

## RESIDENTIAL LIMITED-SERVICE LISTING AGREEMENT – EXCLUSIVE

This is a limited-service broker listing agreement between **Homepie, Inc.** (“Broker” or “Homepie”) and **Seller(s)** below:

**Seller(s):** (referred to below as “Seller”)

**Real Property:** (referred to below as “Property”)

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This limited-service broker listing agreement is for the posting of the price and terms of the Property described above to the Multiple Listing Service (“MLS”). Property will be offered to any person without regard to religion, color, race, sex, disability, handicap, familial status, national origin, or any other factor protected by federal state or local law.

The listing price and terms to be posted on the MLS shall reflect the same price and terms the Seller has listed in their Homepie listing at the time the MLS entry is performed by Homepie. For any changes to the MLS listing, Homepie must be notified in writing within 24 hours, through the Homepie online chat feature or by emailing [sell@homepie.com](mailto:sell@homepie.com) with the details so Homepie can update the MLS posting and avoid any fine induced.

The listing period shall begin on the date this Agreement is fully executed by both Homepie and Seller. Listing period is determined by the MLS package the seller selects through Homepie.com and shall automatically renew on a month-to-month basis until cancelled or the property is sold. If the Property becomes under-contract, the listing may not be cancelled until closing.

Seller acknowledges that this listing is exclusive as to Homepie as the listing broker and represents that Seller does not have a valid and active listing agreement with any other broker on the Property. Seller also warrants that Seller has no obligation to pay compensation to any other broker regarding the Property.

### 1. SCOPE OF SERVICE & COMPENSATION

#### A. IF CHECKED: HOMEPIC MLS ENTRY ONLY SCOPE OF SERVICE & COMPENSATION BELOW APPLIES

##### I. Scope of Service – MLS Entry Only Listing

The scope of Homepie’s services to Seller is expressly limited to posting the price and terms of the Property for sale on the MLS. The parties hereto agree that no other services will be provided by Broker. The parties hereto acknowledge that Seller has registered to use Homepie’s electronic transaction platform to sell the Property, but that this agreement does not obligate Homepie to perform any real estate brokerage or licensee services or duties to Seller in connection with Seller’s utilization of Homepie’s electronic transaction platform, and that Seller’s utilization of Homepie’s electronic transaction platform is independent of any rights and duties set forth in this agreement. Seller acknowledges that the MLS has no data connection to the Homepie online platform, therefore, any changes made on the Homepie online platform will not automatically update the information in the MLS. Seller agrees to notify Homepie by phone, email, or message of any changes that need to be made to the information provided to Homepie and posted on the MLS.

The scope of this agreement does NOT include following services:

- a. Provide cooperating brokers representing prospective buyers with any additional information regarding the Property not already displayed in the MLS. Instead, Homepie will give such cooperating brokers authority to contact Seller directly for further information.
- b. Accept and present to Seller offers to purchase procured by cooperating brokers. Instead, Homepie will give cooperating brokers authority to present offers to purchase directly to Seller.
- c. Advise Seller as to the merits of offers to purchase.
- d. Assist Seller in developing, communicating or presenting counteroffers.
- e. Participate on Seller’s behalf in negotiations leading to the sale of the Property.

- f. Ensuring the accuracy of information provided by Seller or input by Seller on the Homepie, Inc. platform, or provided by Seller to Homepie for input on the MLS.

