

EXCLUSIVE RIGHT TO SELL CONTRACT

For use only by Members of Bluegrass REALTORS®.

In consideration of your agreement to list the property for sale described as 181-83 Cedar Bluff Drive, Monticello, KY 42633

and place this listing on the Multiple Listing Service of Bluegrass REALTORS®, Inc and to use your efforts to find a purchaser, I (we) the seller(s) do hereby agree

- TERMS OF AGENCY:** To give said listing broker the exclusive right and privilege commencing on 01/01/2024 and ending at midnight on 07/01/2024 to sell the described real property for the price of thirty nine thousand five hundred dollars (\$ \$39,500) and upon the terms and conditions as set forth herein, or for such other price, terms or conditions to which I (we) may agree. The broker or broker associates will not advise on matters outside the scope of their real estate license.
- COMMISSION:** To pay said listing broker 6% of the gross contract sales price as per closing documents for services (a) in case of a sale or exchange of said property or any part of it within said listing period by the seller(s), the listing broker, or by any person or (b) upon the listing broker finding a buyer who is ready, willing and able to complete the purchase on the terms of this agreement as proposed by the seller(s) or (c) in case of any such sale or exchange of the said property or any part of it within 15 days (protection period) subsequent to the expiration of this agreement to any party shown the property or any part of it during the term of the listing; however, that the provisions of this subparagraph (c) shall not apply if a commission is earned for the sale or exchange of the property by another licensed real estate broker acting pursuant to an exclusive right to sell listing contract or an exclusive listing entered into during said protection period. In the event subagency is offered, listing broker is authorized to negotiate the division of commission with said subagent. Owner further agrees that in the event a buyer or transaction broker participates in the sale, the listing broker is hereby authorized to negotiate the division of the commission with said buyer broker or transaction broker.
- LIMITED DUAL AGENCY:** Pursuant to this agreement, broker will be acting in the capacity of seller's agent. However, seller hereby specifically acknowledges that the listing broker may also represent buyers. Should any such buyer become interested in the property which is the subject of this Exclusive Right to Sell Contract, the seller, upon notification by the listing broker, may authorize the listing broker to serve as a limited dual agent for seller and buyer. As a limited dual agent the listing broker has the duty to make a full and timely disclosure of all material facts and information within his/her knowledge which might in any way affect either the seller's or buyer's rights and interest or otherwise influence either party's action or decisions in connection with the contemplated transaction. Notwithstanding the foregoing, to the extent that confidential information has been communicated to the listing broker by either party, it is agreed that the listing broker is not required to disclose and will not disclose such information to the other party. For example, listing broker will not disclose to the seller that the buyer will pay a sum greater than the price offered and will not disclose to the buyer that the seller will accept a price less than the listing price; and the listing broker will not disclose information relating to prior offers and counter-offers involving the parties, nor information relating to either party's motivation to enter into the transaction.
- TITLE:** To provide an unencumbered, marketable title to said property conveyed by deed of general warranty, with the usual covenants such as any title company will insure, except easements of record and all restrictions as to use and improvements of the property of record and any restrictions imposed by the planning and zoning commission and except
- POSSESSION:** To give possession with deed
- EARNEST MONEY:** That in the event of a buyer's default and the earnest money is relinquished by the buyer(s) as liquidated damages, said earnest money deposit shall be divided one-half to the listing broker and one-half to the seller(s). However, broker's one-half cannot exceed the amount of the commission that would have been earned on the sale.
- ADVERTISING:** That the listing broker may display a "For Sale" and/or "Sold" sign on said property, except where prohibited by law or covenant and remove all other signs. Broker may advertise/market the property in any media deemed appropriate including but not limited to radio, newspaper, TV, internet, multiple photos and/or virtual tours.

