

EXCLUSIVE AUTHORIZATION TO SELL

PROPERTY ADDRESS: 32958 Coal River Road, Sylvester, WV 25193

OWNER/SELLER(S): James A. Howell and Crystal N. Howell

As of this date, 01/15/2024 the above stated Owner/Seller(s) of the property and more specifically known as 7-Sylvester Corp District in the County of Boone County Map 1 Parcel 51 & 52

Deed Book 283 Page 842 Will Book _____ Page _____ in the State of West Virginia, do hereby irrevocably grant the undersigned Broker of ALTRUIST REALTY GROUP the EXCLUSIVE AUTHORIZATION AND RIGHT to sell the said real property owned by them. The Purchase Price for the said stated property shall be: \$299900.00


(Two-hundred ninety-nine thousand nine hundred dollars Dollars) or at such price and terms as shall be acceptable to the Owner/Seller(s). Owner/Seller(s) agree to transfer the following personal property which shall be included in the above Purchase Price: All items inside hotel convey.


Term of Agreement shall expire: 07/15/2024 Owner/Seller(s) agrees to pay Broker as compensation for services rendered 3.75 Percent(%) or a fee in the amount of _____ of the accepted Purchase Price, IF:

- 1) Broker procures a Buyer during the term hereof on the terms specified herein or on any other terms acceptable to Owner/Seller(s);
- 2) The property is sold, exchanged, and/or otherwise transferred during the term hereof, by Owner/Seller(s) or through any other source;
- 3) The property is withdrawn from sale, and transferred, conveyed, leased without the consent of Broker, or made unmarketable by Owner/Seller(s) voluntary act during the term hereof or any extension thereof; and
- 4) A sale, exchange, or other transfer of the property is made by the Owner/Seller(s) within 120 days after the termination of this agreement or any extension thereof, to persons with whom Broker and/or any other Agent shall have shown said property to during term of this agreement or extensions thereof. *HOWEVER*, this provision shall not apply if, during the term of said protection period, a valid Exclusive Listing Agreement is entered into with another licensed real estate Broker.

Owner/Seller(s) authorizes Broker to appoint subagents to assist Broker in caring out Broker's obligations hereunder. Owner/Seller(s) agrees to make available to Broker and prospective Buyers, all data, records, and /or documents pertaining to the property necessary for disclosure purposes. Owner/Seller(s) agrees to allow Broker, or any other Broker with whom Broker chooses to cooperate, to show the property at reasonable times and upon reasonable notice. Owner/Seller(s) agrees to commit no act which might tend to obstruct the Broker's performance hereunder. In the event of a sale, Owner/Seller(s) will promptly, upon Broker's request, deposit in escrow all instruments necessary to complete the sale. Broker is authorized to accept and hold on Owner/Seller(s) behalf a deposit upon the Purchase Price in Broker's Trust Account. Should Owner/Seller(s) executed a Seller's Disclosure, Broker is authorized to furnish copies to potential Buyers. Owner/Seller(s) warrants the accuracy of the information furnished herein with respect to the above described property and agrees to hold the Broker and ALTRUIST REALTY GROUP harmless from any liabilities or damages arising out of incorrect or undisclosed information. Should property being sold be an investment property, Owner/Seller(s) agree to notify Broker within seven (7) days of any changes in rentals and/or expenses of the property. Closing Agent/Attorney is authorized to pay commissions due at closing. This property will be offered in compliance with State and Federal anti-discrimination and Fair Housing regulations.

EXCLUSIONS FROM THIS AGREEMENT: _____

Initial

01/15/24
1:40 PM EST
dotloop verified


01/15/24
1:16 PM EST
dotloop verified

Owner/Seller(s) do hereby authorize the Broker to do the following:

- 1) List the property with the local Multiple Listing Service yes no
 - 2) Disseminate Listing Content to On-Line publishers** yes no
 - 3) Report terms of the sale to the Multiple Listing Service yes no
 - 4) Place a For Sale Sign on the Property to be sold yes no
 - 5) Place a Lock Box on the said property yes no
 - 6) Allow Broker to cooperate with other Brokerages yes no
 - 7) Allow Broker to Compensate cooperating Brokers/Buyer's Brokers yes no
- And may divide the compensation in any manner acceptable to Listing Broker

* If suit is brought to collect the compensation or if Broker successfully defends any action brought against Broker by Owner/Seller(s) pertaining to this authorization or under any sales agreement pertaining to said property, Owner/Seller(s) agrees to pay all costs incurred by Broker in connection with such action, including but not limited to, any attorneys' fees.