**II. Compensation – MLS Entry Only Listing**

- a. Listing Broker: This listing agreement is subject to fees disclosed in Homepie's MLS package terms, which shall be acknowledged by Seller while on the Homepie platform and then paid for at checkout. This Agreement is only valid if Homepie has received payment in full.
- b. Seller acknowledges that the amount of real estate commission is not fixed by law and may be negotiable between Broker and Seller. Seller understands that the compensation listed in this Agreement is considered as having been already negotiated and therefore becomes an offer of compensation to a cooperating broker once listed in the MLS. Seller has no obligation to accept any offers presented if Seller feels the offer is inadequate and, in that case, has no obligation to pay a commission.
- c. Seller agrees to pay Homepie compensation of \_\_\_\_ percent of the purchase price, or \$ \_\_\_\_\_, Seller has been advised that Homepie will cooperate with other brokers representing buyers, and Homepie is authorized to compensate such other brokers participating through the MLS or otherwise by offering such Cooperating Brokers out of Homepie's compensation, the entirety (100%) of the amount due Homepie as compensation as provided above. If there is no Cooperating Broker, Homepie shall retain said compensation. Seller irrevocably assigns to Homepie said compensation amount out of Seller's proceeds or funds in escrow, and authorizes Homepie to submit this agreement as instructions to escrow to pay said compensation to Homepie or a Cooperating Broker.
- d. **Closing Fee:** In addition to other fees disclosed through Homepie's online platform, Seller agrees to pay Homepie's Closing fee of \$1,500 out of Seller's sale proceeds through the close of escrow. Closing fee does not apply and will not be charged if the Seller purchased the BASIC Listing Package.
- e. **Broker Compensation instructions to escrow:** Seller irrevocably assigns to Homepie said compensation or fee amounts in 1.A.II.c. and 1.A.II.d. out of Seller's proceeds or funds in escrow and authorizes Homepie to submit this agreement as instructions to escrow for compensation of Homepie and any cooperating broker.
- f. Should escrow fail to deliver all or part of said funds at or before close of escrow as instructed for any reason, Seller acknowledges and agrees that Seller remains obligated to pay all such compensation owed, and shall pay Homepie the amount of compensation owed directly to Homepie by cashier's check, ACH, or wired funds within 3 calendar days from close of escrow in order for Homepie to fulfill the obligation to compensate the cooperating broker.

**B.  IF CHECKED: HOMEPIE PREMIUM LISTING SERVICE & COMPENSATION BELOW APPLIES**

**I. Scope of Service – PREMIUM Listing Service**

The scope of Homepie's PREMIUM Listing services to Seller is expressly limited to remote services; no in-person services shall be provided by Broker. Broker is not obligated to visit the Property location at any time. Any service provided by Broker will be performed only by phone, email, message, or video communication (live or otherwise), at Broker's discretion. The parties hereto acknowledge that Seller has registered to use Homepie's electronic transaction platform to sell the Property, but that this agreement does not obligate Homepie to perform any real estate brokerage or licensee services or duties to Seller in connection with Seller's utilization of Homepie's electronic transaction platform, and that Seller's utilization of Homepie's electronic transaction platform is independent of any rights and duties set forth in this agreement. Seller acknowledges that the MLS has no data connection to the Homepie online platform, therefore, any changes made on the Homepie online platform will not automatically update the information in the MLS. Seller agrees to notify Homepie by phone, email, or message of any changes that need to be made to the information provided to Homepie and posted on the MLS. Seller agrees to require all buyers or agents to write offers and request renegotiation or request repairs through Homepie's online platform. Broker's office availability to perform any included task in the PREMIUM Listing Service below, is normal business hours; Monday through Friday 9AM to 5PM, excluding holidays.

The scope of this agreement does NOT include following services:

- a. Any in-person services including but not limited to; showing services, hosting open house events, hosting broker tours, making broker tour presentations of any kind, property visits, agent visual inspections, providing access to cooperating brokers, inspectors of any kind, repair contractors, maintenance contractors, general contractors, handypersons, public or private utility representatives, buyers, any other party or person, obtaining any in-person signature on any document, installing or removing for sale signs, installing or removing lockboxes, nor assistance with securing the property.
- b. Ensuring the accuracy of information provided by Seller, or input by Seller on the Homepie, Inc. platform, or provided by Seller to Homepie for input on the MLS.
- c. Review or presentation of offers NOT submitted through Homepie's online platform.
- d. Review or presentation of any Buyer Requests for Repair or Renegotiation NOT submitted through Homepie's online platform.

- e. Preparation of counteroffers to offers of purchase that did NOT come through the Homepie online platform.
- f. Preparation of counteroffers to other requests made by Buyer including requests for repair, or requests to modify any term of any fully executed purchase agreement that was NOT submitted through Homepie's online platform.

The scope of this agreement includes the following services, as needed, or as requested by Seller:

- g. Provide cooperating brokers representing prospective buyers with any additional information regarding the Property not already displayed in the MLS that Broker is made aware of and that Broker deems appropriate to provide at Broker's sole discretion.
- h. Accept and present to Seller offers to purchase procured by cooperating brokers if such offers are submitted through Homepie's online platform.
- i. Advise Seller as to the merits of offers to purchase when offers are submitted to Seller through Homepie's online platform.
- j. Assist Seller in developing, communicating or presenting counteroffers through the Homepie platform.
- k. Participate with Seller or on Seller's behalf in negotiations leading to the sale of the Property.

