

Exclusive Listing Agreement

For and in consideration of the mutual agreements herein, by and between _____ hereinafter called Owner, and **SHARP REALTY** called Broker, whereby the Owner or his duly authorized agent do hereby authorize and give unto the Broker the right and agency for a period of _____ from this date, and thereafter until cancelled by a fifteen day written notice by either party, to sell or exchange at a price of \$ _____ or any other price or terms that the Owner may accept, the following described property located in _____ County, Texas:

If listing Broker is procuring cause the Broker fee will be **3%**. If 2 Brokers are used the fee will be **3% + \$1,000.00**.

Owner agrees to pay Broker, in cash, at the time of closing, in the County wherein the property lies, a commission equal to **3%** percent of the gross sales price of said property if the Broker shall during the term of this agreement produce a purchaser ready, willing and able to buy said property at price above listed, or any other price Owner has agreed to Accept. Owner agrees to convey said property by General Warranty Deed, and provide a Title Guaranty or Abstract of Title, and pay other customary closing costs, including Seller's loan discount or prepayment penalty.

Broker will attempt to obtain a purchaser for said property in accordance with the terms hereof, and may place For Sale signs on said property. Broker shall not be responsible for loss or damage to the real property or personal property on the premises for vandalism, theft, freezing pipes, or any other cause whatsoever. Broker is hereby given permission to act in association with any other Broker, and enter said property at reasonable times to show it to prospective purchasers.

This agreement shall be binding on the heirs, executors, assigns of both parties hereto, and contains the entire agreement between them, and no representations or promises, oral or otherwise, not embodied herein shall be of any force or effect. Owner acknowledges a receipt of a copy of this agreement.

Date

Owner

Broker

Owner (wife or husband)

By:

SHARP REALTY
817-501-1411

INITIAL CLEAN CHECKLIST

1. Replace all burned out light bulbs in property. If the property is dark, consider increasing the wattage of light bulbs.
2. Remove all contact and shelf paper from cabinets, pantries, drawers and closet shelves. After removing paper, please, wipe out areas.
3. Remove all soap and shower caddies, non-slip decals, stickers, visible air fresheners and posters.
4. Replace stove pans unless they are spotless
5. Wash all windows inside and out.
6. Wash all light fixtures—remove all bugs.
7. Lemon oil all woodwork, cabinets, window sills and doors. If property has scratches and gouges in the wood use Old English Scratch Cover.
8. Dust and wipe down all ceilings fans and blades and mini-blinds.
9. Wipe out dishwasher paying special attention to the lip. During cleaning, please run dishwasher full cycle.
10. Clean out and leave spotless ovens and microwaves.
11. Clean out all fireplaces and spray paint firebox flat black with nonflammable paint.
12. Sweep and mop all floors.
13. Wipe down all counters and vanities.
14. Thoroughly clean all baths, paying special attention to showers and tubs. Remove all mildew and soap build-up. Recaulk or grout if necessary.
15. Dust all paneling, woodwork, window sills and baseboards. Remove all cobwebs and bugs from property.
16. Vacuum all carpeting.
17. Windex any glass and mirrors.
18. Wipe off all AC vents and leave free from dust and dirt.
19. Place new air fresheners in bath and kitchen areas.
20. Smoke, Pets, Cooking odors? "We can't sell it if we can smell it."
21. Create space! Unnecessary? Pack it. (ex: a candle, pottery, pictures)
22. Tacky, unhealthy, moldy plants: Thrown them away.
23. Pack up collections so that the buyer can see the house
24. Refrigerator magnets on the side only. Clean the front off.
25. Spices inside the cabinet.