* Owner/Seller(s) for itself, its heirs, legal representatives, successors, employees, agents, attorneys and assigns, hold harmless Broker, Broker's predecessors, parent companies, subsidiaries, and affiliates, along with all employees, agents, successors, attorneys, assignees, shareholders, officers, directors, and representatives of all such persons or entities, from any and all claims, demands, debts, causes of action, damages, and liabilities resulting from Publishers' potential actions or inactions, as listed below, and any other actions or inactions as Publishers may from time to time practice or engage. Seller understands and agrees that by authorizing Broker to send Seller Listing Content to Publishers, some or all other following actions by Publishers may occur:

- 1) Publishers may transmit Owner/Seller Listing Content to other Publishers without Broker's knowledge, preventing Broker from monitoring or managing Seller Listing Content. Owner/Seller Listing Content may become inaccurate and remain on some Publishers websites after Seller's home has been sold or is otherwise no longer for sale;
- 2) Publishers sell ads and designations to agents that can cause prospective buyers' inquiries for information about Seller's home to be diverted from the Listing Agent to agents who are unfamiliar with Seller's property;
- 3) Prospective Buyers' search results may be based upon compensation to Publisher in lieu of the prospective Buyer's search criteria, resulting in Owner/Seller Listing Content being unavailable to Buyers on a fair and equitable, or otherwise unbiased, basis.
- 4) Publishers may not update Owner/Seller Listing Content on a timely basis, causing the price, status, and other information to be inaccurate, which may cause Buyers to be misled, misinformed, or confused;
- 5) Publishers may display an inaccurate estimated value next to Seller Listing Content that could cause prospective Buyers to make low or unrealistic offers on Owner/Seller's property;
- 6) Publishers' respective websites' terms of use authorize them to manipulate and omit data from Owner/Seller's listing Content to produce a result that may mislead, misinform, or confuse Prospective Buyers;
- 7) Owner/Seller Listing Content may be comingled with "For Sale by Owner" homes, foreclosed homes, pre-foreclosure homes, and homes that have been sold, expired, or are otherwise off-the-market and not for sale;
- 8) Publishers may not possess reasonable mechanisms aimed at preventing screen scraping for unauthorized use of Owner/Seller Listing Content by unknown entities;
- 9) Publishers may sell decorative titles such as "Premier Agent" and "Pro Agent" to anyone without regard to their qualifications. These individuals names and contact information will be prominently displayed next to Owner/Seller Listing Content; and,
- 10) Publishers will own your property's listing data in perpetuity, and they will have the right to use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, and translate in connection with their current and future services or in any other media, and they will be allowed to sub-license these rights to anyone at any time.

RECEIPT OF A COPY OF THIS AUTHORIZATION IS HEREBY ACKNOWLEDGED

In consideration of the execution hereof, the undersigned Broker agrees to use diligence in effecting a sale of said property:

AGENT: *Miranda Ullman* dotloop verified 01/15/24 10:14 AM EST 5144-ZZHT-DNFG-ICOU

SELLER: *James R. Howell* dotloop verified 01/15/24 1:40 PM EST L1RL-BE2I-ZRJV-DBAG

DATE: _____

SELLER: *Crystal N. Howell* dotloop verified 01/15/24 1:16 PM EST 24LN-EJUL-U4HO-GJSA

ALTRUIST REALTY GROUP
122 APPALACHIAND DRIVE
BECKLEY WV 25801
(304)575-0838
DAVID E CHINN JR-BROKER

ADDRESS: 32958 Coal River Rd Sylvester WV 25193

EMAIL: kduncan0303@yahoo.com, nicholehowell2000@yahoo.com

NOA: LBP: SD: C&Rs

PHONE: _____

WV RESIDENT: YES NO Date to add to MLS: 01/15/2024