## II. Compensation – PREMIUM Listing Service

- a. This listing agreement is subject to fees disclosed in Homepie's PREMIUM package terms, which shall be acknowledged by Seller while on the Homepie platform or in Homepie's online store, and then paid for as agreed, at checkout. This agreement is only valid if Homepie has received the initial payment mentioned in section 1.B.II.c. below and the document is fully executed by both Seller and Broker.
- b. Seller acknowledges that the amount of real estate commission is not fixed by law and may be negotiable between Broker and Seller. Seller understands that the compensation listed in this Agreement is considered as having been already negotiated and therefore becomes an offer of compensation to a cooperating broker once listed in the MLS. Seller has no obligation to accept any offers presented if Seller feels the offer is inadequate and, in that case, has no obligation to pay a commission to any broker representing the prospective buyer.
- c. **Broker Compensation:** Seller agrees to pay Homepie compensation in the form of an initial non-refundable fee of \$1,499, due and payable at the time of listing, which is allocated to marketing and other services as described on Homepie's online platform for Homepie's PREMIUM package at the time of payment. Additionally, Seller agrees to pay Homepie the following compensation at close of escrow:
  - i. If the final sale price of the Property is \$250,000 or more: Seller shall pay compensation to Broker of \$4,995, or 0.5% of the Property's final sale price, whichever is greater.
  - ii. If the final sale price of the Property is less than \$250,000: Seller shall pay compensation to Broker of \$3,495.
- d. **Additional Broker Compensation offered to cooperating broker:** Seller agrees to pay Homepie additional compensation (in addition to Broker Compensation from section 1.B.II.c. above), in order for Homepie to compensate cooperating broker, \_\_\_\_\_ % of the Property's final sales price, or \$\_\_\_\_\_ and authorizes Homepie to pay the entirety of this additional compensation to Cooperating Broker. Seller has been advised that Homepie will cooperate with other brokers representing buyers, and Homepie is authorized to compensate such other brokers participating through the MLS or otherwise by offering such cooperating brokers out of Homepie's additional compensation. If there is no cooperating broker, Homepie shall retain said compensation. Seller irrevocably assigns to Homepie said compensation amount out of Seller's proceeds or funds in escrow, and authorizes Homepie to submit this agreement as instructions to escrow to pay said compensation to Homepie or a Cooperating Broker.
- e. **Broker Compensation instructions to escrow:** Seller irrevocably assigns to Homepie said compensation or fee amounts in 1.B.II.c. and 1.B.II.d., out of Seller's proceeds or funds in escrow and authorizes Homepie to submit this agreement as instructions to escrow for compensation of Homepie and any cooperating broker.
- f. Should escrow fail to deliver all or part of said funds at or before close of escrow as instructed for any reason, Seller acknowledges and agrees that Seller remains obligated to pay all such compensation owed, and shall pay Homepie the amount of compensation owed directly to Homepie by cashier's check, ACH, or wired funds within 3 calendar days from close of escrow in order for Homepie to fulfill the obligation to compensate the cooperating broker.

## C. IF CHECKED: HOMEPIE LUX LISTING SERVICE & COMPENSATION BELOW APPLIES

### I. Scope of Service – LUX Listing Service

The scope of Homepie's LUX Listing services to Seller is expressly limited to remote services; no in-person services shall be provided by Broker. Broker is not obligated to visit the Property location at any time. Any service provided by Broker will be performed only by phone, email, message, or video communication (live or otherwise), at Broker's discretion. The parties hereto acknowledge that Seller has registered to use Homepie's electronic

transaction platform to sell the Property, but that this agreement does not obligate Homepie to perform any real estate brokerage or licensee services or duties to Seller in connection with Seller's utilization of Homepie's electronic transaction platform, and that Seller's utilization of Homepie's electronic transaction platform is independent of any rights and duties set forth in this agreement. Seller acknowledges that the MLS has no data connection to the Homepie online platform, therefore, any changes made on the Homepie online platform will not automatically update the information in the MLS. Seller agrees to notify Homepie by phone, email, or message of any changes that need to be made to the information provided to Homepie and posted on the MLS. Seller agrees to require all buyers or agents to write offers and request renegotiation or request repairs through Homepie's online platform.

