REALTOR®

DUAL AGENCY POTENTIAL/CONSENT AGREEMENT

(For in-house showings/sales when both parties are, or potentially are, "clients")

EQUAL HOUSING OPPORTUNITY

This Agreement is to be signed and confirmed by Buyer before signing Offer For Real Estate and confirmed by Seller before reviewing Offer For Real Estate when both parties are treated as "clients." A "client" means a party to a transaction who has an agency agreement with a broker for brokerage services. A "customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts.

A. **AGREEMENT BETWEEN** (Brokerage/firm) Century 21 Trinity, hereinafter called "Broker," and Owner(s) (print name per title) Randal Peiffer and Carla Peiffer, and/or Buyer(s) _____

The terms "Owner" and/or "Seller" shall hereinafter refer to seller, landlord or optionor. The term "Buyer" shall hereinafter refer to buyer, tenant or optionee. The term "Broker" shall also refer to Broker's affiliated licensees (brokers and salespersons).

B. **RECITALS AND GENERAL CONDITIONS.**

1. **IF BROKER REPRESENTS OWNER.** When a broker enters into an agreement to represent an owner (client), the broker and all licensees associated with that broker represent the owner, except when "Appointed Agency" is broker policy. An agent for an owner owes the owner the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting.

2. **IF BROKER REPRESENTS BUYER.** When a broker enters into an agreement to represent a buyer (client), the broker and all licensees associated with that broker represent the buyer, except when "Appointed Agency" is broker policy. An agent for a buyer owes the buyer the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting.

3. **IF BROKER REPRESENTS BOTH OWNER AND BUYER DUAL AGENCY EXISTS.** A real estate broker acting directly or through a salesperson can legally be the agent of both the owner and the buyer, but only with the knowledge and written consent of both parties. If a buyer represented by a broker wants detailed information about, or to see, a property of an owner who is also being represented by the same broker, the broker shall make every reasonable effort to remain impartial to both parties. In these circumstances, Broker immediately becomes a dual agent. Owner and Buyer acknowledge that, prior to such circumstances, Broker either acted as representative of the Owner or of the Buyer. In those separate roles, Broker may have obtained information, which, if disclosed, could harm the bargaining position of the party providing such information to Broker. **Provisions that govern the actions of Broker acting as a dual agent:**

   a. Broker shall not knowingly say or do anything which might place one party at a disadvantage, disclose confidential information or personal confidences of one party to the other party, including motivation to sell/buy, negotiating strategy, or any other information a party specifically instructs Broker in writing not to disclose, unless such disclosure is required by law.

   b. Broker shall not, without prior express written consent of Owner, disclose to Buyer that Owner might accept a price less than the listing price, or accept terms less favorable to Owner than is indicated in the listing agreement nor shall Broker, without the prior express written consent of Buyer disclose to Owner that Buyer may be willing to pay a higher price, or accept terms less favorable to Buyer than those indicated in Buyers last written offer.

   c. Broker will endeavor to be impartial between the parties and shall not represent the interests of either Owner or Buyer to the detriment of the other party. Broker is obligated to inform each party of facts Broker knows which likely could affect the party's decision to permit Broker to represent both Owner and Buyer.
   Owner/Seller and Buyer are not required to consent to dual agency.

4. **DESCRIPTION OF BROKER'S SERVICES.** Broker may do the following for Owners and Buyers when acting as a Dual Agent: (1)Treat the Owner and Buyer fairly and honestly; (2)Provide helpful information about the property and area; (3)Respond accurately to questions about the property; (4)Disclose all material facts about the property known to Broker; (5)Explain real estate terms and procedures; (6)Explain to the Owner and Buyer the benefits of having the property inspected; (7)Explain closing costs and procedures; (8)Help Owner and Buyer compare financing alternatives; (9)Provide information about comparable properties so Owner and Buyer may make an informed decision on what price to accept and/or offer; (10)Assist with the standard forms that include the necessary protection and disclosures for the Owner and Buyer; (11)Work diligently to facilitate the sale; and, (12)Receive notices for Owners and Buyers. (13)Keep their client(s) confidential information confidential unless they have written permission to reveal. The proceeding list of services is not intended to be all-inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside the scope of their real estate license. **In providing said services, Broker shall do all of the following:**

a. Provide brokerage services to all parties to the transaction honestly and in good faith.
b. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
c. Disclose to each party all **material adverse facts** (i.e., significant defects or negative circumstances) that the licensee knows except for the following:
   1) Material adverse facts known by the party.
   2) Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
   3) Material adverse facts the disclosure of which is prohibited by law.
   4) Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
d. Account for all property coming into the possession of the licensee that belongs to any party within reasonable time of receiving the property.
e. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
f. Fulfill any obligation that is within the scope of the agency agreement except those obligations that are inconsistent with other duties that the licensee has under law.
g. Place both clients' interests ahead of Brokers.
h. Disclose to client any financial interests the licensee or brokerage has in any business entity which is referred for any service or product related to the transaction.

DUAL AGENCY POTENTIAL/CONSENT AGREEMENT

5. **DESCRIPTION OF THE RESPONSIBILITIES AND RIGHTS OF OWNER AND BUYER.** In a dual agency situation, Owner and Buyer acknowledge and agree they have the responsibility to negotiate and make their own decisions as to what terms are to be included in any agreement for the purchase and sale of Owner's property. **Owner and Buyer also acknowledge they understand that Broker's representing more than one party in a transaction can create a conflict of interest since both clients may rely upon Broker's advice, and the client's respective interests may be adverse to each other. Owner and Buyer understand they may seek independent legal counsel in order to assist them with any matter relating to a purchase agreement or any other aspect of this transaction. Owner and Buyer have the duty to protect their own interests and are advised by Broker to carefully read all documents to assure that they adequately express the parties understanding of the transaction. If Owner or Buyer have questions regarding the duties and responsibilities of Broker, those questions should be resolved before signing this document.**

6. **BINDING DOCUMENTS.** Owner and Buyer agree that whenever terms of this "Dual Agency Potential/Consent Agreement" contradict or conflict with their individual agency agreement with Broker, this Agreement shall supersede and prevail. When this Agreement is attached to an executed agency agreement or purchase agreement, it shall become a part thereof. Further, this Agreement shall be binding on heirs, assigns, executors and administrators of the parties hereto.

