



GREATER LANSING ASSOCIATION OF REALTORS®
LISTING AGREEMENT - RESIDENTIAL



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Contract Date: 9/14/2026 through Expiration on 3/14/24 at 11:59 PM
 Brokerage Firm: Five Star Real Estate - Lansing ("Brokerage Firm")
 REALTOR®: Sue Dickinson
 SELLER(s): Charles E. Levy Beverly D. Levy ("SELLER")
 SELLER's Home Address: 16600 La Fleur Dr, East Lansing 48823
 SELLER's Email Address: chuck.levy@hotmail.com bevlevy@hotmail.com
 SELLER's Phone #: 517-944-8838 SELLER's Facsimile # _____

1. **RIGHT TO SELL:** In consideration of the Agreement of Brokerage Firm to market SELLER's Property and to use reasonable efforts to find a buyer, SELLER gives Brokerage Firm the exclusive right to offer for sale and to sell the Property for the listing period stated above at the price and on terms set forth below. In consideration for exclusive sale rights, Brokerage Firm agrees to use reasonable efforts to sell the Property, to present the Property to other REALTOR® companies through a multiple listing service and to engage in marketing efforts to expose the Property.
2. **PROPERTY** situated in the City/Twp. of Bath Charter Township County of Clinton Michigan, located at: 16600 La Fleur Dr. East Lansing 48823
 and legally described as:
Unit 13, Chateau in the Pines Condos Bath Township

Permanent Parcel #(s): 010-145-000-013-00

Subject to any existing building and use restrictions, zoning ordinances, and easements, if any. The Property includes all buildings; GAS, OIL, AND MINERAL RIGHTS OWNED BY SELLER; all attached fixtures such as carpeting and linoleum; mirrors; complete lighting and fan fixtures; window treatment hardware/rods; window shades, curtains, and blinds; screens, storm windows and doors; stationary laundry tubs; heating and air conditioning equipment; water heater, water softener (unless rented), water pump and pressure tank; sump pump; satellite dish and controls; garage door opener and controls; attached work benches; all attached shelving; stationary outdoor grills; all support equipment for in-ground pools; detached storage buildings; fireplace doors and screens; built-in appliances; mail box; all plantings; underground sprinkling system, water pumps and timers; fences; awnings; basketball hoop; outdoor play equipment; fuel in tanks (unless metered) and fuel tanks (unless rented) hardwired house generator; Seller to transfer/terminate supporting subscriptions related to affixed smart home devices.

EXCEPTIONS OR ADDITIONS:

None

3. **LEAD BASED PAINT DISCLOSURE:** Please check one:
☒ SELLER represents and warrants that the listed Property was **built in 1978 or later** and that therefore, the federally-mandated lead-based paint disclosure regulations **do not apply** to this Property.
☐ SELLER represents and warrants that the listed Property was **built before 1978** and that therefore, the federally-mandated lead-based paint disclosure regulations **do apply** to this Property.

4. **PRICE/TERMS:** List price to be: \$ 389,900
 Subject to the following terms and conditions: ☒ Cash, ☒ FHA, ☒ Veterans/VA, ☒ Conventional, ☐ FMHA-Rural Housing Loan, ☐ MSHDA, ☐ Land Contract, ☐ Other _____

5. **WELL AND SEPTIC:**

- ☐ This Property requires mandatory Well and Septic Inspections. SELLER acknowledges that SELLER is required to perform and pay for Point of Sale Mandatory Well and Septic inspections on the above named Property.
- ☒ This Property does not require mandatory Well and Septic Inspections.

SELLER'S initials [Signature] Date 9/11/24



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6. **CONVEYANCE REQUIREMENTS:** SELLER will deliver good and marketable title and be responsible and pay for all matters related, but not limited, to owner's policy of title insurance with standard exceptions in the amount of the sale price; all costs required and necessary to convey clear title; closing fee if closing a cash, SELLER funded purchase money mortgage, VA or land contract transaction; State transfer tax on Deed; preparation of Deed; Land Contract, and/or security instruments and other documents necessary to convey clear title; and mortgage charges not allowed by regulation to be charged to Buyer.
Title Ins. # _____ Held by _____

7. **PROPERTY TAXES WILL BE TREATED AS IF THEY COVER THE CALENDAR YEAR** in which they are first billed. TAXES first billed in years prior to year of Closing will be paid by SELLER without proration. TAXES first billed in the year of Closing will be prorated using the tax bill amounts less any assessments included in the tax bills so that SELLER will pay taxes from the first of the year through the day prior to Closing date; and BUYER will pay taxes for the balance of the year, including the date of Closing. If any bill for Taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted and prorated.

