



# EASTERN PANHANDLE MULTIPLE LISTING FORM



## EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

Class: RE LD MF CI

**Parties to this Listing Agreement:**

Real Estate ("Broker"): \_\_\_\_\_

Property Owner ("Seller"): \_\_\_\_\_

**Property To Be Conveyed:**

House #/Street Name \_\_\_\_\_ County \_\_\_\_\_

Subdivision \_\_\_\_\_, Lot# \_\_\_\_\_, Block \_\_\_\_\_, Section \_\_\_\_\_

DB/PG \_\_\_\_\_, Dist # \_\_\_\_\_, Tax Map Pg# \_\_\_\_\_, Parcel # \_\_\_\_\_, Sub-Parcel # \_\_\_\_\_, Tax Account #: \_\_\_\_\_

I. In consideration of the use of the services and facilities of Broker's Office and Brokers agreement to promote the sale of the Property in the multiple listing service known as the Metropolitan Regional Information Systems, Inc. (the Service) Broker is hereby granted the exclusive right to sell the Property and any non-real estate items and equipment to be conveyed as listed on the Data Form, collectively known as the "Property", for the sale price of \$\_\_\_\_\_, or such other prices as Seller shall accept, with a minimum deposit of \$\_\_\_\_\_, or such lesser amount as Seller shall accept, which price includes all assessments, balances owing on equipment, and brokerage fees. During the term of this Listing Agreement, Seller agrees not to offer the Property for rent unless Broker approves of the terms and conditions of such lease. In the event the Property is leased, Seller agrees to compensate Broker as follows: \_\_\_\_\_.

Either party, by giving \_\_\_\_\_ (\_\_\_\_\_) calendar days written notice, may cancel this Listing Agreement so that it terminates at the end of \_\_\_\_\_ (\_\_\_\_\_) calendar days from the receipt of such written notice by Broker.

II. **SALE, SOLD, EXCHANGE, OR TRADE:** The term "Sale", "Sold", "Exchange", or "Trade" shall mean the acceptance and execution of a written Contract of Sale by Seller for the sale, purchase, exchange or trade of the Property.

III. **BROKERAGE FEE:** If, during the term of this Listing Agreement, or any extension thereof, Broker, or anyone else, including Seller, procures a Purchaser, ready, willing and able to purchase the Property in accordance with the terms hereof and the Data Form, or any modification thereof, Seller agrees to pay Broker a brokerage fee in the amount of \_\_\_\_\_% of the sale price or \$\_\_\_\_\_ (Strike one). Said brokerage fee shall be deemed earned, due, and payable when a Purchaser is procured who is ready, willing and able to purchase the Property on the terms herein provided, or on any modification thereof as approved by Seller or the acceptance by Seller of any written offer for the sale and purchase of the property. However, upon execution of a Contract of Sale by Seller, Broker agrees to defer payment of said brokerage fee until the settlement, as provided in the Contract of Sale as executed between Seller and Purchaser, solely as a convenience to and as an accommodation to Seller, and in no event shall such deferral be construed as a waiver of the brokerage fee earned. Settlement on the Property shall not be a condition precedent to Seller's obligation to pay said brokerage fee except as follows: if settlement does not occur due to a breach by Purchaser, and the deposit made under such Contract of Sale is forfeited to Seller, or if all or part of the deposit is received by Seller pursuant to a settlement agreement, made by and between Seller and Purchaser, the brokerage fee for Broker's services shall be \_\_\_\_\_% of the amount received by Seller pursuant to said settlement agreement, but in no event shall the brokerage fee for Broker's services exceed an amount equal to the full brokerage fee as specified herein. The provisions of this paragraph, however, shall not prohibit Broker from making any claim or asserting any right which Broker may have to collect the total brokerage fee due from Seller as otherwise provided for in this Listing Agreement. If, after a breach by Purchaser, Seller shall release Purchaser from liability under the Contract of Sale or authorize a refund of all or part of the deposit, Seller shall pay to Broker as compensation for services rendered \_\_\_\_\_% of the amount refunded to Purchaser, said amount not to exceed the amount of the full brokerage fee.

Additionally, such brokerage fee shall be paid if the Property is sold by Seller, within \_\_\_\_\_ (\_\_\_\_\_) months after the termination or expiration of this Listing Agreement or any extension thereof to anyone who, or to any entity which, with the knowledge of Seller, or any agent of Seller, inspected or made inquiry about the Property or negotiated to purchase or exchange the Property during the term of this Listing Agreement or any extension thereof; except that Seller shall have no obligation to pay said brokerage fee to Broker if the Property is sold or exchanged by any other licensed real estate broker following the expiration of this Listing Agreement or any extension thereof or following the termination of this Listing agreement as herein provided unless such termination by Seller shall have been made for the purpose of avoiding the obligation of Seller to pay said brokerage fee to Broker. Any sum due Broker hereunder shall be a charge against the Property. The amount or rate of real estate brokerage fee is not established by law. The rate is set by each Broker individually and is not established by any membership organization with which Broker is affiliated or is a member.