Seller's Initials SM Seller's Initials Seller's Initials Seller's Initials
 Date/Time 01/01/2024 Date/Time Date/Time Date/Time

EXCLUSIVE RIGHT TO SELL CONTRACT

Property Address: 181-83 Cedar Bluff Drive, Monticello, KY 42633

- 8. In Compliance with KRS 324.117(4), hereby inform seller(s) that all advertising published by agent or by the seller(s) under our listing agreement must include the name of the real estate company or the name of the principal broker (with a designation that he or she is the principal broker). Further advise the seller(s) that failure to include the company name or the principal broker name in all advertising will constitute a license law violation by listing agent, and will subject agent to discipline (including fines) by the Kentucky Real Estate Commission. By signing below, the seller(s) agrees that he or she will run all proposed advertising by agent or principal broker and will include the company name or the principal broker name in all advertising published by seller(s).
- 9. To refer to said listing broker all inquiries from other brokers, salesmen and prospective purchasers during the term of this listing.
- 10. **FAIR HOUSING:** To offer said property without regard to race, color, sex, creed, religion, national origin, handicap, familial status, sexual orientation, or gender identity. The seller(s), by signing this contract hereby acknowledge(s) receipt from the listing REALTOR®, a copy of a brochure entitled, "What Kentucky's Fair Housing Law Means (Your Rights and Responsibilities under Kentucky's Civil Rights Act.)".
- 11. **ACCURACY AND DISCLOSURE:** To warrant the accuracy of the information of the description of the property provided herewith to said listing broker and agree to hold listing broker and the Multiple Listing Service of Bluegrass REALTORS®, Inc. harmless from any liability or damage arising out of any incorrect information knowingly withheld by the seller(s). A "Seller's Real Property History" form will be completed at the time of signing this listing contract.
- 12. **LOCK BOX:** That the listing broker may install a type of lock box which may provide access to others, including brokers, real estate agents, appraisers, home inspectors and others, which in the discretion of the broker, are necessary to complete the transaction. Seller(s) agrees to release all authorized brokers, and their sales associates, from any loss, injury or damage to persons and property arising from the presence of said lock box, which is not the direct result of gross negligence on the part of said brokers and their sales associates. All valuables should be safe guarded or removed from the premises while the lock box is in place. This paragraph is applicable only if initialed by the seller(s).


Initials _____ Date/Time _____
 Initials _____ Date/Time _____
 Initials _____ Date/Time _____
 Initials _____ Date/Time _____

- 13. **INSPECTIONS:** Sellers acknowledge and agree to the following: (1A) they have been informed by the listing broker that buyers, or their representative, may request certain property inspections, including, but not limited to a wood destroying organisms inspection, which will be made subsequent to the signing of the offer to purchase contract; (1B) Complete property inspection; (2) in the event wood destroying organisms are found, the sellers shall be obligated to pay to have the property treated, and in the event of damage from wood destroying organisms, obligated to have such damage repaired at a cost to the seller not to exceed 1% of the sales price; and (3) to cooperate with buyers and/or buyer's inspectors by permitting access to the property.

No amendment or alterations in the terms hereof shall be valid or binding unless made in writing and signed by the parties hereto.

We have read this contract, understand fully the contents thereof, understand that this is the complete content of said contract, understand that upon signing, this contract becomes legally binding, and acknowledge receipt of same. Should legal action be instituted to collect a commission under this contract, the Broker(s), if successful, shall be entitled to receive all costs, including a reasonable attorney's fee. If you have any questions regarding the terms and content of this contract, please do not hesitate to ask or consult legal counsel.

Accepted this _____ day of _____, 20_____.

 <small>dotloop verified 01/30/24 2:02 PM EST Y9FY-KL2A-A6XW-B9V</small>			
<small>SELLER'S Signature</small>	<small>SELLER'S Signature</small>	<small>SELLER'S Signature</small>	<small>SELLER'S Signature</small>
Johnnie Manning			
<small>SELLER'S Printed Name</small>	<small>SELLER'S Printed Name</small>	<small>SELLER'S Printed Name</small>	<small>SELLER'S Printed Name</small>
<small>Date and Time</small>	<small>Date and Time</small>	<small>Date and Time</small>	<small>Date and Time</small>

Brokerage/Company Name Re/Max Country Lakes Broker's Name _____
(Print/Type) (Print/Type)

By: Listing Agent  dotloop verified
01/30/24 9:16 AM EST
M2EG-NDEG-RCRH-4UE

SOMERSET - LAKE CUMBERLAND ASSOCIATION OF REALTORS EXCLUSIVE RIGHT TO SELL CONTRACT

This Exclusive Right to Sell Contract, hereinafter CONTRACT, entered into this the 13th day of August 2022, by and between Johnnie Manning, hereinafter SELLER, and Re/Max Country Lakes, hereinafter Broker, for the purpose of SELLER retaining REALTOR'S services to sell certain real estate located in Wayne County, Kentucky, and known as Lots 104,105, Kentucky, hereinafter PROPERTY. Described as MM-03-032.00