7. **REQUEST TO COMPLETE FORM DOCUMENTS.** Owner and/or buyer request that Broker select, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard, and declaration of value.

8. **FAX TRANSMISSION.** The facsimile transmission of a signed copy hereof shall constitute a binding agreement. The parties agree to confirm this Agreement by mail or personal delivery of the original signed Agreement between the parties. Owner/Buyer agrees to receive phone calls at Residence.

PART C should be completed by either (or both) Seller or Buyer to acknowledge the Potential for Dual Agency. This consent should be done before engaging in any activities of a dual agent. (i.e. Before showing any client's property or acquiring confidential information.)

C. DUAL AGENCY POTENTIAL

a. ☑ **SELLER / OWNER**

DUAL AGENCY POTENTIAL. Owner acknowledges that in order for Owners property to be exposed to all Buyer clients of Broker, the potential for dual agency exists. Owner understands that, in the process of searching for all property meeting the needs of Buyer, Buyer may want detailed information about, and to possibly see, property of Owner clients of Broker, and therefore a potential for dual agency exists. Owner acknowledges that when Broker presents detailed information or shows an Owner client's property to a Buyer client, that Broker is immediately a dual agent, undertaking a Consensual Dual Agency representation.

Owner/Seller (agrees ☑) (does not agree ☐) to the Potential for Dual Agency representation.

Signature of Owner Ronald Peiffer **Date:** 11/11/16

Signature of Owner Carla D. Peiffer **Date:** 11-11-16

If Brokerage becomes a Dual Agent for Property, Owner shall need to read, confirm and agree to Dual Agency Consent for the Representation by completing PART D prior to any Offer for Real Estate.

b. ☐ **BUYER**

DUAL AGENCY POTENTIAL. Buyer acknowledges that, in the process of searching for all property meeting the needs of Buyer, Buyer may want detailed information about, and to possibly see, property of Owner clients of Broker, and therefore a potential for dual agency exists. Buyer understands that in order for Owners property to be exposed to all Buyer clients of Broker, the potential for dual agency exists. Buyer acknowledges that when Broker presents detailed information or shows an Owner Client's property to a Buyer client, that Broker is immediately a dual agent, undertaking a Consensual Dual Agency representation.

Buyer (agrees ☐) (does not agree ☐) to the Potential for Dual Agency representation.

Signature of Buyer _____ **Date:** _____

Signature of Buyer _____ **Date:** _____

If Brokerage becomes Dual Agent for Property, Buyer shall need to read, confirm and agree to Dual Agency Consent for the Representation by completing PART D prior to any Offer for Real Estate.

PART D shall be completed when Brokerage represents both Seller/Owner AND Buyer for a specific property and both the Buyer AND Seller/Owner acknowledge and Consent to Dual Agency prior to offer.

D. DUAL AGENCY CONSENT

For the Offer For Real Estate dated _____

Specific Property Address: 702 East 2nd Street, Washington, IA 52353 Listing Agent: Gabby Rickey

Owner(s) (per title): Randal Peiffer and Carla Peiffer hereinafter called "Seller."

Buyer(s): _____ Selling Agent: _____

a. **The Seller and Buyer acknowledge** that Broker is undertaking a Consensual Dual Agency representation in the sale of the above specific property.

Buyer agrees _____ **(initials)** to dual agency representation in this transaction. _____

Seller agrees _____ **(initials)** to dual agency representation in this transaction. _____

b. **Broker Compensation.** If the Buyer is paying Broker a fee or commission for this transaction, they will agree by separate document.

c. **Termination of Negotiations or sale.** In the event Seller and Buyer do not enter into an agreement for the purchase and sale of Seller's property to Buyer, or they do enter into an agreement and the sale does not close, the dual agency role of Broker under this Agreement shall be deemed by all parties to have been terminated. Broker will then become the agent of each, Seller and Buyer, on the terms and conditions previously agreed upon.

By signing below, Owner/Seller and/or Buyer acknowledge and agree that Broker shall act as a Dual Agent as described above.

I (we) have read and understand this agreement and acknowledge receipt of a copy. **This is a legally binding contract. If not understood, consult with the lawyer of your choice.**

Seller **Time & Date**	**Buyer** **Time & Date**
Seller **Time & Date**	**Buyer** **Time & Date**
Listing licensee (for Broker) **Time & Date**	**Selling licensee (for Broker)** **Time & Date**

Copyright © 2010, Iowa Association of REALTORS®

REALTOR®

SELLER AGENCY AGREEMENT (BASIC)
(Broker Representation of Seller)

EQUAL HOUSING OPPORTUNITY

Check all boxes that apply.

THIS AGREEMENT is entered into by OWNER(S)/SELLER(S) Randal Peiffer and Carla Peiffer

Hereinafter called "Seller" and (Brokerage/Firm) Century 21 Trinity
SELLER'S BROKER, hereinafter called "Broker" or "Agent". The term "Broker" shall include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and or "Seller" shall include seller, landlord or optionor. The term "Buyer" shall include Buyer, tenant or optionee. The term "purchase" shall refer to purchase, lease, rent, exchange or option.

1. **REPRESENTATION AGREEMENT.** Seller retains and authorizes Broker on an exclusive basis to sell, lease, rent, exchange or option and/or negotiate for the sale of real property as may be acceptable to Seller. An Exclusive Agency agreement means that Seller/Client contracts with Brokerage to be the sole Brokerage they will contract with during the period of the Agency Agreement for the transaction. Seller understands Broker may, in the conduct of Broker's business, represent other prospective Sellers. These other Sellers may market, make offers or purchase through Broker, similar properties as Seller is seeking to sell. Seller consents to Broker's representation of other potential Sellers.