8. **SPECIAL ASSESSMENTS:** All special assessments for the Property that occur on or before the date of Closing, shall be paid by the SELLER, provided, however, that in the event a special assessment is payable in installments, and assumable, current and future installments shall be
☐ paid by BUYER.
☒ paid in full by SELLER at closing;

EXCEPTIONS:

None

9. **PRORATED ITEMS:** Rents, association fees, insurance (if assigned), as well as interest on any existing land contract, mortgage, water and sewer bills or other lien assumed or to be paid by the BUYER, will be prorated to the date of Closing;

Additional Items:

None

10. **PRESENT ENCUMBRANCES**

A. Mortgage/Land Contract to: _____ Acct. # _____

B. Equity Loan/Line of Credit to: _____ Acct. # _____

Other: _____ Title Holder _____

Is this Property subject to any known problem or limitations such as: ☐ Bankruptcy ☐ Probate ☐ Divorce ☐ Tax or Construction Lien ☐ Mortgage Default ☐ Other

11. **LISTING BROKERAGE COMPENSATION:** Payable for sale, lease, exchange, or management of Property, is not set by any Board or Association of REALTORS®, MLS, Law Or any other manner other than between the Brokerage Firm and SELLER: If, during the term of this listing Agreement, SELLER sells or exchanges the Property or if the Brokerage Firm, SELLER or anyone produces a buyer ready, willing and able to purchase the Property at the listed price and terms or for any other price, terms or exchange to which SELLER consents in writing, SELLER agrees to pay Brokerage Firm a fee equal to \$345 and a commission equal to 3* % of the sale price. FURTHER, if within 1 months after the expiration or termination of this Agreement, SELLER sells, trades or exchanges the Property to anyone with whom Brokerage Firm, SELLER or anyone had negotiations for the sale of the Property, exhibited the Property, or had contact with as a prospective Buyer of the Property during the listing term, the stated compensation will be paid by SELLER to Brokerage Firm, unless at the time of the sale, the Property is listed with another REALTOR®. It is also agreed that in the event of a trade or exchange, Brokerage Firm is authorized to represent and receive compensation from both parties for the transaction.

Listing Broker charges an additional 2 % of sale price or \$ _____ for producing an unrepresented BUYER for additional services rendered.

* if property is under contract with a Buyer w/in 30 Days, List commission will be 2.5%

12. **DEFAULT:** If a sale is not closed because of the SELLER's refusal to perform, the full brokerage fee will be due and payable upon refusal. If a sale is not closed because of the Buyer's failure to perform and the deposit is forfeited, SELLER agrees that the deposit will be applied first to reimburse the Brokerage Firm for all expenses incurred by the Brokerage Firm on the SELLER's behalf in performance of the SELLER's obligations, including but not limited to, attorney fees and inspections.

SELLER'S initials

[Handwritten initials]

Date 9/11/26



13. AGENCY:

A. Agency: SELLER acknowledges that SELLER has received and reviewed the GLAR Disclosure Regarding Real Estate Agency Relationships form.

B. BUYER AGENCY: SELLER has been informed and understands that some real estate brokers and agents represent BUYERS under a Buyer Agency Agreement. Those brokers and agents representing the BUYER have a duty to serve the BUYER's interest rather than the SELLER's interest. Thus, any information that SELLER provides the BUYER's broker and BUYER's agent will be disclosed to the BUYER.

C. BROKERAGE FIRM RECOMMENDS: Brokerage Firm recommends that the SELLER treat all REALTORS® as a BUYER's Agent, that is, the SELLER should not disclose confidential information to those REALTORS® that the SELLER would not disclose to a BUYER.

D. POSSIBILITY OF DUAL AGENCY: SELLER understands and agrees that as part of marketing the Property, Brokerage Firm and its agents may show potential BUYERS properties other than SELLER's Property and may provide such potential BUYERS with information on selling prices in the area. SELLER also understands and agrees that Brokerage Firm and its agents can show SELLER's Property to and obtain offers from all prospective buyers, including buyers with whom Brokerage Firm has an agency relationship. In the event a buyer with whom Brokerage Firm has an agency relationship becomes interested in the SELLER's Property, Brokerage Firm shall notify both SELLER and the potential buyer and Brokerage Firm shall act as consensual disclosed dual agent of both SELLER and the buyer.

E. BROKERAGE FIRM COMPENSATION: In all cases, Brokerage Firm shall be entitled to the total compensation provided in this Agreement.

F. OTHER CONFIDENTIAL INFORMATION: SELLER acknowledges that Brokerage Firm may have acquired confidential information belonging to another person during another agency relationship or in a prior or pending transaction or business relationship. SELLER acknowledges and agrees that Brokerage Firm will preserve in confidence any such confidential information belonging to another person. SELLER acknowledges and agrees that the preservation of this confidential information shall not constitute a breach of any fiduciary duty owed by Brokerage Firm to SELLER.

