



MICHIGAN REGIONAL VACANT LAND LISTING AGREEMENT

Any reference to "days" in this Agreement refers to calendar days and any reference to "time" refers to local time.



1. **CONSIDERATION AND TERMS OF CONTRACT.** Seller understands that consummation of the sale or transfer of the property described in this Agreement will not relieve the Seller of any liability that Seller may have under the mortgages to which the property is subject, unless otherwise agreed to by the lender or required by law or regulation.

In consideration of Broker's agreement to list the real property described below in the Multiple Listing Service (hereinafter "MLS") and to pay the fee therefore and to cause the listing information to be distributed to the participating members in the MLS and in further consideration of Broker's agreement to use Broker's best efforts to find a Buyer, Seller grants, Zach Newhof
 Broker, from 09/06/2026 (date) to 11:59 p.m. on 11/30/2026 (date) the exclusive
 irrevocable right and privilege to sell the property located in the ☒ City ☐ Township ☐ Village of _____
Muskegon County County, Michigan, commonly known as _____

3762 East Apple Avenue
 Street Address

Muskegon
 City

MI
 State

49442
 Zip Code

with the following legal or tax description:

MUSKEGON CHARTER TOWNSHIP SEC 24 T10N R16W
 MU-596 D PART OF THE SE 1/4 OF SEC 24 DESC AS: COMM AT S 1/4 COR OF SD SEC; TH N 00D 43M 25S E 90.02 FT ALG N/S 1/4 LN OF SD SEC TO POB; CONT 5.43 ACS
 SUBJ TO ESMTS, RESTRICTIONS & ROW OF
 RECORD ALSO SUBJ TO HWY ROW FOR
 MILL IRON RD OVER MOST WLY 33 FT THEREOF

PP# 10-024-400-0003-00

Approximate lot dimensions of: 612 x 386

totaling approximately 5.136 acres. Approximate road frontage: 612

Is there a survey? ☒ Yes ☐ No. If the Property is on a lake or stream, approximate amount of water frontage: _____
 Crops now ☐ Planted or ☐ Stored on the Property are reserved to ☐ Seller ☐ Buyer ☐ Third Party. Any Leases attached to the
 Property? ☐ Yes ☐ No ☒ Unknown. Is the Property currently enrolled in PA 116 or
 other government programs? ☐ Yes ☐ No ☒ Unknown.

Seller agrees to sell (if applicable, subject to any existing leases): oil, gas and mineral rights, trees, shrubbery, fencing, growing crops, plantings and all improvements.

Broker must submit this listing to the MLS within the time period required by the MLS unless Seller and Broker have agreed to delay the submission of this listing to the MLS, in which case the Property will not be marketed in any other forum and showings will not be permitted prior to the date on which the listing is submitted to the MLS. In order for Broker to delay the submission of this listing to the MLS, Seller and Broker must complete and sign the Addendum entitled "Delay of Submission of Listing."

2. **AGENCY REPRESENTATION.** Seller acknowledges reading and signing the *Disclosure Regarding Real Estate Agency Relationships*. Seller understands that any licensee who shows the Property may not be acting as Seller's agent; therefore, Seller understands that Seller should not disclose confidential information to any licensee that Seller would not disclose to a Buyer.

3. **DESIGNATED AGENCY.**

☒ Broker is a Designated Agency office. Seller appoints Zach Newhof as the Seller's designated agent. For the purpose of this Agreement, Seller will have an agency relationship with the listing brokerage, the designated agent(s) named above, and the following supervisory Broker(s):
 Seller acknowledges and agrees that Broker may add, change or substitute the designated agent(s) or supervisory broker(s). Any such change will be in writing.

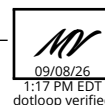
☐ Broker is not a Designated Agency office.

4. **POSSIBILITY OF DUAL AGENCY.** If Broker acts as a dual agent, Seller consents to this dual agency and agrees that under such circumstances, the following provisions will govern Broker's actions:

- Broker will not knowingly say anything or do anything which might place one party at a disadvantage, such as disclose personal confidences;
- Broker will assume a role as an intermediary, facilitator, and/or mediator to assist Buyer and Seller; and
- Broker will not disclose to Buyer that Seller might accept a price other than the listing price; nor will Broker disclose to Seller that Buyer might be willing to pay a higher price.

5. **LICENSEES NOT REPRESENTING SELLER.** Seller understands that any licensee who shows the Property may not be acting as Seller's agent; therefore, Seller understands that Seller should not disclose confidential information to any licensee that Seller would not disclose to a Buyer. Seller acknowledges reading and signing the *Disclosure Regarding Real Estate Agency Relationships*.

