

**WORKING WITH A REAL ESTATE BROKER****\*\*THIS IS NOT A LEGALLY BINDING CONTRACT\*\*****GENERAL**

Before you begin working with any real estate agent, you should know whom the agent represents in the transaction. Mississippi real estate licensees are required to disclose which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships. Several types of relationships are possible, and you should understand these at the time a broker or salesperson provides specific assistance to you in a real estate transaction. The purpose of this Agency Disclosure form is to document an acknowledgement that the consumer has been informed of various agency relationships which are available in a real estate transaction. For the purposes of this disclosure, the term Seller and/or Buyer will also include those other acts specified in Section 73-35-3(1), of the Miss. Code, "...list, sell, purchase, exchange, rent, lease, manage, or auction any real estate, or the improvements thereon including options."

**SELLER'S AGENT**

A property Seller can execute a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the Seller in securing a Buyer. A licensee who is engaged by and acts as the agent of the Seller only, is a Seller's Agent. A Seller's agent has the following duties and obligations:

- **To the Seller:** The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting, and the duty to use skill, care, and diligence.
- **To the Buyer and Seller:** A duty of honesty and fair dealing.

**BUYER'S AGENT**

A Buyer may contract with an agent or firm to represent him/her. A licensee who is engaged in a Buyer Agency Agreement as the agent of the Buyer only is known as the Buyer's Agent in purchasing a property. A Buyer's Agent has the following duties and obligations:

- **To the Buyer:** The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting, and the duty to use skill, care, and diligence.
- **To the Seller and Buyer:** A duty of honesty and fair dealing.

**DISCLOSED DUAL AGENT**

A real estate licensee or firm may represent more than one party in the same transaction. A Disclosed Dual Agent is a licensee who, with the informed written consent of the Seller and Buyer, is engaged as an agent for both the Seller and Buyer. As a Disclosed Dual Agent, the licensee shall not represent the interests of one party to the exclusion or detriment of the interests of the other party. A Disclosed Dual Agent has all the fiduciary duties to the Seller and Buyer that a Seller's agent or a Buyer's agent has except the duties of full disclosure and undivided loyalty.

➤ **A Disclosed Dual Agent may not disclose:**

- a) To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller.
- b) To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer.
- c) The motivation of any party for selling, buying, or leasing a property, unless otherwise instructed in writing by the respective party, or
- d) That a Seller or Buyer will agree to financing terms other than those offered, unless otherwise instructed in writing by the respective party.

**IMPORTANT NOTICE: UNREPRESENTED "CUSTOMER"**

"Customer" shall mean a person not represented in a real estate transaction. It may be the Buyer, Seller, Landlord or Tenant. A Buyer may decide to work with a firm that is acting as the agent for a Seller (a Seller's Agent or Subagent). If a Buyer does not enter into a Buyer Agency Agreement with the firm that shows him properties, that firm and its agents may show the Buyer properties as a Seller's Agent or as a Subagent working on the Seller's behalf. Such a firm represents the Seller (not the Buyer) and must disclose that fact to the Buyer. Regarding the price and terms of an offer, the Seller's Agent will ask you (the Customer) to decide how much to offer for the property and upon what conditions. They can explain your options to you, but the final decision is yours, as they cannot give you legal or financial advice. They will attempt to show you property in the price range and category you desire so that you will have information on which to base your decision. The Seller's Agent will present to the Seller any written offer that you ask them to present. You should not disclose any information that you do not want the Seller to know (i.e. the price you are willing to pay, other terms you are willing to accept, and your motivation for buying) because the Seller's Agent would be required to tell all such information to the Seller. As a Customer dealing with a Seller's Agent, you might desire to obtain the representation of an attorney, another real estate licensee, or both.

**THIS IS NOT A CONTRACT, THIS IS AN ACKNOWLEDGEMENT OF DISCLOSURE**

The below named Broker or Salesperson has informed me that real estate brokerage services may be provided to me as a:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Client (The Licensee is my Agent. I am the Seller or Landlord.)                | <input type="checkbox"/> Customer (The Licensee is not my Agent.) |
| <input type="checkbox"/> Client (The Licensee is my Agent. I am the potential Buyer or Tenant.)                    | **Use "Customer signature" space, below**                         |
| <input checked="" type="checkbox"/> Client (All Licensees of the Brokerage Firm may become Disclosed Dual Agents.) |   |

By signing below, I acknowledge that I received this informational document and explanation prior to the exchange of confidential information which might affect the bargaining position in a real estate transaction involving me.

