



EXCLUSIVE LISTING AGREEMENT
(RIGHT TO SELL, LEASE, OR RENT REAL ESTATE)
(Broker Representation of Owner/Seller Contract)



When Computing Time and Providing Notices Under This Agreement: "Day(s)" means calendar days (Sunday-Saturday). A day begins at 12:00 AM and ends at 11:59 PM.

Notice: Any notice that is required under the provisions of this Agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of fulfilling the terms of this Agreement shall be the SELLER or BUYER or their respective agents.

1. **THIS AGREEMENT** ("Agreement") is entered into by and between prospective **OWNER/SELLER(S)** Michelle R. Boelling hereafter called "Owner/Seller" and **(Brokerage/Firm)** United Country Hawkeye Real Estate

OWNER/SELLER'S BROKER, hereinafter called "Broker" or "Agent". The term "Broker" shall also 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 terms "sell" and "sale" shall include sell, lease, rent, exchange or option. Owner/Seller or Owner/Seller's duly authorized agent whose signature appears below, hereby grants to the undersigned **Broker**, the exclusive right to ☒ **sell** ☐ **rent** ☐ **lease** for an irrevocable period beginning the 26 day of November, 20 25 and ending at 11:59 PM the 26 day of May, 20 26 (the "Exclusive Period") the following property or until Broker decides to terminate this Agreement, or Owner/Seller terminates the agreement for cause. Before terminating for cause, Owner/Seller must notify the Broker in writing on the contractual deficiency in the Agreement and provide Broker 72 hours to satisfactorily resolve the issue before the termination is valid.

2. **THE REAL PROPERTY** ("Property") located in Lucas County, Iowa, legally described as See Addendum #1 - Legal Description Addendum

Address: 33845 570th Street, Chariton, IA 50049

Other (Parking, Storage Areas, etc.): _____

3. **INCLUDED PROPERTY:** All property, including keys, alarms and garage door remotes, opener, and control(s), shall be delivered to BUYER at possession or closing, whichever occurs first. All fixtures presently installed including, but not limited to: wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors (including bathroom), shelving, shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener (if owned), automatic heating equipment, fireplace equipment including screens and grates, fuel/propane tank (if owned), air conditioning equipment (including window), door chimes, alarm devices, built-in items and electrical service, cable/fencing (including underground), other attached fixtures, radio and/or attached TV receiving equipment (including tv mounts), whole house speakers (including surface mounted), trees, bushes, shrubs, plants, appurtenant structures or equipment and storage buildings are included in this Agreement. **OTHER ITEMS EITHER INCLUDED OR EXCLUDED (SPECIFY):** _____

Notice: Items marked "included" are intended to remain with the Property after sale. However, included items may be negotiable between Buyer and Owner/Seller, and requested items should be in writing as either included or excluded in any Offer to Buy/Purchase Agreement. The Offer to Buy/Purchase shall be the final terms of any agreement.

4. **LIST PRICE** to be \$ 420,000 on the following terms:

Loan Type: ☐ **CONVENTIONAL** ☐ **ARM** ☐ **FHA** ☐ **RD** ☐ **VA** ☐ **CASH OFFER**

☐ **OTHER:** _____

SHOWINGS beginning no sooner than list date, **POSSESSION** will be given no sooner than closing date

5. **LISTING BROKER SERVICE FEE.** Owner/Seller will pay to the Listing Broker a **Listing Broker Service Fee** of \$ _____ or 3.5 % percent of the gross sales price, or \$ _____ or _____ % percent of gross 12-month lease, whichever is greater for listing services provided. The **Listing Broker Service Fee** shall be payable in cash in the county in this state where Broker's principal office is located, at the time of the transaction settlement. Owner/Seller authorizes Broker or other escrow agent to pay Broker from Owner/Seller's proceeds of the sale.

6. **BUYER BROKERAGE REPRESENTATION FEE.** Owner/Seller agrees to pay Buyer's Brokerage up to \$ _____ or 3.5 % of gross sale price. The buyer brokerage representation fee is paid in addition to the listing brokerage service fee. Seller agrees to give the listing Broker permission to advertise and/or communicate to Buyer or Buyer's brokerage that Buyer's brokerage compensation will be considered with an offer.