IV. **MEMBERSHIP:** Broker represents that Broker is a member of the Eastern Panhandle Board of REALTORS®, Inc., licensed in the State of West Virginia, a participant in the Service and Broker agrees to file this listing with said Service in accordance with the established rules of the Service as amended from time to time. Seller authorizes all Participants and authorized subscribers of the Service and other Brokers to cooperate with Broker in procuring or attempting to procure a purchaser for the Property.

V. **NOTICES AND AUTHORIZATIONS:** In consideration of this Listing Agreement, Seller agrees to make the Property available to Broker at all reasonable hours for the purpose of showing it to prospective Purchasers. Seller authorizes Broker to:

(a). Process the listing of the Property through the Service and to use reasonable efforts and to act diligently to effectuate the sale of the Property in accordance with the terms and conditions of this Listing Agreement.

(b). Advertise and hold open the Property as Broker deems advisable.

(c). Suspend Broker's responsibility to market the Property upon Seller's acceptance of a written offer to purchase the Property  
 \_\_\_\_\_ Sellers Initials

(d). Place a "For Sale" sign on the Property and remove any other signs offering the Property for sale.

(e). Furnish information as needed to assist in the sale of the Property as requested by any Broker, cooperating Broker and agents, and Buyer’s Agents (hereinafter defined) in closing a transaction on the Property when requested. Broker agrees to disseminate the sales price of the Property, when sold, to other Brokers through the Service.

(f). Keep in Broker’s possession keys for the purpose of making the Property accessible to Broker, cooperating Brokers and agents, Buyer’s Agents, inspectors, appraisers, and other parties as may be required to effect an orderly transfer.

(g). Show the Property to prospective Purchasers as of the effective date of this Listing Agreement.

(h). Buyer Brokerage/Agency: Seller understands that some Brokers and agents may be engaged to represent the interest of potential Purchasers of the Property (“Buyer’s Agents”). Seller authorizes cooperative efforts and the exchange of information and assistance by and between Broker and Buyer’s Agent (including sharing the brokerage fee) to promote the sale of the Property. Broker shall undertake to appropriately disclose the existence of such authorization and willingness to cooperate with Buyer’s Agent and terms of said cooperation in the MLS offering. **YES** \_\_\_\_\_ **NO** \_\_\_\_\_ (Seller should check one and initial)

If **YES**, indicate by initials **ONE** alternative below:

\_\_\_\_\_ (a). Seller authorizes Broker to compensate Buyer’s Agent and the amount of compensation offered to Buyer’s Agents may not vary from that offered to Seller’s Agents.

\_\_\_\_\_ (b). Seller agrees that any offer to compensate Buyer’s Agents is at the sole exclusive direction of Broker and the amount of compensation offered to Buyer’s Agents may vary from the amount of compensation offered to Seller’s Agent provided, however that such compensation paid by Broker to Buyer’s Agent shall not be less than \_\_\_\_\_% of Brokerage Fee as herein provided, or \$\_\_\_\_\_. Seller understands and agrees that if Broker offers to pay Buyer’s Agent less than the compensation offered to Seller’s Agents, this may discourage Buyer’s Agents from showing Seller’s Property to prospective Purchasers.

**VI. RESTRICTIVE COVENANTS/HOMEOWNERS ASSOCIATION/CONDOMINIUM DOCUMENTS/LEASES/NOTICES.**

Seller agrees to deliver a copy of all restrictive covenants, homeowners association/condominium documents, leases, and/or governmental notices that may encumber or affect the Property to Broker within three (3) calendar days of the date of execution of this Listing Agreement, together with name, address and phone number of a representative of the Homeowners Association.(If Applicable)

**VII. LOCK BOX:** In connection with such authorization to place a lock box on Owner’s property.

LOCK BOX ADDENDUM ATTACHED \_\_\_\_\_ YES \_\_\_\_\_ NO

**VIII. AGENCY RELATIONSHIP:**

Notice of Agency Relationship Form Attached \_\_\_\_\_ YES \_\_\_\_\_ NO

**IX. LEAD BASED PAINT:**

Lead Based Paint Disclosure Form Attached \_\_\_\_\_ YES \_\_\_\_\_ NO

**X. SELLERS AUTHORIZATION & WAIVER FOR PHOTOGRAPHIC SERVICES:** Seller authorizes Broker to have interior and exterior photographs of the property taken (the “Photographic Service”) and have such photographs (the “Photographs”) digitized, reproduced, published, transmitted and disseminated and displayed in any form or manner, including without limitation, by Broker, Broker’s agent and Metropolitan Regional Information Systems, Inc. (“MRIS”) in and through the online real estate information service operated by MRIS or other forms of electronic distribution, and in books, displays, publications and newspapers as well as any other use, media or means to aid in the sale or rental of Seller’s property.

