

**EXCLUSIVE RIGHT TO SELL REAL ESTATE CONTRACT**  
Member of the REALTOR® Association of Southern Kentucky, Inc.

MLS Number \_\_\_\_\_

1. PARTIES TO THIS CONTRACT: Throughout this contract SELLER shall mean Aaron Smith  
and Broker/Principal BROKER/Company shall mean Keller Williams First Choice Realty

2. TERMS OF AGENCY: In consideration of your agreement to list the property for sale and to use your efforts to secure a purchaser therefore, SELLER hereby grants BROKER the exclusive right for a period beginning on the listing date and shall expire at 11:59 p.m. on to sell certain real property known as 105 Shangri-La Place for the price of Three Hundred Eighty Nine Thousand (\$ 389,000) and upon the terms and conditions as set forth herein, or for such other price, terms or conditions to which SELLER(S) may agree. After acceptance of an offer to purchase this property, you, as BROKER, are no longer obligated to market this property. If a contract to purchase is signed before this contract expires, the terms hereof shall automatically continue until final disposition of the contract to purchase.

3. TERMS OF CONTRACT: LISTING DATE: 4-18-24 LISTING EXPIRATION DATE: 10-20-24

If said property is sold before the expiration of this agreement by BROKER, SELLER(S) or any other person, SELLER(S) agrees to pay a BROKER a fee of 6 % of final sales price plus a base commission of \$ 0 or if it is sold by SELLER(S), without the services of a licensed broker within 90 days after such expiration to any person with whom SELLER(S) or BROKER have introduced the property by way of a showing during the period of this listing, SELLER(S) agrees to pay BROKER the above stated brokers fees. If a contract is signed before this Agreement expires, the term thereof shall continue until final transfer/sale/closing of the property. In the event that, after expiration of this contract, SELLER(S) signs a sales agency agreement with another Broker, this paragraph shall not be applicable. In the event of any exchange of the property, SELLER(S) consents to BROKER receiving compensation from both parties based upon the sales price of both properties. NOTE: The brokerage fee herein is in no way set by the REALTOR® Association of Southern Kentucky, Inc., Real Estate Information Services, Inc. or by any real estate organization, but is negotiated solely, between broker and client.

4. DUAL AGENCY: Pursuant to this agreement, BROKER will be acting in the capacity of SELLER(S) agent. However, SELLER(S) hereby specifically acknowledges that the BROKER may also represent Purchaser(s) and hereby expressly consents to such arrangement without further notification, unless specifically stated elsewhere in this contract. Should any such Purchaser(s) become interested in the property which is the subject of this Exclusive Right to Sell Real Estate Contract the SELLER(S), hereby authorizes the BROKER to serve as a dual agent for SELLER(S) and PURCHASER(S). As a dual agent, the BROKER has the duty to make a full, fair and timely disclosure of all material facts and information within their knowledge or readily available to the BROKER which might in any way affect either the SELLER(S) and PURCHASER(S) right and interest. Notwithstanding the foregoing, to the extent that confidential information has been communicated to the BROKER by either party, it is agreed that the BROKER is not required to disclose and will not disclose such information to the other party.

5. TITLE: In event of a sale, SELLER(S) will execute and deliver to said purchaser 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 as recorded of public record. Should the title to said property appear defective, SELLER(S), as owner, shall correct same at SELLER(S) expense unless otherwise stated.

6. POSSESSION: Possession shall be given with deed or such other time as agreed upon in the Real Estate Purchase Contract.

7. INCLUDED IN THE SALE: The term "real estate" shall include all attached fixtures and accessories which are currently located on the property together with window and door screens, storm sash, window shades and blinds, shutters, curtain rods and traverse rods, affixed wall to wall carpeting, towel racks and bars, television antenna, satellite dish, television mounting brackets, light fixtures, attached bookshelves, mailbox, attached mirrors, landscaping, alarm systems, plus all articles so attached or built in, which, if removed would leave the premises in a damaged, incomplete or unfinished condition. Additionally, the following specific items shall also remain with the real property (List all appliances specifically / include prorated items i.e. Propane Gas, Heating Oil): stove, Refrigerator, Microwave Dishwasher

The SELLER(S) reserve the following items which shall not remain with the property: NA

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Seller(s)/Date/Time

Initials \_\_\_\_\_  
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**8. SYSTEMS, FIXTURES AND APPLIANCES:** SELLER(S) agree to comply with the city, county, or state code in any changes relating to the heating units and the hot water heater. SELLER(S) warrants that all appliances remaining with the dwelling and the heating and air conditioning, plumbing and electrical systems will be in normal operating condition at time of possession.

