

# EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

RESIDENTIAL

(This is a legally binding contract. If not understood seek legal advice.)

This Exclusive Right to Sell Contract is entered into this 12<sup>th</sup> day of FEB, 2024  
sets out the agreement between

SELLER: Neil Gordon

Address: 283 Scruggs Ln

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

Madisonville KY 42431

And

BROKER FIRM: WHISLER'S AUCTION & REALTY

Address: 76 SKIPWITH RD  
LEWISBURG KY 42256

- EXCLUSIVE RIGHT TO SELL:** SELLER grants BROKER the sole and exclusive right, without reservation, to sell/lease, and to procure a purchaser/lessee of the following described REAL ESTATE (or any portion thereof acceptable to SELLER) together with all improvements thereon and with all appurtenant rights, privileges and easements, known as 212 E FARREN ST,  
EARLINGTON, KY 42410  
located in the City of EARLINGTON, County of HOPKINS,  
Commonwealth of Kentucky. Deed Book 819 Page No. 015  
copy attached.
- DURATION OF AGREEMENT:** The term of this Contract shall begin on 03/27/2024 (listing date) and shall expire at 12:00 midnight local time on 06/27/2024 (expiration date), to sell/lease the described REAL ESTATE.
- LISTING PRICE:** BROKER shall list and solicit offers to purchase the REAL ESTATE for the the price of ONE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED AND <sup>00</sup>/<sub>100</sub>  
(\$ 139,900.<sup>00</sup>); and upon the terms and conditions as set forth herein or for such other price, terms or conditions to which SELLER may agree.
- BROKER'S FEE:** If said REAL ESTATE is sold, optioned or leased before the expiration of this agreement by SELLER or any other person, SELLER agrees to pay the REALTOR® the brokerage fee of 6 % of the gross selling price or N/A % of lease payments or set fee of \$ N/A. SELLER agrees to pay the BROKER the fee specified herein if SELLER, acting as his own agent/broker without the services of a licensed broker, within \_\_\_\_\_ days after the expiration of this agreement conveys or agrees to convey, leases or agrees to lease the REAL ESTATE to any purchaser/lessee with whom the SELLER or BROKER on SELLER'S behalf negotiated during the term hereof or to any purchaser or lessee whether individually or in combination with others, who was shown the REAL ESTATE by BROKER or any person during the term hereof. In the event that a contract to purchase/lease/option has been signed by SELLER before this Contract expires, the terms shall continue until settlement or other disposition of such pending executory contract.

SELLERS' Initials NEG

Agent's Initials \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

5. **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 divide 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.

6. **INSPECTIONS:** Sellers acknowledge and agree that they have been informed by the listing broker that buyers, or their representatives, may request certain property inspections.

7. **SUBJECT PROPERTY:** The property subject to this Contract shall include the REAL ESTATE described above including the land, together with all improvements thereon, all appurtenant rights, privileges, easements, fixtures and all the following items if they are now located on the REAL ESTATE and used in connection therewith: electrical; plumbing; heating and air conditioning equipment; including window units; bathroom fixtures; shades; blinds; awnings; curtain/drapery/traverse rods; window/door screens; storm windows/doors; shrubbery/landscaping; affixed mirrors; floor covering; wall to wall/stair carpeting; television aerials/rotor operating boxes; garage door openers and operating devices; all affixed/built-in appliances/furniture/fixtures; utility/storage buildings or sheds, and such other items as are listed below or on a rider attached hereto, all of which is unencumbered and owned by the SELLER, except for the following which are leased in whole or part (check appropriate box) ( ) water softener ( ) security/alarm system ( ) propane tank ( ) satellite dish. In addition, the subject property SHALL include the following personal property:

WASHER/DRYER, GEN., DISHWASHER, OVEN remain w/Home

8. **TITLE AND ENCUMBRANCES:** SELLER represents that SELLER is the fee simple owner of the property and agrees to execute and deliver to buyer a free, clear and unencumbered, marketable title, to said REAL ESTATE, conveyed by deed of general warranty, in fee simple, except easements of record and all restrictions as to use and improvements of the property of record. Should title to said REAL ESTATE be defective, SELLER shall correct same at SELLER'S expense.