Seller hereby waives, acquits and forever releases Broker, Broker’s agent, MRIS, its officers, directors, employees and MRIS Shareholders, including Eastern Panhandle Board of REALTORS®, Inc. and its officers, directors, employees and representatives from any responsibility or liability concerning any Photographic Services, and Photograph or the use, distribution or display of any photographs in any form or manner.

**XI. FAIR HOUSING:** Broker affirms and Seller agrees the Property will be offered, shown and made available for sale to all persons without regard to race, color, religion, age, sex, physical or mental disability, familial status, marital status, or national origin.

**XII. SELLER REPRESENTATION:** Seller warrants that the information in this Listing Agreement and the Data Form, which is made a part hereof, is true and correct to the best of Seller’s knowledge and belief, and may be used as a basis for presenting the Property to prospective Purchasers. Seller hereby agrees to conduct all negotiations pertaining to the sale of the Property through Broker and to cooperate with Broker fully in Broker’s efforts to sell the Property. Seller further understands and agrees that Seller and not Broker, is responsible for the custody of the Property, its management, maintenance and repair. Seller warrants that Seller is the owner and has the authority to sign this Listing Agreement. Each Seller agrees for themselves, their personal representatives, successors, and assigns to completely indemnify, save and hold harmless said Broker, cooperating Broker and agents, and Buyer’s Agents from any and all claims, losses and/or liabilities arising in connection with Seller providing incomplete or inaccurate information or withholding information which Seller knew at the time of execution of the Listing Agreement, and which would affect the sale of the Property.

**IX. ADDITIONAL PROVISIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SELLER ACKNOWLEDGES THAT SELLER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS LISTING AGREEMENT AND DATA FORM(S); THAT THE INFORMATION ON THE DATA FORM(S) IS TRUE AND COMPLETE TO THE BEST OF THE SELLER'S KNOWLEGE AND BELIEF; AND THAT THERE ARE NO OTHER EXISTING AGREEMENTS OR CONDITIONS OTHER THAN AS EXPRESSLY SET FORTH HEREIN. ANY AND ALL DATA FORM(S) WILL BE PRESENTED TO SELLER FOR APPROVAL WITHIN TEN (10) DAYS FROM THE DATE OF SIGNING THIS LISTING AGREEMENT (IF APPLICABLE).**

This Listing Agreement is binding upon the parties hereto, their personal representative, successors and assigns. If this Listing Agreement is signed by more that one person, it shall constitute the joint and several obligations of each. This Listing Agreement contains the entire agreement of the parties and cannot be changed except by their written consent. This Listing Agreement shall survive execution and delivery of the Contract of Sale, deed and closing documents and shall not be merged therein.

Seller and Broker agree for themselves, their personal representatives, successors and assigns to completely indemnify, save and hold harmless, the Service and the Eastern Panhandle Board of REALTORS®, Inc. and its officers, directors and employees from any and all claims, losses and/or liabilities arising in connection with this Listing Agreement. Broker, cooperating Brokers and agents, and Buyer's Agents shall not be liable or responsible for vandalism, theft, or damage of any nature whatsoever to the Property, nor is the Broker, cooperating Brokers and agents, and Buyer's Agents responsible for the custody of the Property, its management, maintenance, upkeep or repair.

**THIS IS A LEGALLY BINDING AGREEMENT;  
YOU HAVE THE RIGHT TO SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.**

EFFECTIVE LISTING DATE \_\_\_\_\_ EXPIRATION DATE(MIDNIGHT): \_\_\_\_\_

BROKER \_\_\_\_\_ OWNER/SELLER \_\_\_\_\_ (DATE)

BY \_\_\_\_\_ (DATE) OWNER/SELLER \_\_\_\_\_ (DATE)

MAILING ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

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# “LOCK BOX” ADDENDUM TO LISTING AGREEMENT

Date \_\_\_\_\_, 20\_\_\_\_

ADDRESS OF PROPERTY: \_\_\_\_\_

1. The Undersigned Owners recognize that it is both desirable and advantageous to them and may expedite the sale or rental of their property to have a key for their premises available in a convenient location on the property so that authorized real estate brokers and their agents may gain access for the purpose of showing the property to prospective buyers or renters and for authorized inspectors to access the property for the conduct of certain inspections as may have been negotiated by the Owners and prospective buyers of the Property. The “Lock Box” is a storage type device commonly used for on-premises storage of keys. Upon execution of this Agreement, Owners authorize the Broker named below to place a “Lock Box” on Owner’s property in which the key to Owner’s premises will be stored. Said Lock Box may be accessed either by a separate lock box key or by an electronic access card.

