

**GREENBRIER HOTEL CORPORATION  
EXCLUSIVE LISTING AGREEMENT**

**EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT**

BROKER, LISTING PERIOD AND PRICE: In consideration of the services performed by the Greenbrier Hotel Corporation (the "Company"), the undersigned owner(s) (herein called "Owner") of the Property hereby gives and grants unto the Broker for a period beginning from the date hereof and expiring on the 1st day of July, 2025 at midnight (the "Listing Period") the irrevocable, sole and exclusive right to advertise and sell the following real property with all improvements thereon (the "Property"), which is briefly described as follows:

**694 Jackson Ridge, White Sulphur Springs, WV 24986**  
**Ridges on Greenbrier Mountain, Phase V, Lot#114-A - Homesite**

at the price of \$ 595,000. The Owner agrees that sale of the Property may be financed as follows:  Conventional, or such other prices and/or terms that the Owner may accept.


COMMISSION: In the event the Property is sold, traded, or disposed of either by the Broker or any of Broker's agents or by Owner or by anyone else within the Listing Period or any renewal thereof, the Owner agrees and promises to pay the Broker a commission of 9%. This commission is the negotiated value of the Broker's services. The Broker's right to the commission shall be perfected and payable when: (1) Owner sells, exchanges, or otherwise transfers, or contracts to sell, the Property during the Listing Period or any renewal, with or without the assistance of the Broker, at the above price and terms or at any other price and terms accepted by the Owner, in which case the commission shall be payable at the close of the sale, exchange or other transfer; or (2) Broker individually or in cooperation with another real estate broker procures a buyer during the Listing Period or at any renewal thereof, ready, willing and able to buy the Property at the price and terms stated herein, or any other price and terms accepted by the Owner and the Owner is unable or unwilling to consummate the sale upon the accepted terms or upon the terms set out above, if no others have been negotiated, in which case the commission shall be due and payable upon demand. The undersigned Owner specifically authorizes the designated closing officer or escrow agent closing any sale of this Property to collect and disburse all commission due the Broker by reason of the terms of this Agreement.

COMMISSION ON THE SALE AND/OR TRANSFER OF AN ENTITY, (LLC, ETC) THAT OWNS THE REAL ESTATE UNDER THIS EXCLUSIVE LISTING AGREEMENT: The Broker's right to the commission shall be perfected and payable for property owned as an Entity when the Selling Agency has been the procuring cause of the sale and or transfer of the Entity that owns the listed property. Purchase of the Entity that owns the listed property will not excuse the seller from obligation to pay commission to broker as per the terms outlined in above COMMISSION paragraph.

  
initial

COMMISSION ON THE SALE OF PROPERTY UNDER CONSTRUCTION: Owner acknowledges that he may enter into a Purchase and Sale Agreement prior to completion of the improvements. Owner acknowledges that he will be required to enter into an agreement whereby the existing Construction Agreement for the completion of the improvements on the Property is

assigned from Owner to Buyer and assumed by Buyer and will submit an executed copy to the Broker prior to Closing. The Owner agrees that the total commission to the Broker at the close of sale, exchange, or other transfer of Property under construction, shall be 7% of the amount set forth in the Listing Agreement or of the combined amount of the price in the Purchase and Sale Agreement and price to build the improvements on the Property set forth in the Construction Agreement, whichever is less. Commission shall be paid in full to Broker at the close of sale, exchange, or other transfer of Property regardless of the stage of completion of the residence.

  
initial

**CONTINUATION OF OBLIGATION TO PAY COMMISSION AFTER LISTING PERIOD:**

Should the Owner sell or agree to sell the Property within six (6) months after the expiration of the Listing Period or any extension thereof or any termination of this Agreement, without the services of a licensed real estate broker, directly or indirectly to anyone who has inspected the Property or to anyone with whom there has been negotiations relative to the sale of the Property, or to anyone who has made an offer to purchase the Property during the Listing Period, or any extension thereof, the Owner agrees to pay the above commission to the Broker upon demand. In the event that it becomes necessary for the Broker to retain an attorney to secure payment of the commission provided for in this Agreement, in addition to all other sums to which Broker may be entitled, Broker shall be entitled to recover reasonable attorney's fees and costs from Owner.

**COOPERATION WITH OTHER BROKERS:** Owner agrees that Broker (X) MAY (\_\_\_\_) MAY NOT cooperate and compensate a broker acting as a subagent of the Broker and exchange information and assistance to promote the sale of the Property. Owner further agrees that Broker (X) MAY (\_\_\_\_) MAY NOT cooperate with brokers engaged exclusively to represent the interest of the potential buyers of the Property (buyer's brokers). Owner (X) DOES (\_\_\_\_) DOES NOT authorize the Broker to compensate buyer's brokers, who has earned and is entitled to share in the Broker's Fee, 2% of the sales price. If said compensation to buyer's brokers and/or brokers acting as subagents is authorized, the Owner authorizes and understands that any offer to compensate buyer's brokers and the amount of said compensation, is at the sole and exclusive discretion of Broker and the amount of compensation offered to buyer's broker may vary from that offered to subagents.

