



EXCLUSIVE RIGHT TO SELL CONTRACT

(This Standard Form Prepared by the South Central Kentucky Association of REALTORS® for Exclusive Use of Members)



This Exclusive Right to Sell Contract, hereinafter, CONTRACT, entered into this the 3 day of March, 2023
by and between Anna Workman & Stephanie Ann Moore
(Full legal name of all SELLERS as defined in KRS 382.135)

and Keller Williams First Choice Realty, hereinafter SELLER,
BROKER'S services to sell certain real estate located in Barren, hereinafter BROKER, for the purpose of SELLER retaining
County, Kentucky, and known as
Described as House & lot 906 Eagle Point Dr. Austin KY 42123, hereinafter PROPERTY.
IN CONSIDERATION of the mutual covenants and promises contained herein, the SELLER and BROKER agree as follows:

1. SELLER hereby grants the BROKER, and the BROKER hereby accepts, the exclusive right and privilege to offer said PROPERTY for sale at the gross sales price of Four Hundred Twenty Five Thousand (\$ 425,000).
Beginning at 11 A.M. on 3-3, 2023, and ending at 11:59 P.M. 9-3, 2023.
upon the terms and conditions set forth herein, or such other terms and conditions as SELLER may agree. The terms of this contract shall apply to all existing contracts and any pending offers as of the foregoing termination date and time.

2. **BROKERAGE FEE:** If the said property is sold before the expiration of the CONTRACT by SELLER or any other person, SELLER hereby agrees to compensate BROKER with a brokerage fee of 6% of sales price for services rendered in listing and selling said PROPERTY; said brokerage fee to be paid at the time of closing the transaction, and in the event SELLER defaults under the terms of a Real Estate Sales and Purchase Contract, to pay BROKER the compensation at the time of such default. SELLER agrees that said compensation shall be due and payable if the property is placed under contract for sale, sold, conveyed, or otherwise transferred within 90 days after the termination of the CONTRACT, or any extension thereof, hereinafter PROTECTION PERIOD, to anyone with whom BROKER, SELLER, or any other party have discussed the property, provided information relating to the property, or negotiated for the purchase of the property during the term of this CONTRACT; provided however, with respect to these persons, BROKER shall provide SELLER, at the time of expiration of this CONTRACT, a written list of names of such persons.

3. **SELLER COOPERATION:** SELLER hereby agrees to cooperate with BROKER in BROKER's efforts to sell said PROPERTY, and BROKER agrees to market said PROPERTY in a professional manner.

4. **COOPERATION WITH OTHER LICENSEES:** SELLER hereby agrees that BROKER may cooperate with other brokers and real estate licensees in any lawful manner or capacity in the marketing and sale/lease of the property. SELLER agrees that BROKER may share the compensation paid hereunder with said cooperating brokers. BROKER'S sharing of compensation with said cooperating brokers shall not create an agency relationship between cooperating broker and SELLER.

5. **TITLE:** In event of a sale, SELLER will execute and deliver to said BUYER a good and sufficient General Warranty Deed conveying the real estate to BUYER with unencumbered marketable title; subject, however to any matter which would be deemed a "Permitted Exception" by an ALTA policy of owner's title insurance, and subject to any and all governmental laws and regulations affecting the real estate except no exceptions.
Should the title to said property appear defective, SELLER shall attempt to correct same at SELLER expense in accordance with terms and conditions of any Real Estate Purchase Contract.

6. **POSSESSION:** Possession shall be given with deed

7. **INCLUDED IN THE SALE:** The term "real estate" shall include all improvements and appurtenances, attached fixtures and accessories together with window and door screens, storm windows, window shades and blinds, shutters, curtain rods, and traverse rods, affixed wall-to-wall carpeting, towel bars, television antenna, light fixtures, attached bookshelves, mailbox, ceiling fans, all remote control devices, all trees, shrubs & plantings, all bathroom mirrors (attached or free-hanging), all attached television mounting brackets, plus all articles so attached or built-in, which, if removed would leave the premises in a damaged, incomplete or unfinished condition.

8. **PERSONAL PROPERTY:** The following personal property shall also be included in the sale at no additional cost to the BUYER:
Stove, Hood, Refrigerator Dishwasher

SELLER certifies that he/she owns all items listed above and they shall be free and clear of any debts, liens, or encumbrances at closing and shall be delivered to BUYER at time of possession.