There shall be no mention of compensation on any Multiple Listing Service (MLS), nor shall compensation be included in any document uploaded to the MLS or an MLS adjacent service.

Compensation is a negotiable element of a real estate transaction. If compensation for Buyer's Brokerage is less than the fee or percent of gross sale price in Section Six (6), the remaining difference shall go to the Owner/Seller.

Broker fees are not fixed, controlled, recommended, suggested, or maintained by any Association of REALTORS, any listing service, or set by law.

7. **SCOPE OF LISTING BROKER SERVICE FEE.** Broker shall be paid the Listing Broker Service Fee if:

- a. Owner/Seller or anyone else sells, exchanges, leases, rents or otherwise transfers the Property during the Exclusive Period at any price or on any terms; or:
- b. Broker procures a Buyer during the Exclusive Period ready, willing and able to purchase at the above price and terms, or on any other price and terms agreeable to Owner/Seller; or:
- c. The Property is sold, transferred, leased, rented, or exchanged, by any person, within 60 days after the end of the Exclusive Period (the Protection Period), to any person, firm or corporation, to whom Broker or any person representing Broker has a causal connection and presented for sale this Property during the Exclusive Period, if Broker supplies Owner/Seller with a list of names and contact information of persons at or before the end of the Exclusive Period.
- d. Owner/Seller prevents the sale of this Property by any adverse action, including, but not limited to attempting to cancel this Agreement without cause. Owner/Seller agrees to locate abstract or assist Buyer in obtaining title insurance and a good, marketable title.
- e. In the event an offer is accepted on this Property during the term of this Agreement or any protection period thereafter, all parties agree the terms and conditions of the Agreement will be extended to cover and accommodate final settlement, document recording, and administrative tasks to facilitate the transaction.

8. **DUAL AGENCY.** Owner/Seller acknowledges that dual agency may arise in the event that Broker represents Buyer in the transaction and is interested in the property offered by Owner/Seller. Broker shall obtain the written consent of Owner/Seller and Buyer disclosing the Broker's status as a dual agent.

9. **ADVERTISING.** Broker is given permission to: Advertise this Property via any reasonable means, including display of interior photographs in print and online; place a for-sale sign thereon; remove all other for-sale signs; place a lock box thereon; show the Property at all reasonable times; show other property and provide comparative data to prospective buyers; recommend property inspections at buyer's expense. Utilize best efforts to sell the Property. Exceptions to the list stated above: NA

Broker ☐ may / ☐ may not disclose the reason for selling: NA

Multiple Listing Service: In order to be in compliance with the NAR model rules the listing broker must submit the listing, Property Data, all marketing information, including utility and tax information both before and after closing, to the MLS within the specified submission timelines upon obtaining all necessary signatures by the Owner/Seller.

Independent Advertising: If Owner/Seller advertises on their own, Brokerage name and number shall not be on any marketing or advertising, unless the Brokerage has approved and provided written consent to Owner/Seller. Owner/Seller shall inform brokerage of any form of independent advertising.

10. **OWNER/SELLER INQUIRIES.** Owner/Seller agrees to refer to Broker all inquiries from any person received during the Exclusive Period. Owner/Seller agrees to provide the Broker access to the Property at all reasonable times and agrees to assist in marketing the Property. Owner/Seller authorizes the Broker to release any mortgage, credit, or loan information which may be necessary or useful to promote and complete the sale of the Property.

11. **RENTAL LIMITATIONS.** If the Property is being offered for sale, Owner/Seller agrees that this Property will not be rented during the term of this Agreement, unless the lease specifically provides that the Property may be shown upon NA hours notice to the tenant during reasonable hours and that possession shall be given to a buyer within NA days of accepted offer.

Is this Property being sold subject to tenants' rights? ☐ yes / ☒ no. If yes, provide lease(s) and/or rental agreement(s) to Broker, this information is intended to and shall remain private and will only be shared with the Broker.

