

RE-16 SELLER REPRESENTATION AGREEMENT (EXCLUSIVE RIGHT TO REPRESENT)

AUGUST 2024 EDITION



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, **CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT** BEFORE SIGNING.

1	DATE: AGENT: AGENT:
2	
3	Acting as Agent for the Broker 1. SELLER
5 6 7	SELLER'S exclusive Broker to sell, lease, or exchange the property described below, (hereafter "Property"),on the terms stated herein or on other terms agreed to in writing by SELLER in future negotiations with any BUYER. SELLER retains BROKER and grants to BROKER the exclusive right to represent SELLER, where the SELLER is represented by only one broker for the duration stated herein and for the express purpose of representing
8 9	SELLER in the sale, lease or exchange of the Property. Further, SELLER agrees, warrants and acknowledges that SELLER has not and shall not enter into any seller representation agreement with another broker to sell, lease or exchange the Property during the effective term of this agreement.
0	SELLER agrees to indemnify and hold the above-listed Broker harmless from any claim brought by any other broker or real estate salesperson for
1	compensation claimed for assisting SELLER during the duration of this agreement. By appointing Broker as SELLER'S exclusive real estate
2	broker, SELLER agrees to conduct all negotiations to sell the Property through Broker, and to refer to Broker all inquiries or leads received
3 4	in any form from real estate brokers, salespersons, prospective buyers, or any other source, during the time this Exclusive Seller Representation Agreement is in effect.
5 6	2. PROPERTY ADDRESS AND/OR LEGAL DESCRIPTION. The property address and/or the complete legal description of the property are as set
7 8	forth below. Address
9	County City Idaho Zin
0	County, Idaho Zip Legal and/or Property Description
1	or Legal and/or Property Description Attached as exhibit (Exhibit must accompany this agreement and be signed or
3	initialed by SELLER.)
1	3. TERM OF AGREEMENT. The term of this Agreement shall commence on and shall expire at 11:59 p.m.
,	on unless renewed or extended. If the SELLER accepts an offer to purchase or exchange, the term of this Agreement shall be extended through the closing of the transaction.
3	4. PRICE. SELLER agrees to sell the Property for a total price of \$
)	DOLLARS
1 2 3 1	5. FINANCING. SELLER agrees to consider the following types of financing: (Complete all applicable provisions). FHA VA CONVENTIONAL IHFA RURAL DEVELOPMENT Exchange Cash Cash to existing loan(s) Assumption of existing loan(s)
5 6 7	SELLER will carry contract and accept a minimum down payment of \$ and an acceptable secured note for the balance to be paid as follows:
3	Other acceptable terms
	Other acceptable terms
1	6. BROKERAGE FEE. Compensation is not set by law and is fully negotiable.
3 1 5	(A) SELLER agrees to pay Broker the brokerage fee stated below if Broker or any person, including SELLER, procures a purchaser ready, willing and able to purchase, transfer or exchange the Property on the terms stated herein or on any other terms agreed to by SELLER in writing. The total brokerage fee shall be% of the PRICE stated above unless the property sells for a different amount, in which case the brokerage fee
) '	will be the same percentage but will be based off the final sale price. Alternatively, SELLER agrees to pay Brokerage a flat fee of \$
3	Of this total brokerage fee,% of the PRICE or final sale price OR \$ shall be shared with a cooperating brokerage (selling brokerage) who assists in procuring a purchaser ready, willing and able to purchase, transfer or exchange the Property. In the event there is no
)	cooperating brokerage (selling brokerage), Broker shall receive the full brokerage fee. The fee shall be paid in cash at closing and deducted from
2	the seller's proceeds on the settlement statement unless otherwise designated by the Broker in writing.
3	(B) If Broker procures a lessee ready, willing and able to lease the Property on the terms stated herein, or on any other price and terms
	agreed to in writing, the SELLER agrees to pay a total brokerage fee of the greater of:% of the total base rent OR month's rent OR a one-time flat fee of \$ Of this total brokerage fee,% of the total base rent
5	OR month's rent OR a one-time flat fee of \$ may be shared with the lessee's brokerage, in the event lessee has no
,	brokerage, Broker shall receive the full brokerage fee. Any applicable flat fee shall be paid in cash upon execution of the lease agreement unless
3	otherwise designated by the Broker in writing. Base rent is defined as the specific minimum rent owed by lessee to SELLER each month. In
	addition, if the lease is a 'lease to own' contract, or if the lessee exercises an option to purchase under the lease, then in addition to the terms
	specified in this section (b), Broker shall also be entitled to the brokerage fee enumerated in section (a) above.
	(C) Further, the brokerage fee is payable if the Property or any portion thereof or any interest therein is, directly or indirectly, sold, exchanged or optioned or agreed to be sold, exchanged or optioned within calendar days (ninety [90] if left blank) following expiration of the term
	SELLER'S Initials () () Date:
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	PROPERTY ADDRESS:
64 65 66 67	hereof to any person who has examined, been introduced to or been shown the Property during the term hereof; unless SELLER enters into a Seller Representation Agreement to market said Property with another Broker. This subsection (C) shall survive the term or termination of this Agreement unless explicitly revoked in a written document signed by Broker and Client.