2. Owners acknowledge that there is a possibility that a person may use the “Lock Box” in an unauthorized manner, enter the premise and unlawfully remove personal property from or destroy or damage the premises or personal property located therein. Accordingly, Owners hereby agree as follows:

- (a) Owners acknowledge that they must take all necessary steps to safeguard and/or remove all valuables and other personal property now located in the premises.
- (b) Owners acknowledge that it is not a requirement of the Eastern Panhandle Board of REALTORS®, Inc. or Broker that Owners allow the use of a “Lock Box”. Owners acknowledge that they have authorized the use of a “Lock Box” for the reasons outlined in Paragraph 1 above.
- (c) If a tenant occupies the Owner’s property where the “Lock Box” will be placed, Owner’s warrant that they have obtained the tenant consent to the installation and use of a “Lock Box” and for the entry upon the property by persons authorized by Owners in accordance with Paragraph 4 of this Agreement.
- (d) Owners acknowledge that neither the listing Broker; and licensee(s) or sub agent(s) of the listing Broker; Buyer’s or Tenant’s agents; the Multiple Listing Service of the Eastern Panhandle Board of REALTORS®, Inc.; nor the Eastern Panhandle Board of REALTORS®, Inc., is an insurer against damage to or loss of Owners’ premises, personal property or valuables. Owners acknowledge that they have been advised of the need to verify the existence of insurance for personal property located within the premises or to obtain such insurance through Owner’s insurance agent.

3. Owners hereby authorize the Broker named below to place or cause to have a “Lock Box” place on Owner’s property.

4. In connection with such authorization to place a “Lock Box” on Owner’s property, Owners further authorize:

\_\_\_\_\_  
 Owners (a) Broker, licensees affiliated with or employed by Broker, and other authorized participants of the Multiple Listing Service of the Eastern Panhandle Board of REALTORS®, Inc. and licensees affiliated with or employed by such Participants, whether acting as agent(s) of Owners; prospective buyers(s) or tenant(s); or as dual agent(s), to use the “Lock Box” for access to Owner’s property during the term of the Listing Agreement between Owners and Broker.

\_\_\_\_\_  
 Owners (b) The use of the “Lock Box” for access to Owners property during the term of the Listing Agreement for the sole purpose of the conduct of home inspections, environmental inspections, appraisals, termite inspections, and well and septic inspections in accordance with any written Contract of Sale entered into by Owners.

5. In consideration of the undertaking of the Broker named below to place or to cause a “Lock Box” to be placed on the property of Owners, Owners hereby covenant and agree to hold harmless and indemnify Broker; Broker’s licensees and sub agents; Buyer’s and Tenant’s agents; the Multiple Listing Service of the Eastern Panhandle Board of REALTORS®, Inc.; the Eastern Panhandle Board of REALTORS®, Inc.; and their respective officers, directors, agents, servants and employees (collectively, the “Indemnified parties”), of and from any and all liability, direct or indirect, for any loss, theft or damages to the Owner’s property or personal property sustained by Owners or others (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence) as a result of the installation or use or unauthorized use of said “Lock Box” on the property of Owners. Owners do hereby further expressly assume any and all risks of loss, theft or damage to the above described property and premises and its furnishings and contents and other personal property, if any, including any and all loss or damage which may be caused by or result, directly or indirectly, from the unauthorized use of the “Lock Box” (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence).

The receipt of a copy of the addendum is hereby acknowledged by Owners.

|                |             |   |             |
|----------------|-------------|---|-------------|
| <b>OWNER</b>   | <b>DATE</b> | <b>OWNER</b>                                  | <b>DATE</b> |
| NAME OF BROKER | DATE        | BROKER OR AUTHORIZED REPRESENTATIVE OF BROKER |             |

**TENANT(S):** The tenant(s) and Owners have discussed the safeguarding and insuring, during the listing period, of personal property and valuable located within said premises. The undersigned tenants have read and understand the above provisions and hereby authorize and consent to the placement and use of a “Lock Box” on the premises.

The receipt of a copy of this Addendum is hereby acknowledged by Tenant(s)

|               |             |               |             |
|---------------|-------------|---------------|-------------|
| <b>TENANT</b> | <b>DATE</b> | <b>TENANT</b> | <b>DATE</b> |
|---------------|-------------|---------------|-------------|

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