12. **EARNEST MONEY.** Broker may: accept earnest money deposits; hold earnest money checks until both Buyer and Owner/Seller have executed a sales agreement; deposit earnest money in Broker's trust account; hold earnest money until the transaction has been consummated or otherwise terminated; require written releases from all parties before releasing trust funds. If a Buyer deposits earnest money and thereafter defaults, the balance of the earnest money shall be paid to Owner/Seller.
13. **OWNER/SELLER REPRESENTATION OF PROPERTY.** Owner/Seller agrees to complete and accurately describe all items required by a Sellers Disclosure of Property Condition form which satisfies the requirements of Chapter 558A of the Code of Iowa and to advise the Broker of any structural or other defects known in the Property which a reasonable inspection could not discover. The Owner/Seller further warrants they have utilized the statutorily imposed duty of care in completing form and all information disclosed will be correct and agrees to indemnify and hold harmless the broker from any and all loss, damage or expense to which Broker may be subject in connection with any actual or alleged failure to make adequate disclosures by Owner/Seller, including reasonable attorney fees and costs. The Owner/Seller acknowledges that the Broker has a legal duty to disclose to all parties any material adverse facts which the Broker has actual knowledge and which a reasonable inspection by the proposed Buyer would not reveal. Owner/Seller also agrees to complete a Lead Based Paint Disclosure if the Property was built before January 1, 1978, as obligated under Federal or State Laws.
14. **HAZARDOUS MATERIALS AND DEFECTS.** Owner/Seller represents that there are no known hazardous materials or contaminations of any kind, nor any known defects, structural or otherwise, in, on or about the Property, except NA
(If none, so state)
15. **INDEMNIFICATION.** Owner/Seller agree to indemnify and hold Broker and Brokers' affiliate companies, employees, officers, and agents (Indemnified Parties) harmless from any and all loss, damage or expense including claims or demands arising out of any physical injury or property damage to any prospective buyer, buyer's agent, property inspector, or any other third-party, while on or viewing the property, including any court, arbitration, or mediation expenses, reasonable attorneys' fees and expenses incurred by the Indemnified Parties, except to the extent it is judicially determined that the Claim was solely caused by Broker's negligence or willful misconduct. Owner/Seller's indemnification obligations shall survive termination of this Agreement; shall continue until the Claim is finally adjudicated; and shall not negate, abridge or reduce any other rights of the persons described herein with respect to indemnity.
16. **REMEDIES OF THE PARTIES.** If Broker successfully defends any court action brought against Broker by Owner/Seller, Owner/Seller agrees to pay all reasonable attorney fees and costs, including expert/consultant, court, and judgment execution costs, expended by Broker. Any attorney fees acquired by the Broker as a result of litigation or enforcement of the contract related to this agreement shall be paid by the Owner/Seller. This Agreement and any contract arising there from, shall be interpreted, governed and construed pursuant to the laws of the State of Iowa and the parties consent that the Iowa District Court in the County where the Property is located shall be the forum and jurisdiction in which to bring any cause of action arising out of or under this Agreement, with all claims heard by a judge, and not a jury. **All Parties knowingly, willingly, and voluntarily waive all right to trial by a jury in any action between the parties.**
17. **RELEASE OF INFORMATION.** Owner/Seller authorizes lender(s), contract holder(s), homeowners associations, and utility companies to provide Broker with any and all information regarding the Property. Owner/Seller will locate the abstract for the Property.
18. **BROKERAGE SERVICES ONLY.** 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. **Owner/Seller is hereby advised to seek such other professional advice as may be important to Owner/Seller. The following minimum service shall be provided to Owner/Seller by brokerage:**
- 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.
 - 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.
 - Answer the client's questions relating to brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies.
 - Provide prospective buyers access to listed properties.
 - Review the Brokers' compensation under the brokerage agreement.
19. **REQUEST TO COMPLETE FORM DOCUMENTS AND PERMISSION TO CONTACT.** Owner/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 Broker to contact Owner/Seller.
20. **OBLIGATIONS OF OWNER/SELLER.** In addition to all other obligations of the Owner/Seller provided herein and under the law, and not in limitation thereof, the Owner/Seller shall have sole responsibility for controlling, repairing, and maintaining in

good order and condition the Property so as to allow the Broker, as well as any Buyer or Buyer's agents, to safely access and be on the Property, including for Broker's purposes of staging, marketing, and selling the Property. Such obligations of the Owner/Seller include, but are not limited to:

