



Ritchie Realty, Inc.
1410 Lynn Camp Rd
Pennsboro, WV
26415

**RITCHIE REALTY INC.
1410 LYNN CAMP ROAD
PENNSBORO, WV 26415**

My State MLS

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT MLS# 11251651 This is a legally binding contract, if not fully understood seek competent legal advice before signing. This Exclusive Right to Sell Listing Agreement, hereinafter referred to as "Agreement", is between John L. &

Cheryl A. Pymer, hereinafter referred to as "Seller", and Ritchie Realty, Inc., Licensed Real Estate Broker, hereinafter referred to as "Principal Broker". Seller hereby gives to Principal Broker the sole and exclusive right to sell the property located at

107 Turkey Run Rd, Harrisville WV 26362, hereinafter referred to as "Property", said Property being assessed as 547 134.14 Ac Bunnels Run

Clay District, Map 34 Parcel 11.1 and in any attached addendum, which, when reviewed and signed by Seller, will become part of this Agreement. Seller agrees that within 10 days Seller will review and approve the accuracy of the Property listing as it appears in My State MLS. A copy of the Property listing will be provided by the Principal Broker via fax, email or mail and Seller will advise the Principal Broker of any necessary changes. Information on said attached addendum is deemed reliable but not guaranteed by the Seller or Seller's representative(s). The listing price of Property shall be \$ 595,000. Seller authorizes Principal Broker to submit this listing information to MY State MLS, a multiple listing service, within 48 hours of the start date of the contract and to make an offer of cooperation or compensation to all participants of MY State MLS and to any other licensed broker(s) with whom the Principal Broker deems that cooperation is in the seller's interest. The listing shall start on 2/16/24 and end 8/16/24 at midnight. Seller agrees to pay to the Principal Broker a brokerage fee of 6 % of the selling price or a minimum of \$2500.00 (whichever is greater) when earned and in no event later than the time of closing if a purchase offer is accepted by the Seller during the above listing period or any extension thereof. Seller and Principal Broker further agree that if subject property is sold, exchanged, conveyed or contracted to be sold, exchanged or conveyed to anyone during said listing period the Principal Broker shall be entitled to the aforementioned brokerage commission. Seller agrees to allow Principal Broker to compensate any MY State MLS member broker(s) who may participate in the sale of the Property. Seller hereby authorizes the Principal Broker to offer the following compensation to be a portion of the agreed upon commission or other compensation: 3 % commission to a Buyer's agent 3 % commission to a Broker's agent 3 % commission to a sub-agent. The Principal Broker may compensate any broker who is not a member of MY State MLS at the Principal Broker's sole discretion. However, Seller is entitled to disclosure of any such compensation arrangement. Seller also agrees if a sale of the Property is made within 180 days after the expiration date of this agreement to any purchaser to whom the Property was shown by anyone during the term of this agreement, the said brokerage fee, as indicated above, will be paid to the Principal Broker. However, the Seller shall not be obligated to pay such brokerage fee if the Property is listed in writing with another licensed real estate broker during such 180 day period.

Jms 2/16/24 Principal Broker
Initial & Date

JLR 2/16/24 Seller Initial & Date
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During the term of this Agreement:

1. Seller hereby authorizes the Principal Broker to make and use photographs and promotional material of the Property for advertising as the Principal Broker may deem advisable, and these promotional materials shall be and remain the sole property of the Principal Broker.

2. Seller grants to the Principal Broker the sole and exclusive right to affix and maintain the Principle Broker's "For Sale" sign on the Property: Yes No (check "Yes" or "No").

3. Seller agrees to refer any and all inquiries concerning the Property to the Principal Broker.

4. Seller agrees to accept a binder or purchase contract for cash or contingent on the purchaser's ability to obtain financing, providing any and all other contingencies in the binder or purchase agreement are acceptable to Seller.

5. Seller agrees not to rent or lease the Property during the term of this Agreement.

6. Seller agrees that a lock box supplied by Principal Broker shall be installed: Yes No

Seller and Principal Broker agree that the Property is listed in full compliance with local, state and federal Fair Housing Laws, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap, familial status, or national origin.

Seller elects that any offers to purchase the Property and all negotiations shall be submitted by the Listing / Principal (circle one) Broker or authorized agent of Principal Broker.

