



RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

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1. **PARTIES:** The parties to this agreement (this Listing) are:

Seller: **TERRENCE R SABLATURA**
MARY SABLATURA

Address: PO Box 1274
City, State, Zip: Columbus TX 78934
Phone: _____ Fax: _____
E-Mail: tgulfstar@gmail.com

Broker: **Better Homes & Gardens Gary Greene**

Address: 13450 FM 3005
City, State, Zip: Galveston, TX 77554
Phone: (409)737-5200 Fax: _____
E-Mail: holly@hollysellsgalveston.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. **PROPERTY:** "Property" means the land, improvements, and accessories described below, except for any described exclusions.

A. **Land:** Lot 11, Block _____, _____
Addition, City of Galveston,
in Galveston County, Texas known as 3726 Marina Blvd. 77554,
(address/zip code),
or as described on attached exhibit. (If Property is a condominium, attach Condominium Addendum.)

B. **Improvements:** The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above-described real property.

C. **Accessories:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above-ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. **Exclusions:** The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____

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E. Owners' Association: The Property is is not subject to mandatory membership in a property owners' association.

3. **LISTING PRICE:** Seller instructs Broker to market the Property at the following price: \$ 795,000.00 (Listing Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of residential real estate in Texas (seller's typical closing costs are those set forth in the residential contract forms promulgated by the Texas Real Estate Commission).

4. **TERM:**

A. This Listing begins on April 26, 2022 and ends at 11:59 p.m. on July 26, 2022.

B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. **BROKER COMPENSATION:**

A. When earned and payable, Seller will pay Broker:

- (1) 6.000 % of the sales price.
- (2) _____.

B. Earned: Broker's compensation is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, options, agrees to sell, agrees to exchange, or agrees to option the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or
- (3) Seller breaches this Listing.

C. Payable: Once earned, Broker's compensation is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's compensation has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's compensation is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. Other Compensation:

- (1) Breach by Buyer Under a Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise from a buyer who breaches a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Compensation stated in Paragraph 5A. Any amount paid under this Paragraph 5D(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.
- (2) Service Providers: If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(2) is in addition to any other compensation Broker may receive under this Listing.

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(3) Other Fees and/or Reimbursable Expenses: _____

_____.

E. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for 30 days. "Sell" means any transfer of any fee simple interest in the Property whether by oral or written agreement or option.
- (2) Not later than 10 days after this Listing ends, Broker may send Seller written notice specifying the names of persons whose attention was called to the Property during this Listing. If Seller agrees to sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Seller will pay Broker, upon the closing of the sale, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if:
 - (a) Seller agrees to sell the Property during the protection period;
 - (b) the Property is exclusively listed with another broker who is a member of Texas REALTORS® at the time the sale is negotiated; and
 - (c) Seller is obligated to pay the other broker a fee for the sale.

F. County: All amounts payable to Broker are to be paid in cash in Galveston _____
_____ County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

6. **LISTING SERVICES:**

Notice Regarding Public Marketing: If the Property is publicly marketed, MLS rules require that Broker file this Listing with the Multiple Listing Services (MLS) within one (1) business day. Public marketing includes, but is not limited to, fliers displayed in the windows, yard signs, digital marketing on public-facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and other applications available to the general public.

A. Filing: Seller instructs Broker as follows: *(Check 1 or 2 only.)*

- (1) Broker will file this Listing with one or more Multiple Listing Services (MLS) according to the following: *(Check only one box.)*
 - (a) Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.
 - (b) Seller instructs Broker not to file this Listing with one or more Multiple Listing Services (MLS) until _____ days after the date this Listing begins for the following purpose(s): _____

(NOTE: Do not check if prohibited by Multiple Listing Service(s).)

Notice Regarding MLS Rules: MLS rules require Broker to accurately and timely submit all information the MLS requires including final closing of sales and sales prices. MLS rules may require that the

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information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS and appraisal districts may use the information for market evaluation or appraisal purposes. Subscribers are other brokers, agents, and real estate professionals such as appraisers. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**

- (2) Broker will not file this Listing with any Multiple Listing Services (MLS) or other listing service.