The scope of this agreement does NOT include following services:

- a. Any in-person services including but not limited to; showing services, hosting open house events, hosting broker tours, making broker tour presentations of any kind, property visits, agent visual inspections, providing access to cooperating brokers, inspectors of any kind, repair contractors, maintenance contractors, general contractors, handypersons, public or private utility representatives, buyers, any other party or person, obtaining any in-person signature on any document, installing or removing for sale signs, installing or removing lockboxes, nor assistance with securing the property.
- b. Ensuring the accuracy of information provided by Seller, or input by Seller on the Homepie, Inc. platform, or provided by Seller to Homepie for input on the MLS.
- c. Review or presentation of offers NOT submitted through Homepie's online platform.
- d. Review or presentation of any Buyer Requests for Repair or Renegotiation NOT submitted through Homepie's online platform.
- e. Preparation of counteroffers to offers of purchase that did NOT come through the Homepie online platform.
- f. Preparation of counteroffers to other requests made by Buyer including requests for repair, or requests to modify any term of any fully executed purchase agreement that was NOT submitted through Homepie's online platform.

The scope of this agreement includes the following services, as needed, or as requested by Seller:

- g. Provide cooperating brokers representing prospective buyers with any additional information regarding the Property not already displayed in the MLS that Broker is made aware of and that Broker deems appropriate to provide at Broker's sole discretion.
- h. Accept and present to Seller offers to purchase procured by cooperating brokers if such offers are submitted through Homepie's online platform.
- i. Advise Seller as to the merits of offers to purchase when offers are submitted to Seller through Homepie's online platform.
- j. Assist Seller in developing, communicating or presenting counteroffers through the Homepie platform.
- k. Participate with Seller or on Seller's behalf in negotiations leading to the sale of the Property.

## II. Compensation – LUX Listing Service

- a. This listing agreement is subject to Homepie's LUX listing package terms, which shall be acknowledged by Seller while on the Homepie online platform.
- b. Seller acknowledges that the amount of real estate commission is not fixed by law and may be negotiable between Broker and Seller. Seller understands that the compensation listed in this Agreement is considered as having been already negotiated and therefore becomes an offer of compensation to a cooperating broker once listed in the MLS. Seller has no obligation to accept any offers presented if Seller feels the offer is inadequate and, in that case, has no obligation to pay a commission to any broker representing the prospective buyer.
- c. **Broker Compensation:** Seller agrees to pay Homepie the following compensation:
  - i. If the final sale price of the Property is \$250,000 or more: Seller shall pay Homepie compensation in the amount of 1% of the Property's final sale price, or \$6,495, whichever is greater.
  - ii. If the final sale price of the Property is less than \$250,000: Seller shall pay Homepie compensation in the amount of \$4,995.
- d. **Additional Broker Compensation offered to cooperating broker:** Seller agrees to pay Homepie additional compensation (in addition to Broker Compensation from section 1.C.II.c. above), in order for Homepie to compensate cooperating broker, \_\_\_\_\_ % of the Property's final sales price, or \$\_\_\_\_\_ and authorizes Homepie to pay the entirety of this additional compensation to Cooperating Broker. Seller has been advised that Homepie will cooperate with other brokers representing buyers, and Homepie is authorized to compensate such other brokers participating through the MLS or otherwise by offering such cooperating brokers out of Homepie's additional compensation. If there is no cooperating broker, Homepie shall retain said compensation. Seller irrevocably assigns to Homepie said compensation amount out of Seller's proceeds or funds in escrow, and authorizes Homepie to submit this agreement as instructions to escrow to pay said compensation to Homepie or a Cooperating Broker.

- e. **Broker Compensation instructions to escrow:** Seller irrevocably assigns to Homepie said compensation or fee amounts in 1.C.II.c. and 1.C.II.d out of Seller's proceeds or funds in escrow and authorizes Homepie to submit this agreement as instructions to escrow for compensation of Homepie and any Cooperating Broker.
- f. Should escrow fail to deliver all or part of said funds at or before close of escrow as instructed for any reason, Seller acknowledges and agrees that Seller remains obligated to pay all such compensation owed, and shall pay Homepie the amount of compensation owed directly to Homepie by cashier's check, ACH, or wired funds within 3 calendar days from close of escrow in order for Homepie to fulfill the obligation to compensate the cooperating broker.

#### D. OTHER TERMS OF BROKER COMPENSATION

It is Seller's sole responsibility to decide at what price and on what terms to list and sell the Property. Seller will act in good faith in considering all offers presented. Seller will act in good faith to accomplish the purpose of this listing agreement. Seller agrees to make the Property available for showing to prospective buyers at reasonable times. Seller warrants that Seller is the owner of the Property, that no other persons have title to the Property, and that Seller has full authority to enter into this agreement and to sell the Property. Seller agrees to indemnify, defend, and hold Broker harmless from all claims, disputes, lawsuits, legal proceedings, judgments, attorney fees and costs arising from any incorrect, incomplete, or misleading information supplied by Seller, or from any material facts about the Property that Seller knows but fails to disclose.