Seller understands that any cooperating broker (subagent, buyer-agent or broker agent) or his/her representative has the right to participate in the presentation to the Seller of any offer to purchase secured or obtained by said cooperating broker. Said cooperating broker or their agent does NOT have the right to be present at any discussion or evaluation of that offer between the Seller and the Principal Broker.

However, if the Seller gives written instructions to the Principal Broker that the cooperating broker NOT be present when an offer that the cooperating broker has secured is presented, the cooperating broker has the right to a copy of the seller's written instructions but may NOT be in attendance at the presentation of said offer. None of the foregoing diminishes the Principal Broker's right to control the establishment of appointments for such presentations.

Seller hereby authorizes the Principal Broker to continue to submit all offers to Seller until: (initial one)

1. Seller has fully executed formal contract 2. Closing on Property Seller hereby authorizes the Principal Broker to obtain a copy of the contract of sale, including any contract revisions or modifications, from the Seller's attorney.

The undersigned Principal Broker agrees to make diligent efforts to effect a sale of said Property. Seller authorizes the Principal Broker to use his/her discretion in determining the appropriate marketing approach, unless a specific marketing plan is signed by the parties to this Agreement and attached hereto.

An "Exclusive Agency" listing means that if you, the owner of the property, find a buyer, you will not have to pay a commission to the broker, however, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

An "Exclusive Right to Sell" listing means that if you, the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker. This listing Agreement shall remain in effect until the property is sold, the listing term expires or upon the written agreement to terminate the listing by both the Seller(s) and the Principal Broker (Licensed Real Estate Broker named herein).

DUAL AGENCY: Owner acknowledges that from time to time real estate licenses may elect to represent buyers as clients. The broker does represent purchasers as clients and it is therefore possible for dual agency to arise. Under state law, brokers may represent both the buyer and the seller in the same real estate transaction. This is known as "dual agency". This can occur ONLY with the KNOWLEDGE and WRITTEN CONSENT of both the buyer and the owner. If a broker does obtain written consent to

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represent both the buyer and the seller, there is a limitation on the broker's ability to represent either party fully and exclusively. The broker will inform the owner about the specifics of those limitations. If this situation should arise. Absent your KNOWLEDGE and WRITTEN CONSENT the broker cannot modify the relationship created by this agreement which is an exclusive seller's agency.

OWNERS WARRANTY OF INFORMATION: Owner hereby represents and warrants to broker and all the participants that all written information relating to the property provided to the broker by owner, including the information contained on the MLS profile form, is true and correct. Owner agrees to hold broker and any cooperating brokers, and the MLS harmless from damages, costs, attorney's fees, or expenses whatever, arising by reason of owner's withholding of any pertinent information or the giving of any incorrect information. Owner is hereby advised that broker or any cooperating broker shall rely upon said written representation as to the truth and accuracy thereof for the purpose of providing said information to prospective buyers and for the purpose of giving written notice of said reliance to prospective buyers. Owner is further advised that if said information is false or inaccurate, owner may be held liable for all damages caused by said falsity and inaccuracy. Owner hereby authorized broker and any cooperating brokers to require all earnest money contracts for the sale of the property include a written disclosure advising the prospective buyer that certain information relating to the property has been received by broker and cooperating brokers from owner or other sources and that broker and cooperating brokers do not warrant or guarantee such information.

IMPROVEMENTS AND FIXTURES: All buildings and improvements, including fixtures (which includes, but is not limited to all ight fixtures, chandeliers, plumbing fixtures, mechanical equipment, pools, spas, jacuzzia, curtain and drapery rods, venetian blinds, shutters, screens, window shades, linoleum, wall-to-wall carpeting, mirrors fixed in place, attic fans, permanently installed heating and air conditioning units and equipment, mail boxes, water softeners, awnings, storm window and doors, satellite antenna, TV antennas, built-in appliances, and all flowers, tree and shrubs) on the subject property are to remain with the property and are to be delivered to the purchaser in good condition as they are on the date of this agreement, ordinary wear and tear excepted, except as hereinafter provided. Owner represents that all mechanical equipment including but not limited to heating, air conditioning, electrical and plumbing systems, septic system, well, and built-in appliances are in operating condition as of the date hereof unless it is otherwise provided herein and all such equipment and appliances will be in operating condition at the time possession of this property is delivered to the purchaser.