Seller acknowledges and understands that if this option is checked: (1) the Property will not be publicly marketed; (2) the Property will not be included in the MLS database available to real estate agents and brokers from other real estate offices who subscribe to and participate in the MLS, and their buyer clients may not be aware that the Property is offered for sale; (3) the Property will not be included in the MLS's download to various real estate Internet sites that are used by the public to search for property listings; and (4) real estate agents, brokers, and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property. Seller further acknowledges and understands that if this option is checked, and the Property is publicly marketed by anyone, including Seller, MLS rules require that Broker file this Listing with the MLS within one (1) business day.

- B. Listing Content: If Broker files this Listing under Paragraph 6A, the parties agree to the following:

(1) Definitions:

- (a) "Listing Content" means all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property.
- (b) "Seller Listing Content" means Listing Content provided by Seller to Broker or Broker's associates.
- (c) "Broker Listing Content" means Listing Content that is otherwise obtained or produced by Broker or Broker's associates in connection with this Listing.
- (2) Seller grants Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content, including any derivative works of the Seller Listing Content. This Paragraph 6B(2) survives termination of this Listing.
- (3) All Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.
- (4) Seller understands and agrees that both the Seller Listing Content and Broker Listing Content, including any changes to such content, may be filed with the MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced.

7. **ACCESS TO THE PROPERTY:**

- A. Authorizing Access: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to:
- (1) access the Property at reasonable times;
- (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and
- (3) duplicate keys to facilitate convenient and efficient showings of the Property.

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B. Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property: Showing Time .

C. Keybox: A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

(1) Broker is is not authorized to place a keybox on the Property.

(2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TXR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.

D. Liability and Indemnification: When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

8. **COOPERATION WITH OTHER BROKERS**: Broker will allow other brokers to show the Property to prospective buyers. Broker will offer to pay the other broker a fee as described below if the other broker procures a buyer that purchases the Property.

A. MLS Participants: If the other broker is a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

(1) if the other broker represents the buyer: 3.000 % of the sales price or \$ _____ ; and
(2) if the other broker is a subagent: 3.000 % of the sales price or \$ _____ .

B. Non-MLS Brokers: If the other broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

(1) if the other broker represents the buyer: 3.000 % of the sales price or \$ _____ ; and
(2) if the other broker is a subagent: 3.000 % of the sales price or \$ _____ .

9. **INTERMEDIARY**: (Check A or B only.)

A. Intermediary Status: Broker may show the Property to interested prospective buyers who Broker represents. If a prospective buyer who Broker represents offers to buy the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

(1) If a prospective buyer who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospective buyer to the prospective buyer for the same purpose.

(2) If a prospective buyer who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.

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(3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- # may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- # may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;
- # may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- # may not treat a party to the transaction dishonestly; and
- # may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.

11. BROKER'S AUTHORITY:

A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.

B. If box 6A(1) is checked, Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked:

- (1) Seller does not want this Listing to be displayed on the Internet.
- (2) Seller does not want the address of the Property to be displayed on the Internet.

Notice: Seller understands and acknowledges that, if box 11B(1) is checked, consumers who conduct searches for listings on the Internet will not see information about this Listing in response to their search.

C. Broker is authorized to market the Property with the following financing options:

- | | |
|--|--|
| <input checked="" type="checkbox"/> (1) Conventional | <input type="checkbox"/> (5) Texas Veterans Land Program |
| <input type="checkbox"/> (2) VA | <input type="checkbox"/> (6) Owner Financing |
| <input type="checkbox"/> (3) FHA | <input type="checkbox"/> (7) Other |
| <input checked="" type="checkbox"/> (4) Cash | |

D. In accordance with applicable MLS rules as outlined in Paragraph 6, Broker may:

- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
- (2) place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease;

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- (3) furnish comparative marketing and sales information about other properties to prospective buyers;
- (4) disseminate information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
- (5) obtain information from any holder of a note secured by a lien on the Property;
- (6) accept and deposit earnest money in trust in accordance with a contract for the sale of the Property;
- (7) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals;
- (8) in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Seller);
- (9) advertise, during or after this Listing ends, that Broker "sold" the Property; and
- (10) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

E. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

12. SELLER'S REPRESENTATIONS: Except as provided by Paragraph 15, Seller represents that:

- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- B. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except _____;
- F. Seller is not aware of any liens or other encumbrances against the Property, except _____;
- G. the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge;
- I. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: _____; and
- J. the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity.