6. **LAND DIVISION.** If the Property is not part of a plat or condominium, Seller agrees to comply with the terms of the Michigan Land Division Act.



- ☐ The Property is a parent parcel that has not been divided since March 31, 1997. Seller will convey the right to make _____ (insert number or "all") land divisions to Buyer at closing.
- ☐ The Property will be divided from a larger parcel. Seller agrees to apply for land division approval with the local assessor in compliance with any zoning ordinances and the Land Division Act. Seller will convey _____ (insert number) land divisions to Buyer at closing.
- ☐ The Property is a prior division from a larger parcel. Seller will convey _____ (insert number) land divisions to Buyer at closing.
- ☒ Unknown

Broker makes no representations regarding the applicability of the Land Division Act to Seller's Property or the number of divisions that are available to be conveyed to a Buyer, if any. Seller is advised to contact an attorney regarding Seller's responsibilities under the Land Division Act.

7. **FIXTURES & IMPROVEMENTS.** All improvements and appurtenances are included in the purchase price, if now in or on the Property, but does not include: _____
8. **SALE PRICE.** Seller agrees to sell the Property for the sum of \$ 394,900 U.S. Dollars or, with Seller's consent, for a lesser sum or other terms, WHICH PRICE INCLUDES SELLER'S OBLIGATION TO PAY OUTSTANDING BALANCES ON ALL LIENS, ENCUMBRANCES, TAXES, ASSESSMENTS, IMPROVEMENTS AND APPURTENANCES. The term "sale" will be deemed to include any exchange or trade to which Seller consents.
9. **TERMS.** Seller agrees to the terms of purchase as indicated by "X" below, or with Seller's consent for other terms (check all that apply):
- ☒ CASH
- ☒ NEW MORTGAGE: ☐ Conventional ☐ Other _____
- ☐ SELLER FINANCING: ☐ Land Contract ☐ Purchase Money Mortgage
- Down Payment \$ _____; Interest Rate _____ % per annum;
- Monthly Payment \$ _____; Early payoff (if any) _____ years after close.
- ☐ EQUITY OUT: ☐ Formal Land Contract Assignment OR ☐ Formal Mortgage Assumption

10. **BROKERAGE FEE.** Seller agrees to pay Broker a fee of \$ 0 plus 0 % of the sale price or gross aggregate lease amount, or \$ 0, whichever is greater, due and payable if:
- the Property is sold, leased, or traded by Broker or by Seller or anyone else during the listing period (including sales pursuant to options granted or contracts executed during the listing period);
 - a prospective Buyer ready, willing, and able to purchase the Property on the terms specified or other terms acceptable to Seller is produced by Broker or any licensee or person during the listing period;
 - or the Property is sold or leased within 1 months after expiration of the listing period (including sales or leases pursuant to options granted or contracts executed within that period following expiration) to a buyer or tenant who had been shown the Property during the listing period by Broker or Seller, or any other individual licensed for real estate sales activities under the Michigan Occupational Code (hereafter "licensee") or person, except that this provision will not apply if the Property is sold or leased pursuant to a valid listing agreement entered into with another broker subsequent to the expiration of the listing period of this agreement.

In the event Seller grants an option to purchase the Property during the listing period and that option is not exercised, the listing period will be automatically extended after the expiration of the option for a period of time equal to the unexpired portion of the listing period existing at the time the option was granted. The brokerage fee will be paid promptly after it is earned and in no event later than the closing of the sale of the Property. In the event of litigation involving the brokerage fee relating to this agreement and if the Broker is the prevailing party, the Seller will reimburse the Broker for reasonable attorneys' fees and expenses incurred in connection with any such litigation.

Seller agrees that Broker will share the Brokerage Fee with any cooperating broker who participates in the sale per the following compensation schedule:

Subagent (of the Seller) 3 % of the sale price or a flat fee of \$ _____;

Buyer's Agent 3 % of the sale price or a flat fee of \$ _____;

Transaction Coordinator 0 % of the sale price or a flat fee of \$ _____.

By entering zeroes in the fields above, Seller and Broker agree that no compensation will be offered to a cooperating broker.

An offer might request that the selling fee be higher than the amount being offered above, if any. If Seller agrees to pay the higher amount, the Brokerage Fee will be increased accordingly, but at no time will the Broker be required to accept a lesser fee than the originally agreed upon amount.

The amounts referenced above will not be displayed on the MLS.

Additional Provisions: _____

Broker's fee for services rendered is set by the broker.

BROKER COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE.