**CONSENT TO DUAL AGENCY:** Owner acknowledges that from time to time real estate licensees may elect to represent buyers as clients. The Broker (X) DOES (\_\_\_\_) DOES NOT represent buyers as clients. If the Broker does have buyers as clients it is possible for dual agency to arise. Under state law brokers MAY represent both the buyer and seller in the same real estate transaction. This is known as "dual agency". This can ONLY occur with the knowledge and WRITTEN CONSENT of both the buyer and the seller.

Owner does hereby consent to Broker acting in a dual agency capacity in transactions in which Broker is representing as clients both the buyer and owner and Broker is not acting in a designated agency capacity. By entering into this Agreement, Owner acknowledges that Owner understands that Owner does not have to consent to dual agency, is doing so voluntarily and that this Agreement has been read and understood. In serving as a dual agent, Broker is representing two (2) parties as clients whose interests are or at times could be different or even adverse. As a dual agent, Broker will disclose to both parties all adverse material facts relevant to the transaction actually known to the dual agent except for information made confidential by request or instructions from the client and which is not required to be disclosed by law. Owner hereby directs Broker while acting as a dual agent, to keep confidential and not reveal to the buyer any information, which could materially, adversely affect the Owner's negotiating position. Broker or Broker's affiliated

licensees will timely disclose to each client the nature of any material relationship the Broker and the Broker's affiliated licensees have with the other client or clients, other than that incidental to the transaction. A material relationship shall mean any actually known personal, familial or business relationship between Broker and a client, which would impair the ability of Broker to exercise fair and independent judgment relative to another client. The other party whom Broker may represent in the event of dual agency may or may not be identified at the time Owner enters into this Agreement. If any party is identified after the Agreement and has a material relationship with Broker then Broker shall timely provide to Owner a disclosure of the nature of such relationship. If the Broker represents both the buyer and the seller, there is a limitation of the Broker's ability to represent either party fully and exclusively. The Broker will inform the Owner about the specifics of those limitations, if any should arise that are other than or in addition to those described herein.

**POSSESSION:** actual PHYSICAL possession of the Property will be delivered to Buyer, at **(X)** Closing or (\_\_\_\_)\_\_\_\_\_.  
(\_\_\_\_) Possession is subject to the right of tenants.

**PROPERTY DEFECTS:** Owner hereby acknowledges that it is the duty of the Owner to disclose to any and all prospective buyers any defects known to the Owner, but which are not discoverable by a visual inspection of the Property by the buyers. Owner hereby represents to the Broker: (1) That Owner 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 the Property or as to the need of repairs or 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 Property, **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 buyers. Such disclosure is required by State law. If the seller's/owner's property condition disclosure form is completed by Owner, it shall be made available to all prospective buyers.


**OWNER'S WARRANTY OF INFORMATION:** Owner hereby represents and warrants to Broker that all written information relating to the Property provided to the Broker by Owner, including the above information, is true and correct. Owner agrees to hold Broker, its licensees and any cooperating brokers, harmless from any 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, its licensees and 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 or incomplete, Owner may be held liable for damages caused by said falsity, inaccuracy or incompleteness. Owner hereby authorizes Broker and any cooperative brokers to require that any 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 and/or other sources and that Broker and cooperating brokers do not warrant or guarantee such information.

**EARNEST MONEY:** Owner agrees that in accordance with State law the Broker will hold any money received with an offer to purchase in a non-interest bearing trust account. Said funds shall be held in this account until closing. If no closing takes place, the Broker shall hold the earnest money until both buyer and Owner execute a written release of said earnest money. If the buyer and the Owner are unable to resolve the matter, the Broker may continue to hold said earnest money. If the buyer and the Owner are unable to resolve the matter, the Broker may continue to hold said earnest money in the trust account until such time as the parties can agree or a court of competent jurisdiction shall order the earnest money disbursed. If court action is necessary to resolve the dispute over the earnest money, the Broker shall not be liable to the Owner for any costs or attorney's fees incurred therein. Once the owner and buyer, or in the alternative, a court of competent jurisdiction, have determined that a default has occurred, the escrow money shall be divided equally between owner and the Broker after Broker expenses are paid, provided, however, that the amount to be received by the Broker shall not exceed the amount of the commission Broker would have earned had the sale been completed.

