

In subparagraph (h)(6), the Seller is representing that there are no UCC fixture filings affecting the Property *and* that the Seller isn't aware of any situation that may result in a fixture filing during the listing agreement. "Fixture filing" is defined in Article 9 of the Uniform Commercial Code as "the filing of a financing statement covering goods that are or are to become fixtures." For example, a fixture filing may be made by a company installing an HVAC system in a house when the owner will pay for the system over time. If the owner fails to make payments, the fixture filing would give the installing company specific rights with respect to the HVAC system.

Subparagraph (i). Check appropriate box whether the Property is subject to any lease(s), and if so, obtain a copy of the lease agreement(s) or a written statement of the terms of any oral lease. If the Property is managed by someone other than Seller, insert the manager's name and contact information in the blank space.

Subparagraph (j). See definitions of "Special Assessments" in Paragraph 1(n) of the Offer to Purchase and Contract (form 2-T). If Seller is aware of any Special Assessment that has been approved or is under consideration, describe the assessment in the blank.

10. **SELLER'S DUTIES:**

Subparagraph (e): Insert in the blank any circumstance of which Seller is aware that might prohibit Seller from conveying fee simple marketable title to the Property (known defect in the title to the Property, restrictive covenant violation, purchase price for Property possibly insufficient to pay costs of sale and Seller without sufficient liquid assets to cover such costs, etc.). The Short Sale Addendum to Exclusive Right to Sell Listing Agreement should be attached to the listing agreement if any sale of the Property may be a "short sale" as that term is defined in the Addendum.

Subparagraph (g): For Property for which a building or other permit has been issued, the Seller is required to appoint a Lien Agent subject to the following two (2) exceptions: No lien Agent need be appointed when (1) the anticipated cost of the project permitted is expected to be under \$30,000.00; or (2) if the improvements are made to a single family residence which is occupied by the Seller. The Designation of Lien Agent is made on the website LiensNC.com, where potential lien claimants may file a Notice to Lien Agent that they are providing labor, services, material or rental equipment to the Property for which a lien may be claimed if they are not paid. A Closing Attorney will search the website for notices and will require lien waivers from each potential lien claimant who has filed such a Notice. Therefore to prevent delays in Closing, a Seller and Seller's Agent should promptly furnish to the buyer, the buyer's Agent and the buyer's closing attorney a copy of any Appointment of Lien Agent made by or on behalf of Seller (which may be printed off the LiensNC.com website). If a Seller fails to comply with the statutory requirement to designate a Lien Agent, it may not be possible to obtain title insurance on the Property and complete Closing in accordance with any contract to sell the Property.

12. **ADDITIONAL TERMS AND CONDITIONS:** Additional terms and conditions may be added in this space if necessary. Identify each additional provision as (a), (b), etc. If any additional provision conflicts with another provision of the Agreement, clarify which provision is to govern. NOTE: Since the brokerage firm is a party to the Agreement, the drafting of additional provisions would not constitute the unauthorized practice of law. However, in order to insure that the contractual relationship between the Firm and the Seller is clear and unambiguous, great care should be taken in drafting any additional provisions.

13. **DUAL AGENCY:** A firm is not required to offer dual agency or designated dual agency to its clients. However, if the Firm does offer dual agency or designated dual agency, the listing agent should review subsections (a), (b), (c), and (d) with the Seller in order to help insure that any decision by the Seller to authorize dual agency or designated dual agency is an informed one. The Seller should indicate whether the Seller authorizes the firm to engage in dual agency if a buyer client of the Firm becomes interested in the Seller's Property by initialing either the "Dual Agency" or "Exclusive Representation" blanks in subsection (e). If the Seller authorizes dual agency, the Seller should also indicate whether the Seller authorizes the same individual agent to represent both the Seller and the buyer in a transaction by checking the appropriate box in subsection (e) under the "Dual Agency" authorization. Typically, this authority is given at the time the agency agreement is first completed.

If the Seller authorizes dual agency and the Firm also offers designated dual agency, the Seller should also initial the "Designated Dual Agency" blank in subsection (e) if the Seller authorizes the Firm to engage in designated dual agency. If the "Designated Dual Agency" blank is initialed, the Seller is authorizing *and directing* the Firm to engage in designated dual agency unless it would not be permitted by law due to the circumstances existing at the time of the transaction or the Seller authorizes the Firm in writing to remain in dual agency only. Typically, this authority and direction is given at the time the agency agreement is first completed. An individual broker may not be so designated and may not undertake to represent only the interests of one party if the broker has actually received confidential information concerning the other party in connection with the transaction. In addition, a broker-in-charge may not act as a designated broker for a party in a real estate sales transaction when a provisional broker under his or her supervision will act as a designated broker for another party with a competing interest.

16. **ENTIRE AGREEMENT/CHANGES:** All changes, additions, or deletions made to the Agreement after the Effective Date must be in writing and signed by both Seller and Firm. It is recommended that the Agency Agreement Renewal And/Or Amendment (Form 710) be used for this purpose.

SIGNATURES: All parties with an ownership interest must be named and sign as “Seller” (see “Names of Seller and Firm” on page 1 where owner is deceased). A married seller’s spouse should join in the execution of the listing agreement and any subsequent purchase agreement, even if the spouse is not a record owner of the Property. The non-owner spouse holds a potential “marital life estate” and a right to dissent from the will under North Carolina law and must sign the deed in order for the other spouse to convey clear title. The signature of the non-owner spouse on the contract will obligate that spouse to join in signing the deed. If the married Sellers have executed and recorded a pre-nuptial agreement, post-nuptial agreement, or a free trader agreement, consult a North Carolina Real Estate Attorney to determine who must sign.

SAMPLE