2. **COOPERATIVE BROKERAGE ARRANGEMENTS.** Owner agrees that Brokerage may cooperate with and compensate other Brokerages, that Brokerage may utilize its own independent business judgment to determine which brokerages it will cooperate with and the amount of compensation (if any or differing amounts) it will offer differing Brokerages. Broker will disclose to Owner any policy which would limit participation of any other brokerage. On this transaction Brokerage may offer compensation to other Brokerages of up to ($ XXX) or (XXX % percent of gross sale price) or (0 % percent of gross commission received). If a referral fee is to be paid, a Referral Disclosure will be provided.

3. **BROKER'S (AGENT) OBLIGATIONS.** As the Seller's Agent, Broker will use Broker's best efforts on behalf of Seller to:
   a. Offer counseling which benefits Seller.
   b. May determine market value of property beyond Multiple Listing Service properties, to include, but not limited to: for-sale-by-owner properties, foreclosed properties, bank trust departments, and new construction.
   c. Negotiate on Seller's behalf and attempt to sell the property at a favorable price and terms.
   d. Represent Seller on a confidential basis and not reveal personal and/or financial information to anyone, except the information which shows a Buyer that the Owner is authorized to sell the property.
   e. Disclose matters required by law, which are known, such as property condition, defects, material adverse facts, or other related matters affecting property value or desirability.

4. **SELLER'S (CLIENT) OBLIGATIONS.** Seller agrees to:
   a. Work with Broker for the sale, lease, rental, exchange or option of real property.
   b. Furnish Broker with relevant personal and financial information in order to establish Seller's ability to sell real property.
   c. Complete independent property condition disclosures (when required) and assist in hazardous materials inspections relevant to Potential Buyers.
   d. Pay for when due, all inspection services ordered by Broker at Seller's request from outside sources, such as: surveys, soil tests, title reports, updated abstracts, pest inspections, engineering studies, property condition and hazardous materials inspections.

5. **BROKERAGE SERVICES ONLY.** Seller acknowledges that Broker is acting as a Real Estate Broker only and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, consultant or other professional service advisor. **Seller is hereby advised to seek such other professional advice if desired.** Seller shall verify any information that Seller represents to Buyer and Agent. **The following minimum service shall be provided to the client.**

   1. Accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease.
   2. Assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is completed.
   3. Answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies.
   4. Provide prospective Buyers access to listed properties.

6. **MODIFICATION.** No modification of any of the terms of this Seller Agency Agreement shall be valid or binding upon the parties, unless such modifications have first been put in writing and signed by the parties. This Seller Agency Agreement constitutes the entire agreement between the parties, and supersedes any prior Seller Agency Agreement, whether oral or written. Parties may enter separate Agency Agreement such as Dual Agency; whichever agreement was entered into last shall govern.

7. **REQUEST TO COMPLETE FORM DOCUMENTS AND PERMISSION TO CALL.** Seller requests that Broker select, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard, and declaration of value forms and authorize REALTOR®/Broker to call, fax, and email residence.

8. **DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO THE TRANSACTION.** In providing brokerage services to all parties to a transaction, "Client" and "Customer" alike, a licensee (the Broker and its broker associates and salespersons), regardless of the type of agency representation agreed to, shall do all of the following:
   1. Provide brokerage services to all parties to the transaction honestly and in good faith.
   2. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
   3. Disclose to each party all **material adverse facts** (i.e. significant defects or negative circumstances) that the licensee knows except:
      a. Material adverse facts known by the party.
      b. Material adverse facts the party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
      c. Material adverse facts the disclosure of which is prohibited by law.
      d. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
   4. Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

9. **DUTIES TO THE CLIENT.**
   1. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection
   2. Fulfill any obligation that is within the scope of the agency agreement except those obligations that are inconsistent with other duties that the licensee has under law.
   3. Place clients' interests ahead of Brokers.
   4. Disclose to client any financial interests the licensee or brokerage has in any business entity which is referred for any service or product related to the transaction.

Seller acknowledges and agrees that Broker and the Affiliated Licensee, whose signature appears below, represent only Seller as Seller's Agent when that licensee is the selling licensee.

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT WITH THE LAWYER OF YOUR CHOICE. RECEIPT OF A COPY OF THIS AGREEMENT IS ACKNOWLEDGED BY SELLER.

Executed this 11th day of November, 2026 at 4:23 ☐ a.m. ☑ p.m.

BROKER: I agree to render services to Seller on the terms and conditions stated above.

BROKER

By: Gabrielle Kirby 11/11/26
AFFILIATED LICENSEE

107 S Marion Ave., Washington, IA 52353
ADDRESS

319-461-7323
TELEPHONE

gabby@c21trinity.com
EMAIL

SELLER(S): I (We) have read and understand this agreement and agree to the terms and conditions stated above.

Randal Piffer
SELLER

Carla D. Piffer
SELLER

702 E. 2nd St. Washington, IA.
ADDRESS

319-461-0857
TELEPHONE

rpiffer57@gmail.com
EMAIL

Optional

Selling Licensee (Buyer's Agent) if known _____

Buyer _____

© Copyright 08/2012 Iowa Association of REALTORS®

EPA United States Environmental Protection Agency

AMERICAN LUNG ASSOCIATION®

IDPH Iowa Department of Public Health
Promoting and Protecting the Health of Iowans

IOWA RADON HOME-BUYERS AND SELLERS FACT SHEET





Licensed radon measurement specialists in Iowa can be found by going online to **www.idph.state.ia.us/eh/radon.asp** and searching the lists of certified radon measurement specialists by county or by license number. Additional radon information is available from the state radon program at 800-383-5992. EPA's Web site www.epa.gov/radon and the American Lung Association Web site at www.lungusa.org.

6/2009

Form Simplicity

Randall Peiffer 11/11/26

Carla D. Peiffer 11/11/26

What is Radon?

Radon gas occurs naturally in the soil, and is produced by the radioactive breakdown or decay of uranium and radium. Long ago, glacial activity left behind ground-up deposits of many minerals such as uranium in the soil or upper crust in Iowa. Because radon is a gas it can seep into buildings, including homes. It is an odorless and invisible gas that is also radioactive and harmful to humans when inhaled.

