

**LISTING CONTRACT**  
**EXCLUSIVE RIGHT TO SELL REAL ESTATE**

This form recommended and approved for, but not restricted to use by, the members of the  
North Central WV Real Estate Information Network, Inc. (NCWV REIN)

Broker (Company) \_\_\_\_\_ Phone # \_\_\_\_\_  
Listing Agent \_\_\_\_\_ Phone # \_\_\_\_\_  
Seller(s) \_\_\_\_\_  
Seller(s) Mailing Address \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ E-Mail \_\_\_\_\_

**1. PROPERTY INFORMATION**

**LISTED PRICE \$** \_\_\_\_\_

Address \_\_\_\_\_ District \_\_\_\_\_  
County \_\_\_\_\_ Tax ID # \_\_\_\_\_ Map # \_\_\_\_\_ Parcel # \_\_\_\_\_  
Lot # \_\_\_\_\_ Deed Book \_\_\_\_\_ Page \_\_\_\_\_ Additional Deed Book \_\_\_\_\_ Page \_\_\_\_\_  
Legal Description \_\_\_\_\_

**2. STARTING & ENDING DATES OF LISTING CONTRACT**

STARTING DATE – This Contract starts when signed by Broker and Seller, unless otherwise stated here  
\_\_\_\_\_ and ends on the following Ending Date: \_\_\_\_\_

**3. BROKER'S FEE**

Broker's Fee is \_\_\_\_\_% of the sales price or \$ \_\_\_\_\_ (the minimum commission) whichever is greater.

**4. DUAL AGENCY**

Seller agrees that Broker may also represent the Buyer of the Property, which must be disclosed to the Seller and Buyer. The Broker is a DISCLOSED DUAL AGENT when representing both Seller and the Buyer in the sale of a Property.

**5. COOPERATION WITH OTHER BROKERS**

Agent has explained Broker's policy about cooperating with other Brokers, and Seller consents to such policy. Broker and Seller agree that Broker may pay from Broker's Fee a Fee to another broker who procures the Buyer.

**6. PAYMENT OF BROKER'S FEE**

- A. Seller shall pay Broker's Fee if the Property or any ownership interest in it, is sold or exchanged during the term of this Contract by Broker, Broker's salesperson, Seller, or by any other person or Broker, at sales price and terms acceptable to Seller.
- B. Seller shall pay Broker's Fee for a sale that occurs after the ending date of this Contract IF: The sale occurs within \_\_\_\_\_ days of the ending date, AND the Buyer was shown or negotiated to buy the Property during the term of this contract, AND if the Property is not listed under an "exclusive right to sell Contract" with another Broker at the time of the sale.
- C. If Seller withdraws from a Contract with Buyer or fails, refuses or neglects to sell the Property, then Seller shall pay the Broker's Fee to Broker under the terms of this Contract.

**7. NO OTHER CONTRACTS**

Seller shall not enter into another listing Contract with another Broker that begins before the Ending Date of this Contract.

**8. DEPOSIT MONEY**

Broker shall keep all deposit monies paid by or for the Buyer in a non-interest bearing trust fund until the sale is completed or the agreement of sale is terminated. This real estate trust fund account shall be held as required by real estate licensing laws.

## 9. BROKER NOT RESPONSIBLE FOR DAMAGES

Seller agrees that Broker shall not be held responsible for, and agrees to indemnify and hold the Broker and Broker's agents harmless from, any damage to the Property, personal injury arising on the Property or any loss or theft of personal goods, other than those shown to be solely and directly resulting from Broker's or Broker's agent's acts.

## 10. DUTIES OF THE PARTIES

- A. Seller shall cooperate with Broker and assist in the sale of the Property as asked by Broker, including making the Property available for showings, being responsible for any and all lawn maintenance, home maintenance and cleanings, driveway and walkway snow and ice clearing in the winter and, if vacant, winterization of the Property. Seller further agrees to have the necessary utilities turned on for all inspections during the term of this Contract.
- B. Seller agrees to provide Broker with a copy of the current Declaration or Covenants and Restrictions pertaining to the Property, including all amendments, and to assist in obtaining a copy of the Resale Certificate after a purchase Contract has been entered into by the Seller, if applicable.
- C. If the Property, or any part of it, is rented, Seller shall give a copy of any leases to Broker before signing this Contract. If any leases are oral, Seller shall provide a written summary of the terms, including the amount of rent, ending date, and Tenant's responsibilities. Seller shall give notice when entering into or renewing any leases during the term of this Contract.
- D. Seller shall pay for the following but not limited to, preparation of the deed, excise tax and transfer stamps. Property tax, homeowner's association fee and fire fees shall be pro-rated as of the closing date.
- E. All written or oral inquiries that Seller receives or learns about regarding the purchase of the Property, regardless of the source, shall be referred to Broker.
- F. Broker is acting as a Seller's Agent to market the Property and to negotiate with potential Buyers.