- a. Proper maintenance and care of the Property.
- b. Making all structural and non-structural additions and repairs to the Property as negotiated or required for completion of a real estate transaction.
- c. Care and maintenance for any lawn, trees, shrubs, bushes, or other vegetation.
- d. Monitoring of utilities, fixtures, or systems at the Property.
- e. Shoveling and clearing of pedestrian and private walkways, sidewalks, driveways, or stairs.
- f. Any picking up or disposal of garbage, debris, Owner/Seller's personal belongings, or other refuse.
- g. Cleaning of the Property, including, but not limited to, vacuuming, washing dishes, taking out trash, dusting, making beds, putting away clothes, cleaning of windows, or wiping and disinfecting surfaces.
- h. Removing and securing Owner/Seller's valuables and hazardous items, including, but not limited to, jewelry, firearms, knives and cutlery, or medication.
- i. Moving or rearrangement of furniture, appliances, or other items.
- j. Maintenance and securing of any pets.
- k. Movement of any Owner/Seller vehicles.
- l. Securing of any attractive nuisance, including, but not limited to, trampolines, pools, or playground equipment.
- m. Securing of any potentially harmful or hazardous condition of the Property and notifying Broker, as well as any prospective Buyer, Buyer's agent, or any other third person, of the condition.
- n. Ensuring all facilities, appliances, and mechanical elements of the Property are in safe working condition.
- o. 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.
- p. Promptly notifying Broker of any matter related to the Property that is contrary to the requirements set forth above.
- q. Providing contact information for any third party to whom Owner/Seller has delegated any of the above duties, provided that delegation shall not relieve Owner/Seller of its obligations to perform the particular duty.

21. SURVEILLANCE DEVICE. Owner/Seller(s) may disclose the presence of any recording devices that may be used during a showing or open house. Broker may disclose the presence of any recording devices on property.

- a. Owner/Seller has audio and/or video surveillance capabilities on the property.

☐ yes / ☒ no

- b. Owner/Seller agrees to conspicuously post notification of audio and/or video capabilities at property.

☐ yes / ☒ no

22. COMMUNICATION OF AGREEMENT. A facsimile transmission, an emailed or electronically scanned document or a signed copy hereof, as well as any addendums to this Agreement shall constitute a binding agreement. The parties agree to confirm this Agreement by mail, personal delivery, or email of the original signed agreement between the parties.

23. CLOSING REPRESENTATIVE. A closing representative may be appointed to provide settlement services, closing services and title services. Parties in a transaction are not required to use the same service provider. They may choose their own settlement, closing and title services provider and be charged for the services they provide.

24. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties relating to Broker's representation of Owner/Seller, and supersedes any prior listing agreement, whether oral or written. This Agreement shall be binding upon the heirs, assigns, executors, and administrators of the parties and only agreements noted herein, shall be binding upon the parties.

25. FAIR HOUSING. It is illegal for either the Owner/Seller or the Broker to refuse to display or sell to any person because of membership in a protective class, e.g.: race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability or family status or any other class protected by Fair Housing Laws. If this form is used for an Illinois transaction: it includes ancestry, age, marital status, pregnancy, military status, arrest record, and any other class protected by Article 3 of the Illinois Human Rights Act.

26. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision(s) is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provisions or section is invalid or unenforceable, thus, limiting the effect of another provisions or section. In such case, the affected provisions or section shall be enforced as so limited.

235 27. **LEGAL SIGNATURE.** This Agreement may be executed and delivered by any party herein by sending a facsimile of the
236 signature or by a legally recognized digital or electronic signature. Such legal signature shall be binding on the party so executing it
237 upon receipt of signature by the other party.
238

239
240 **THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT WITH THE**
241 **ATTORNEY OF YOUR CHOICE. RECEIPT OF A COPY OF THIS AGREEMENT IS**
242 **ACKNOWLEDGED BY OWNER/SELLER.**
243

244 Executed this 12 day of November, 20 25 at _____ ☐ a.m. ☐ p.m.
245

246 BROKER: I agree to render services to Owner/Seller on the terms
247 agreement and conditions stated above.
248

OWNERS/SELLERS): I (We) have read and understand this
and agree to the terms and conditions stated above.