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and sale of the Property;
- B. not rent or lease the Property during this Listing without Broker's prior written approval;
- C. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval;
- E. if box 6A(2) is checked, promptly inform Broker in the event Seller becomes aware that the Property has been publicly marketed;
- F. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;

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- G. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- H. complete any disclosures or notices required by law or a contract to sell the Property; and
- I. amend any applicable notices and disclosures if any material change occurs during this Listing.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**
 - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
 - (2) other brokers or their associates who may have information about the Property on their websites;
 - (3) acts of third parties (for example, vandalism or theft);
 - (4) freezing water pipes;
 - (5) a dangerous condition on the Property;
 - (6) the Property's non-compliance with any law or ordinance; or
 - (7) Seller, negligently or otherwise.
- C. **Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:**
 - (1) are caused by Seller, negligently or otherwise;
 - (2) arise from Seller's failure to disclose any material or relevant information about the Property; or
 - (3) are caused by Seller giving incorrect information to any person.

15. SPECIAL PROVISIONS:

- 16. **DEFAULT:** If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing compensation. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.
- 17. **MEDIATION:** The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.
- 18. **ATTORNEY'S FEES:** If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

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19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Seller may need to provide are:

- A. Information About Brokerage Services;
- B. Seller Disclosure Notice (§5.008, Texas Property Code);
- C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978);
- D. Residential Real Property Affidavit (T-47 Affidavit; related to existing survey);
- E. MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code);
- F. Request for Information from an Owners' Association;
- G. Request for Mortgage Information;
- H. Information about Mineral Clauses in Contract Forms;
- I. Information about On-Site Sewer Facility;
- J. Information about Property Insurance for a Buyer or Seller;
- K. Information about Special Flood Hazard Areas;
- L. Condominium Addendum to Listing;
- M. Keybox Authorization by Tenant;
- N. Seller's Authorization to Release and Advertise Certain Information; and
- O. _____

20. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligation to pay Broker earned compensation is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).**

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INFORMATION ABOUT SPECIAL FLOOD HAZARD AREAS

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CONCERNING THE PROPERTY AT

3726 Marina Blvd
Galveston, TX 77554-7816

A. FLOOD AREAS:

- (1) The Federal Emergency Management Agency (FEMA) designates areas that have a high risk of flooding as special flood hazard areas.
- (2) A property that is in a special flood hazard area is designated on flood insurance rate maps with a zone beginning in a "V" or "A". Both V-Zone and A-Zone areas indicate a high risk of flooding.
- (3) Some properties may also lie in the "floodway" which is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge a flood under FEMA rules. Communities must regulate development in these floodways.

B. AVAILABILITY OF FLOOD INSURANCE:

- (1) Generally, flood insurance is available regardless of whether the property is located in or out of a special flood hazard area. Contact your insurance agent to determine if any limitations or restrictions apply to the property in which you are interested.
- (2) FEMA encourages every property owner to purchase flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.
- (3) A homeowner may obtain flood insurance coverage (up to certain limits) through the National Flood Insurance Program. Supplemental coverage is available through private insurance carriers.
- (4) A mortgage lender making a federally related mortgage will require the borrower to maintain flood insurance if the property is in a special flood hazard area.