11. **INQUIRIES.** Seller will refer to Broker all inquiries about the Property received during the listing period.
12. **TITLE.** In the event of sale, Seller will convey, or agree in writing to convey by warranty deed, marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. A **Standard/Basic** ALTA Homeowner's Policy of Title Insurance in the amount of the purchase price will be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report.
13. **POSSESSION & OCCUPANCY.** Possession to be delivered to Buyer upon the completion of the closing of the sale. Seller will request the privilege to occupy the Property:
 - ☒ until completion of the closing of the sale.
 - ☐ until and including the _____ day after the completion of the closing of the sale, unless otherwise agreed in an executed purchase agreement. Seller may be asked by a Buyer to pay a fee for Seller's occupancy past the completion of the closing of the sale.
 Occupancy subject to rights of present tenants, if any.
14. **MARKETING.** Broker is authorized to market Property through any media, and to record and/or display interior and/or exterior images. Seller consents to the placement of video and/or still images of Property on the Internet and other forms of media. Seller acknowledges that Broker has limited control over third-party marketing of Property. Broker is also authorized to place a "For Sale" sign on Property and to remove all other "For Sale" signs, if any. Broker is authorized to have access to Property and all parts thereof for the purposes of showing same at reasonable hours.
 Broker ☐ is ☐ is not authorized to use a(n) ☐ electronic ☐ key ☐ combination key box on the Property.
15. **AUTHORIZATION TO ORDER SERVICES.** If Seller requests Broker to procure any services on behalf of Seller, then Seller agrees that Broker will make those contacts solely for Seller's convenience, and Seller agrees to be responsible to select the service provider(s), retain and pay the provider(s), and review the results of the services and documents that result from those contacts. Broker will not have any liability to Seller for making any referral for any service provider(s).
16. **SUBMISSION OF OFFERS.** Seller agrees that all offers and counter offers ☒ will ☐ will not continue to be submitted until closing. Seller further agrees that this shall not obligate Broker to continue to market the Property after an offer has been accepted by Seller.
17. **NON-DISCRIMINATION.** The parties acknowledge that discrimination on the part of a real estate broker, real estate licensee, seller or lessor because of religion, race, color, national origin, age, sex, marital status, height, weight, physical or mental disability, or familial status is prohibited by law.
 Seller is advised that the receipt and consideration of information contained in a letter from the Buyer accompanying an offer to purchase may result in a violation of Federal or State Fair Housing Laws. **Seller directs the Broker that letters from the Buyer WILL NOT be presented with any offer to purchase.**
18. **MODIFICATIONS.** This contract can be modified or amended only if Broker and Seller agree in writing.
19. **DISCLOSURE OF INFORMATION.** Sellers acknowledge and agree that the price, terms, and other details with respect to the (closed) sale of this Property are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.
 Optional (check if applicable): ☒ As the Seller, I request that "Agent for Owner" appear in the owner's name field on the MLS.
20. **INDEMNIFICATION.** Seller will indemnify and defend Broker, Broker's licensees, subagents, and other cooperating Brokers and licensees, against and hold them harmless from any claim, suit, liability, damage or expense arising out of any showing of the Property and based, in whole or in part, on the condition of the Property and/or the improvements thereon, but excluding claims based on the intentional or negligent acts or omissions of the Broker, Broker's licensees, subagents, and other cooperating Brokers and licensees.
21. **CONSENT TO FEES.** Seller acknowledges that Broker may be offered placement fees, finder's fees, or other consideration from service providers who become involved in the sale of the Property. Seller grants Broker permission to receive such fees and/or consideration. It is acknowledged that such fees or considerations may require compliance with RESPA (Real Estate Settlement Procedures Act).
22. **BROKER'S REMEDIES.** In the event Seller terminates this Agreement before the Expiration Date, Seller agrees to reimburse Broker for any expenses incurred in connection with Property, including, but not limited to, advertising costs, title commitment fees, attorney fees, surveys authorized by Seller, or any other expenses incurred by Broker regarding Property. Broker will provide a list of all such expenses to Seller within five (5) days after Seller provides written notification of termination. Seller will pay Broker's expenses within ten (10) days after Seller's receipt of Broker's itemized list of expenses. The foregoing will neither limit, nor constitute a waiver, of any right or remedy of Broker under this Agreement or applicable law and will be in addition to any claims or damages to which Broker may be entitled, including, but not limited to, a claim for a brokerage fee under this Agreement.
23. **CITIZENSHIP.** Seller is a United States Citizen: (please check one) ☒ Yes ☐ No. If Seller is not a U.S. Citizen, there may be tax implications and Seller is advised to seek professional advice.

