

price established during the term of this Agreement (or any extension thereof), with no closing contingencies that provides for a closing within a reasonable period of time from the date of the offer, **Owner** will pay the commission set forth herein whether or not **Owner** accepts that offer.

If this Agreement expires prior to the closing of any agreement for the sale or exchange of the Property entered into by **Owner** during the term of this Agreement, **Listing Agency** shall be entitled to the commission set forth above whether or not this Agreement is renewed or extended beyond the Expiration Date. In addition, **Owner** authorizes **Listing Agency** to provide brokerage services with respect to any agreement for sale or exchange of the Property entered into during the term of this Agreement up to the closing of such agreement, whether or not this Agreement is renewed or extended beyond the Expiration Date. This authorization extends only to activities of **Listing Agency** concerning a sale or exchange agreement for the Property made during the term of this Agreement and does not authorize or obligate **Listing Agency** to provide brokerage services concerning any other offer or agreement concerning the Property after the Expiration Date. If an Agreement for the sale or exchange of the Property has been entered into, but has not yet closed prior to the Expiration Date, **Listing Agency** recommends that this Agreement be renewed or extended at least through the closing date of such agreement.

Owner also agrees to pay the full commission due under this Agreement if, within 6 _____ month(s) after the Expiration Date or earlier termination of this Agreement, **Owner** directly or indirectly enters into a purchase and sale contract, sells, exchanges or closes on the sale or exchange of the Property and **Listing Agency** is the procuring cause thereof. For purposes of this Agreement, **Listing Agency** will be regarded as the procuring cause of any such agreement, sale, exchange or closing if its efforts are the foundation upon which the negotiations are begun that result in a purchase and sale contract, sale, exchange or closing. If **Owner** sells, exchanges, closes upon or agrees to sell the Property, directly or indirectly, to anyone who has made an oral or written offer to purchase the Property through **Listing Agency**, procuring cause will be deemed established. **Listing Agency** shall provide **Owner** with written notice of all persons on account of whom it may be entitled to a commission under this paragraph within ten (10) calendar days after the Expiration Date or earlier termination of this Agreement. **Owner** will not be obligated to pay **Listing Agency** the commission if, at the time of such sale, exchange, agreement to sell, exchange or closing, **Owner** has entered into a valid, bona fide Exclusive Marketing Agreement relating to the Property with any other licensed broker, salesperson or brokerage firm and such agreement contains terms and conditions, including duration and compensation, similar to those set forth in this Agreement.

7. Listing Agency's Authority. **Owner** authorizes **Listing Agency** to list the Property for sale or exchange, to advertise, show and market the Property as **Listing Agency** deems appropriate, to negotiate for offers on the Property and to present all offers, whether oral or written, to **Owner** up to and including the Expiration Date of this Agreement. **Owner** understands that, during the term of this Agreement, **Listing Agency** will be marketing other properties that may be of the same general nature as **Owner's** Property. **Owner** consents to **Listing Agency** representing other owners and marketing other properties during the term of this Agreement. Neither the Listed Price nor anything else in this Agreement constitutes a legally binding offer by **Owner** to any purchaser to sell the Property at that price or at any other price or terms. The decision to accept any purchaser's offer that may be presented is **Owner's** exclusive decision. **Listing Agency** has no authority to accept or agree to any offers on **Owner's** behalf.

Owner authorizes **Listing Agency**, a **Broker's Agent** or a Vermont attorney engaged by **Owner** for any sale of the Property to send or receive, on **Owner's** behalf, all notices required under any purchase and sale contract entered into between **Owner** and a purchaser. Any notice required to be in writing under any purchase and sale contract must be signed by **Owner** or **Owner's** attorney by actual or electronic signature that complies with Vermont and Federal electronic signature laws.

8. Assistance of Other Brokers/Submittal of Listing to MLS. **Owner** authorizes **Listing Agency** to enter into agreements to engage the services of other licensed brokers or salespersons as part of **Listing Agency's** marketing efforts. In addition, if **Listing Agency** is authorized by a Multiple Listing Service (MLS) of a Board of REALTORS® to submit listings to it, in the event **Owner** has authorized **Listing Agency** to do so in this Agreement, **Listing Agency** shall submit this listing to the MLS to offer broker agency, cooperation with buyer brokers, or both, to other MLS participants as part of **Listing Agency's** marketing efforts. In such case, **Listing Agency** shall market the Property in accordance with the procedures, rules and regulations of the MLS. Additionally, **Listing Agency** is authorized to provide sales information, upon closing, including the selling price of the Property and any concessions set forth in the Purchase and Sale Contract or any addenda thereto, to the MLS which is, in turn, authorized to circulate and disseminate such information.

9. Authorization for Broker's Agents Cooperation Agreements. **Listing Agency** is authorized to engage the services of licensed brokers, salespersons or brokerage firms through agency cooperation agreements ("Broker's Agents"). These Broker's Agents may assist in marketing the property as agents of the **Listing Agency**. They are not agents of **Owner**. **Listing Agency** is authorized to permit such Broker's Agents to show, market, and negotiate for offers to purchase or exchange the property, but neither **Listing Agency** nor any Broker's Agent is authorized to accept or agree to any offers on **Owner's** behalf. In authorizing the use by **Listing Agency** of Broker's Agents, **Owner** shall have no responsibility for the actions or inactions of such Broker's Agents and shall have no responsibility to any Broker's Agents for the payment of any commission or fee. **Listing Agency's** policy is to compensate Broker's Agents a commission equal to 0 _____ % of the contract price.