(Client signature) (Date)  
**Marcus S. Jeter**

(Licensee signature) (Date)  
**Adam Hester/Barry Holt**

(Customer signature) (Date)

(Client signature) (Date)  
**Daniel S. Jeter**

(Licensee Brokerage)

(Customer signature) (Date)



EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL  
LISTING AGREEMENT  
(Lots & Land)

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its content or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any questions, the party should seek advice from a competent legal professional before signing.

1. Are you currently a party to a referral agreement with a relocation company or another real estate broker? ☐ YES ☒ NO
2. **1. EXCLUSIVE RIGHT TO SELL.** I, the undersigned Owner, hereinafter called "Owner", hereby employ and grant
3. SmallTown Hunting Properties & Real Estate, hereinafter called "Broker", the exclusive and irrevocable
4. right commencing on June 24, 2024, and expiring at midnight Central Standard Time on
5. December 31, 2024, to sell or exchange the real property described as: 79+/- acres in T25N R5E S15
- 6.
7. Off of County Road 211, Coffeetown, 38922 in Yalobusha County, MS.
8. (street address) (city) (zip code) (county)
9. The Property is further described as tax parcel # 1705-15-0000901,
10. in the public records of the county within which the property is located.
11. The foregoing notwithstanding, should the Property be under a pending contract at the expiration date above, this agreement
12. shall remain effective until Closing or termination of such contract, whichever occurs first.
13. **2. LIST PRICE.** The list price shall be \$ 256,750.00 and on the following terms Cash at Closing
14. or other price and terms that are acceptable to Owner.
15. **3. COMPENSATION.**
16. (a) Owner agrees to pay Broker, irrespective of agency relationship(s), (**CHOOSE ALL THAT APPLY**): ☒ a commission of
17. commission of 7.000 % of the selling price; ☐ a flat commission of \$ NA if the Property is sold
18. during the term herein set forth; ☐ if the Property is sold, transferred, conveyed, leased or rented without the written consent
19. of Broker or made unmarketable by Owner's voluntary act during the term hereof or any extension hereof, Owner agrees to pay
20. Broker a commission of \$ NA (ALL items marked constitute *aggregate commission* to be designated
21. "Broker's Commission" in closing statement).
22. (b) Owner agrees to pay the compensation provided for in subparagraph (a) above if property is sold, conveyed, or otherwise
23. transferred within 180 days after the termination of this Agreement or any extension thereof (Protection Period) to
24. anyone to whom this property was shown during the Term, provided Owner has received notice in writing, including the name
25. of the prospective purchasers, before or upon termination of this agreement or any extension thereof.
26. (c) Owner shall be obligated to pay the compensation provided for in subparagraph (a) is, in the event of breach by Buyer, Seller
27. successfully secures specific performance by Buyer.
28. **4. MULTIPLE LISTING SERVICE (MLS).** If the Property is publicly marketed, MLS rules require that Broker file this listing
29. with the Multiple Listing Service (MLS) within one (1) business day. Public marketing includes, but is not limited to, fliers
30. displayed in the windows, yard signs, digital marketing on public-facing websites, brokerage website displays (including IDX
31. and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and other applications
32. available to the general public. (**Choose One**):
33. ☒ Broker is a Participant of the MLS United MLS and this
34. listing information will be provided to the MLS to be published and disseminated to its Participants, and updated as appropriate.
35. The Listing Broker is also authorized to report the sale, when it occurs, including the price, terms and financing for the
36. publication, dissemination, information and use by authorized members, MLS Participants and Subscribers. The Listing Broker
37. is authorized to cooperate with other licensed Brokers/Agents to sell this property and to share the compensation resulting from
38. the sale with the Selling Broker on a basis solely determined by the Listing Broker. It is the policy of the Listing Broker to
39. compensate the Selling Broker a percentage of the total agreed upon sales price as follows:
40. 3% (this is paid out of the total commission of 7%); OR
41. ☐ Property will not be listed in MLS and will not be marketed publicly. Should the Property be publicly marketed by anyone,
42. including Seller, Seller acknowledges and agrees that MLS rules require that Broker file this listing with the MLS within one (1)
43. business day.