9. **MAINTENANCE:** Until physical possession is delivered, SELLER agrees to maintain any heating, cooling, plumbing, mechanical, electrical, systems, and any appliances and equipment in normal operating condition capable of continued service, and to keep roof water tight and to maintain grounds. SELLER agrees that at the date of occupancy the REAL ESTATE will be in its current condition (except for normal wear). SELLER further warrants that there presently exist no latent defects known to SELLER that would materially impair the fitness of the REAL ESTATE for the purpose of its intended use, except as set forth in the Seller Disclosure of Property Condition and except

10. **POSSESSION:** Possession shall be given: AT CLOSING

SELLERS' Initials NEG  
Date \_\_\_\_\_ Time \_\_\_\_\_

Agent's Initials \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_

11. **EARNEST MONEY:** Any real estate licensee receiving funds to be held by BROKER is authorized and agrees by acceptance of such funds to deposit them promptly upon acceptance of a purchase contract, hold same in such BROKER'S trust account and subject to the funds being honored disburse them in accordance with the terms and conditions of the purchase contract. If in doubt as to the BROKER'S duties or liabilities under the provisions of the purchase contract. BROKER may at BROKER'S option continue to hold the Earnest Money until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties; or, Broker may initiate legal action and deposit the Earnest Money with the clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of the BROKER shall fully terminate. BROKER will comply with KRS 324.111. In the event any suit is brought in which BROKER is a party as result of acting as BROKER hereunder except where BROKER wrongfully withholds the funds. BROKER shall recover reasonable attorney's fees and costs incurred with the fees and costs to be borne by buyer and/or SELLER. Parties agree that BROKER shall not be liable to any party or person for the misdelivery to the SELLER or buyer of the Earnest Money, unless such misdelivery is due to gross negligence by the BROKER. Any forfeited escrow deposit shall be divided between the Seller and the REALTOR® on a 50/50 regular stated commission to be paid REALTOR®.

12. **MLS AUTHORITY:** BROKER is X is not \_\_\_ authorized to place information about the REAL ESTATE in the Multiple Listing Service of the in accordance with the MLS regulations and BROKER agrees to market said REAL ESTATE in a professional manner. BROKER is X is not \_\_\_ authorized to place information about REAL ESTATE in any information service, Internet or other advertising medium and to promote for sale the REAL ESTATE at BROKER'S sole discretion, and to erect a for sale/sold sign on the premises, except where prohibited by law.

13. **RISK OF LOSS OR DAMAGE:** All risk of loss with respect to the property shall remain with SELLER until closing and delivery of deed to the buyer.

14. **SPECIAL PROVISIONS:** \_\_\_\_\_  
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SELLERS' Initials NEG \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_

Agent's Initials \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_

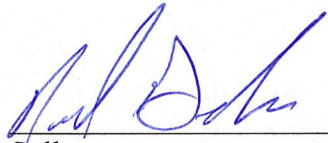
**15. SELLER ACKNOWLEDGMENT:** SELLER ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT AND THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO THE BEST OF HIS/HER KNOWLEDGE AND THAT HE/SHE HAS RECEIVED A COPY OF THIS CONTRACT IN ITS COMPLETED FORM ON. SELLER AGREES TO INDEMNIFY AND HOLD LISTING BROKER AND THE MULTIPLE LISTING SERVICE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LAWSUITS, LIABILITIES, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) ARISING OUT OF ANY NEGLIGENCE, MISREPRESENTATION, INTENTIONAL ACTS OR CONCEALMENT OF FACTS OR FOR ANY ERRORS OR OMISSIONS SELLER HAS MADE INCLUDING BUT NOT LIMITED TO, INFORMATION IN THE MLS PRINTOUT SHEET, SELLER DISCLOSURE OF PROPERTY CONDITION FORM, AND/OR LEAD BASED PAINT DISCLOSURE FORM. SELLER ACKNOWLEDGES AND WARRANTS THAT ALL INFORMATION PROVIDED TO BROKER, THE SELLERS DISCLOSURE OF PROPERTY CONDITION FORM AND LEAD BASED PAINT DISCLOSURE IS CORRECT AND ACCURATE.

**16. SOLE CONTRACT:** The parties agree that this contract constitutes their entire agreement and no oral or implied agreements exist. Any amendments to this Contract shall be in writing and signed by all parties and copies shall be included with all copies of the original Contract. This Contract shall be binding upon the parties their heirs, administrators, executors, successors, and assigns. Faxes shall be an acceptable means of communication in this Contract and shall be binding upon the parties.

**17. FAIR HOUSING:** SELLER agrees to offer said REAL ESTATE without regard to race, color, sex, creed, religion, national origin, handicap or familial status. SELLER acknowledges they have received a copy of the Kentucky's Fair Housing Law.

**SIGNATURES:**

Whisler's Auction & Realty



Broker Firm Name

Seller

Date/Time

PAUL WHISLER

Listing Agent

Date/Time

Seller

Date/Time

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Firm Phone: 270-839-5935

Mobile Phone 270-836-8356

Agent Phone: 270-839-5935

Additional Phone: \_\_\_\_\_

Email Address PWhisler55@outlook.com

Email Address ngordon1972.ng@gmail.com