68 69 70 71 72 73	(D) This is a contract for a specific term. In the event SELLER breaches this representation agreement by terminating it prior to its expiration, said termination shall be deemed to be wrongful interference which prevented Broker from performing Broker's duties hereunder and as a special condition of this agreement SELLER shall be liable to Broker for a cancellation fee equal to% of the PRICE enumerated in Section 4 above or \$ This cancellation fee is only available if Broker is not compensated under Sections 6A or 6B above. This fee shall be the minimum amount owed to Broker as SELLER may be liable for further payment to Broker if Broker becomes obligated to pay third parties including but not limited to commissions owed to Buyer's agents if SELLER was under contract at the time of breach.
74 75	7. ADDITIONAL FEES:
76 77	
78 79 80 81 82 83 84 85	8. INCLUDED ITEMS. SELLER agrees to leave with the premises all seller-owned attached floor coverings, television wall mounts, satellite dish, electronic doorbells and locks, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks, and irrigation fixtures and equipment if any, that are appurtenant thereto that are now on or used in connection with the premises and shall be included in the sale unless otherwise provided herein. Also included:
86 87	
88 89	9. EXCLUDED ITEMS.
90	
91 92	
93 94 95 96 97 98 99	10. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been planted on the PROPERTY prior to the date of a purchase and sale agreement, even though said harvest time may occur subsequent thereto unless otherwise agreed to in writing. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to harvest the timber unless the right to remove same shall be established in writing. Notwithstanding the provisions hereof, any tenant who shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE PROVIDED TO BUYER UPON BUYER'S REQUEST.
101 102 103 104 105	11. WATER & MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY are included in and are part of the sale of this PROPERTY, and are not leased or encumbered, unless otherwise disclosed by the SELLER in writing. Any and all water rights including but no limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the PROPERTY are included in and are a part of the sale of this PROPERTY unless otherwise agreed to by the parties in writing.
106 107 108 109 110 111 112	12. TITLE AND EXISTING ENCUMBRANCES. Title to the Property is to be conveyed by Warranty Deed unless otherwise provided herein, and is to be marketable and insurable except for rights reserved in federal patents, federal, state or railroad deeds, building or use restrictions, building and/or zoning regulations and ordinances of any governmental entity, and rights of way and easements established or of record. The individual executing this Agreement warrant and represents that said individual either owns the Property or has full power and right to enter into this Agreement and to sell and convey the Property on behalf of the SELLER and that to the best of said individual's knowledge the Property is in compliance with all applicable building and zoning regulations and with any applicable covenants and restrictions affecting the Property except:
113	
114 115	
116 117 118	The SELLER agrees to provide good and marketable title to the Property at the time of closing. The Property is currently encumbered by the following liens:
119 120 121 122 123 124	If encumbered, the loan payments are current _yes _no; If no, the Property _ is _ is not currently under foreclosure proceedings. If Property is currently or becomes involved in foreclosure proceedings, Idaho law requires certain additional disclosures to be provided in a separate form and affixed to the Purchase and Sale Agreement. Foreclosure means that a trustee or beneficiary has filed a notice of default in the county where the Property identified in Section 2 is situated and in addition to any statements required by Idaho law, the notice also states that trustee or beneficiary has elected to sell the Property to satisfy the obligation.
125 126 127 128	SELLER is aware that some loans have a recapture provision or prepayment penalty and SELLER may be required to pay additional funds to satisfy such recapture or penalty.
129 130	SELLER'S Initials () () Date:
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By initialing this line, it is understood that Broker is a member of the above MLS, SELLER authorizes and directs Broker (Initial) SELLER understands and agrees that any MLS information regarding the above Property will be made available to Buyer and/or Dual Agents. SELLER acknowledges that pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of the Code §54-2083(6)(d), a "sold" price of real proportion of	age 3 of 5
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14. LOCKBOX AUTHORIZATION.	ove MLS. r's Agents
By initialing this line, SELLER directs that a lockbox containing a key which gives MLS Keyholders access to the Proper shall be placed on any building located on the Property. SELLER authorizes MLS Keyholders to enter said Property to inspect or show the same. SELLER agrees to hold Broker harmless from any liability or loss. 15. AVM AND BLOGGING AUTHORIZATION.	
