



LISTING CONTRACT
(EXCLUSIVE RIGHT TO SELL)
COMMERCIAL-INDUSTRIAL REAL ESTATE

For use only by members of the Indiana Association of REALTORS®

1 This Contract is entered into on the 21 day of November, 2024, by
2 Highgarden Real Estate ("Broker") and
3 A&G Real Estate LLC - Gurpartap Singh - Agent

4 (Seller), for the sale of real estate commonly
5 known as 3601 E 9th St in Center
6 Township, Marion County, Indianapolis, Indiana 46201 Zip Code,
7 the legal description of which is (attached as Exhibit "A") (described as follows): LUKENBILLS E 10TH ST ADD L66
8 THU L69 & 113.5FT E END L30 THRU L34 & PT L70 ALSO VAC STS & ALLEYS ADJALSO IRR TR S & ADJ
9 CONT 1.417AC+- (the "Property").

10 In consideration of the mutual covenants herein and services to be performed, Broker is appointed as Seller's agent with
11 irrevocable and exclusive right to sell, exchange or option the Property, during the Term for the following price and terms.

12 Where the word "Seller" appears, it shall also mean "Optionor;" "Sale" or "Purchase" shall also mean "exchange" or "option;"
13 "Buyer" shall also mean "Optionee;" and "Broker" shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8. "Property" shall mean
14 all property offered for sale pursuant to this Contract as defined in Section D and E (if applicable) below.

15 A. TERM: This Contract begins on the 27 day of November, 2024, and shall continue until 11:59 p.m. on
16 the 30 day of November, 2025. Provided, however, that if Seller enters into a purchase agreement,
17 exchange agreement or option during the term of this Contract, but the closing of the sale, exchange or option will not
18 take place until after the term of this Contract, then this Contract shall be extended to coincide with the closing date.

19 In the event the Property is removed from the market for periods of time that may be agreed to by Seller and any prospective
20 Buyer as part of the contingencies to the purchase, exchange agreement or option to purchase ("Transaction Agreement"),
21 this Contract shall be automatically extended in time for periods equal to the periods contained in the Transaction Agreement.

22 B. BROKER'S COMMISSION: Seller agrees to pay Broker a commission, which shall be determined and paid as, follows:

23 1. SALE: If the transaction is a sale, Seller shall pay Broker a commission of Six percent (6.0 %)
24 of the gross sales price, which shall be paid at the time of closing of the transaction when title to or an interest in the
25 Property is transferred to Buyer.

26 2. EXCHANGE: If all or any part of the Property is sold or exchanged, or title is conveyed in any manner, Seller shall pay
27 Broker a commission of Six percent (6.0 %) of the gross sales price or exchange
28 value. In the even the consideration is not set fourth as monetary value in the exchange agreement or any related
29 purchase agreement, then the consideration for the Property shall be deemed to be the listing price set forth in this
30 Contract.

31 3. OPTION: If an option is granted to a prospective Buyer, Seller shall pay Broker (\$ U.S. Dollars) or
32 Six percent (6.0 %) of each payment, whichever is greater, when
33 made to Seller to obtain, renew or extend the option. If the option is exercised, Seller shall pay Broker a commission
34 pursuant to Section B. (1), (2), (4), (5), (6) or (7) as applicable.

35 4. DEFAULT: If Seller enters into a fully executed contract for sale, exchange or option and Seller defaults under that
36 contract, then a commission in the same amount as would be payable upon a closing pursuant to this Contract shall be
37 due immediately upon such default.

38 5. READY, WILLING AND ABLE PERSON: If Broker procures a written offer from a Buyer who is ready, willing and
39 financially able to consummate the proposed transaction concerning the Property according to the terms contained in this
40 Contract, and Seller refuses to accept the offer, Broker shall be immediately entitled to a commission in the same amount
41 as would be payable upon a closing pursuant to this Contract.

42 6. SUIT BY OWNER: If Seller successfully prosecutes a suit against a Buyer who breached a purchase agreement,
43 exchange agreement or option concerning the Property and collects all or any part of the monetary damages proximately
44 caused by such breach as a result of trial, compromise, settlement or otherwise, Seller shall pay Broker an amount equal
45 to one-half (1/2) of the funds received by Seller; but, the maximum amount that Seller shall be obligated to pay to Broker
46 shall not exceed the amount of Broker's commission if the sale, exchange, or option had been consummated.