C. GROUND FLOOR REQUIREMENTS:

- (1) Many homes in special flood hazard areas are built-up or are elevated. In elevated homes the ground floor typically lies below the base flood elevation and the first floor is elevated on piers, columns, posts, or piles. The base flood elevation is the highest level at which a flood is likely to occur as shown on flood insurance rate maps.
- (2) Federal, state, county, and city regulations:
 - (a) restrict the use and construction of any ground floor enclosures in elevated homes that are in special flood hazard areas.
 - (b) may prohibit or restrict the remodeling, rebuilding, and redevelopment of property and improvements in the floodway.
- (3) The first floor of all homes must now be built above the base flood elevation.
 - (a) Older homes may have been built in compliance with applicable regulations at the time of construction and may have first floors that lie below the base flood elevation, but flood insurance rates for such homes may be significant.

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- (b) It is possible that modifications were made to a ground floor enclosure after a home was first built. The modifications may or may not comply with applicable regulations and may or may not affect flood insurance rates.
 - (c) It is important for a buyer to determine if the first floor of a home is elevated at or above the base flood elevation. It is also important for a buyer to determine if the property lies in a floodway.
- (4) Ground floor enclosures that lie below the base flood elevation may be used only for: (i) parking; (ii) storage; and (iii) building access. Plumbing, mechanical, or electrical items in ground floor enclosures that lie below the base flood elevation may be prohibited or restricted and may not be eligible for flood insurance coverage. Additionally:
- (a) in A-Zones, the ground floor enclosures below the base flood elevation must have flow-through vents or openings that permit the automatic entry and exit of floodwaters:
 - (b) in V-Zones, the ground floor enclosures must have break-away walls, screening, or lattice walls; and
 - (c) in floodways, the remodeling or reconstruction of any improvements may be prohibited or otherwise restricted.

D. COMPLIANCE:

- (1) The above-referenced property may or may not comply with regulations affecting ground floor enclosures below the base flood elevation.
- (2) A property owner's eligibility to purchase or maintain flood insurance, as well as the cost of the flood insurance, is dependent on whether the property complies with the regulations affecting ground floor enclosures.
- (3) A purchaser or property owner may be required to remove or modify a ground floor enclosure that is not in compliance with city or county building requirements or is not entitled to an exemption from such requirements.
- (4) A flood insurance policy maintained by the current property owner does not mean that the property is in compliance with the regulations affecting ground floor enclosures or that the buyer will be able to continue to maintain flood insurance at the same rate.
- (5) Insurance carriers calculate the cost of flood insurance using a rate that is based on the elevation of the lowest floor.
 - (a) If the ground floor lies below the base flood elevation and does not meet federal, state, county, and city requirements, the ground floor will be the lowest floor for the purpose of computing the rate.
 - (b) If the property is in compliance, the first elevated floor will be the lowest floor and the insurance rate will be significantly less than the rate for a property that is not in compliance.
 - (c) If the property lies in a V-Zone the flood insurance rate will be impacted if a ground floor enclosure below the base flood elevation exceeds 299 square feet (even if constructed with break-away walls).

Information about Special Flood Hazard Areas concerning _____

E. ELEVATION CERTIFICATE:

The elevation certificate is an important tool in determining flood insurance rates. It is used to provide elevation information that is necessary to ensure compliance with floodplain management laws. To determine the proper insurance premium rate, insurers rely on an elevation certificate to certify building elevations at an acceptable level above flood map levels. If available in your area, it is recommended that you obtain an elevation certificate for the property as soon as possible to accurately determine future flood insurance rates.

You are encouraged to: (1) inspect the property for all purposes, including compliance with any ground floor enclosure requirement; (2) review the flood insurance policy (costs and coverage) with your insurance agent; and (3) contact the building permitting authority if you have any questions about building requirements or compliance issues.

Receipt acknowledged by:



Signature
Terrence R Sablatura

4/27/22

Date



Signature
Mary Sablatura

4/28/2022

Date



WIRE FRAUD WARNING

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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Buyers and Sellers Beware: Criminals are targeting real estate transactions. Don't be a victim of wire fraud.

What is wire fraud and how does it occur? Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a real estate agent, a title company, a lender, or another trusted source. These fraudulent emails seem legitimate and direct you to wire funds to a fraudulent account. Once you wire funds to the fraudulent account, your money is gone.

How can you protect yourself from wire fraud? You should not send personal information, such as bank account numbers or other financial information, via email or other unsecured electronic communication.