249 United Country Hawkeye Real Estate
250 NAME OF BROKERAGE OR FIRM
251

Michelle Boelling
OWNER/SELLER

252 By: 
253 AFFILIATED LICENSEE
254

OWNER/SELLER

255 1010 South Clinton Street, Albia, IA 52531
256 ADDRESS
257

33845 570th Street, Chariton, IA 50049
ADDRESS

258 (641) 932-7796
259 TELEPHONE
260

(515) 480-1107
TELEPHONE

261 Copyright © 09/2024 Iowa Association of REALTORS®

Addendum #1

Legal Description Addendum

38 +/- Acres, Home & Outbuildings described as: Lots 1, 2, 3, 4, 5, 6, 7 and 8 in the Southeast Quarter of the Southeast Quarter of Section 1, Townshp 73 North, Range 20 West of the 5th P.M. in Lucas County, Iowa, subject to easements of record and applicable zoning ordinances.

Michelle Boelling
Michelle R. Boelling

11/12/2025
Date Signed



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) United Country Hawkeye Real Estate, 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:**

NA

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.

Michelle R. Boelling

Print name of Seller

Print name of Prospective Buyer

Signed by:
M Boelling

11/12/2025

Signature of Seller

Date

Signature of Prospective Buyer

Date

Print name of Seller

Print name of Prospective Buyer

Signature of Seller

Date

Signature of Prospective Buyer

Date

DocuSigned by:
Nate Ammons

For Sellers Brokerage

For Buyers Brokerage



DUAL AGENCY POTENTIAL/CONSENT AGREEMENT

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



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) United Country Hawkeye Real Estate, hereinafter called "Broker," and

Owner(s) (print name per title) Michelle R. Boelling, 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 Buyer's 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 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 the scope of their real estate license. **In providing said services, Broker shall do all of the following:**

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.

C. DUAL AGENCY POTENTIAL

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 _____ **Date:** _____

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: 33845 570th Street, Chariton, IA 50049 Listing Agent: Nate Ammons

Owner(s) (per title): Michelle R. Boelling 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 MB (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.

Michelle Boelling 11/12/2025
Seller Time & Date

Buyer Time & Date

Seller Time & Date

Buyer Time & Date

Listing licensee (for Broker) Time & Date

Selling licensee (for Broker) Time & Date



SELLER DISCLOSURE OF PROPERTY CONDITION

(To be delivered prior to buyer making offer to Buy Real Estate)



Property Owner(s) & Address:

Michelle R. Boelling

33845 570th Street, Chariton, IA 50049

Purpose of Disclosure: Completion of Section I this form is required under Chapter 558A of the Iowa code which mandates the Seller(s) disclose condition and information about the property, unless exempt:

Exempt Properties: Properties exempted from the Seller's disclosure requirement include (IA Code 558A): Bare ground; property containing 5 or more dwellings units; court ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclosed properties; transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. This exemption shall not apply to a transfer of real estate in which the fiduciary is a living natural person and was an occupant in possession of the real estate at any time within the twelve consecutive months immediately preceding the date of transfer; between joint tenants, or tenants in common; to or from any governmental division; quit claim deeds; intra family transfers; between divorcing spouses; commercial or agricultural property which has no dwellings. Seller(s) certifies that the property is exempt from the requirement(s) of Iowa Code 558A because one of the above exemptions apply.

If claiming an exemption, sign here and stop.

Seller

Date

Seller

Date

Buyer

Date

Buyer

Date

Instructions to the Seller: (1) Complete this form yourself. (2) Report known conditions materially affecting the property and utilize ordinary care in obtaining the information. (3) Provide information in good faith and make a reasonable effort to ascertain the required information. (4) Additional pages or reports may be attached. (5) If some items do not apply to your property, write "NA" (not applicable). (6) All approximations must be identified "AP". If you do not know the facts, write or check UNKNOWN. (7) Keep a copy of this statement.

