

Revised October 2012

THIS FORM HAS BEEN APPROVED BY THE
KENTUCKY REAL ESTATE COMMISSION FOR
RESIDENTIAL REAL ESTATE TRANSACTIONS.

**(THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT FULLY
UNDERSTAND THE TERMS OF THIS CONTRACT, CONTACT AN ATTORNEY.)**

(Note that all changes to this contract must be initialed, dated, and timed to comply with state license law.)

**RESIDENTIAL REAL ESTATE
EXCLUSIVE RIGHT TO SELL AGENCY CONTRACT**

Real Estate Company

Date

(1) The term "Broker" as used in this contract shall refer to _____ (firm name)

with the Principal Broker being _____

_____ (address).

The term "Seller" as used in this contract refers to all owners of said property, being: (names and addresses)

(2) In consideration of Broker's agreement to list the below-described property for sale, to use his or her best efforts to find a purchaser, and to perform the additional duties set forth in paragraph 6 below, the Seller hereby grants to the Broker the exclusive right to sell the property located at: (full address) _____

for the gross price of \$ _____ (or any lesser amount that the Seller agrees to accept) on the following terms and conditions: _____

(3) This contract shall begin at _____ on _____ and it shall terminate at midnight on _____.

(4) The Seller warrants that he or she is the owner of the property and is authorized to execute this agreement. Seller further agrees to cooperate with Broker in every way possible to bring about a sale of said property and to refer to Broker all inquiries of other brokers, agents and other persons interested in said property. Seller further agrees that all negotiations or dealings shall be with and through the Broker, and the Broker may list this property with cooperating brokers. Seller further agrees that Broker shall have no responsibility with respect to the condition of the property, its management or care.

(5) Seller authorizes Broker to place a "For Sale" sign on the property, to remove all other signs, and to otherwise advertise said property for sale.

(6) The Broker agrees to make a careful inspection of the property, to secure and compile written information with respect thereto and to make an earnest and continued effort to sell said property at the terms hereinabove set forth. Broker further agrees to promote and advertise said property for sale in the manner that in the judgment of Broker will aid in securing prospects for the Seller's property. Broker further agrees to take prospective buyers through said property at convenient times and from time to time advise Seller as to sale conditions upon Seller's request.

(7) TERMINATION:

(a) Neither Broker nor Seller may terminate this contract prior to the termination date set forth above, unless both Broker and Seller agree to the termination in writing or pursuant to the provisions of 7(b).

(b) Unless otherwise agreed in writing, Seller cannot revoke this contract until its termination date without liability for Broker's expenses incurred in promoting the property. Unless otherwise agreed in writing, the premature termination of this contract by Seller shall not operate to eliminate a commission, which accrues to the Broker under Paragraphs 8 and 9 of this agreement.

(c) This contract will be automatically terminated upon the (1) death of the Seller, (2) condemnation or destruction of property, (3) involuntary sale, by foreclosure or otherwise, of property, (4) bankruptcy of either party, or (5) abandonment of the agency by the Broker (in which event Broker may be liable for damages).

(8) COMPENSATION: If said property is sold pursuant to a contract entered into during the term of this agreement by Broker, or as provided in paragraph 9 of this agreement, by Seller or by any other person, Seller agrees to pay Broker a commission of _____ % of the sales price or a flat fee of \$ _____. Broker will offer _____% of the commission to a Broker representing the Buyer(s).

(9) Broker will provide owner with a list of names of all persons with whom Broker or any other person negotiated concerning the above-described property during the period of this listing no later than _____ working days subsequent to the termination date of this agreement. If this property is sold to any person named in this list prior to the relisting of this property, without the services of another Broker, and within _____ days of the termination date of this contract, Seller agrees to pay Broker a commission of _____ %.

(10) TITLE: In the event of sale, Seller agrees to convey to buyer by deed of General Warranty, a marketable, fee simple title, such as any title company will insure, excepting easements and restrictions of record.

(11) Broker and Seller acknowledge this property is offered to all persons without respect to race, color, sex, religion, national origin, handicap/disabilities, or familial status or any other class as protected by law.

(12) Seller states that the information provided in Paragraph 14 below is true and correct to the best of Seller's knowledge. Seller understands that Broker and Broker's Sales Associates will rely on this information in

promoting said property and agrees to hold the Broker and agents harmless for any liability they may incur for utilizing this information in the authorized promotion of Seller's property.

(13) In the event the seller has commenced negotiations with a potential buyer on the effective date of this listing contract, the seller reserves the right to revise the effective date, not to exceed _____ days greater than the original effective date.

(14) ESCROW DEPOSITS: Broker is authorized to accept deposits on contracts obtained pursuant to this agreement and to deposit same in his or her escrow account; said deposit to be released by Broker at closing or when otherwise authorized under Kentucky Law [KRS 324.111(4) or (6)].

(15)

Street Address List Price

City and/or County Subdivision

Type of Construction Rooms: 1st floor/2nd floor/3rd floor

Approx. sq. ft. Approx. Land Size

Total No. Bedrooms: 1st floor/2nd Floor Closets: 1st floor/2nd floor

Storm Windows Present City Tax State and County Tax

Laundry Fireplace Foundation Roof Sep. Dining Room

Garage/Carport No. Baths 1st floor/2nd floor

Family Room/Den-Library Basement area-Fin./Unfin.

Approx. age Central A/C No. A/C units Eat-in Kitchen

Elec. 220 Gas

Heating: Fuel/Type Water Heater: Fuel/Cap. Water

Encumbr. Payable to Type Loan Mo. Payment: PI/PITI

Deed Book Page No. Sewer Vacant

Schools: Elem. Middle High Parochial

(16)(a) Broker shall cooperate with all licensed brokers and agents in securing prospective purchasers, to the extent that such cooperation does not violate Broker's fiduciary duties to Seller, and shall allow other agents to be present at any showings of the property. _____ yes _____ no _____

SELLER'S INITIALS

or

(b) State the limitations on showings and Broker's cooperation with other licensed brokers and agents: _____

(17) Additional Terms: _____

Seller

Date of Signing Time of Signing

Address

Telephone Number

Seller

Date of Signing Time of Signing

Address

Telephone Number

Seller

Date of Signing Time of Signing

Address

Telephone Number

Principal Broker

Date of Signing Time of Signing

Address

Telephone Number

Authorized Agent

Date of Signing Time of Signing

Address

Telephone Number

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This contract has been approved by the Kentucky Real Estate Commission only as to form. No representation is made as to the legal validity or adequacy of any provision of this contract for any specific transaction.