) and the buyer(s).

In addition to the foregoing, the broker may elect to invoke the provisions set forth at 876 I.A.C. 1-1-23. Under those circumstances, upon notification that buyer or seller intends not to perform, the broker holding the earnest money may release the earnest money as provided in the agreement. If no provision is made, then the broker holding the earnest money may send notice of an intended disbursement to the buyer and seller, by certified mail. If neither buyer nor seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing of the certified letters, the broker may release the earnest money to the party identified in the certified letters. The broker invoking such procedure will be held harmless of any liability, including attorney fees and costs, for good faith disbursement of earnest money in accordance with the agreement and with the above-referenced regulation.

Regulatory Compliance: As your agent, Highgarden Real Estate, Inc. owes certain fiduciary duties to you, including a duty of responsible care and diligence. To fulfill these duties Highgarden Real Estate, Inc. will store all relevant documents involved in your transaction for a period of no less than 7 years. These documents will be easily accessed for you anytime that they are needed. The cost of this service is \$299.00 and will be charged as a debit to the seller on the closing documents.

Seller Initials Seller Initials

Highgarden Real Estate, Inc. Referrals: In order to assist the seller with all of the aspects associated with the home buying process, Highgarden Real Estate, Inc. may, from time to time, refer and suggest certain home inspection companies, mortgage financing companies, warranty companies, mold inspection service companies, title companies and other businesses and professionals. Highgarden Real Estate, Inc. makes no representation, recommendation, or endorsement as to the quality, reputation, or integrity of any referral. The seller is encouraged to also seek referrals or recommendations from other sources, such as Angie's List and the Yellow Pages, etc., and to investigate any referral or recommendation through appropriate agencies, such as the Better Business Bureau and the Attorney General's office. The seller agrees to release, discharge, and waive any and all claims actions, liabilities, and demands against Highgarden Real Estate, Inc., its agents, employees, officers, and directors arising from, or in connection with, or in any way relating to any referral.

Compensation from Companies: Because of the large volume of home sales and advertising of homes generated by Highgarden Real Estate, Inc., Highgarden Real Estate, Inc. may, from time to time, receive marketing coop payments, bonuses, or other compensation from certain companies.

Not a Title Company: Highgarden Real Estate, Inc. is a real estate agency and not a title company. Seller understands that many factors will affect the amount a seller will have to pay in closing costs and what will be left after all fees involving the sale have been paid. Unpaid property taxes, liens, mortgage payoffs, title policy costs, closing fees, REALTOR commissions, etc. all should be accounted for when determining the total costs associated with selling a home. Seller acknowledges that these numbers should come from a title company and loan payoffs from the lender of record. Property taxes should also be reviewed by contacting the County Assessor's or Auditor's office for up to date information and figures. Highgarden Real Estate, Inc. accepts no responsibility regarding any information furnished in connection with, or any issues arising from, the closing costs or closing issues of the seller's home.

Taxes and Exemptions: Seller acknowledges that the information that it is provided associated with property taxes and current exemptions is true and correct. Seller agrees to indemnify, defend and hold the broker, the company and its agents harmless from damages, loss, liability and expenses including attorney fees, arising from incorrect information related to this. Further, seller acknowledges that any responsibility associated with taxes, and the status of exemptions are not the responsibility of the broker.

Seller Initials Seller Initials

Seller’s Residential Property Disclosures: Seller acknowledges that all information that it is provided in the listing profile sheet, sellers residential real estate sales disclosure form (if applicable), lead-based paint disclosure, as well as any other verbal or written representations, are true and correct. Seller agrees to fully inform broker of any changes in the condition of the property after disclosure has been made, if the condition of the real estate changes.

Personal Property: Highgarden Real Estate, Inc. recommends the seller remove all valuables from the home prior to the home being put on the market and showings begin. There will be many people walking through the property and seller acknowledges that Highgarden Real Estate, Inc. assumes no responsibility for lost, stolen or damaged items in home.

Agency Relationships: Indiana law (IC 25-34.1-10-9.5) provides that a licensee (an individual or entity issued a salesperson's or broker's real estate license by the Indiana real estate commission) has an agency relationship with, and is representing, the individual with whom the licensee is working unless (1) there is a written agreement to the contrary or (2) the licensee is merely assisting the individual as a customer. The seller's licensee with Highgarden Real Estate, Inc. represents the interest of the seller as the seller’s agent when showing another company’s listing or when functioning in an “in house agency relationship” as defined in IC 25-34.1-10-6.5. An “in house agency relationship” means an agency relationship involving two or more clients who are represented by different licensees within the same firm. When representing a seller, a licensee owes duties of trust, loyalty, confidentiality, accounting, and disclosure to the seller, while still obligated to deal honestly with the buyer.

An agent representing a seller may show property to a buyer, which may compete with the seller’s property. The seller’s agent may assist other buyers in purchasing a particular property without breaching any duty or obligation to the seller and may provide to the buyer services in the ordinary course of a real estate transaction or any similar services that do not violate the terms of the agency relationship made with the seller. The agent further will comply with the duties set forth in IC 25-34.1-10-11.

Limited Agency Authorization: The licensee that the seller is working with or the principal or managing broker may personally represent a buyer as a buyer’s agent in the case of a property listed with Highgarden Real Estate, Inc. If that occurs, then the licensee has agency duties to both the buyer and the seller, which may be different or even adverse. If limited agency arises, the licensee will not disclose the following without the informed consent, in writing, of both buyer and the seller:

- Any material or confidential information, except adverse material facts or risks actually known by the licensee concerning the physical condition of the property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the property by the parties.
- That the buyer will pay more than the offered purchase price for the property.
- That the seller will accept less than the listed price for the property.
- Other terms that would create a contractual advantage for one party over another party.
- What motivates a party to buy or sell the property.

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among licensees. As a seller’s agent or limited agent, the licensee will obtain compensation pursuant to a listing contract unless a written Buyer’s Agency Contract provides for an alternative payment method.

The seller acknowledges that this Limited Agency Authorization has been read and understood. The seller understands that the seller does not have to consent to a licensee acting as a limited agent, but gives informed consent voluntarily to limited agency and waives any claims damages, losses, expenses, including attorney’s fees and costs, against a licensee arising from a licensee's role of a limited agent.

By signing below, seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that seller does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorney’s fees and costs, against Licensee(s) arising from Licensee’(s’) role of limited agent(s).

The foregoing shall also serve as written disclosure of office policy regarding agency relationships, pursuant to I.C. 25-34.1-10-13.

Fair Housing: Seller acknowledges that Highgarden Real Estate, Inc., its officers, owners, employees and agents sell and list real estate without regard to race, color, religion, sex, familial status, national origin, or handicap status. The policy of Highgarden Real Estate, Inc. complies fully with all state, federal and local Fair Housing laws. In compliance with this, we do not place any restrictions on showings or information associated with the availability of housing accommodations for sale or rent as would relate to the foregoing. Seller also acknowledges that there was never a time when Highgarden Real Estate, Inc. or any of its representatives took any action inconsistent with the foregoing.

Email, Text, and Phone Consent: Seller consents to allow Highgarden Real Estate Inc to communicate with the seller through email, text, phone or other ways not mentioned in this agreement.

Effective Date: _____

Seller’s Signature

Seller’s Signature

Printed Name

Printed Name