44. 5. **DEPOSIT. (Choose One):** ☐ Listing ☒ Selling Broker is authorized to accept and hold on Owner's behalf any deposit of  
45. earnest money set forth in the Purchase Contract between the parties. Should Owner enter a written agreement providing for  
46. earnest money to be held by a different party, that agreement shall control. In the event Buyer's earnest money is forfeited,  
47. one-half (1/2) of the same shall be retained by or paid to the Listing Broker as their compensation, provided that the Listing  
48. Broker's portion of any such forfeited deposit shall not exceed the amount of the above-referenced fee, and the remainder shall  
49. be paid to Owner.

50. 6. I authorize Broker to advertise my property on the Internet. ☒ YES ☐ NO

51. I authorize Broker to accept a deposit of earnest money. ☒ YES ☐ NO

52. I authorize Broker to obtain mortgage information on the above described property. ☐ YES ☒ NO

53. ACCT#: \_\_\_\_\_ Mortgage Company: \_\_\_\_\_

54. Address: \_\_\_\_\_

55. I authorize Broker to place a For Sale/Sold sign on my property. ☒ YES ☐ NO

56. I authorize Broker to offer other licensed Brokers cooperation and compensation.\* ☒ YES ☐ NO

57. I authorize Broker to act in the capacity of a Disclosed Dual Agent.\*\* ☒ YES ☐ NO

58. *\*Broker has advised Owner of Broker's company policies regarding cooperation and the amount(s) of any compensation that*  
59. *will be offered to subagents, buyer/tenant agents and/or brokers acting in legally-recognized non-agency capacities; the fact*  
60. *that buyer/tenant agents or brokers, even if compensated by listing broker or by sellers/landlords, may represent the interests of*  
61. *buyers/tenants.*

62. 7. **OWNER'S ACKNOWLEDGEMENT.** By signing below, I acknowledge that the **Working With A Real Estate Broker**  
63. disclosure form, if required by the Mississippi Real Estate Commission, has been fully explained to me and I acknowledge  
64. receipt of a signed copy. I, as Owner, acknowledge that I have read and understand this Agreement and have received a copy. I  
65. further acknowledge that I have good title to the Property and full authority to execute this Agreement. I further agree to permit  
66. Broker to reassign me to another agent within the firm for representation should I and Broker agree that reassignment is best.

67. 8. **BROKER ACKNOWLEDGEMENT.** Broker/Agent agrees: (1) to exercise all duties to Owner by law including the fiduciary  
68. duties of confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence; (2) to exercise the  
69. duty of honesty and fair dealing to Owner and Buyer; and (3) to exercise the duty to disclose all facts known to Owner's agent  
70. materially affecting the value of the property, which are not known to, or readily observable by, the parties in a transaction.

71. 9. **ANTI-DISCRIMINATION.** This property is offered in compliance with applicable anti-discrimination laws.

72. 10. **AUDIO & VIDEO; PHOTOGRAPHY.** Owners, Sellers, Invitees and Buyers of real property using audio and/or video  
73. surveillance devices capable of photography, videography or videotelephony are solely responsible for compliance with  
74. applicable state, local and federal laws concerning use of such devices including, but not limited to, cameras, phones, security  
75. systems, monitors or other devices capable of making or transmitting audio and/or video recordings and/or photographs. Audio  
76. or video recordings or photographs may be illegal under state, local and/or federal laws, depending on the circumstances. Sellers  
77. of real property acknowledge that prospective purchasers or their agents, representatives, appraisers, inspectors, contractors or  
78. others may photograph or make video recordings of the property in the context of a showing, inspection or examination of the  
79. property. Sellers should remove or secure any items that Seller does not want photographed, recorded or transmitted. Sellers and  
80. Buyers are urged to consult legal counsel concerning applicable laws and take steps to protect against practices violative of  
81. rights of persons owning, inhabiting, utilizing, viewing or visiting the property. **By signing this contract, you acknowledge**  
82. **receipt of this notice and agree to hold the brokerages and their agents harmless from all claims (excepting only claims**  
83. **under the exclusive jurisdiction of the Mississippi Real Estate Commission under license law or claims under the**  
84. **National Association of REALTORS® Code of Ethics and Arbitration Manual) or damages arising out of use of video**  
85. **and audio surveillance systems or photography, videography or videotelephony.**