14. REFERRAL: SELLER agrees to refer to Brokerage Firm all inquiries received concerning the Property during the period of this Agreement.

15. INDEMNIFICATION: SELLER shall indemnify and hold harmless Brokerage Firm and Brokerage Firm's agents and cooperating brokers and agents from any and all liability for any reason as a result of injury to person(s) or damage or loss to Property arising out of showing of SELLER's home pursuant to this listing. If the Property becomes vacant during this Listing, SELLER should notify SELLER's casualty insurance company. Broker is not responsible for the security of the Property or for inspecting the Property on a periodic basis.

16. ADDITIONAL OFFERS: Once SELLER has an accepted offer; the Property will be placed in Active Back up or Pending Status. Broker _____ will or _____ will not (check one) be obligated to present subsequent offer(s) to SELLER. SELLER understands that SELLER should seek the advice of legal counsel prior to accepting any subsequent offers.

17. POSSESSION: Possession to be given to the BUYER _____ days after close of the sale, subject to per diem occupancy charge, based on the agreed upon amount between SELLER and the BUYER. Possession is also subject to rights of present Tenants, if any.

SELLER is responsible for removal of all rubbish, personal items, trash/debris, and Property is broom swept/cleaned.

18. LEASING: When the Listing Agreement is for leasing Property, or the transaction between the BUYER and the SELLER involves a lease or rental Agreement, then the terms used in this Agreement will be automatically changed, as appropriate, so that the terms "sale" and "purchase" will mean "rent" or "lease" and the term "SELLER" will mean "LANDLORD" and the term "BUYER" will mean "Tenant."

19. SELLER'S DISCLOSURE: SELLER agrees to provide the buyer a "SELLER's Disclosure Statement" prior to accepting a Purchase Agreement from the buyer, unless the transaction is exempt under Michigan law. SELLER agrees to release, hold harmless and indemnify Brokerage Firm and its agents and subagents, from any liability, including but not limited to attorney's fees and costs, arising as a result of SELLER's failure to comply with SELLER's disclosure obligations at law.

SELLER'S initials

[Handwritten initials]

Date

9/11/26



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20. AUTHORIZATION:

- A. SELLER authorizes the disclosure to BUYERS and their agents of the following reasons for selling:

Moving to Florida

- B. **Contact Information:** I understand that by providing my telephone number(s) and email address(s) below, I am consenting to receiving communications from any Member of the Greater Lansing Association of REALTORS® via telephone or email at the following number(s). Telephone Number(s): _____ E-mail address(s): _____

In file w/ Brokerage

C. **PROPERTY ADDRESS PUBLICATION**

Please choose one of the options.

- ☒ I have advised my Listing Broker or Sales Agent that I do wish to have the listed Property displayed on the Internet without restrictions.
☐ I have advised my Listing Broker or Sales Agent that I do not want the listed Property to be displayed on the Internet.
☐ I have advised my Listing Broker or Sales Agent that I do not want the address of the listed Property to be displayed on the Internet.

I understand and acknowledge that if I have checked option 2, consumers who conduct searches for listings on the Internet will not see information about the listed Property in response to their searches.

- D. **SHOWING/SIGNS:** Brokerage Firm may photograph the Property and publish pictures, advertise the availability for the Property through any medium, place a "for sale" sign on the Property and remove other "for sale" signs and show the Property at reasonable hours. SELLER acknowledges that the use of certain advertising will result in the contents of the Property being made known to third parties and consents to such advertising. Brokerage Firm is not responsible for the security of the Property. SELLER releases and agrees to indemnify and hold harmless Brokerage Firm and its agents and cooperating agents, from any liability for loss or damage to Property by third parties, such obligation to include, but not be limited to reasonable attorneys' fees and costs.

- E. **LOCKBOX/KEYBOX: (or LOCKBOX ACCESS) Broker** ☒ is ☐ is not (check one) authorized to use a Lockbox/Keybox on the Property ☒ electronic ☐ combination.

- F. **SERVICE PROVIDERS:** Owner agrees to provide Brokerage Firm and Cooperating Brokers reasonable access to the Property, including all improvements on the Property, for the purpose of exhibiting the Property to prospective Buyers and for Service Providers to perform services in conjunction with a proposed sale of the Property. SELLER shall indemnify and hold harmless Brokerage Firm, Broker's Agents, Cooperating Brokers, and their Agents and Service Providers from any and all liability for any reason as a result of injury to person(s) or damage or loss to Property arising out of the SELLER's grant of access pursuant to this paragraph.

SELLER _____ will _____ will not allow authorized service providers to enter the home and perform services.