26. Just leave the coffee pot and maybe a few small plants out.
27. Bathrooms: How do the towels on display look? Cosmetics put away or into one corner--- condensed. Spots on mirrors? Wastebaskets empty? Toilet lids DOWN:
28. Kitty litter box cleaned daily
29. Bedrooms: stuffed animals, afghans up, books under the bed, blinds closed up, not down, if closed at all. Rugs under the bed. Closet doors shut.
30. More than 4 chairs? Remove from dining room. Take the leaf out of the table. Open the drapes. Remove worn and dirty and/or out of date drapes. Wallpaper out of style?
31. All lights on in dark spots. Replace carpet. Soft music.
32. Make all windows operate and lock easily.
33. Rearrange any rooms that have a cluttered, "too busy" look.
34. Spray all squeaky hinges with wd-40.
35. Make all drawers open and close easily by using soap or sandpaper
36. Replace bent or broken doorstops and door closers.
37. Make certain built-in intercoms are operable.
38. Make sure doorbell and chimes are operable.

Please Come On In!!!

Sign In Sheet is in the Kitchen!!

**Attention;
Realtors Please
make sure all doors
and windows are
locked before you
leave.**

Thank-You



TEXAS ASSOCIATION OF REALTORS® SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT _____

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?
 _____ or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring			
Carbon Monoxide Det.			
Ceiling Fans			
Cooktop			
Dishwasher			
Disposal			
Emergency Escape Ladder(s)			
Exhaust Fans			
Fences			
Fire Detection Equip.			
French Drain			
Gas Fixtures			

Item	Y	N	U
Gas Lines (Nat/LP)			
Hot Tub			
Intercom System			
Microwave			
Outdoor Grill			
Patio/Decking			
Plumbing System			
Pool			
Pool Equipment			
Pool Maint. Accessories			
Pool Heater			
Public Sewer System			

Item	Y	N	U
Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder			
Rain Gutters			
Range/Stove			
Roof/Attic Vents			
Sauna			
Smoke Detector			
Smoke Detector – Hearing Impaired			
Spa			
Trash Compactor			
TV Antenna			
Washer/Dryer Hookup			
Window Screens			

Item	Y	N	U	Additional Information
Central A/C				<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Evaporative Coolers				number of units: _____
Wall/Window AC Units				number of units: _____
Attic Fan(s)				if yes, describe: _____
Central Heat				<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Other Heat				if yes, describe: _____
Oven				number of ovens: _____ <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____
Fireplace & Chimney				<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: _____
Carport				<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage				<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers				number of units: _____ number of remotes: _____
Satellite Dish & Controls				<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Security System				<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Water Heater				<input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: _____
Water Softener				<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Underground Lawn Sprinkler				<input type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: _____
Septic / On-Site Sewer Facility				if yes, attach Information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 1-01-10

Initialed by: Seller: _____, _____ and Buyer: _____, _____

Page 1 of 5

Concerning the Property at _____

Water supply provided by: city well MUD co-op unknown other: _____

Was the Property built before 1978? yes no unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: _____ Age: _____ (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?

yes no unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? yes no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N
Basement		
Ceilings		
Doors		
Driveways		
Electrical Systems		
Exterior Walls		

Item	Y	N
Floors		
Foundation / Slab(s)		
Interior Walls		
Lighting Fixtures		
Plumbing Systems		
Roof		

Item	Y	N
Sidewalks		
Walls / Fences		
Windows		
Other Structural Components		

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N
Aluminum Wiring		
Asbestos Components		
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/> _____		
Endangered Species/Habitat on Property		
Fault Lines		
Hazardous or Toxic Waste		
Improper Drainage		
Intermittent or Weather Springs		
Landfill		
Lead-Based Paint or Lead-Based Pt. Hazards		
Encroachments onto the Property		
Improvements encroaching on others' property		
Located in 100-year Floodplain		
Located in Floodway		
Present Flood Ins. Coverage (If yes, attach TAR-1414)		
Previous Flooding into the Structures		
Previous Flooding onto the Property		
Previous Fires		
Previous Use of Premises for Manufacture of Methamphetamine		

Condition	Y	N
Previous Foundation Repairs		
Previous Roof Repairs		
Other Structural Repairs		
Radon Gas		
Settling		
Soil Movement		
Subsurface Structure or Pits		
Underground Storage Tanks		
Unplatted Easements		
Unrecorded Easements		
Urea-formaldehyde Insulation		
Water Penetration		
Wetlands on Property		
Wood Rot		
Active infestation of termites or other wood-destroying insects (WDI)		
Previous treatment for termites or WDI		
Previous termite or WDI damage repaired		
Termite or WDI damage needing repair		