Where is Radon found in Iowa?

EPA has identified all counties in Iowa as Zone 1. Zone 1 counties have a predicted average indoor radon screening level of more than 4 pCi/L (picocuries per liter). The total average indoor radon level in Iowa is 8.5 picocuries per liter (pCi/L) of air, and in the United States it is 1.3 pCi/L of air. Average radon levels of 4 pCi/L are considered elevated, and remediation is recommended.

The primary source of high levels of radon in homes is in the soil below and soil surrounding the home. It is found in new and old homes, and in homes with and without basements. **Based on data collected from radon home tests, the Iowa Department of Public Health (IDPH) estimates that as many as 5 in 7 homes (or greater than 50-70%) across Iowa have elevated radon levels.** Radon levels can vary from area to area and can vary considerably from house to house, even on the same street and neighborhood. A high and low level of radon can be found in homes directly next to each other.

How does Radon get into a home?

Warm air rises, creating a small vacuum in the lower areas of a house. Radon moves through and into the home as air moves from a higher pressure in the soil to a lower pressure in the home. Radon gas seeps into a house the same way air and other soil gases enter: from the soil around and under the home and through cracks in the foundation, floor or walls; hollow-block walls; and openings around floor drains, pipes and sump pumps; and through crawl spaces.

What are the Health Effects of Radon?

There is overwhelming scientific evidence that exposure to elevated levels of radon causes lung cancer in humans. Radiation emitted from radon can cause cellular damage that can lead to cancer when it strikes living tissue in the lungs. Radon is the first leading cause of lung cancer in nonsmokers, and the second leading cause of lung cancer overall. It is responsible for about 21,000 deaths every year in the US. EPA also estimates that long-term exposure to radon potentially causes approximately 400 deaths each year in Iowa.

How do Home Buyers in Iowa find out if a home they are purchasing has elevated levels of Radon?

Home buyers interested in purchasing a home can test the homes for radon by contacting a licensed or certified radon measurement specialist. They can find a list of licensed radon measurement specialists by going online to **www.idph.state.ia.us/eh/radon.asp** and searching the list of Iowa radon measurement specialists by county, or by contacting a real-estate professional for help on finding a radon testing professional. **Remember, the IDPH, the Environmental Protection Agency, the American Lung Association, and the Surgeon General recommend radon testing all new and existing homes for radon in Iowa before they are sold or before they are transferred to a different owner.**

How can elevated levels of Radon be fixed?

Licensed or credentialed radon mitigation contractors can install a radon mitigation system that provides a permanent solution. A typical radon mitigation system includes a suction point that addresses the soil underneath the structure. A home that has been mitigated will usually have a much lower radon level than the EPA's action level of 4 picocuries per liter. Addressing residential radon issues is an excellent step toward assuring good indoor air quality. A list of licensed radon mitigation contractors can be obtained from the state radon program by going online to **www.idph.state.ia.us/eh/radon.asp** and then clicking on the list of Iowa credentialed radon mitigation specialists by county. A radon information packet can also be obtained by calling 1-800-383-5992.

Additional Information:

Additional information about radon is available from the state radon program at 800-383-5992, and EPA's Web site, www.epa.gov/radon or the American Lung Association Web site at www.lungusa.org.

"As Is" Addendum

Once accepted and agreed to, a Purchase Contract on a property sold "As-Is" is a binding contract to all parties.

Seller: Randal Peiffer and Carla Peiffer

Buyer: _____

Property Address: 702 East 2nd Street, Washington, IA 52353

_____

If Buyer wants to inspect for property condition information, they should inspect the property **prior** to making an offer. Part (1) of this document conforms to this understanding.

☐ (1) The property is sold in the condition presented. Any inspections, including but not limited to termite, building, mechanical, plumbing, environmental, cosmetic, or structural inspection is waived by the Buyer. No repairs or corrections will be made by the Seller.

If Seller would agree to allow a Buyer the right to cancel the Purchase Agreement after inspections, complete Part (2).

☒ (2) While the property is being sold "As-Is", the Buyer requests a building, mechanical, termite, structural or environmental inspection to determine the status of the property. This option includes the right of the Buyer to cancel this contract within 14 calendar days of the acceptance date if the results of the inspections are unsatisfactory. Seller will make no repairs.

☐ (3) While the property is being sold "As-Is, the Buyer is entitled to all rights allowed in the termite, building, mechanical, structural and environmental inspection clauses of the contract, including the right to ask for repairs. It is understood that the Seller's position may be to deny any requests for repairs. If parties cannot agree in writing to repairs, the Offer for Real Estate shall be void and Earnest Money returned to Buyer.

☐ (4) Other: _____

_____

It is further understood by all parties that an "As-Is" sale does not relieve the Seller of the obligation to properly fill out a Seller's Property Condition form (when required), and that all real estate licensees must disclose all Material Adverse Facts of which he/she has knowledge or which are readily available or observable relating the condition of the property.

No repairs or corrections will be made by the Seller unless needed to maintain the property in its current condition.

This is a legally binding agreement. If not understood, seek legal advice.

Buyer	Date	Buyer	Date
Seller	Date	Seller	Date
Randal Peiffer	11/11/26	Carla D. Peiffer	11-11-26

© Copyright 2/2026 Iowa Association of REALTORS®

AGENCY/POLICY DISCLOSURE AND ACKNOWLEDGEMENT

REQUIRED TO BE PROVIDED TO EACH PARTY IN A TRANSACTION

(Should be presented at earliest possible convenience - must be signed by Seller or Buyer prior to making or reviewing an offer)

When you enter into a discussion with a Brokerage (and their affiliated real estate licensees) regarding a real estate transaction, you should understand how the Brokerage is representing each party in the transaction. More importantly, you should understand how that agency relationship impacts on your relationship with the licensee. **The term "Broker" or "Brokerage" shall hereinafter refer to: (Brokerage/firm)** Century 21 Trinity **, and Brokerage's affiliated licensees (brokers and salespersons). The term "Seller" shall hereinafter refer to seller, landlord or optionor. The term "Buyer" shall hereinafter refer to buyer, tenant or optionee. A "Client" is a party to a transaction who has a brokerage agreement with a broker for brokerage services. A "Customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts.**

A. TYPES OF AGENCY REPRESENTATION AND THE POLICY BROKERAGE MAY ELECT UNDER EACH.

Prior to Buyer or Seller giving confidential information they should understand a variety of representation options exist in real estate transactions. Below is a list of representation options available and the policy Brokerage may elect in regard to each. Brokerage will provide a separate Agreement establishing which agency relationship is offered to Buyer or Seller.