**9. EARNEST MONEY:** As BROKER, you are hereby authorized to collect earnest money on a purchase contract, and place same in your real estate trust, or escrow account, and to hold said deposit as escrow agent until the final closing of the sale, or as per any agreement between SELLER(S) and a prospective purchaser as to the disposition of same. If for any reason, the purchaser should fail or refuse to perform the obligation of the sales and purchasing contract after it is accepted, and should earnest money be forfeited, the earnest money shall be divided 50/50 respectively between the SELLER(S) and the BROKER, but in no event shall the BROKER's share exceed the commission set out herein. SELLER(S) acknowledges and agrees that withdrawal of earnest money deposits shall be handled in accordance with KRS 324.111 (4) & (6).

**10. PRORATED ASSESSMENTS:** All taxes, special assessments, interest, insurance, propane gas or heating oil, and rents are to be prorated to date of closing unless otherwise provided by the parties in the sales and purchasing contract.

**11. ADVERTISING:** During the term of this Listing, BROKER is authorized to place a "FOR SALE" sign on the property and perform any other advertising as necessary to market the property. In compliance with KRS 324.117, all advertising for the property (including any advertising by the Seller(s)) must include the real estate company or the name of the principal broker (with a designation that they are the Principal Broker). Social Media advertising applies to this section. Seller(s) agree to deliver all proposed advertising to Broker for review prior to placement and the Seller(s) further agrees to indemnify and pay for any and all legal expenses or fines associated with a failure to abide by KRS 324.117.

**12. SELLER(S) COOPERATION:** Seller(s) agrees to make all data, reports, documents and information pertaining to the Premises available to Broker and Purchaser. Seller(s) shall take no action that may tend to hinder Broker's performance pursuant to this Listing, agrees not to communicate directly with any other broker or potential Purchaser(s), and shall refer all inquiries relating to the purchase of the Premises to Broker.

**13. RESTRICTIONS:** The following special restrictions concerning limitations on showings apply: \_\_\_\_\_

**14. MLS AUTHORITY:** It is understood that this listing shall be placed on the Multiple Listing System of Real Estate Information Services Inc., transferred to the Internet, and that you, as BROKER, are authorized to offer cooperation and compensation to other participants in the sale of this property.

**15. FAIR HOUSING:** Seller(s) and Broker acknowledge that it is unlawful to discriminate in the sale or rental of property on the basis of race, color, religion, gender, familial status, disability, or any other protected class in accordance with state and federal law. REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

**16. LOCKBOX:** BROKER may install a lockbox on the 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, lenders and unlicensed assistants. SELLER(S) release, indemnifies and holds harmless all authorized brokers from any loss, injury or damage to persons and property arising from the presence of the aforementioned lockbox and/or third persons, which is not the result of gross negligence on the part of said authorized brokers.

**17. DOCUMENTS RECEIVED:** SELLER(S) has received a copy of this contract, and acknowledges that the mandatory Property Condition Disclosure Form (required by state law for single family residential dwellings and single family new construction without a written warranty) and the Lead-Based Paint and/or Lead-Based Paint Hazards Disclosure of Information and Acknowledgement, (required for property built prior to 1978) and the Consumer Guide to Agency Relationship Disclosure Statement Form were provided to the SELLER(S).

**18. SELLER(S) CERTIFICATION AND ACKNOWLEDGEMENT:** SELLER(S) certifies that, to the best of SELLER(S) knowledge: (a) there is no known active wood destroying insect or organism infestation or existing structural damage from wood destroying insect or organism infestation in the improvements; (b) no known toxic contaminants in or on the improvements; (c) there are no known structural water leaks or structural defects; (d) the fireplaces and chimneys are secure, functional and operational, (e) systems, equipment, and fixtures set forth hereinabove to be included in the sale are, and will be operational upon possession, except: \_\_\_\_\_

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Seller(s)/Date/Time

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Seller(s)/Date/Time



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

119 **19. SIGNIFICANCE OF THE AGREEMENT:** This Agreement constitutes the entire agreement between SELLER(S) and BROKER and there are no  
120 representations, inducements, or other provisions other than those expressed herein. All changes, additions, or deletions to this Agreement must be in  
121 writing and signed by both SELLER(S) and BROKER. Seller(s) acknowledges and understands that this Agreement constitutes a binding contract  
122 between SELLER(S) and BROKER. The contract created by this Agreement may not be terminated by SELLER(S) prior to its Expiration Date. Any  
123 termination must be a written agreement signed by both SELLER(S) and BROKER. SELLER(S) shall be responsible for all attorney fees and court  
124 costs incurred due to any legal proceeding in regards to this agreement.

125 **20. ADDITIONAL ITEMS:** \_\_\_\_\_  
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141 Seller(s) Address City /State/Zip \_\_\_\_\_  
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DocuSigned by:  
*Laron Smith*  
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Seller Signature  
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Seller Signature

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144 *L. Williams* *4-18-24 6P*  
145 AGENT DATE TIME  
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147 DocuSigned by:  
*Luke Williams*  
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156 Form Revised 12/18  
157 Approved by Legal Counsel  
158 Copyright © 2019, REALTOR® Association of Southern Kentucky, Inc. All rights reserved.  
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