SELLER reserves the following items: N/A

9. **EARNEST MONEY:** As the Listing BROKER, you are hereby authorized to collect earnest money on a Real Estate Purchase Contract, place same in your real estate escrow account, & hold said deposit as escrow agent until the final closing of the sale or as per any agreement between SELLER and a BUYER as to the disposition of same. In the event of BUYER default and the earnest money deposit is forfeited as liquidated damages pursuant to the Real Estate Sales and Purchase Contract, said earnest money deposit shall be divided one-half to the listing BROKER, but not to exceed the amount of the commission agreed upon herein, and the balance thereof to the SELLER.

Seller's initials / Date & Time
Anna Workman & Stephanie Ann Moore

Page Two of the Listing Contract Dated: 3-3-23
for Property located at 906 Eagle Point Dr. Austin KY 42123

10. MLS AUTHORITY: During the term of this listing the BROKER is authorized to file the listing with the South Central Kentucky Association of REALTORS® Multiple Listing Service, and any other MLS that Broker is a member of, pertaining to all information of the property and any changes relating to the property including sold information. The sold information may be distributed to lenders & appraisers.

11. ADVERTISING: During the term of this listing the BROKER is authorized to place a for sale sign on the premises and perform any other advertising necessary to market the property including internet advertising. In compliance with KRS 324.117(4), SELLER is hereby notified that all advertising published by BROKER or by the SELLER under this Exclusive Right to Sell Contract 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). SELLER agrees to include the Company name or Principal BROKERS name in all advertising published by SELLER and agrees to provide BROKER with a copy prior to publication.

12. PROPERTY ACCESS: BROKER may install lock box on subject property. BROKER may provide access to the property to others, which in said BROKER'S sole discretion may be necessary to consummate a sale of the property, including but not limited to REALTORS®, appraisers, pest inspectors, home inspectors, environmental inspectors, contractors, etc. SELLER releases, indemnifies and holds harmless all authorized brokers from any loss, injury or damage to persons and property which is not the result of gross negligence on the part of said authorized Brokers.

13. SELLERS CERTIFICATION AND ACKNOWLEDGEMENT: SELLER warrants that, to the best of SELLER knowledge and belief, there are no material defects, hidden or obvious, in, on or under the property, which have not been disclosed to BROKER in writing. SELLER further warrants that SELLER has reviewed this CONTRACT, including the property description, and that all information is accurate to the best of SELLER knowledge and belief. SELLER agrees to defend, indemnify, and hold BROKER 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 BROKER by SELLER.

SELLER recognizes that the BROKER is relying on all information provided herein, and agrees to indemnify and hold the BROKER, his sales associates and cooperating brokers harmless from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any misrepresentations made herein by the SELLER, or because of concealment by the SELLER.

14. FAIR HOUSING: To offer said property without regard to race, color, sex, creed, religion, national origin, familial status, and disability. The SELLER, by signing this CONTRACT, hereby acknowledge(s) receipt from the Listing Agent a copy of the statement entitled, "what Kentucky's Fair Housing Law Means (Your Rights and responsibilities under Kentucky's Civil Rights Act.)"

15. MANDATORY DOCUMENTS: SELLER agrees to complete the SELLER DISCLOSURE OF PROPERTY CONDITION FORM, (required by state law for residential properties and new construction without a written warranty), the Lead-Based Paint and/or DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (required for property built before 1978), and the Consumer Guide to Agency Relationships at the time of this listing.

16. OTHER PROVISIONS: SELLER and BROKER further agree as follows: _____

17. ENTIRE AGREEMENT: This CONTRACT contains the entire agreement between the parties, all modifications must be in writing and signed by the SELLER. SELLER has read this CONTRACT, understands fully the contents thereof, understands that upon signing, this CONTRACT becomes legally binding. If SELLER has any questions regarding the terms and content of this CONTRACT, SELLER should seek legal and/or accounting advise before signing this CONTRACT.