## 11. MARKETING OF PROPERTY

- A. Broker  will/  will not use a Multiple Listing Service (MLS) to advertise the Property to other real estate Brokers and salespersons.
- B. Where permitted, Broker, at Broker's option may use  For Sale sign  Sold sign  Key Lock Box, and
  - a.  Print/electronic advertising including Property photographs and data.
  - b.  Print/electronic advertising including Property address.Seller understands that if (a) above is not selected, consumers who conduct searches for listings on the internet SHALL NOT see information about the listed Property in response to their search. If (b) is not selected the address SHALL NOT display on internet sites.
- C. Seller agrees to remove all marketing signs other than the Broker's.

## 12. SELLER SHALL REVEAL DEFECTS AND ENVIRONMENTAL HAZARDS

- A. Seller shall disclose all known material defects and/or environmental hazards on a separate disclosure statement. A material defect is a problem condition that:
  - (1) is a possible danger to those living on the Property, or
  - (2) has a significant adverse effect on the value of the Property.The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural element, system or subsystem is not by itself a material defect.
- B. If Seller fails to disclose known material defects and/or environmental hazards:
  - (1) Seller shall not hold Broker or Agent responsible in any way;
  - (2) Seller shall protect Broker and Agent from any claims, lawsuit and actions that result;
  - (3) Seller shall pay all of Broker's and Agent's costs that result. This includes attorneys' fees and court-ordered payments or settlements (money Broker or Agent pays to end a lawsuit or claim).

**13. NOTICE TO PERSONS OFFERING TO SELL**

Seller agrees that the Property shall be offered, shown and made available for sale to all persons without regard to race, color, religion, national origin, sex, age, physical or mental handicap, familial status or marital status.

**14. ITEMS INCLUDED/NOT INCLUDED IN THE PRICE OF THE PROPERTY**

A. INCLUDED in the sale are all existing items (free of liens) permanently installed in the Property, including: plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; un-potted shrubbery, plantings, and trees; sump pumps; storage sheds; mailboxes; wall-to-wall carpet; existing window screens; storm windows and screen/storm doors; window covering hardware, shades and blinds; built-in air conditioners; built-in appliances unless otherwise stated. Also included:

B. LEASED items (not owned by Seller): \_\_\_\_\_

C. EXCLUDED fixtures and items: \_\_\_\_\_

**15. ADDITIONAL AGREEMENTS**

A. Seller has been informed that a home warranty is available for this Property. Seller has elected  to  not to obtain a home warranty. Seller acknowledges that the Broker may receive a fee for each Home Warranty sold.

B. Seller acknowledges being informed that the septic system and/or private water system may be required to be tested. If Property is vacant Seller may be required to escrow a portion of the sales proceeds at closing until septic and/or private water system is tested and approved. Any septic tank pumping fee, if required, shall be at Seller's expense.

C. If house was built before 1978, a lead based paint disclosure form is to be attached and made a part of this contract.

D. Other: \_\_\_\_\_

**16. NOTICES BEFORE SIGNING**

A. If Seller has a legal or a tax question, Seller is advised to consult an attorney and/or accountant.

B. Seller warrants and represents that Seller has good and marketable title to the Property and verifies that Seller is the sole owner and/or has the legal right to offer and sell the Property.

C. West Virginia law requires the closing agent to collect potential state income taxes from non-resident Sellers on the profit from the sale of the Property.

**17. OTHER ITEMS**

**18. ACKNOWLEDGEMENT**

Seller has read this entire Contract before signing. All Sellers must sign this Contract. Return by facsimile (FAX) or electronic transmission (email) is equivalent as returning the original of this Contract.

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

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

BROKER (Company Name) \_\_\_\_\_

ACCEPTED BY BROKER \_\_\_\_\_ Date: \_\_\_\_\_