Seller's Disclosure Statement: Seller discloses the following information regarding the property and certifies this information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes Agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any inspection or warranty the purchaser may wish to obtain. The following are representations made by Seller and are not by any Agent acting on behalf of the Seller. **The Agent has no independent knowledge of the condition of the property except that which is written on this form. Seller advises Buyer to obtain independent inspections relevant to Buyer.**

Seller initials

Buyer initials

I. Property Conditions, Improvements and Additional Information: (Section I is Mandatory)

EACH AND EVERY LINE MUST BE ADDRESSED AND MARKED

1. **Basement/Foundation:** Has there been known water or other problems? Yes ☐ No ☐ Unknown ☒

1A. If yes, please explain:

2. **Roof:** Any known problems? Yes ☐ No ☐ Unknown ☒

2A. Type

2B. Date of repairs/replacement (If any)

Describe:

3. **Well and pump:** Any known problems? Yes ☐ No ☐ Unknown ☒

3A. Type of well (depth/diameter), age and date of repair:

- 3B. Has the water been tested? Yes ☐ No ☐ Unknown ☒
- 3C. If yes, date of last report/results: _____
4. **Septic tanks/drain fields:** Any known problems? Yes ☒ No ☐ Unknown ☐
 Location of tank Front of House Age _____ Unknown ☒
 Has the system been pumped and inspected within the last 2 years?
 Yes ☐ No ☐ Unknown ☐
 Date of inspection _____ Date tank last cleaned/pumped _____ N/A ☐
5. **Sewer:** Any known problems? Yes ☒ No ☐ Unknown ☐
 5A. Any known repairs/replacement? Yes ☐ No ☐ Unknown ☒
 5B. Date of repairs _____
6. **Heating system(s):** Any known problems? Yes ☒ No ☐
 6A. Any known repairs/replacement? Yes ☒ No ☐
 6B. Date of repairs New furnace installed 11/24/25
7. **Central Cooling system(s):** Any known problems? Yes ☐ No ☒
 7A. Any known repairs/replacement? Yes ☐ No ☒
 7B. Date of repairs _____
8. **Plumbing system(s):** Any known problems? Yes ☐ No ☒
 8A. Any known repairs/replacement? Yes ☐ No ☒
 8B. Date of repairs _____
9. **Electrical system(s):** Any known problems? Yes ☐ No ☒
 9A. Any known repairs/replacement? Yes ☐ No ☒
 9B. Date of repairs _____
10. **Pest Infestation:** (wood-destroying insects, bats, snakes, rodents, destructive/troublesome animals, etc.)
 10A. Any known problems? Yes ☐ No ☐ Unknown ☒
 Date of treatment _____
 10B. Previous Infestation/Structural Damage? Yes ☐ No ☐ Unknown ☒
 Date of repairs _____
11. **Asbestos:** Is asbestos present in any form in the property? Yes ☐ No ☐ Unknown ☒
 11A. If yes, explain: _____
12. **Radon:** Any known tests for the presence of radon gas? Yes ☐ No ☒
 12A. If yes, test results? _____ Date of last report _____
13. **Lead Based Paint:** Known to be present or has the property been tested for the presence of lead based paint?
 Yes ☐ No ☐ Unknown ☒
 13A. Provide lead based paint disclosure.

14. **Any known encroachments, easements, "common areas"** (facilities like pools, tennis courts, walkways or other areas co-owned with others), zoning matters, nonconforming uses, or a Homeowners Association which has any authority over the property? Yes ☐ No ☒ Unknown ☐

15. Features of the property known to be shared in common with adjoining landowners, such as walls, fences, roads and driveways whose use or maintenance responsibility may have an effect on the property?
 Yes ☐ No ☒ Unknown ☐
16. Structural Damage: Any known structural damage? Yes ☐ No ☐ Unknown ☒
17. Physical Problems: Any known settling, flooding, drainage or grading problems? Yes ☐ No ☐ Unknown ☒
18. Is the property located in a flood plain? Yes ☐ No ☐ Unknown ☒
 18A. If yes, flood plain designation _____
19. Do you know the zoning classification of this property? Yes ☐ No ☐ Unknown ☒
 What is the zoning? _____
20. Covenants: Is the property subject to restrictive covenants? Yes ☐ No ☐ Unknown ☒
 If yes, attach a copy OR state where a true, current copy of the covenants can be obtained:
☐ On file at County Recorder's office or: _____

You **MUST** explain any "Yes" responses above (Attach additional sheets if necessary):
Septic System
Heating System New Furnace installed 11/24/2025

Seller initials NB Buyer initials _____

II. Appliances/Systems/Services (Note: Section II is for the convenience of Buyer/Seller and is not mandatory):

Notice: Items marked "included" are intended to remain with the property after sale. However, included items may be negotiable between Buyer and Seller, and requested items should be in writing as either included or excluded in any Offer to Buy/Purchase Agreement. The Offer to Buy/Purchase Agreement shall be the final terms of any agreement.