**IMPROVEMENTS AND FIXTURES:** All buildings and improvements, including fixtures (which include, but are not limited to all light fixtures, chandeliers, plumbing fixtures, mechanical equipment, 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 windows and doors, satellite antenna, TV antennas, and built-in appliances) and all flowers, trees, and shrubs on the Property are to remain with the Property and are to be delivered to the buyer in good condition as they are on the date of this Agreement, ordinary wear and tear accepted, except as hereinafter provided. Owner represents that all mechanical equipment including but not limited to heating, electrical and plumbing systems, septic systems, well, and built-in appliances are in operating condition as to 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 the Property is delivered to the buyer.

**BROKER:** Broker agrees to use reasonable efforts and act diligently in attempting to sell the Property in accordance with the terms and conditions of this Agreement.

**MARKETING OF THE PROPERTY:** Owner agrees that Broker may utilize multiple listing services and similar means and methods in procuring or attempting to procure a buyer for the Property. Broker is authorized to advertise at its discretion the Property by all such means and methods as Broker deems best, place a "For Sale" sign on the premises and remove all other signs offering the Property for sale, disseminate this listing information to other cooperating brokers as authorized above. Brokers and cooperating brokers are authorized to enter the Property at any reasonable time for the purpose of showing the Property to prospective buyers. Owner agrees to refrain from negotiating with any prospective buyers who may contact Owner directly or through a buyer's broker and shall direct all prospects to Broker and otherwise cooperate fully in Broker's efforts to sell the Property. Owner agrees to cooperate fully in Broker's efforts to market the Property. All photography, videography and other marketing materials commissioned by The Company for this property are for the exclusive use of The Company and Broker. These photos, videos and marketing materials may not be used by any 3rd party without permission of The Company, nor shall any subsequent listing broker utilize such materials without permission from and reimbursement to The Company for costs incurred to produce such materials.

  
initial

TITLE: Owner represents that he/she/they/it is the owner in fee simple with good and marketable title of the Property. Owner further represents that Owner has the ability to deliver a general or special warranty deed to a buyer. There are no other persons or entities claiming any interest in this Property except for mortgagees.

OTHER OWNER REPRESENTATIONS: Owner represents that he/she/they/it is not now a party to and agrees not to enter into a listing agreement with another broker for the sale, lease or other disposition of the Property during the term of this Agreement, or any extension hereto. Owner agrees not to rent or lease the Property during the term of this Agreement or any extensions thereto without the prior written approval of Broker.


FAIR HOUSING: Owner acknowledges that as provided in the Fair Housing Act the Property will be offered, shown and made available for sale to all persons without regard to race, color, religion, national origin, sex, familial status, ancestry or handicap. It is illegal to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, handicap or national origin; or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

LIMITATIONS OF LIABILITY: Owner agrees that Broker and any cooperating brokers shall not be responsible in any manner for loss or damage of/to personal or real property due to vandalism, theft, freezing, water pipes, or other damage or loss which may occur. Owner is advised that if the Property will be vacant to notify Owner's insurance company and request any necessary coverage to protect the Owner.

ADDITIONAL INFORMATION: Transfer Fee to "Association" of one percent (1%) of sales price for unimproved property and one-half of one percent (1/2%) of sales price for improved property paid from Sellers proceeds at closing.

Remainder of this Page left blank

**WITNESS:** The following signatures are of the Owner and Broker. Owner acknowledges that they have read this entire Agreement, which consists of this pre-printed Agreement with ALL blanks completed. They further acknowledge that they understand its contents, have reviewed a copy and state that there are not other agreements or conditions other than as set forth herein. This Agreement is binding upon the parties hereto, their heirs, administrators, executors, successors and assigns. ALL changes in this Agreement must be in writing and signed by Owner and Broker. This Agreement is not subject to cancellation nor revocation, except (i) by mutual, written agreement of the parties, or (ii) by notice of cancellation by Broker to Owner giving at least thirty (30) days prior to the effective date of such cancellation.

DocuSigned by:  
  
F02AF04E979496...  
**Owner**  
6/28/2024

\_\_\_\_\_  
**SS/FEIN#**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Owner**

\_\_\_\_\_  
**SS/FEIN#**

\_\_\_\_\_  
**Date**

Greenbrier Hotel Corporation  
Company

Agent:  \_\_\_\_\_

This Agreement executed on the 29 day of June, 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) Hayes Beard, affiliated with

GREENBRIER HOTEL CORPORATION, is acting as agent of:

- The Seller, as listing agent or subagent.                       The Buyer, as the buyer's agent.
- Both 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.			
<small>DocuSigned by:</small> 	<u>6/28/2024</u>		
Seller	Date	Buyer	Date
_____ Seller	_____ Date	_____ Buyer	_____ Date
_____ Seller	_____ 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.

WV Real Estate Commission  
300 Capitol Street, Suite 400  
Charleston, WV 25301  
(304) 558-3555  
www.wvrec.org

Agent's Signature

Date 6/29/24

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