15. AVM AND BLOGGING AUTHORIZATION. SELLER does does not agree to allow blogging and or consumer comments. 16. ADVERTISING AUTHORIZATION. SELLER does does not agree to allow blogging and or consumer comments. 16. ADVERTISING AUTHORIZATION. SELLER does does not agree to allow address to be displayed on Internet. SELLER does does not agree to allow Broker to advertise said Property in print media. SELLER does does not agree to allow Broker to advertise said Property in print media. SELLER does does not agree to allow Broker to advertise said Property in print media. SELLER does does not agree to allow Broker to advertise said Property in other advertising media. SELLER does does not agree to allow Broker to advertise said Property in other advertising media. SELLER does does not agree to allow Broker or a third party to take photography/video of the Property for advertisement purpose utilizing an unmanned aircraft system (drone). 17. SELLER'S PROPERTY DISCLOSURE FORM. If required by Title 55, Chapter 25 Idaho Code, SELLER shall within ten (10) calendar execution of a Purchase and Sale Agreement provide to Buyer "Seller's Property Disclosure Form" and Buyer shall have three (3) busiferom receipt of the disclosure report to rescind the offer in a written signed and dated document delivered to the SELLER or the SELLER Buyer rescission must be based on a specific written objection to a disclosure made in the Seller's Property Disclosure Form. 18. LEAD BASED PAINT DISCLOSURE. SELLER has been advised of disclosure obligations regarding lead-based paint and all residential lead-containing dusts and soils regardless of the source of lead. Said Property is is not "Target Housing". If yes, SELLER agrees to sign and complete the Information Disclosure and Acknowledge provided and deliver to my agent all records, test reports or other information related to the presence of lead-based paint in any additionally if any structure was built before 1978 and is a residential hom	rty
16. ADVERTISING AUTHORIZATION. SELLER does does not agree to allow listing documents and information to be displayed on the Internet. SELLER does does not agree to allow Broker to advertise said Property in print media. SELLER does does not agree to allow Broker to advertise said Property in other advertising media. SELLER does does not agree to allow Broker to advertise said Property in other advertising media. SELLER does does not agree to allow Broker to place the Broker's sign on Property. SELLER does does not agree to allow Broker to place the Broker's sign on Property. SELLER does does not agree to allow Broker or a third party to take photography/video of the Property for advertisement purpose utilizing an unmanned aircraft system (drone). 17. SELLER'S PROPERTY DISCLOSURE FORM. If required by Title 55, Chapter 25 Idaho Code, SELLER shall within ten (10) calendar execution of a Purchase and Sale Agreement provide to Buyer "Seller's Property Disclosure Form" and Buyer shall have three (3) busing from receipt of the disclosure report to rescind the offer in a written signed and dated document delivered to the SELLER or the SELLER Buyer rescission must be based on a specific written objection to a disclosure obligations regarding lead-based paint and lead-based paint in the event Property is a defined "Target Housing" under Federal Regulations. The term lead-based paint hazard is intended to id based paint and all residential lead-containing dusts and soils regardless of the source of lead. Said Property is is not "Target Housing". If yes, SELLER agrees to sign and complete the Information Disclosure and Acknowledge provided and deliver to my agent all records, test reports or other information related to the presence of lead-based paint or lead-based pain to read-based paint and lead-based paint and lead-based paint in that structure to provide the owner with a "Renovate Right" pam contractor shall be certified and follow specific work practices to prevent lead conta	
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environmental assessment inspection, code compliance inspection, title insurance, closing and escrow services, loans and refinancing	structural r advises n, identify
construction and repair, legal and accounting services, and/or surveys. SELLER understands that the identification of service providers is SELLER'S convenience and that the Broker and their agents are not guaranteeing or assuring that the service provider will perform it accordance with SELLER'S expectations. SELLER has the right to make arrangements with any entity SELLER chooses to provide these	solely for duties in services.
SELLER hereby releases and holds harmless the Broker and Broker's agents from any claims by SELLER that service providers brea agreement, were negligent, misrepresented information, or otherwise failed to perform in accordance with SELLER'S expectations. In SELLER requests Broker to obtain any products or services from outside sources, SELLER agrees to pay for them immediately wher is due. For example: surveys or engineering, environmental and/or soil tests, title reports, home or property inspections, appraisals, etc.	the event
20. CONSENT TO LIMITED DUAL REPRESENTATION AND ASSIGNED AGENCY: The undersigned SELLER has received, read and use the Agency Disclosure Brochure prepared by the Idaho Real Estate Commission. The undersigned SELLER understands that the brokerage in this transaction may be providing agency representation to both SELLER and Buyer. The undersigned SELLER each understands to agent for both SELLER/client and Buyer/client, a brokerage will be a limited dual agent of each client and cannot advocate on behalf of over another, and cannot legally disclose to either client certain confidential client information concerning price negotiations, terms motivating Buyer/client to buy or SELLER/client to sell without specific written permission of the client to whom the information pertains.	e involved nat, as an one client or factors