86. 11. **MULTIPLE OFFERS.** In the event that more than one offer is made before Owner has accepted an offer, any other written  
87. offer received by Broker, whether from a prospective purchaser or from another licensee cooperating in a sale, shall be  
88. presented to Owner unless Broker has specific, written instructions from Owner to postpone the presentation of other offers.  
89. Broker cautions Owner against countering on more than one offer at the same time. Should multiple offers be received, Broker  
90. will inform Owner of their options and receive further instructions.

91. 12. **PREMISES SAFETY & LIABILITY; WAIVER.** Owner acknowledges that Owner, and not Broker or any of Broker's  
92. salespersons, is solely responsible for the Property and safety of the Property during the Term hereof, and during any Protection  
93. Period. Owner covenants to make a reasonable effort to maintain a safe environment for visitors to the Property during the  
94. Term hereof. For and in consideration of the entry of Broker into this Agreement and performance of services hereunder, and  
95. excluding only claims pertaining to the gross negligence of Broker or Broker's salespersons, Owner and its heirs, successors,  
96. relatives, assigns, employees, employers, executors, administrators, beneficiaries, insurers, reinsurers, subrogees, officers,



97. directors, stockholders, associates, sister companies, affiliated corporations, agents, attorneys, representatives and all other  
98. related entities and individuals in privity therewith agree to defend, indemnify and hold harmless Broker and their salespersons  
99. against and from any losses, damages, claims, suits at law (including court costs and attorneys fees) or other costs or expenses  
100. relating to or resulting from any actual or alleged injury, harm, loss, damages or claim of any nature asserted by any person  
101. whatsoever having to do with or arising out of any injury to any person or property entering or upon Owner's property during  
102. the Term hereof, including any Protection Period. Nothing herein releases or excuses any duties of Broker or salespersons under  
103. the Mississippi Real Estate Broker License Act of 1954.

104. **13. ATTORNEY'S FEES.** In any legal action, proceeding or arbitration arising out of this Agreement, the prevailing party shall be  
105. entitled to reasonable attorney's fees and costs from the non-prevailing party.

106. **14. ENTIRE AGREEMENT.** There are no other agreements or conditions except as set forth herein and on the MLS profile sheet  
107. attached, if any. No verbal statements, representations, promises or inducements shall have any validity or effect nor shall be a  
108. part of this Agreement. Any amendments, changes, additions or deletions to this Agreement must be in writing signed by all  
109. parties. Owner should seek professional, legal and/or tax advice.

110. **15. NOTICE.** Any notices required or permitted to be given under this Agreement shall be delivered by hand or mailed by certified  
111. registered mail, return receipt requested, in a postage prepaid envelope; by nationally recognized overnight carrier service; by  
112. facsimile with receipt acknowledgement (if the fax number is listed below); or by email (if the email address is listed below), at  
113. Sender's option, and addressed to Owner as follows:

114. **Address:** 2616 University Club, Baton Rouge, LA 70810

115. **Facsimile:** Marcus S. Jeter

116. **Email:** Marc@jeterfurniture.com

117. **16. HEADINGS; SINGULAR AND PLURAL SAME:** Headings are inserted for the convenience of the Parties only and are not  
118. to be considered when interpreting this document. Words in the singular mean and include the plural and vice versa. Words in  
119. the masculine gender include the feminine gender and vice versa. Words in the neutral gender include the masculine gender and  
120. the feminine gender and vice versa.

121. Signed this the 21st day of June, 2024 at \_\_\_\_\_ ☐ a.m. ☐ p.m. Central Standard  
122. Time, and a **copy** hereof received:

123. **BROKER:** Michael Oswalt, Principal Broker **OWNER:** Marcus S Jeter  
SmallTown Hunting Properties

124. **Broker's Firm Name:** & Real Estate **Phone:** (601) 502-3818

125. Adam Hester & Barry Holt **OWNER:** Daniel S Jeter  
126. Broker's Affiliated Salesperson

127. **Phone:** (601) 506-5058 **Phone:** (225) 315-8445