- G. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the SELLER in care of the Listing REALTOR® and the BUYER in care of the Selling REALTOR® using electronic mail or facsimile using the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. SELLER represents and warrants that an electronic email address has been provided to Listing REALTOR® from which SELLER may receive electronic mail. The SELLER agrees that electronic signatures and initials shall be deemed to be valid and binding upon as if the original signatures or initials were present in the documents in the handwriting of each party.

Charles E. Levy
SELLER's Name

chuck.levy@hotmail.com
Authorized Email Address

Beverly D. Levy
SELLER's Name

bevlevy@hotmail.com
Authorized Email Address

21. **NONDISCRIMINATION:** IT IS AGREED BY THE BROKERAGE FIRM AND SELLER OR LESSOR, PARTIES TO THIS LISTING AGREEMENT, THAT AS REQUIRED BY LAW, DISCRIMINATION BECAUSE OF RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE, HEIGHT, WEIGHT, DISABILITY, SEXUAL ORIENTATION, OR FAMILIAL STATUS BY SAID PARTIES IN RESPECT TO THE SALE OR LEASE OF THE SUBJECT PROPERTY IS PROHIBITED.

SELLER'S initials

CE BL Date *9/11/26*



- 22. USE OF LISTING CONTENT; INTELLECTUAL PROPERTY LICENSE:** Unless SELLER delivers to Brokerage Firm a written certification, in a form acceptable to Brokerage Firm, that SELLER does not desire the Listing Content to be disseminated by a multiple listing service, SELLER acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by SELLER to Brokerage Firm or Brokerage Firm's agent (the "SELLER Listing Content"), or otherwise obtained or produced by Brokerage Firm or Brokerage Firm's agent in connection with this Agreement (the "Broker Listing Content"), and any changes to the SELLER Listing Content or the Brokerage Firm Listing Content, may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. SELLER hereby grants to Brokerage Firm a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the SELLER Listing Content, to prepare derivative works of the SELLER Listing Content, and to distribute the SELLER Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. SELLER represents and warrants to Brokerage Firm that the SELLER Listing Content, and the license granted to Brokerage Firm for the SELLER Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity. SELLER acknowledges and agrees that as between SELLER and Brokerage Firm, all Broker Listing Content, including but not limited to descriptions and photos procured by the Brokerage Firm, is owned exclusively by Brokerage Firm, and SELLER has no right, title or interest in or to any Broker Listing Content.
- 23. SELLER ACKNOWLEDGEMENTS:** SELLER acknowledges that SELLER has correctly represented the descriptive data about the Property and SELLER agrees that the members of the MLS may rely on the descriptive data as being accurate. To induce publication of the Property descriptive data, SELLER releases the GLAR and its MLS from any and all liability which may result from any errors of whatever nature occurring in the course of publishing the descriptive data in the MLS, on the Internet or elsewhere. SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.
- 24. JOINT and SEVERAL:** All SELLERs executing this Listing Agreement are jointly and severally liable for the performance of these terms.
- 25. TIME FOR CLAIMS:** SELLER agrees that any claim, action or suit against the Brokerage Firm or Broker's Agent arising out of this Agreement or any services rendered or not rendered by the Brokerage Firm or Broker's Agents, must be brought within the shorter of (a) the time provided by law or (b) six (6) months of the event giving rise to the claim, or be forever barred. SELLER waives any limitation period to the contrary.
- 26. MEDIATION:** Brokerage Firm and SELLER agree that any dispute related to this Agreement, the sale, or the Closing of the Property will be submitted to Mediation. The Mediation shall be according to the NATIONAL ASSOCIATION OF REALTORS® (NAR) Rules and Procedures of the Homeseller's/Homebuyer's Dispute Resolution System. If the parties cannot reach a binding Agreement in Mediation, they have the right to use other legal remedies.

SELLER acknowledges receipt of the DRS Mediation Brochure. _____

27. CANCELTATION: This Agreement can be TERMINATED or REVOKED only by mutual consent in writing.

28. CITIZENSHIP: SELLER is a United States citizen. ☒ Yes ☐ No

29. OTHER PROVISIONS:

Seller will negotiate Buyer's Broker Commission based on the merits of the offer.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS LISTING AGREEMENT.

Accepted by Sue Dickinson
REALTOR® Sue Dickinson

SELLER Charles E. Levy

By Cindy Beckwith
DESIGNATED REALTOR® 09/13/26

SELLER Beverly D. Levy

DISCLAIMER: This form is provided by the Greater Lansing Association of REALTORS® solely for the use by its Members. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each section of the form is appropriate for the transaction. The Greater Lansing Association of REALTORS® is not responsible for the use or misuse of the form, for misrepresentation, or warranties made in connection with the form.

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