duties, obligations and limitations of a limited dual agent are contained in the Agency Disclosure Brochure as required by Section 54-2085, Idaho Code. The undersigned SELLER understands that a limited dual agent does not have a duty of undivided loyalty to either client. The undersigned SELLER further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency representation,

individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with applicable duties set forth in Section 54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the sales associates) will remain SELLER'S Initials (_) Date: _

) (

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a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.

21. SELLER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES: SELLER acknowledges that Broker as named above has disclosed the fact that at times Broker acts as agent(s) for other Buyers and for SELLERS in the sale of the Property. SELLER has been advised and understands that it may create a conflict of interest for Broker to introduce Buyers to SELLER Client's Property because Broker could not satisfy all of its Client duties to both Buyer Client and SELLER Client in connection with such a showing or any transaction which resulted. Based on the understandings acknowledged, SELLER makes the following election: (Make one selection only)

/_____/ Initials Limited Dual Agency and/or Assigned Agency

OR

____/ Initials Single Agency SELLER does want Broker to introduce any interested Client of Broker to Client SELLER'S Property and hereby agrees to relieve Broker of conflicting agency duties, including the duty to disclose confidential information known to the Broker at that time and the duty of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist the SELLER and Buyer in the introduction of Buyers to such SELLER Client's Property and in the preparation of any contract of sale which may result. SELLER authorizes Broker to act in a limited dual agency capacity. Further, SELLER agrees that Broker may offer, but is not obligated to offer, assigned agency representation, and if offered by the Broker, SELLER authorizes Broker to act in such capacity.

SELLER does not want Broker to introduce interested Buyer Clients to Client SELLER'S Property and hereby releases Broker from any responsibility or duty under the agency agreement to do so. Broker shall be under no obligation or duty to introduce the Buyer to any Client SELLER'S Property.