(TAR-1406) 1-01-10 Initialed by: Seller: _____ and Buyer: _____

Concerning the Property at _____

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? yes no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

- | <u>Y</u> | <u>N</u> | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time. |
| <input type="checkbox"/> | <input type="checkbox"/> | Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: _____
Manager's name: _____ Phone: _____
Fees or assessments are: \$ _____ per _____ and are: <input type="checkbox"/> mandatory <input type="checkbox"/> voluntary
Any unpaid fees or assessment for the Property? <input type="checkbox"/> yes (\$) _____ <input type="checkbox"/> no
If the Property is in more than one association, provide information about the other associations below or attach information to this notice. |
| <input type="checkbox"/> | <input type="checkbox"/> | Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
Any optional user fees for common facilities charged? <input type="checkbox"/> yes <input type="checkbox"/> no If yes, describe: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property. |
| <input type="checkbox"/> | <input type="checkbox"/> | Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.) |
| <input type="checkbox"/> | <input type="checkbox"/> | Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property. |
| <input type="checkbox"/> | <input type="checkbox"/> | Any condition on the Property which materially affects the health or safety of an individual. |
| <input type="checkbox"/> | <input type="checkbox"/> | Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation). |

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): _____

Concerning the Property at _____

Section 6. Seller has has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? yes no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead Senior Citizen Disabled
- Wildlife Management Agricultural Disabled Veteran
- Other: _____ Unknown

Section 9. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? yes no If yes, explain: _____

Section 10. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* unknown no yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller _____	Date _____	Signature of Seller _____	Date _____
Printed Name: _____		Printed Name: _____	

(TAR-1406) 1-01-10 Initialed by: Seller: _____, _____ and Buyer: _____, _____ Page 4 of 5

Concerning the Property at _____

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.

(4) The following providers currently provide service to the property:

Electric: _____	phone #: _____
Sewer: _____	phone #: _____
Water: _____	phone #: _____
Cable: _____	phone #: _____
Trash: _____	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____

(5) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. **YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.**

The undersigned Buyer acknowledges receipt of the foregoing notice.

_____ Signature of Buyer	_____ Date	_____ Signature of Buyer	_____ Date
_____ Printed Name:	_____	_____ Printed Name:	_____

OWNER'S UTILITY INFORMATION

ADDRESS: _____

The average utility costs over the past 12 months are as follows:

TYPE:	High	Low	Average
Electric:	_____	_____	_____
Gas:	_____	_____	_____
Water:	_____	_____	_____

Type of Property Tax Exemption: Homestead Disabled Vet Over 65

What is the total square footage of the home under heat and air?

As per tax records appraisal other

Have you had any insurance claims on your home during the past 3 years: yes no
If yes, please explain: _____

SELLER

DATE

SELLER

DATE

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act.

The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Date



Seller Info Sheet

A.J. Macias "The Sharp Realtor"

www.TheSharpRealtor.com

Appointment Day/Time _____
Mention Pre-list package

Call Date _____ Lead Source _____

Name _____

Property _____
Address _____ City _____ Zip _____

Owner _____
Home Phone _____ Work Phone _____

Important Notes _____

1. When do you plan on moving? _____

2. Where are you moving to? _____

3. How long have you lived in your home? How old is home? _____

4. Bedroom/Bath/Garage _____ Other _____

Living areas/dining areas _____ Square Footage _____

Pool _____ Spa _____ Sprinkler _____ Security _____

5. What major improvements have you made to your home since you purchased it?

6. When comparing your home to others in the neighborhood, do you consider your home
below average average above average

7. What is your current loan balance? _____

Type of loan VA FHA Conventional Interest rate

Did you get VA or FHA loan prior to Dec. 15, 1998? VA _____ FHA _____

Have you refinanced your home since you purchased it? Yes _____ No _____

8. What do you think your home should sale for? _____

9. Are you talking with other realtors about the sale of your home? Yes _____ No _____

10. Have you considered going "FSBO"? (for sale by owner) Yes _____ No _____

11. What service are most important to you from your realtor? _____