Brokerage has "checked" the appropriate box(es) for the policy that applies to Brokerage:

☑ **1. SINGLE SELLER AGENCY. Single Seller Agency** exists when Brokerage and Seller enter into a real estate Listing Agreement and the property is sold to a "Customer" or by a different real estate company. Brokerage and Broker's affiliated licensees' policy is to represent the Seller as a "Client" in this case. **In Single Seller Agency, Broker does not also represent the Buyer in the transaction.**

☑ **2. SINGLE BUYER AGENCY. Single Buyer Agency** exists when Brokerage and Buyer enter into a Buyer Agreement and Brokerage or an affiliated licensee assist Buyer in writing an offer to purchase property and the property is listed with a different real estate company or offered by seller. Brokerage and Broker's affiliated licensees' policy is to represent Buyer as a "Client" in this case. In this type of agency representation Broker may receive compensation for the transaction from the listing real estate company pursuant to a cooperation agreement between the two companies or through agreement between Seller and Buyer. **In Single Buyer Agency, Broker does not also represent the Seller in the transaction.**

☐ **3. APPOINTED AGENCY.**

- **a. Appointed Seller Agency** exists when Brokerage appoints an affiliated licensee, the listing agent, to act on Seller's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
- **b. Appointed Buyer Agency** exists when Brokerage appoints an affiliated licensee, the selling agent, to act on Buyer's (Client's) behalf to the exclusion of all other affiliated licensees of Brokerage.
- **c. In the event an Appointed Licensee personally represents both Seller and Buyer in the same transaction, that Appointed Agency is considered to be a Consensual Dual Agent (see 4. below).**

☑ **4. CONSENSUAL DUAL AGENCY.**

- **a.** When Brokerage (or an Appointed Seller or Buyer Agent, as defined in 3a. and 3b. above) both lists and sells the property, it is the policy of Brokerage and Brokerage's affiliated salespersons to represent both Seller and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to both Seller and Buyer, as well as procedures to be followed.
- **b.** When Brokerage and Buyer enter into a "Buyer Agreement", whether exclusive or non-exclusive, and Brokerage or an affiliated salesperson assist Buyer in writing an offer to purchase property and the property is also listed with Brokerage, it is the policy of Brokerage to represent both the Seller and Buyer as a Consensual Dual Agency. Under this circumstance, before signing an offer to buy or accepting an offer to buy, please see the "Dual Agency Consent Agreement" for detailed information as to the duties of Brokerage to both Seller and Buyer, as well as procedures to be followed.
- **c.** Representing more than one party to a transaction can create a conflict of interest since both "Clients" may rely on the Licensee's advice. **Buyer and Seller are not required to consent to dual agency.**

☐ **5. SELF REPRESENTATION.** If not already in a written Brokerage Agreement with a brokerage, a person(s), partnership, or company (buying or selling) may represent themselves in a transaction. If a Buyer or Seller elect to represent themselves in a transaction, it is the policy of Brokerage to treat that Buyer or Seller as a "Customer" and not as a "Client".

B. DUTIES OF A REAL ESTATE LICENSEE TO ALL PARTIES TO A TRANSACTION.

In providing brokerage services to a client to a transaction, "Client" and "Customer" alike, a licensee (the Brokerage and its broker associates and salespersons), regardless of the type of agency representation agreed to, shall do all of the following:

1. Treat all parties to the transaction honestly and in good faith.
2. Disclose to each party all **material adverse facts** (i.e. significant defects or negative circumstances) that the licensee knows except:
   a. Material adverse facts known by the party.
   b. Material adverse facts the party could discover through a reasonably diligent inspection and which would be discovered by a reasonably prudent person under like or similar circumstances.
   c. Material adverse facts the disclosure of which is prohibited by law.
   d. Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
3. Account for all property coming into the possession of a licensee that belongs to any party within a reasonable time of receiving the property.

C. DUTIES OF A REAL ESTATE LICENSEE TO A CLIENT.

A licensee providing brokerage services to a client, regardless of the type of agency representation agreed to, shall do all of the following:

1. Place the client's interests ahead of the interests of any other party, unless loyalty to a client violates the licensee's duties under provisions of the Iowa Code (such as with Appointed Agency or Consensual Dual Agency) or any other applicable law.
2. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
3. Fulfill any obligation that is within the scope of this Agency Disclosure, except those obligations that are inconsistent with other duties that the licensee has under the Real Estate Brokers and Salespersons provisions of the Iowa Code or any other law.
4. Keep their client's confidential information confidential unless they have written permission to reveal.
5. Diligently exercise reasonable skill and care in providing brokerage services.
6. Disclose to a client any financial interests the licensee or the brokerage has in any company or business entity to which the licensee or brokerage refers a client for any service or product related to the transaction. The client is not obligated to use any such recommended company, and may select a different company. **NOTE: Broker or Licensee has a financial interest in or an affiliate relationship with the following companies or business entities:**

None

D. DESCRIPTION OF BROKER'S SERVICES.

Broker may do the following for Sellers and Buyers:

1. Assist Buyer with financing qualification guidelines;
2. Provide helpful information about the property and area;
3. Respond accurately to questions about the property;
4. Disclose all material facts about the property that are known to Broker;
5. Disclose financial qualifications of the Buyer to the Seller;
6. Explain real estate terms and procedures;
7. Explain to Seller and Buyer the benefits of having the property inspected;
8. Explain closing costs and procedures;
9. Help the Seller and Buyer compare financing alternatives;
10. Provide information about comparable properties so Seller and Buyer may make an informed decision on what price to accept and/or offer;

11. Assist with all standard forms, including those that include the necessary protection and disclosures for the Seller and Buyer;
12. Work diligently to facilitate the sale and closing; and
13. Keep their client's confidential information confidential unless they have written permission to reveal. The preceding list of services is not intended to be all inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside of the scope of their real estate license.