1. In consideration of REALTOR'S agreement to list the property for sale and to use REALTOR'S efforts to find a purchaser. Seller hereby grants REALTOR the exclusive right and privilege for the period from 01/01/2024 to 07/01/24 to sell the hereinafter described real property for the gross price of twenty-two thousand five hundred dollars (\$ 22,500) and to accept a deposit thereon, upon the items and conditions as set forth herein:

2. If the property is sold before the expiration of this agreement by Seller or any other person, Seller agrees to pay REALTOR the commission of 6% . Such compensation shall be paid if the property is sold, conveyed, or otherwise transferred within 60 days after the termination of this agreement, or any extension hereof, to anyone (I) with whom the REALTOR or Seller have negotiated during the term of this agreement, or (II) with whom REALTOR or Seller have discussed the property during the term of this agreement, or (III) who obtained information from REALTOR or Seller during the term of this agreement; provided, with respect to such above persons, Seller shall not be obligated to pay such a compensation if a valid exclusive right to sell contract is entered into during the term of said protection period with another licensed REALTOR and the sale, lease or exchange of the property is made during the terms of the protection period.

3. All escrow deposits paid upon purchase price shall be held by the REALTOR in an Escrow account until consummation of the sale or other dispensation as provided herein. Any forfeited escrow deposit shall be divided between the Seller and the REALTOR on a 50/50 basis, but in no case is the REALTOR'S commission to exceed his regular stated commission. However, if the purchaser forfeits the escrow deposit and breaches a purchase contract and should the seller fail to enforce specific performance of this purchase contract within 14 days after the breach of the purchase contract by the Purchaser, then the escrow deposit shall be retained by REALTOR as his commission, but in no case to exceed the regularly stated commission to be paid to REALTOR.

4. An unencumbered, marketable title to said property is to be conveyed by deed of general warranty, with the usual covenants such as a title company may insure, except of record and all restrictions as to use and improvement of property of record and any restrictions imposed by the planning and zoning commission except

5. REALTOR is hereby authorized to place a "For Sale/Sold" sign on said property, to remove all other signs, and exhibit said property to any prospective purchaser.

6. (Where applicable) it is understood that this listing will be placed in the Somerset-Lake Cumberland Association of REALTOR'S Multiple Listing Service of which the REALTOR named herein is a Participant. The broker may disclose sales information in the MLS upon signing of the Sales and Purchase Contract.

7. It is understood that REALTOR shall not discriminate on the basis of race, religion, color, sex, familial status, national origin, or disability.

8. This agreement has been executed in multiple copies and our signature hereon acknowledges that we have received a copy.

9. Seller warrants that, to the best of his/her knowledge, there are no material defects, hidden or obvious, in or on the property, which have not been disclosed to REALTOR in writing. Seller further warrants that Seller has reviewed the information contained in this contract, upon which the REALTOR will rely on, and that such information is accurate to the best of his/her knowledge. Seller agrees to defend, indemnify and hold REALTOR harmless, including indemnification for attorney's fees and court costs, from any and all claims arising out of any information, or omission of any information presented to REALTOR by Seller.

10. Seller hereby represents that there are no environmental violations existing or occurring on the property and that seller will indemnify, save and hold harmless REALTOR from any and all claims pertaining to environmental matter.

11. Seller hereby authorizes REALTOR to install a type of lock box that is approved by the Somerset-Lake Cumberland Association of REALTORS and to release all authorized REALTORS from any loss, injury, or damage to persons and property arising from the presence of said lock box, which is not the direct result of gross negligence on the part of the said authorized REALTORS. This paragraph is applicable only if initiated by the Seller(s).
Initials [] Initials []

12. Seller(s) hereby agrees to indemnify broker from any and all legal costs and expenses, including attorney fees, incurred by the broker in relation to enforcement of this contract and agreement.

ACCEPTED DATE _____ TIME _____ SELLER Johnnie Manning
REALTOR Janial Brake SELLER _____

OFFICE PHONE 606-200-5061 44 Harper Drive Monticello KY 42633
MAILING ADDRESS

AGENT PHONE 1606278698