47 7. COMMISSION PROTECTION: Within 120 days after the Term, as it may be extended if the Property is: (i) sold,
48 exchanged or optioned; (ii) contracted to be sold, exchanged or optioned; (iii) subject to the commencement of, resumed
49 or continued communications to be sold, exchanged or optioned to any entity or person, or its, his or her broker or agent
50 with whom Broker, Seller or any of their agents or employees had communications during the Term and who was
51 identified on a list submitted to Seller within 30 days after expiration of the Term, then Seller agrees to pay
52 Broker a commission on sale, exchange or option pursuant to Section B.

53 C. PRICE: Seller offers the Property for sale or exchange at a price of Seven hundred ninety-nine thousand and 00/100
54 dollars (\$ 799,000.00 U.S. Dollars) upon the following
55 terms and conditions: As-Is, Where-Is

56
57
58 Seller offers the Property for sale, exchange or option upon any other price and terms acceptable to Seller as evidenced by
59 Seller's execution and delivery of a written contract with respect to the Property.

(office use only)

GS

60 D. **PROPERTY OFFERED FOR SALE:** The above price(s) includes the real estate together with all buildings and all permanent  
61 improvements and fixtures attached thereto; **except the following items to be EXCLUDED (if any):**  
62 N/A

64 E. **PERSONAL PROPERTY OFFERED FOR SALE:** The above price includes the following items of personal property to  
65 be **INCLUDED** in the sale: N/A

68 **(NOTE: EXCLUDE FIXTURES NOT OWNED BY SELLER SUCH AS RENTED FIXTURES AND TENANT'S TRADE  
69 FIXTURES. THE PURCHASE AGREEMENT WILL DETERMINE WHAT PROPERTY IS INCLUDED OR EXCLUDED.)**

70 F. **AGENCY DISCLOSURES:**  
71 1. **Office Policy.** Seller acknowledges receipt of a copy of the written office policy relating to agency.  
72 2. **Agency Relationships.** I.C. 25-34.1-10-9.5 provides that a Licensee has an agency relationship with, and is representing,  
73 the individual with whom the Licensee is working unless (1) there is a written agreement to the contrary; or (2) the  
74 Licensee is merely assisting the individual as a customer. Licensee (Broker) represents the interests of the Seller as Seller's  
75 agent to sell the Property. Licensee owes duties of trust, loyalty, confidentiality, accounting and disclosure to the Seller.  
76 However, Licensee must deal honestly with a buyer and disclose to the buyer information about the Property, including all  
77 latent and patent defects in the Property, whether or not Seller believes they are minor or major in nature, and whether or  
78 not they are now known or are discovered in the future. All representations made by Licensee about the Property are made  
79 as the agent of the Seller. Seller is advised that the Property may be sold with the assistance of other Licensees working as  
80 buyer agents and that Licensee's company policy is to cooperate with and compensate buyer agents. Buyer agents are  
81 Licensees who show the Property to prospective buyers, but who represent only the interests of the buyer. Buyer agents  
82 owe duties of trust, loyalty, confidentiality, accounting and disclosure to buyers. All representations made by buyer agents  
83 about the Property are not made as the agent of the Seller.  
84 3. **Limited Agency Authorization:** Licensee or the managing broker may represent Buyer as a buyer agent. If such  
85 a Buyer wishes to see the Property, Licensee has agency duties to both Seller and Buyer, and those duties may be  
86 different or even adverse. Seller knowingly consents to Licensee acting as a limited agent for such showings. If limited  
87 agency arises, Licensee **shall not disclose** the following without the informed consent, in writing, of both Seller and Buyer:  
88 (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee  
89 concerning the physical condition of the Property and facts required by statute, rule, or regulation to be  
90 disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the  
91 parties.  
92 (b) That a Buyer will pay more than the offered purchase price for the Property.  
93 (c) That Seller will accept less than the listed price for the Property.  
94 (d) Other terms that would create a contractual advantage for one party over another party.  
95 (e) What motivates a party to buy or sell the Property.

96 In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any  
97 party and the limited agent or among Licensees.  
98 Seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that  
99 Seller does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited  
100 agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s)  
101 arising from Licensee's(s) role of limited agent(s).