E. GUIDELINES FOR SELLER AND BUYER.

If you are the "Customer" in the transaction, you are advised not to disclose your negotiating position about such things as whether you as Seller would take less than the asking price, or you as Buyer are willing to pay more than the price you offer. Except for information required to be disclosed, if you as either a "Client" or a "Customer", have reason to believe any confidential information, such as your financial status, motivation to sell or buy, as well as other personal information will adversely affect your negotiating position, this should not be disclosed to anyone. **Each party to the transaction has the responsibility to protect their own interests.**

ACKNOWLEDGEMENT

The undersigned have read this disclosure and understand the type of representation which may be provided by Broker. The undersigned acknowledge receipt of a copy of this agency disclosure. **This is not a contract; rather it is intended to be only a disclosure notice.**

If you do not understand this document, please seek the advice of an attorney of your choice before signing.

Randal Peiffer
Print name of Seller

Randal Peiffer 11/11/26
Signature of Seller **Date**

Print name of Prospective Buyer

Signature of Prospective Buyer **Date**

Carla Peiffer
Print name of Seller

Carla D. Peiffer 11/11/26
Signature of Seller **Date**

11/11/26
For Sellers Brokerage

Print name of Prospective Buyer

Signature of Prospective Buyer **Date**

For Buyers Brokerage

Copyright © 09/2024 Iowa Association of REALTORS®

Seller Disclosure Tip Sheet

(Requirements under Iowa Code 558A, and Chapter 14 of Iowa Administrative Code 193E)

When is the requirement triggered? The requirement applies to "transfers" of real estate if the property contains ONE THROUGH FOUR dwelling units.

Under what circumstances are the requirements waived? Exemptions form the requirements are provided for various type of court ordered transfers; foreclosures; mortgage company reacquiring property; ESTATE proceeding; guardianships; conservatorships or trusts; between joint tenants in common and spouses; separation of property in a divorce; to or from the State, a Political Subdivision of the State, another state, the United States, or Power of Attorney.

Who must fill out the form? The seller, or their expressly authorized agent, must complete the form and the licensee must obtain a completed form signed and dated. It should be delivered to the buyer prior to an offer, and an attempt should be made to obtain the buyers signature. An agent representing a buyer must inform the buyer of the seller's obligation to provide the disclosure, and if it is not delivered, must notify the buyer of their right to revoke or withdraw their offer.

Under what standard is the form required to be filled out? The forms shall be filled out by the seller in good faith. Good faith has been defined as the "total absence of any intention to seek an unfair advantage or to defraud another party… an honest sincere intention to fulfill one's obligations." Also all parties to a transaction are entitled to honesty and reasonable skill in all contacts with a real estate licensee. The seller shall utilize ordinary care in ascertaining this information and filling out the form. The Iowa Real Estate Commission believes the seller disclosure form should be able to "speak for itself" with no interpretations or embellishments provided from a real estate licensee.

What information is required to be disclosed? All the mandatory and suggested information required by the regulations are included in the standard forms provided by the Iowa Association of REALTORS®. In addition, buyers are entitled to information that may be deemed a "material adverse fact" or effect the structural integrity of the property. The form must be updated if any change occurs which make the current form inaccurate, and any report by a qualified inspector may also be attached to the disclosure.

Is there any protection from liability for the real estate salesperson or broker? There have been no reported cases, as yet, of trials involving Chapter 558A against a listing or selling agent. Code Section 558A.6 protects salesperson or brokers form liability from an error in the disclosure form unless they have "knowledge" of the inaccuracy, or fail to exercise ordinary care in obtaining the information. Their have been, however, several cases of misrepresentation and fraud against real estate agents, and sellers who have not acted properly.

Will a transaction be void solely due to the failure to provide a seller disclosure statement? Section 558A.8 states a transaction shall not be invalid solely because of a failure to comply with the disclosure chapter. A person attempting to back out of a transaction would have to claim the disclosure was material to the transaction, and they were going to solely rely upon the representations made.

Once I have completed the seller disclosure form am I through with required disclosures? The real estate disclosure does not relieve other disclosure requirements, such as agency.

© Copyright 05/2006 Iowa Association of REALTORS®

LISTING AGREEMENT

Exclusive Right to Sell Real Property

This form has been approved by the Iowa City Area Association of REALTORS®

This agreement is entered into this 11th day of November, 2026, by and between the undersigned seller (hereinafter "SELLER") and Century 21 Trinity, the undersigned real estate broker (hereinafter "LISTING BROKER"). SELLER hereby grants to the LISTING BROKER the exclusive right to sell the following described real property located in Washington County County, Iowa and locally known as: 702 East 2nd Street, Washington, IA 52353 ("Property").