	Working?					Working?			
	Included	Yes	No	OR N/A		Included	Yes	No	OR N/A
Range/Oven	☒	☐	☐	☐	Lawn Sprinkler System		☐	☐	☒
Dishwasher	☒	☐	☐	☐	Solar Heating System	☐	☐	☐	☒
Refrigerator	☒	☐	☐	☐	Pool Heater, Wall		☐	☐	☒
Hood/Fan	☒	☐	☐	☐	liner & equipment	☐	☐	☐	☒
Disposal	☒	☐	☐	☐	Well & Pump		☐	☐	☒
TV receiving				☒	Smoke Alarm	☐	☐	☐	☒
Equipment	☐	☐	☐	☒	Septic Tank &				
Sump Pump	☐	☐	☐	☒	Drain field		☐	☐	☐
Alarm System	☐	☐	☐	☒	City Water System		☒	☐	☐
Central AC	☒	☐	☐	☐	City Sewer System		☒	☐	☒
Window AC	☐	☐	☐	☒	Plumbing System		☒	☐	☐
Central Vacuum				☒	Central Heating System		☒	☐	☐
Gas Grill	☐	☐	☐	☒	Water Heater		☒	☐	☐
Attic Fan	☐	☐	☐	☒	Windows		☒	☐	☐
Intercom				☒	Fireplace/Chimney	☒	☐	☐	☐
Microwave	☒	☐	☐	☐	Wood Burning System	☒	☐	☐	☐
Trash Compactor	☐	☐	☐	☒	Furnace Humidifier	☐	☐	☐	☒
Ceiling Fan	☒	☐	☐	☐	Sauna/Hot tub	☐	☐	☐	☒
Water Softener/				☒	Locks and Keys	☒	☐	☐	☐
Conditioner	☐	☐	☐	☒	Dryer	☒	☐	☐	☐
LP Tanks	☒	☐	☐	☐	Washer	☒	☐	☐	☐
Keys & Locks	☒	☐	☐	☐	Storage Shed	☒	☐	☐	☐
Swing Set	☐	☐	☐	☐	Underground				
Basketball Hoop	☐	☐	☐	☒	"Pet fence"	☐	☐	☐	☒
Boat Hoist	☐	☐	☐	☒	Boat Dock	☐	☐	☐	☒
Pet Collars	☐	☐	☐	☒					
Garage door opener	☒	☐	☐	☐					

of collars _____
 # of remotes 2

Exceptions/Explanations for "NO" responses above: _____

ALL HOUSEHOLD APPLIANCES ARE NOT UNDER WARRANTY BEYOND DATE OF CLOSING.
Warranties may be available for purchase from independent warranty companies.

Seller initials MB Buyer initials _____

III. Additional Non-Mandatory Requested Items: Are you as the Seller aware of any of the following:

1. Any significant structural modification or alteration to property? Yes ☐ No ☐ Unknown ☒ Please explain: _____
 2. Has there been a property/casualty loss over \$5,000, an insurance claim over \$5,000, OR major damage to the property from fire, wind, hail, flood(s) or other conditions? Yes ☐ No ☒ Unknown ☐ If yes, has the damage been repaired/replaced? Yes ☐ No ☐
 3. Are there any known current, preliminary, proposed or future assessments by any governing body or owner's association of which you have knowledge? Yes ☐ No ☒ Unknown ☐
 4. Mold: Does property contain toxic mold that adversely affects the property or occupants? Yes ☐ No ☐ Unknown ☒
 5. Private burial grounds: Does property contain any private burial ground? Yes ☐ No ☐ Unknown ☒
 6. Neighborhood or Stigmatizing conditions or problems affecting this property? Yes ☐ No ☐ Unknown ☒
 7. Energy Efficiency Testing: Has the property been tested for energy efficiency? Yes ☐ No ☐ Unknown ☒ If yes, what were the test results? _____
 8. Attic Insulation: Type _____ Unknown ☒ Amount _____ Unknown ☒
 9. Are you aware of any area environmental concerns? Yes ☐ No ☐ Unknown ☒ If yes, please explain: _____
 10. Are you related to the listing agent? Yes ☐ No ☒ If yes, how? _____
 11. Where survey of property may be found: Lucas County Tower
 12. Wind Farms: Is the subject property encumbered by certain Wind Energy rights? Yes ☐ No ☒ If yes, rights by: Lease ☐ , Easement ☐ , Other ☐ Define Other: _____
 Wind Farm Company, Owner: _____
- If the answer to any item is yes, please explain. Attach additional sheets, if necessary:** _____
- _____
- _____
- _____