102 G. **SELLER'S COVENANTS:** Seller agrees to cooperate with Broker and cooperating brokers fully with respect to  
103 Broker's efforts to market and sell the Property. Seller agrees to refer to Broker all inquiries received relating to the sale of the  
104 Property and to conduct all negotiations with prospective buyers of the Property through Broker. Seller further agrees to  
105 furnish Broker any information in Seller's possession concerning the Property as Broker may reasonably request from time to  
106 time including, but not limited to survey, floor plans, building plans, operating statements, rent roll, title commitment,  
107 environmental reports, zoning certificates and the following: As Needed  
108 Seller agrees to reimburse Broker for all expenses authorized in writing by Seller and incurred by Broker in advertising or  
109 marketing the Property not to exceed Zero and 00/100  
110 dollars (\$ 0.00 U.S. Dollars).

111 H. **SELLER'S REPRESENTATIONS: TO SELLER'S BEST KNOWLEDGE AND BELIEF SELLER REPRESENTS AND  
112 WARRANTS TO BROKER AS FOLLOWS:**

- 113 1. The undersigned Seller (i) holds title to the Property in fee simple; (ii) is authorized and has the capacity to execute  
114 and deliver this Listing Contract; and (iii) has the ability to convey a good and marketable title by warranty deed and/or  
115 enter into a sale, exchange or option.
- 116 2. The Property is zoned I-4 Marion County;  (is)  (is not) located in a Historic  
117 District;  (is)  (is not) located in a flood plain. There presently exists no defect or condition known to Seller which  
118 would adversely affect market value or materially impair the fitness of the Property for its existing use **EXCEPT:**  
119 N/A
- 120 3. There are no actions, suits or proceedings pending or threatened against Seller or the Property, affecting any portion  
121 of the Property, before any judicial tribunal or governmental agency, department or instrumentality, **EXCEPT:**  
122 N/A
- 123 4. There are no pending or threatened condemnation actions or special assessments of any nature with respect to the  
124 Property nor has Seller received any notices of any such condemnation actions or special assessments being  
125 contemplated.
- 126 5. There are no foreclosures pending or threatened with respect to the Property nor has Seller received any notices of

(office use only)

GS



190 N. ADDITIONAL PROVISIONS: \_\_\_\_\_

191  
192 Seller Shall Pay In Cash In U.S. Dollars To Selling Broker For Services A Total Commission  
193 Of 6.0% (Six Percent) Of The Total Sell Price To Be Paid At Closing. SELLER HAS BEEN  
194 ADVISED OF BROKER'S COOPERATIVE COMPENSATION POLICY, Including The Amount Of Compensation  
195 That Will Be Offered To Cooperating Broker(s) Which Is 3.0% (Three Percent) Of The Selling  
196 Price. U.S. Dollars, Included In Total Commission Stated Above And In Section "B" of This  
197 Agreement.

198  
199 Should The Listing Broker Procure The Buyer, the Broker Will Be Entitled To The Total  
200 Commission Of 5.0% (Five Percent).

201 \_\_\_\_\_  
202 \_\_\_\_\_  
203 \_\_\_\_\_  
204 \_\_\_\_\_  
205 \_\_\_\_\_  
206 \_\_\_\_\_  
207 \_\_\_\_\_  
208 \_\_\_\_\_  
209 \_\_\_\_\_  
210 \_\_\_\_\_  
211 \_\_\_\_\_  
212 \_\_\_\_\_  
213 \_\_\_\_\_  
214 \_\_\_\_\_  
215 \_\_\_\_\_

220 Albert Stancato RB16000255  
221 AGENT IN LICENSE #

A&G Real Estate LLC - Gurpartap Singh - Agent 11/21/2024  
SELLER'S SIGNATURE DATE

223 Highgarden Real Estate CO10200085  
224 BROKER OR COMPANY NAME IN LICENSE #

A&G Real Estate LLC - Gurpartap Singh - Agent  
PRINTED

227 ACCEPTED BY: MANAGING BROKER

SELLER'S SIGNATURE DATE

230 MAILING ADDRESS ZIP CODE

PRINTED

232 (317) 504-2663  
233 (Area Code) TELEPHONE NUMBER/FAX NUMBER

8500 Keyston  
MAILING ADDRESS ZIP CODE

236 (Area Code) TELEPHONE NUMBER/FAX NUMBER



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice. Form #F04SELL. Copyright IAR 2024