1. **TERMS OF SALE:** The period for this exclusive right to sell by LISTING BROKER shall commence on the 13th day of November 2026 and end on the 11th day of May, 2026. The terms of the sale of said property shall include possession thereof to be given at closing, or upon the terms of an executed purchase agreement to buy said Property ("Purchase Agreement"). The listing price shall be $ $114,500 payable in cash, ("Listing Price") or the following terms:
   Cash, Coventional and any other type of financing may be considered
2. **COMPENSATION OF LISTING BROKER: Broker compensation and the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, suggested, or maintained by any Association of REALTORS®, any listing service, or any governmental entity. Broker compensation is fully negotiable. Brokers independently determine their compensation.**
   RP **(SELLER initials)**
   a. SELLER agrees to pay LISTING BROKER in Iowa, compensation of 3% of the gross sales price if:
      i. LISTING BROKER procures a buyer during the terms of this agreement ready, willing and able to purchase at the above price and terms, or any other price and terms agreeable to SELLER; or
      ii. SELLER or anyone else sells, exchanges, or otherwise transfers the Property during the period of this listing agreement at any price or upon any terms; or
      iii. The Property is sold, exchanged, or otherwise transferred within 180 days after the expiration of this agreement, to any person, firm or corporation to whom LISTING BROKER, or any other person, firm or corporation with whom LISTING BROKER, or any other person representing LISTING BROKER has negotiated for the purchase of this Property during the term of this agreement; and if the LISTING BROKER supplies SELLER with a written list of such parties on or before the expiration of this agreement or any extensions thereof. The notice shall contain the name of prospective purchasers, dates of negotiation, and a brief summary of said negotiations. However, SELLER shall not be obligated to pay such compensation if a valid listing agreement is entered into during the term of said protection period with another licensed real estate broker and the sale, lease or exchange of the Property is made during the term of said protection period; or
      iv. SELLER prevents the sale of the Property by any adverse action, including, but not limited to, attempting to cancel this agreement without cause.
   b. Said compensation shall be payable in cash upon the happening of any of the above events, or at the real estate closing conference. SELLER authorizes any escrow agent or broker to pay the LISTING BROKER all sums due from SELLER'S proceeds from the sale. If deposited escrow funds are defaulted or forfeited by a prospective buyer, one-half of the same, but not exceeding the amount of the LISTING BROKER'S fees recited herein, shall be paid to the LISTING BROKER in full satisfaction of SELLER'S obligation for payment of said fee. It is agreed that all monies due to LISTING BROKER under this contract are payable from said monies. In the event the SELLER'S proceeds are insufficient to fully compensate the LISTING BROKER for the compensation, the balance shall be immediately due and payable by SELLER to the LISTING BROKER.
   c. In the event said Property is subject to an exchange of property, said exchange shall be treated as a sale and the compensation set forth herein shall be due thereon based upon the value established for said property and the terms of exchange agreement. SELLER understands LISTING BROKER may in the process of said exchange, earn compensation from the seller of property exchanged for the Property described above.
   d. If a listing referral fee is to be paid, a referral disclosure will be provided.
   e. If Buyer is not represented by another real estate licensee or is receiving other legal representation, Broker shall receive an UNREPRESENTED BUYER FEE of $XXX or 0% percent of gross sale price.
3. **COMPENSATION OF BUYER BROKERAGE: (Select A or B)**
   ☐ a. SELLER agrees to offer compensation to other brokerages ("Buyer Brokerage") XXX of the gross sales price. SELLER authorizes LISTING BROKER to disclose compensation for the Buyer Brokerage as specified in this paragraph 3(a), except that LISTING BROKER shall not make an offer of compensation for a Buyer's Brokerage on any multiple listing service ("MLS") or other public listing service. If the Buyer Brokerage compensation established in the Purchase Agreement is less than the amount SELLER offered in this section, the SELLER shall retain the difference.

   OR

   ☑ b. SELLER does not agree to offer a specific compensation amount to other brokerages. SELLER acknowledges that a buyer may request compensation for their Buyer Brokerage and SELLER may negotiate the terms of the Purchase Agreement to allow such compensation payable to Buyer Brokerage at the real estate closing conference. Offering compensation to a Buyer's Brokerage is entirely optional.

4. **SELLER PERMISSION TO LISTING BROKER:**
The LISTING BROKER is given permission to:
   a. advertise this Property by all means selected by the LISTING BROKER, including the internet;
   b. place a FOR SALE sign thereon;
   c. remove all other FOR SALE signs;
   d. show the Property at all reasonable times;
   e. utilize a lock box;
   f. promptly submit this listing to the Iowa City Area Multiple Listing Service to which the LISTING BROKER belongs;
   g. accept earnest money deposits and deposit the same in the LISTING BROKER'S trust account, hold the same until the real estate closing conference or the Purchase Agreement is otherwise terminated; and
   h. acquire written releases from all parties before releasing said earnest money.
5. **SELLER'S OBLIGATIONS.** SELLER agrees to the following.
   a. To convey the Property by general warranty deed or installment contract or such other instruments pursuant to the terms of the accepted Purchase Agreement;
   b. To provide an abstract of title continued to current date showing good merchantable title in compliance with the terms of said accepted Purchase Agreement;
   c. To pay all prepayment penalties, real estate taxes to date of closing unless otherwise provided by the accepted Purchase Agreement;
   d. To provide to LISTING BROKER all information in reference to any mortgage lien, installment contract or other indebtedness secured by said Property and by the execution of this listing agreement authorizes the LISTING BROKER to obtain said information directly from the holders of said lien or security interests;
   e. To refer to LISTING BROKER all inquiries from prospective buyers and other persons received during the period of this listing;
   f. To sell said Property to any prospective buyer without respect to race, color, creed, sex, sexual orientation, gender identity, national origin, religion, physical/mental disability/handicap or familial status/presence of children or any other protected class; and
   g. To abide by Iowa code 445B.172 which mandates the inspection of septic systems, unless exempt, prior to transfer of Property.
   h. Proper maintenance and care of the Property, including but not by way of limitation: (i) shoveling and clearing of pedestrian and private walkways, sidewalks, driveways, or stairs; (ii) securing Seller's valuables and hazardous items; (iii) any other action that is necessary for the Property to be and remain presentable, safe, and marketable for any prospective Buyer, Buyer's agent, or any other third person; and, (iv) promptly notifying Broker of any matter related to the Property that is contrary to the requirements set forth above.
6. **SELLER'S WARRANTIES.** SELLER warrants that:
   a. He/she is the SELLER of said Property and has full legal authority and the right to sell the same;
   b. No governmental agency has served any notice upon the SELLER requiring repairs, alterations or corrections of any existing conditions; Except: None ;
   c. All information provided by SELLER, regarding property is true and correct.
   d. If LISTING BROKER successfully defends any court action brought against them by any party involved in the sale of this Property, including SELLER, or if it is necessary to employ an attorney to collect any sums due hereunder, SELLER agrees to pay all usual and reasonable court costs and attorney fees expended by the LISTING BROKER.
7. **SELLER'S STATEMENT OF CONDITION OF PROPERTY:** SELLER is advised that SELLER is obligated to reveal to all prospective buyers, all known latent defects and/or other known potential defects that might prove to be a contributing factor in the decision of a reasonable and prudent buyer to purchase or not to purchase the subject property. A latent defect is one which is not apparent to the buyer upon reasonable, careful inspection of the Property, and which is known to the SELLER. SELLER warrants that to the best of their knowledge and belief, that there are no known latent defects in the subject Property except the following: (if none, so state)
AC is not in Working Conditions, Water Seepage in basement during Heavy Rains
Unless otherwise indicated herein, SELLER represents that the heating, electrical, plumbing, air conditioning system and all included appliances will be in good working order and condition on the date of delivery of possession or closing, whichever comes first.
8. **LISTING BROKER'S SERVICES:** The LISTING BROKER agrees to endeavor to procure a buyer according to the terms hereof by using the LISTING BROKER'S best efforts and skills and to submit this listing to the Iowa City Multiple Listing Service for dissemination to all of its members. A brokerage agreement shall specify that the LISTING BROKER shall, at minimum, do all of the following:
   a. Accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease or exchange the SELLER'S Property;
   b. Assist the SELLER in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is complete;
   c. Answer the SELLER'S questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices and contingencies; and
   d. Provide prospective buyers access to the Property.
   e. Owner/Seller acknowledges that Broker is acting as a real estate broker only and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, property inspector, property manager, maintenance person, consultant or other professional service advisor. Broker expressly disclaims, and Owner/Seller expressly agrees, that Broker will not provide any services for the Property other than those expressly delineated herein.