- 22. OTHER POTENTIAL SELLERS AND BUYERS: SELLER understands that other potential buyers may consider, make offers on, or purchase through Broker, the same or similar properties as SELLER is seeking to sell. SELLER also understands that other potential sellers may consider, receive offers on, or sell through Broker, the same or similar properties as SELLER is seeking to sell. SELLER consents to Broker's representation of such other potential buyers and sellers before, during, and after the expiration of this Agreement and further releases Broker of any conflicting Agency duties that may arise through said representation.
- 23. INFORMATION WARRANTY. SELLER warrants that all information provided by SELLER herein and hereafter will be true and correct. Unless specifically stated in writing, SELLER grants Broker the right to share with prospective BUYERS any documents provided to Broker and agrees said documents are not confidential, SELLER further and specifically affirms SELLER is authorized to share tenant information with Broker and authorizes Broker to share the same with prospective BUYERS.
- **24. DEPOSIT.** Brokers are authorized to receive a deposit from any prospective purchaser who offers to purchase or exchange the Property and shall notify SELLER of the receipt of any such deposit. Acceptance of such deposit by a Broker shall not constitute SELLER'S acceptance of any such offer.
- 25. COST REIMBURSEMENT: If BUYER defaults in the performance of any purchase and sale agreement procured under this Agreement, and SELLER becomes entitled to Earnest Money, the holder of the Earnest Money shall pay out of the Earnest Money the costs incurred by SELLER'S Broker related to the transaction, including, without limitation, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney fees. If SELLER elects to accept the Earnest Money as liquidated damages, the holder of the Earnest Money shall first pay from the Earnest Money the aforementioned costs incurred by SELLER'S Broker, and then pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-to commission. In the event SELLER defaults under any purchase and sale agreement procured under this Agreement, SELLER shall be liable to Broker for any costs incurred by SELLER'S Broker related to this Agreement.
- 26. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, SELLER agrees that in the event of any controversy regarding the Earnest Money and/or items of value held by Broker or closing agency, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.
- 27. GENERAL PROVISIONS. In the event either party shall initiate any suit or action or appeal on any matter relating to this Agreement the defaulting party shall pay the prevailing party all damages and expenses resulting from the default, including all reasonable attorneys' fees and all court costs, including fees and cost upon appeal, and other expenses incurred by the prevailing party. This Agreement is made in accordance with and shall be interpreted and governed by the laws of the State of Idaho. All rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of their heirs, personal representatives, successors and assigns.
- 28. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. SELLER is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. SELLER agree that if SELLER use, or authorize the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their agents, and the designated title and escrow company

SELLER'S Initials ()	_) ()) Date:
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harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

- 29. NON-DISCRIMINATION. SELLER and Broker acknowledge that it is illegal to discriminate in the showing, sale or leasing of the Property on the basis of race, religion, color, sex, marital status, national origin, familial, or handicapped status of such person.
- 30. SINGULAR AND PLURAL terms each include the other, when appropriate.
- 31. TRANSMISSION OF DOCUMENTS. Facsimile or electronic transmission of any signed original document and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER or SELLER, or the lender, or the Closing Agency, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.
- **32. AUTHORITY OF SIGNATORY:** If SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind SELLER.
- **33. MERGER AND TIME: TIME IS OF THE ESSENCE IN THIS AGREEMENT** The terms hereof, and any addendums or exhibits constitute the entire agreement and supersede all prior agreements, negotiations and discussions between parties. This agreement may be modified only by a written agreement signed by each of the parties.
- **34. SEVERABILITY:** In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 35. BROKERS ARE REQUIRED TO PRESENT ALL WRITTEN OFFERS UP UNTIL THE TIME OF CLOSING (per Idaho Code §54-2051).
- 36. COMMUNICATION: Failure of SELLER to reasonably maintain communication with BROKER is a breach of this agreement.
- **37. FORCE MAJEURE:** Neither party shall be liable to the other or deemed in default under this agreement if and to the extent that such party's timely performance of this agreement is prevented by reason of a Force Majeure Event. "Force Majeure Event" means an occurrence that is beyond the control of the party affected and could not have been avoided or overcome by exercising reasonableness or diligence. Force Majeure Events include, but are not limited to, acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.
- **38. ACCESS.** SELLER acknowledges that by entering into this contract SELLER is requesting Broker to allow prospective buyers, their associates and agents access to the Property and that it is impossible for Broker to screen and/or monitor all such individuals. Therefore SELLER shall hold Broker harmless from all liability resulting from said access, including but not limited to, liability arising from exposure to disease-causing organisms and objects such as viruses and bacteria.

9. OTHER TERMS AND CONDITIONS:								
CONTRACTOR REGISTRATION # (if applicable)								
SELLER Signature	Date	Agent or Broker (on behalf of Brokerage) Signature	Date					
Phone	Email	Brokerage Address						
SELLER Signature	Date	Brokerage Phone	Email					
Phone	Email	Agent Phone	Email					
Addross								

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