DEFECTS

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PROPERTY DEFECT: Owner hereby acknowledges that it is the duty of the owner to disclose to any and all prospective purchasers any defects known to the seller/owner but which are not discovered by a visual inspection of the property by the purchaser. Owner hereby represents to the broker: (1) That he is not aware of any hidden defects in said property or mechanical equipment or other fixtures which have not been set out below or otherwise disclosed to the broker in writing, AND (2) That no complaints have been made by any governmental body as to the condition of said premises or as to the need of repairs and improvements, AND (3) That the owner is not aware of any occurrences of any traumatic or unusual event upon the property such as homicides, suicides, or criminal activity, AND (4) That the owner is not aware of any environmental hazards, the storage of any chemicals or substances about the premises or any underground storage tanks on the premises, EXCEPT AS HEREINAFTER SET Out:

The owner, in order to protect both the owner and broker, specifically empowers the broker to DISCLOSE these hidden defects to prospective purchasers. Such disclosure is required by state law. If a seller's/owner's property disclosure form is completed by the owner, it shall be made available to all prospective purchasers.

MLS AND ELECTRONIC FILING: The broker is a participant in the My State MLS (Multiple Listing Service) and will file this listing electronically with said service, unless otherwise directed in writing by owner, and thereby makes a blanket unilateral offer of cooperation to other participants in those services in accordance with the directions of the owner herein and terms set out above.

TITLE: Owner represents that owner has marketable title to the property described in this listing agreement. Owner further represents that owner has the ability to deliver a general warranty deed to any purchaser. There are no other persons or entities claiming any interest in this property except for mortgagees as set out in the property profile.

I/We understand the above explanations and all terms of this Agreement. This agreement is binding upon the parties hereto, their heirs, administrators, executors, successors and assigns. All changes in this agreement must be in writing. Unless specifically agreed to in writing by all parties to this agreement, this agreement is not subject to cancellation or revocation.

SELLER: John D. Rymer Principal Broker: Janet M. Stanley
SELLER: Cheryl Rymer Date signed by Seller: 2/16/24

Listing will not be Advertised or published until after ~~March 4, 2024~~ April 8, 2024. And shall be Exclusive with Ritchie Realty until May 1, 2024

NOTICE OF AGENCY RELATIONSHIP

When working with a real estate agent in buying or selling real estate West Virginia Law requires that you be informed of whom the agent is representing in the transaction.

The agent may represent the seller, the buyer, or both. The party represented by the agent is known as the agent's principal and as such, the agent owes the principal the duty of utmost care, integrity, honesty and loyalty.

Regardless of whom they represent, the agent has the following duties to both the buyer and the seller in any transaction:

- * Diligent exercise of reasonable skill and care in the performance of the agent's duties.
- * A duty of honest and fair dealing and good faith.
- * Must offer all property without regard to race, color, religion, sex, ancestry, physical or mental handicap, national origin or familial status.
- * Must promptly present all written offers to the owner.
- * Provide a true legible copy of every contract to each person signing the contract.

The agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

Should you desire to have a real estate agent represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both parties. If you have any questions about the roles and responsibilities of a real estate agent, they can provide information upon your request.

In compliance with the West Virginia Real Estate License Act, all parties are hereby notified that:

(printed name of agent) Janet M. Stanley, affiliated with

(firm name) Ritchie Realty, Inc., is acting as agent of:

- The Seller, as listing agent or subagent. The Buyer, as the buyer's agent.
 Both the Seller and Buyer, with the full knowledge and consent of both parties.

CERTIFICATION			
By signing below, the parties certify that they have read and understand the information contained in this disclosure and have been provided with signed copies prior to signing any contract.			
<u>John L. Rymer</u> Seller	<u>2/16/24</u> Date	Buyer	Date
<u>Cheryl Rymer</u> Seller	<u>2/16/24</u> Date	Buyer	Date
Seller	Date	Buyer	Date

I hereby certify that I have provided the above named individuals with a copy of this form prior to signing any contract.

Agent's Signature Janet M. Stanley
Date 2/16/24

WV Real Estate Commission
300 Capitol Street, Suite 400
Charleston, WV 25301
304.558.3555
<www.wvrec.org>

This form has been promulgated by the WVREC for required use by all West Virginia real estate licensees.