9. **PROPERTY TO BE SOLD:** In addition to the Property described above, the property included in this sale includes the property integrally belonging to or part of the real estate, whether attached or detached, such as light fixtures and light bulbs, shades, rods, blinds, automatic garage door openers and transmitter units, all drapery and curtain rods, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners (unless water softener is rental) automatic heating equipment, central air conditioning equipment, wall-top-wall carpeting, mirrors attached to walls or doors, fireplace screen and grate, attached barbecue grills, weather vane, all built-in kitchen appliances, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of the real estate and included in the sale except: None

10. **EXECUTION OF FORMS:** SELLER requests that LISTING BROKER or any of its employees, agents or associates select, prepare and complete the form documents as authorized by Iowa Supreme Court rule, such as purchase agreements, groundwater hazard, and declaration of value incident to a residential real estate transaction. The signing of this Agreement creates important rights and liabilities on the part of both the SELLER and LISTING BROKER. If you have concerns regarding your rights and liabilities, you are encouraged to seek competent legal advice.
11. **SUCCESSORS IN INTEREST:** This agreement shall be binding upon the heirs, assigns, executors, and administrators of the parties hereto. Any agreement not noted herein shall not be binding upon the parties. All parties agree to be bound by this Listing Agreement even if every party does not sign on one original, as long as each copy that is signed is identical to every other signed copy. Receipt of a complete copy of this Agreement is acknowledged by SELLER.
12. **LIMITATION OF LIABILITY:**
    a. If the Property is or becomes vacant during this listing, SELLER must notify SELLER'S casualty insurance company and request a "vacancy clause" to cover the Property. LISTING BROKER is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
    b. LISTING BROKER is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by LISTING BROKER's negligence, including but not limited to injuries or damages caused by:
        i. other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
        ii. other brokers or their associates who may have information about the Property on their websites;
        iii. acts of third parties (for example, accidental damage, vandalism or theft);
        iv. freezing water pipes;
        v. a dangerous condition on the Property;
        vi. the Property's non-compliance with any law or ordinance; or
        vii. SELLER, negligently or otherwise.
    c. SELLER agrees to protect, defend, indemnify, and hold LISTING BROKER harmless from any damage, costs, attorney's fees, and expenses that:
        i. Are caused by SELLER, negligently or otherwise;
        ii. Arise from SELLER'S failure to disclose any material or relevant information about the Property; or
        iii. Are caused by SELLER giving incorrect information to any person.
13. **DEFAULT:** If SELLER does not cooperate with LISTING BROKER to facilitate the showing, marketing, or sale of the Property or otherwise breaches this Listing Agreement, SELLER is in default and will be liable to LISTING BROKER for the amount of the LISTING BROKER'S compensation specified in paragraph 3(a) and any other compensation LISTING BROKER is entitled to receive under this Listing Agreement. LISTING BROKER may also terminate this Listing Agreement and exercise any other remedy at law. If a sales price is not determinable in the event of an exchange or breach of this Listing Agreement, the Listing Price will be the sales price for purposes of computing compensation. If LISTING BROKER breaches this Listing Agreement, LISTING BROKER is in default and SELLER may exercise any remedy at law.
14. **MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, then: (1) SELLER and LISTING BROKER agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action; and (2) Mediation fees, if any, shall be divided equally among the parties involved.
15. **ATTORNEY'S FEES:** If SELLER or LISTING BROKER is a prevailing party to any legal proceeding brought as a result of a dispute under this Listing Agreement or any transaction related to or contemplated by this Listing Agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
16. **COUNTER PARTS CLAUSE:** All parties agree to be bound to this contract even if every party does not sign on one original, as long as each copy that is signed is identical to every other signed copy.

17. **OTHER PROVISIONS:**

***** THIS IS A LEGAL, BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE *****

The undersigned have read and agreed to the terms of this Listing Agreement.

Randal Peiffer and Carla Peiffer

SELLER NAME (PLEASE PRINT)

Century 21 Trinity

LISTING OFFICE

BROKER/AGENT (SIGNATURE) 11/11/26

107 South Marion Avenue Washington, Iowa

LISTING OFFICE ADDRESS

319-653-6652

LISTING OFFICE TELEPHONE

SELLER SIGNATURE 11/11/26 DATE

SELLER SIGNATURE 11/11/26 DATE

702 E. 2nd St. Washington, IA

ADDRESS

319-461-0857

TELEPHONE

Seller Initials [ ] Seller Initials [ ]