10. Authorization for Buyer's Agents Cooperation Agreements. **Owner** authorizes **Listing Agency** to offer, accept and enter into cooperation agreements for the allocation of the commissions or fees paid to **Listing Agency** under this agreement with licensed brokers, salespersons or brokerage firms who represent purchasers of the property ("Buyer's Agents"). In authorizing **Listing Agency** to enter into cooperation agreements with Buyer's Agents, **Owner** shall have no responsibility to any Buyer's Agent for the payment of any commission or fees. **Owner** understands that such Buyer's Agents do not act as **Owner's** agents or as agents of **Listing Agency**. **Owner** shall have no responsibility for the actions or inactions of such Buyer's Agents. **Listing Agency's** policy is to compensate Buyer's Agents a commission equal to 2.5 _____ % of the contract price.

11. Interest On Purchaser's Contract Deposit/Forfeit of Purchaser's Contract Deposit. **Owner** acknowledges that if interest on any purchase and sale contract deposit is reasonably expected to earn less than One Hundred Dollars (\$100.00), the contract deposit will be placed in a pooled interest bearing trust account and the interest on the contract deposit will be remitted to the Vermont Housing Finance Agency (VHFA) to be used for the benefit of affordable housing programs in Vermont pursuant to Vermont's interest on real estate trust accounts law. However, even if the interest on any contract deposit is reasonably expected to accrue more than One Hundred Dollars (\$100.00), **Owner** and any contract purchaser may agree, in the purchase and sale contract,

Owner's Initials    

20. State and Local Permits. Owner acknowledges and understands that certain State and Local permits may govern the use of the Property. If such permits are required for the use of the Property or the Property is not in compliance with such permits, a purchaser may be unwilling or unable to close on any Purchase and Sale Contract that may be entered into for the Property. To the best of Seller's knowledge, the Property is in compliance with any existing permits. Further, Seller has not received notice of violation(s) of any State or Local permit that has not been cured or resolved.

21. Marketing Options

- A. Owner ☐ does ☒ does not grant **Listing Agency** permission to place and maintain a "For Sale" sign upon the Property (if allowed under State or municipal law or condominium or common interest ownership association rule).
- B. Owner ☒ does ☐ does not grant **Listing Agency** authority to permit cooperating agents to show the Property without **Listing Agency** being present.
- C. Owner ☒ does ☐ does not grant **Listing Agency** permission to place and maintain a lockbox on the Property.
- D. Owner ☒ does ☐ does not grant **Listing Agency** permission to submit this listing to a Multiple Listing Service (MLS). If this listing is submitted to an MLS, one image of the Property is required.
- E. Owner ☒ does ☐ does not authorize submission of Owner's name into the Multiple Listing Service.
- F. Owner ☒ does ☐ does not grant **Listing Agency** permission to take interior photographs, digital images or provide virtual tours of the interior of the Property to be used for marketing.
- G. Owner ☒ does ☐ does not grant **Listing Agency** authority to disclose to cooperating Brokers or prospective purchasers the existence (but not the terms or amounts) of other offers to purchase the Property.
- H. Seller's Property Information Report ☒ will ☐ will not be provided to **Listing Agency** by Owner.
- I. The Property ☐ does ☒ does not include a residential dwelling built before 1978 and, therefore, ☐ is ☒ is not subject to Federal Lead-Based Paint Regulations. If "Yes" Lead Based Paint Disclosure will be provided to **Listing Agency** by Owner.
- J. Owner acknowledges receipt of a Consumer Information Disclosure from **Listing Agency** prior to entering into this Agreement. ☒ Yes ☐ No.
- K. Owner's property description addendum prepared by Owner ☐ is ☐ is not provided to **Listing Agency** as part of this Agreement.
- L. Additional Terms and Conditions concerning Agreement or Marketing Options:

**** Bruce Nourjian, and Scott Weathers are both excluded from this Agreement for a period of 15 days from September 15th, 2022. The property will be transferred using a 1031 exchange and will be placed into MLS upon receipt of all mechanicals and photography and approved by listing agency.**

22. Calendar Days/Counterparts. Whenever this Agreement or an addendum or amendment thereto refers to a day or days, it shall be deemed to be calendar days. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

23. Term of Agreement. Commencement Date: 09/15/2022 Expiration Date: 03/14/2023 (at midnight EST/EDT)

OWNER ACKNOWLEDGES HAVING READ ALL PROVISIONS OF THIS AGREEMENT PRIOR TO SIGNING THIS AGREEMENT.

UNDERSTOOD AND AGREED:

Pall Spera Company
Listing Agency

Rebecca Donaldson
Listing Agent

Rebecca Donaldson
(signature) dotloop verified
09/14/22 12:36 PM EDT
4YTQ-OKLS-1XHO-KW3H
Date

62 Main St
Street Address/P.O. Box

Stowe
City/Town

VT
State

05672
Zip

802-798-3006
Phone

8027983006
Cell

rebecca.donaldson@pallspera.com
Fax No./Email

Gregory Baffour Merwin, TRUST
(signature)

802-253-9046
Phone/Cell

gmerwin67@hotmail.com
Fax No./Email

Date

By George Merwin, Trustee
(signature)

Phone/Cell

merwin10@myfairpoint.net
Fax No./Email

7/15/22
Date

Owner:
(signature)

Phone/Cell

Fax No./Email

Date

Owner:
(signature)

Phone/Cell

Fax No./Email

Date

Owner contact information to which all notices to Owner under this Agreement shall be sent:

PO BOX 644
Street Address/P.O. Box

Stowe
City/Town

VT
State

05672
Zip

Res. Phone

802--253-9046
Bus. Phone/Cell

gmerwin67@hotmail.com
Fax No./Email