(office use only)



LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
(SALES)

COMMERCIAL-INDUSTRIAL REAL ESTATE

For use only by members of the Indiana Association of REALTORS®

1 PROPERTY ADDRESS: 3601 E 9th St, Indianapolis, IN 46201

3 LEAD WARNING STATEMENT

4 Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
5 that such property may present exposure to lead from lead-based paint that may place young children at risk of
6 developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including
7 learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also
8 poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the
9 buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession
10 and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based
11 paint hazards is recommended prior to purchase.

13 SELLER'S DISCLOSURE

14 (a.) Presence of lead-based paint and/or lead-based paint hazards: (check (i) or (ii) below)

16 (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_

19 (ii) [checked] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

22 (b.) Records and reports available to the seller: (check (i) or (ii) below)

23 (i) \_\_\_\_\_ Seller has provided the buyer with all available records and reports including Seller's Residential Real Estate
24 Sales Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the
25 housing (list and attach documents below): \_\_\_\_\_

28 (ii) [checked] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

30 BUYER'S ACKNOWLEDGMENT (initial)

31 (c.) \_\_\_\_\_ Buyer has received copies of all information listed above.

32 (d.) \_\_\_\_\_ Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

33 (e.) \_\_\_\_\_ Buyer has (check (i) or (ii) below):

34 (i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for
35 the presence of lead-based paint and/or lead-based paint hazards;

36 OR

37 (ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
38 lead-based paint hazards.

39 BROKER'S ACKNOWLEDGMENT (initial)

40 (f.) AS Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction
41 Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.

42 (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8.)

44 CERTIFICATION OF ACCURACY

45 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they
46 have provided is true and accurate.

47
48 This Certification and Acknowledgment may be executed simultaneously or in two or more counterparts, each of which shall
49 be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this
50 Certification and Acknowledgment may be transmitted between them by facsimile machine. The parties intend that faxed

(office use only)

51 signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed  
52 and/or delivered, if requested.

53  
54  
55  
56

57 BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

58  
59

60 PRINTED \_\_\_\_\_

PRINTED \_\_\_\_\_

61  
62

63 (AREA CODE) TELEPHONE NUMBER/FAX NUMBER \_\_\_\_\_

(AREA CODE) TELEPHONE NUMBER/FAX NUMBER \_\_\_\_\_

64  
65

66 BUYER'S ADDRESS FOR NOTICE PURPOSES \_\_\_\_\_

67

68 *A&G Real Estate LLC - Gurpartap Singh - Agent* 11/21/2024

69 SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

70  
71

71 A&G Real Estate LLC - Gurpartap Singh - Agent

72 PRINTED \_\_\_\_\_

PRINTED \_\_\_\_\_

73  
74

75 (AREA CODE) TELEPHONE NUMBER/FAX NUMBER \_\_\_\_\_

(AREA CODE) TELEPHONE NUMBER/FAX NUMBER \_\_\_\_\_

76  
77

78 SELLER'S ADDRESS FOR NOTICE PURPOSES \_\_\_\_\_

79

80  
81 SELLING BROKER \_\_\_\_\_ DATE \_\_\_\_\_

*Albert Stancato* 11/21/2024  
LISTING BROKER \_\_\_\_\_ DATE \_\_\_\_\_

82



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.  
**Form #F45.** Copyright IAR 2024



\_\_\_\_\_ (office Use Only)

HIGHGARDEN REAL ESTATE INC.

-----  
SELLER'S ACKNOWLEDGEMENTS AND AGREEMENTS  
OFFICE POLICY REGARDING AGENCY RELATIONSHIPS

The undersigned, being a potential seller of real estate (the " Seller") and using the real estate agency services of Highgarden Real Estate, Inc., an Indiana corporation, hereby acknowledges and agrees as follows:

**Yard Sign and Marketing Release:** Seller gives Highgarden Real Estate, Inc. permission to install a yard sign, exterior information box, interior brochures, other misc. marketing materials, lock box and open house lead in signs on the property. Buyer also gives Highgarden Real Estate, Inc. permission to market the home both online and in print.