If during the Listing Period, or any extension, cooperating broker, Seller or any other person procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so by Seller, Broker is entitled to compensation whether any escrow resulting from such offer closes during or within 90 days after the expiration of the Listing Period, or any extension.

Should escrow fail to deliver all or part of said funds at or before close of escrow as instructed for any reason, Seller acknowledges and agrees that Seller remains obligated to pay all such compensation owed, and shall pay Homepie the amount of compensation owed directly to Homepie by cashier's check, ACH, or wired funds within 3 calendar days from close of escrow in order for Homepie to fulfill the obligation to compensate the cooperating broker.

#### 2. MLS

The MLS is a database of properties for sale that real estate brokers and their agents who subscribe to the MLS can access. Properties posted on the MLS include the price and terms of property offered by the Seller for sale. Other multiple listing services may also belong to the MLS through reciprocal agreements, which exposes the Property to other real estate brokers and agents who are members of those other multiple listing services. The MLS may also provide the Property listing information to internet sites that post property MLS listings online. The MLS exposes the Property listing to real estate brokers and agents who are members of the MLS or a reciprocating multiple listing service.

This Limited-Service listing will be identified in the MLS with an appropriate code so potential cooperating brokers (brokers who represent prospective buyers) are made aware that Homepie and Seller have a limited-service agreement and that Seller is not represented by Homepie. Cooperating brokers will be made aware that the Seller is responsible for representing Seller in the sale of the Property, including dealing directly with cooperating brokers in showing, receiving and responding to offers, providing information about and access to the Property, negotiating, and all other matters concerning the sale of their Property. Cooperating brokers will be made aware that the Seller is the direct contact for all matters related to the sale of the Property. Seller agrees that Homepie shall have the exclusive right to list the Property for sale on the MLS.

The Property will be listed through the closest MLS of which Homepie is a member. Seller is aware that said MLS may or may not be the primary MLS for the Property's geographic area. Many MLS organizations have data share agreements with reciprocating MLSs. Property listing data and broker compensation details may be seen by agents and brokers of reciprocating MLSs. The primary purpose of the MLS Limited-Service Listing is to gain exposure to the hundreds of websites that the listing will syndicate to, thereby allowing prospective buyers to more easily find the property for sale. If the listing is not in what may be considered the 'local' MLS for the geographic location, Seller is aware that buyer's agents may not see the Property listing if only searching in their local MLS.

Seller acknowledges that MLS rules allow MLS data to be made available by the MLS to additional Internet sites and MLS's and Seller agrees to allow all listing data to be shared by the MLS to reciprocating MLSs and internet sites. Homepie does not offer the ability for Seller to exclude any Property listing data or media from any specific website or MLS.

Seller is aware that the MLS restricts property marketing descriptions to features, condition, or a description of the property itself. MLSs do not allow Seller contact information, showing information, finance information, occupancy, and other information to be mentioned in the marketing description and Seller agrees to abide by MLS rules regarding such limitations.

The MLS will fine Broker if changes to the listing status of the Property are not updated within 24 hours. Seller agrees to immediately notify Broker of any status change of the Property. Seller will be obligated to pay any fines and indemnify Broker, resulting from Seller's failure to notify Broker of a status change, or Seller's misrepresentation of Property information.

### 3. DISCLOSURE REGARDING AGENCY RELATIONSHIPS

The law requires that real estate brokers disclose in writing certain duties that arise as a result of agency relationships. Broker will provide Seller with a **'Disclosure Regarding Agency Relationships'** prior to entering into this Agreement.

**Seller acknowledges and agrees that this Agreement is solely for the purpose and limited by the scope of services stated in section 1 above and that the Disclosure Regarding Agency Relationships does not modify or alter any part of this Agreement.**

### 4. ATTORNEY FEES AND THIRD-PARTY DISPUTES

The prevailing party in any action, arbitration, or proceeding between Homepie and Seller to enforce the provisions of this Agreement including the obligation to pay compensation under this Agreement, shall be entitled to reasonable attorney fees/costs from the non-prevailing party.