A copy of the CONTRACT has been given to us on this date _____

WITNESS my hand this ___ day of ___ 20 ___ at ___ AM/PM

WITNESS D. Wagnelience

Amanda Workman by Stephanie Moore
SELLER (Full Legal Name as defined in KRS 382.135) DATE TIME POA

LISTING CO. Keller Williams First Choice Realty

Stephanie Moore
SELLER (Full Legal Name as defined in KRS 382.135) DATE TIME 03/03/2023

LISTING AGENT D. Wagnelience
PRINCIPAL BROKER Luke Williams 3/6/2023 | 7:27 AM PST

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What Kentucky's Fair Housing Law Means Rights & Responsibilities of Property Managers, Owners & Housing Customers Under Kentucky's Civil Rights Act

Kentucky's Fair Housing Law forbids discrimination in housing because of a person's color, religion, race, sex, national origin, familial status or disability.

It is unlawful for a real estate operator, broker, or sales agent:

- To refuse to sell, rent, lease or exchange real property for discriminatory reasons.
- To refuse to receive or transmit good faith offers to purchase or rent.
- To deny any services or facilities relating to real property transactions.
- To represent that real property is not available for inspection, sale or rental when in fact it is.
- To retain a listing with the understanding that the seller plans to discriminate.
- To discriminate in the terms or conditions of sale or rental.

It is unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of any housing rights.

It is unlawful for a financial institution:

- To discriminate in the granting, rates, terms, conditions or services of financial assistance in real estate transactions.
- To discriminate in the making or purchasing of loans.

It is unlawful for a real estate operator or a financial institution:

- To engage in the tactics and practices of panic-selling; to represent that the racial composition of a neighborhood is going to change or that property values will lower; or make similar false and misleading statements.

It is unlawful for an insurance agent:

- To discriminate in terms, conditions, or privileges of insurance against hazards to a housing accommodation.

It is unlawful for a multiple listing service/real estate organization:

- To deny access or restrict membership or participation for discriminatory reasons.

What housing is covered?

All real property, (home, apartments, lots, etc.) rented or sold, whether by or through a real estate broker, sales agent or operator, or directly by the owner.

Exemptions include:

- The rental of an owner occupied duplex or one room in a private home; the sale of property without help from a real estate dealer and without public advertising; and rental of church-owned housing to the extent of giving preference to those of that religion.
- Refusal to rent on the basis of sex if:
A single sex dormitory; the landlord chooses not to rent to unmarried couples; or the landlord rents fewer than 10 units or to fewer than 10 persons in an owner-occupied facility; it can be demonstrated that gender-based exclusions are necessary for reasons of personal modesty or privacy.

-Refusal to rent on the basis of familial status if:

Housing is intended for or occupied by occupants 62 years of age or older; or 80 percent of all units in the facility have occupants 55 years of age or older and special services for older persons are provided.

Who is covered?

- Real Estate Operators, Brokers and Agents
- Savings & Loan Associations, Mortgage Lenders, Banks, or Other Financial Institutions
- Apartment House Agents
- Rental Agents
- Builders, Contractors and Developers
- Owners of Building Lots
- Advertising Media
- Home owners advertising and selling their own home
- Multiple Listing Services/Real Estate Related Organizations
- Insurers and Agents

Enforcement Kentucky Commission on Human Rights

Receives complaints which must be filed within one year of the alleged discrimination.

Investigates the complaints and determines whether discrimination has occurred.

Attempts to eliminate discriminatory acts through conference persuasion and conciliation.

Enters into conciliation agreements which are enforceable in court.

Holds public hearings on complaints where discrimination has occurred if conciliation attempts fail.

Issues court-enforceable cease and desist and affirmative action orders.

Awards damages for embarrassment and humiliation when appropriate.

Assesses civil penalties when appropriate.

Complaints

If you believe you have been discriminated against on the basis of race, sex, color, religion, national origin, disability or familial status:

1. Contact the offices of the Kentucky Commission on Human Rights, Heyburn Building, Suite 700, 332 W. Broadway, Louisville, KY 40202. (502) 595-4024 or toll free 1-800-292-5566; or TDD Line (502) 595-4084, Kentucky Relay Services 800-648-6056 (TTY/TTD).

2. Record your experiences. Write down names of individuals involved, all significant conversation, and any incidents that might indicate discrimination.

3. Keep copies of advertisements, letters, notes or other relevant information.

Incidents of discriminatory treatment or attempts to promote panic-selling should be reported to the Commission.

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EQUAL HOUSING
OPPORTUNITY