**Photo Release:** Highgarden Real Estate, Inc. may, from time to time, take photos of the home that you are selling to use in printed and web based advertising. This advertising could include, but is not limited to magazines, brochures, collateral, website, newspapers, flyers, search engines, etc. Seller hereby agrees to release these photos to Highgarden Real Estate, Inc. for use for as long and as often as Highgarden Real Estate, Inc. prefers. Seller does not expect compensation for the use of these photos and does not expect notice on when or how they will be used. Photos may include both exterior and interior shots and all photos will be taken prior to the home closing date.

**Earnest Money and Escrow Account.** Seller acknowledges that all earnest money from the sale of the property will be deposited into the Highgarden Real Estate, Inc. escrow account. Should a dispute arise, earnest money from the escrow account will not typically be transferred or withdrawn until there is an agreement, in writing, and signed by both the seller(s) and the buyer(s).

In addition to the foregoing, the broker may elect to invoke the provisions set forth at 876 I.A.C. 1-1-23. Under those circumstances, upon notification that buyer or seller intends not to perform, the broker holding the earnest money may release the earnest money as provided in the agreement. If no provision is made, then the broker holding the earnest money may send notice of an intended disbursement to the buyer and seller, by certified mail. If neither buyer nor seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing of the certified letters, the broker may release the earnest money to the party identified in the certified letters. The broker invoking such procedure will be held harmless of any liability, including attorney fees and costs, for good faith disbursement of earnest money in accordance with the agreement and with the above-referenced regulation.

**Regulatory Compliance:** As your agent, Highgarden Real Estate, Inc. owes certain fiduciary duties to you, including a duty of responsible care and diligence. To fulfill these duties Highgarden Real Estate, Inc. will store all relevant documents involved in your transaction for a period of no less than 7 years. These documents will be easily accessed for you anytime that they are needed. The cost of this service is \$299.00 and will be charged as a debit to the seller on the closing documents.

GS  
Seller Initials    Seller Initials

**Highgarden Real Estate, Inc. Referrals:** In order to assist the seller with all of the aspects associated with the home buying process, Highgarden Real Estate, Inc. may, from time to time, refer and suggest certain home inspection companies, mortgage financing companies, warranty companies, mold inspection service companies, title companies and other businesses and professionals. Highgarden Real Estate, Inc. makes no representation, recommendation, or endorsement as to the quality, reputation, or integrity of any referral. The seller is encouraged to also seek referrals or recommendations from other sources, such as Angie's List and the Yellow Pages, etc., and to investigate any referral or recommendation through appropriate agencies, such as the Better Business Bureau and the Attorney General's office. The seller agrees to release, discharge, and waive any and all claims actions, liabilities, and demands against Highgarden Real Estate, Inc., its agents, employees, officers, and directors arising from, or in connection with, or in any way relating to any referral.

**Compensation from Companies:** Because of the large volume of home sales and advertising of homes generated by Highgarden Real Estate, Inc., Highgarden Real Estate, Inc. may, from time to time, receive marketing coop payments, bonuses, or other compensation from certain companies.

**Not a Title Company:** Highgarden Real Estate, Inc. is a real estate agency and not a title company. Seller understands that many factors will affect the amount a seller will have to pay in closing costs and what will be left after all fees involving the sale have been paid. Unpaid property taxes, liens, mortgage payoffs, title policy costs, closing fees, REALTOR commissions, etc. all should be accounted for when determining the total costs associated with selling a home. Seller acknowledges that these numbers should come from a title company and loan payoffs from the lender of record. Property taxes should also be reviewed by contacting the County Assessor's or Auditor's office for up to date information and figures. Highgarden Real Estate, Inc. accepts no responsibility regarding any information furnished in connection with, or any issues arising from, the closing costs or closing issues of the seller's home.

**Taxes and Exemptions:** Seller acknowledges that the information that it is provided associated with property taxes and current exemptions is true and correct. Seller agrees to indemnify, defend and hold the broker, the company and its agents harmless from damages, loss, liability and expenses including attorney fees, arising from incorrect information related to this. Further, seller acknowledges that any responsibility associated with taxes, and the status of exemptions are not the responsibility of the broker.