If you receive any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, you should verify the communication's authenticity prior to the transfer of funds in person or via phone call using a recognized phone number that is not found in the communication.

Notice: This brokerage will never use any electronic communications, such as email, text messages, or social media messages, to ask you to wire funds or provide personal information.

If you think you are being targeted in a wire fraud scam, immediately notify law enforcement, your lender, the title company, and your agent.

This form was provided by:

Better Homes + Gardens Gary Greene
Broker's Printed Name

By: Holly Wade 4/21/22
Broker's Associate's Signature Date
Holly Wade

By signing below I acknowledge that I received, read, and understand this information and notice.

[Signature] 4/21/22
 Seller Buyer Date

TERRENCE R SABLATURA
Mary Sablatura 4/28/2022
 Seller Buyer Date
MARY SABLATURA



Information About Brokerage Services

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

TYPES OF REAL ESTATE LICENSE HOLDERS:

- # **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- # **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- # Put the interests of the client above all others, including the broker's own interests;
- # Inform the client of any material information about the property or transaction received by the broker;
- # Answer the client's questions and present any offer to or counter-offer from the client; and
- # Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

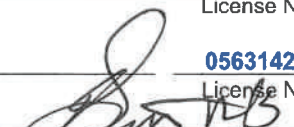
- # Must treat all parties to the transaction impartially and fairly;
- # May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- # Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- # The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- # Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

BHGRE Gary Greene Licensed Broker /Broker Firm Name or Primary Assumed Business Name	475512 License No.	brokerage@garygreene.com Email	(713) 465-6644 Phone
Mark Woodroof Designated Broker of Firm	415360 License No.	brokerage@garygreene.com Email	(713) 465-6644 Phone
Darlene Stewart Licensed Supervisor of Sales Agent/ Associate	0488842 License No.	darlene.stewart@garygreene.com Email	(409)737-5200 Phone
Holly Wade Sales Agent/Associate's Name	0563142 License No.	holly@hollysellsgalveston.com Email	(409)996-9126 Phone
 Buyer/Tenant/Seller/Landlord Initials		4/27/22 Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov



GARY
GREENE

STATEMENT OF POLICY ON AGENCY AND CUSTOMER/CLIENT RELATIONSHIPS

It is the general policy of Better Homes and Gardens Real Estate Gary Greene to provide a full complement of competent, professional services to the buying, selling and leasing public. In providing these services, Better Homes and Gardens Real Estate Gary Greene will allow the public a full range of choices as to how each desires to be served by the company.

Example 1. Better Homes and Gardens Real Estate Gary Greene may represent either the buyer/tenant or the seller/landlord exclusively in a single real estate transaction.

Example 2. Better Homes and Gardens Real Estate Gary Greene may act as an intermediary, with the written consent of the buyer/tenant and seller/landlord, permitting full representation for both sides in a single transaction, giving each the full benefit of separate advisory and negotiating services, while maintaining the confidentiality of each client.

In the event circumstances indicate the possibility of an intermediary status occurring, the sales associates will proceed only after the principals are provided with the appropriate disclosures, and the principals' prior written and informed consent is obtained.

Better Homes and Gardens Real Estate Gary Greene will work with other firms by cooperating with buyers/tenants agents, and offering subagency as appropriate circumstances dictate.

Regardless of the agency relationships, the Better Homes and Gardens Real Estate Gary Greene sales/leasing associate has the duty to treat all parties to the transaction fairly and honestly.



Information About Brokerage Services



AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(To Comply With Federal Law)

BUYER SELLER: Terrence R Sablatura

AGENT: Holly Wade

PROPERTY ADDRESS: 3726 Marina Blvd
Galveston, TX 77554-7816

This is to provide notice that **Better Homes and Gardens Real Estate Gary Greene** (hereafter "**Broker**") has business relationships with (1) **The Gibraltar Group Mortgage**, (2) **The Gibraltar Group Insurance Services**, an insurance agency providing, among other things, homeowners insurance, and (3) **The Gibraltar Group Title Services**, a title insurance agency. The nature of the business relationship is that the **Broker** is a 50% owner in **The Gibraltar Group Mortgage**, a 100% owner of **The Gibraltar Group Insurance Services**, and a 100% owner of **The Gibraltar Group Title Services**.