13. Repairs: Any repair(s) to property not so noted: (Date of repairs, Name of repair company if utilized.) (Note: Repairs are not normal maintenance items) (Attach additional sheets, if necessary) _____

IV. Radon Fact Sheet & Form Acknowledgement

Seller acknowledges that Buyer be provided with and the Buyer acknowledges receipt of the "Iowa Radon Home-Buyers and Sellers Fact Sheet", prepared by the Iowa Department of Public Health.

Seller

Michelle Pelling

Seller

Date

11/12/2025

Seller has owned the property since *12/2005* (date). Seller has indicated above the history and condition of all the items based solely on the information known or reasonably available to the Seller(s). If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold Broker liable for any representations not directly made by Broker or Broker's affiliated licensees (brokers and salespersons). **Seller hereby acknowledges Seller has retained a copy of this statement.**

Buyer hereby acknowledges receipt of a copy of this statement. This statement is not intended to be a warranty or to substitute for any inspection the buyer(s) may wish to obtain.

Buyer

Buyer

Date



**Hawkeye
Farm Mgmt &
Real Estate**



BUYER'S INSPECTION ADVISORY

Property Address: 33845 570th Street, Chariton, IA 50049 ("Property").

- A. IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokerage/Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
- B. BUYER RIGHTS AND DUTIES:** You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement may give you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is a way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You may have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you may have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.
- C. SELLER RIGHTS AND DUTIES:** Seller is required to disclose to you required information under the Iowa Code. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or inspectors during escrow. The purchase agreement may obligate Seller to make the Property available to you for investigations or inspections.
- D. BROKERAGE OBLIGATIONS:** Real estate licensees must disclose Material Adverse Facts that may affect the value, structural integrity or present a significant health risk to the purchasers of Property. Real estate licensees may not have expertise in any areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERAGE/BROKERS.**
- E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:**
- 1. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa, other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property. (Structural engineers are suited to determine possible design or constructions defects, and whether improvements are structurally sound.)
 - 2. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokerage/Brokers. Fences, hedges, walls retaining walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appraisers, architects, surveyors and civil engineers are suited to determine square footage, dimensions and boundaries of the Property.)
 - 3. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection. Inspection reports covering these items often times may be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. A registered structural pest control company is suited to perform these inspections.
 - 4. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage. (Geotechnical engineers are suited to determine such conditions, causes and remedies.)
 - 5. ROOF:** Present condition, age, leaks, and remaining useful life. (Roofing contractors are suited to determine these conditions.)

Buyer's Initials () () Seller's Initials (MB) ()

Property Address: 33845 570th Street, Chariton, IA 50049

("Property").

6. **POOL/SPA:** Cracks, leaks or operational problems. (Pool contractors are suited to determine these conditions.)
7. **WASTE DISPOSAL:** Type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
8. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS:** Water and utility availability, use restrictions and costs. Water adequacy, condition, and performance of well systems and components.
9. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants). (For more information on these items, you may consult an appropriate professional.)
10. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood. (A Geologist or Geotechnical Engineer is suited to provide information on these conditions.)
11. **FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including removal of loan and inspection contingencies. (An insurance agent is suited to provide information on these conditions.)
12. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. (Such information is available from appropriate governmental agencies and private information providers. Brokers are not qualified to review or interpret any such information.)
13. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants; and the right of a landlord to terminate tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements. (Government agencies can provide information about these restrictions and other requirements.)
14. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. (Local government agencies can provide information about these restrictions and other requirements.)
15. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise, or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional materials; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a copy of the Advisory. Buyer is encouraged to read it carefully.

Buyer Signature

Date

Michelle Boelling

11/12/2025

Seller Signature

Date

Buyer Signature

Date

Seller Signature

Date

© Copyright 10/2007 Iowa Association of REALTORS®