GS  
Seller Initials    Seller Initials

[DigiSign Verified - c697abc0-eda4-41c5-94f5-e904ea2c67aa](#) at all information that it is provided in the listing profile sheet, sellers residential real estate sales disclosure form (if applicable), lead-based paint disclosure, as well as any other verbal or written representations, are true and correct. Seller agrees to fully inform broker of any changes in the condition of the property after disclosure has been made, if the condition of the real estate changes.

**Personal Property:** Highgarden Real Estate, Inc. recommends the seller remove all valuables from the home prior to the home being put on the market and showings begin. There will be many people walking through the property and seller acknowledges that Highgarden Real Estate, Inc. assumes no responsibility for lost, stolen or damaged items in home.

**Agency Relationships:** Indiana law (IC 25-34.1-10-9.5) provides that a licensee (an individual or entity issued a salesperson's or broker's real estate license by the Indiana real estate commission) has an agency relationship with, and is representing, the individual with whom the licensee is working unless (1) there is a written agreement to the contrary or (2) the licensee is merely assisting the individual as a customer. The seller's licensee with Highgarden Real Estate, Inc. represents the interest of the seller as the seller's agent when showing another company's listing or when functioning in an "in house agency relationship" as defined in IC 25-34.1-10-6.5. An "in house agency relationship" means an agency relationship involving two or more clients who are represented by different licensees within the same firm. When representing a seller, a licensee owes duties of trust, loyalty, confidentiality, accounting, and disclosure to the seller, while still obligated to deal honestly with the buyer.

An agent representing a seller may show property to a buyer, which may compete with the seller's property. The seller's agent may assist other buyers in purchasing a particular property without breaching any duty or obligation to the seller and may provide to the buyer services in the ordinary course of a real estate transaction or any similar services that do not violate the terms of the agency relationship made with the seller. The agent further will comply with the duties set forth in IC 25-34.1-10-11.

**Limited Agency Authorization:** The licensee that the seller is working with or the principal or managing broker may personally represent a buyer as a buyer's agent in the case of a property listed with Highgarden Real Estate, Inc. If that occurs, then the licensee has agency duties to both the buyer and the seller, which may be different or even adverse. If limited agency arises, the licensee will not disclose the following without the informed consent, in writing, of both buyer and the seller:

Any material or confidential information, except adverse material facts or risks actually known by the licensee concerning the physical condition of the property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the property by the parties.

That the buyer will pay more than the offered purchase price for the property.

That the seller will accept less than the listed price for the property.

Other terms that would create a contractual advantage for one party over another party.

What motivates a party to buy or sell the property.

In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among licensees. As a seller's agent or limited agent, the licensee will obtain compensation pursuant to a listing contract unless a written Buyer's Agency Contract provides for an alternative payment method.

The seller acknowledges that this Limited Agency Authorization has been read and understood. The seller understands that the seller does not have to consent to a licensee acting as a limited agent, but gives informed consent voluntarily to limited agency and waives any claims damages, losses, expenses, including attorney's fees and costs, against a licensee arising from a licensee's role of a limited agent.

By signing below, seller acknowledges that Limited Agency Authorization has been read and understood. Seller understands that seller does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorney's fees and costs, against Licensee(s) arising from Licensee'(s)' role of limited agent(s).

The foregoing shall also serve as written disclosure of office policy regarding agency relationships, pursuant to I.C. 25-34.1-10-13.

**Fair Housing:** Seller acknowledges that Highgarden Real Estate, Inc., its officers, owners, employees and agents sell and list real estate without regard to race, color, religion, sex, familial status, national origin, or handicap status. The policy of Highgarden Real Estate, Inc. complies fully with all state, federal and local Fair Housing laws. In compliance with this, we do not place any restrictions on showings or information associated with the availability of housing accommodations for sale or rent as would relate to the foregoing. Seller also acknowledges that there was never a time when Highgarden Real Estate, Inc. or any of its representatives took any action inconsistent with the foregoing.

**Email, Text, and Phone Consent:** Seller consents to allow Highgarden Real Estate Inc to communicate with the seller through email, text, phone or other ways not mentioned in this agreement.

Effective Date: 11/21/2024

A&G Real Estate LLC - Gurpartap Singh - Agent

Seller's Signature

\_\_\_\_\_  
Seller's Signature

A&G Real Estate LLC - Gurpartap Singh - Agent

Printed Name

\_\_\_\_\_  
Printed Name