Seller agrees to indemnify, defend and hold Homepie harmless from any and all claims, charges, losses, disputes, judgements, attorney fees and costs, if any third party initiates a dispute or lawsuit that involves Homepie as a result of Seller's sale or efforts to sell the Property.

### 5. CANCELLATION

Seller may cancel this Agreement at anytime provided the following conditions are met:

- A. Seller is not in contract to sell the Property and there is no pending sale of the Property;
- B. Seller must notify Homepie via email, chat, or telephone;
- C. Seller must sign a cancellation form provided by Homepie certifying 5.A. is true.

Homepie may cancel this Agreement for cause.

### 6. SECURITY AND INSURANCE

Homepie is not responsible for any loss or damage to any property, whether real property or personal property, nor any damage or injury of any person, attributable to the showing of the Property. Seller shall take reasonable precautions to protect any accessible valuables while access is allowed to the Property. Seller agrees to obtain appropriate insurance to protect against these risks. Homepie does not maintain insurance to protect the Property, any of Seller's belongings, from any risk or peril, including but not limited to, damage or injury to real or personal property or to persons.

### 7. PHOTOGRAPHS AND IMAGES

Seller acknowledges that prospective buyers, service providers, or other persons, including those not authorized to access the Property, may come onto or near the Property. Such persons may take photos, video, or live video streaming, video calling, or use other methods of media to record images of aspects of the Property. Seller acknowledges that Broker does not exercise any control over such occurrences, or control over who views these images, how they are disseminated, or how they are used. Seller agrees to indemnify, defend and hold Homepie harmless from any and all claims, charges, losses, disputes, judgements, attorney fees and costs relating to such occurrences.

### 8. SELLER REPRESENTATIONS

Seller represents that Seller has full authority to use all photos, images, video, 3D tours, or other media provided by Seller to Homepie. Seller represents that they are not aware of any Notice of Default recorded against the Property nor foreclosure proceedings. Seller represents that Seller is not delinquent on any loan secured by the property. Seller represents that there are no other obligations that may affect Seller's ability to sell or transfer ownership of the Property including bankruptcy proceedings, litigation or other pending or looming action, or special assessments. Seller shall promptly notify Homepie in writing if any such representations become inaccurate during the listing period or any extensions thereto, and Homepie shall thereupon have the right to cancel this Agreement. Seller agrees to indemnify, defend and hold Homepie harmless from any and all claims, charges, losses, disputes, judgements, attorney fees and costs should any of the representations made by Seller in the Agreement be inaccurate or false in whole or in part.

**Seller agrees to notify Homepie immediately upon accepting any offer Seller understands that Homepie is subject to certain documentation requirements. As such, Seller agrees to provide Homepie with, if requested, executed copies of any documents related to the sale, including, but not limited to: escrow instructions, commission instructions, the final closing statement, and any other document needed by Homepie to keep adequate records of the sale per documentation requirements.**

**9. DISPUTE RESOLUTION**

A. MEDIATION: Seller and Broker agree to mediate any dispute or claim between them arising out of this Agreement or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 19C.

**B. ARBITRATION OF DISPUTES:**

Seller and Broker agree that any dispute or claim in Law or equity between them arising out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience in the state of the subject Property, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure. In all other respects, the arbitration shall be conducted in accordance with the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 19C.

NOTICE: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY STATE LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY SIGNING THIS AGREEMENT YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER SIGNING THIS AGREEMENT, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE STATE CODE OF CIVIL PROCEDURE.C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in State Civil Code; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.

**10. ENTIRE AGREEMENT**

This Agreement supersedes any and all prior discussions, agreements, or negotiations between Homepie and Seller concerning the subject matter of this Agreement. This Agreement constitutes a complete memorialization of the Agreement and may not be contradicted by any prior agreements nor concurrent verbal agreements. If any condition of this Agreement is invalid, void, voidable or unenforceable, all remaining conditions will still have their full force and effect to the fullest extent provided by law. This Agreement and any modification or addendum may be executed in counterparts, whether photocopy or facsimile.

**11. REPRESENTATIVE CAPACITY**

If the Seller is signing in a representative capacity representing an entity and not in his/her individual capacity, Seller shall provide evidence of authority to Homepie within **3 business days** of signing this Agreement.

The Property is offered for sale in compliance with federal, state, and local anti-discrimination laws.

This Agreement shall be binding upon Seller and Seller's successors and assigns.

**SELLER:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**HOMEPIE INC.**

By: \_\_\_\_\_, it's Broker \_\_\_\_\_

Date: \_\_\_\_\_