BECAUSE OF THESE BUSINESS RELATIONSHIPS, YOUR ACCEPTANCE OF ANY REFERRALS TO THESE COMPANIES MAY PROVIDE BROKER AND/OR ITS OWNERS OR EMPLOYEES WITH A FINANCIAL OR OTHER BENEFIT.

Below are estimated charges or range of charges for the settlement services listed. You are **NOT** required to use any of these companies as a condition for the purchasing, sale, or financing of your home. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND/OR THE BEST RATE FOR THESE SERVICES.

Provider	Settlement Services and Estimated Costs
The Gibraltar Group Mortgage	<ul style="list-style-type: none"> • Loan Origination and Discount Points, 0% - 5% of loan. • The Gibraltar Group Mortgage also has 0 point and other lower closing cost programs.
The Gibraltar Group Title Services	<ul style="list-style-type: none"> • Title insurance rates are prescribed by the Texas State Board of Insurance and are the same for all Texas title agencies. Title insurance premiums range from a low of \$328 for a \$10,000 owners policy and \$832 for a \$100,000 owner's policy with the premium rate in between those policy amounts increasing by about three to four dollars for every \$500 increase in policy amount. For policies above \$100,000, use the table on the back side of this form to estimate your title premium based on the amount of coverage you seek. (Discounts and lower re-issue rates may be available if you have a recent prior survey or title policy on the property being insured.) • Guaranty Assessment Recoupment Charge --\$1.80 for each owners and lenders policy issued. • Simultaneous issuance of lender policy will cost \$100 for each policy issued. • Courier \$15-\$35.
The Gibraltar Group Insurance Services	<ul style="list-style-type: none"> • Homeowners insurance policies premiums range: \$500 - \$2,000 per \$100,000 of replacement coverage. • Exact premiums will depend upon various factors, including but not necessarily limited to: (a) detail of coverage, age, size and construction material of dwelling; (b) deductible; (c) location of property; (d) use of dwelling; (e) and other pertinent conditions. • Other products are available.

Acknowledgement

I/we have read this disclosure form and understand that any referrals by BROKER to me/us to purchase the above-described services could result in Broker and/or its owners or employees receiving a financial or other benefit.

Buyer Seller: 
Terrence Sablatura

Date: 4/27/22

Buyer Seller: 

Date: 4/28/2022

Title Basic Premium Calculation for Policies in Excess of \$100,000*

Using the table below, apply these steps to determine basic premium for policies above \$100,000:

Step 1 - In column (1), find the range that includes the policy's face value.

Step 2 - Subtract the value in column (2) from the policy's face value.

Step 3 - Multiply the result in Step 2 by the value in column (3), and round to the nearest dollar.

Step 4 - Add the value in column (4) to the result of the value from Step 3.

(1) Policy Range	(2) Subtract	(3) Multiply by	(4) Add
[\$100,001 - \$1,000,000]	100,000	0.00527	\$832
[\$1,000,001 - \$5,000,000]	1,000,000	0.00433	\$5,575
[\$5,000,001 - \$15,000,000]	5,000,000	0.00357	\$22,895
[\$15,000,001 - \$25,000,000]	15,000,000	0.00254	\$58,595
[\$25,000,001 - \$50,000,000]	25,000,000	0.00152	\$83,995
[\$50,000,001.00 - \$100,000,000.00]	50,000,000	0.00138	\$121,995
[Greater than \$100,000,000.00]	100,000,000	0.00124	\$190,995

* By way of example: (1) Policy is \$268,500; (2) Subtract \$100,000 \implies $\$268,500 - \$100,000 \implies$ Result = \$168,500; (3) Multiply by 0.00527 \implies $\$888 \implies$ Result = \$888; (4) Add \$832 \implies $\$888 + \$832 \implies$ **Final Result = \$1,720**