

Exclusive Right To Sell Listing Agreement

CONSIDERATION AND TERMS OF CONTRACT: Kermath Realty LLC, hereinafter referred to as "KRLLC", agrees to market, negotiate, schedule and show with potential buyers the property located at: _____ . The listing period commence on (date we list you) _____ through end date: _____. The property includes but is not limited to the following: all buildings, gas, oil, and mineral rights owned by seller; built-in appliances; water softener (unless rented) water pumps and pressure tanks; stationary laundry tubs; radio and television antennas and any mechanical controls; shades, shutters, window blinds, and curtain and drapery rods; attached floor coverings; attached fireplace doors and screens; garage door opener and controls; screens, storm windows and doors & other related fixtures.

SALES PRICE AND TERMS: Seller agrees to offer the property for sale for \$ _____ on the following terms or such other terms as seller may agree or consent to in writing: (Initial all that apply) _____ Cash / _____ Conventional mortgage / _____ FHA / _____ VA / _____ Land contract.

LISTING OPTIONS: CHOOSE THE ONE YOU SIGNED UP FOR

1. **MONTHLY, PAY AS YOU GO:** _____ initial \$ _____ monthly until sold (**insert monthly amount**). Your credit card will be automatically charged _____/month (**insert monthly amount**) until we receive a signed withdrawal form from you requesting via fax only to be withdrawn. No verbal withdraws. Withdrawal form must be received prior to the anniversary of the date listed (signing date) or charges will continue. No prorations & no emails, we must have the withdrawal form.
2. **BASIC MLS LISTING: 6 MONTHS:** _____ initial
3. **UPGRADED MLS LISTING: 12 MONTHS:** _____ initial
4. **FULL SERVICE WITH UP FRONT FEE:** _____ (**initial**)
5. **TRADITIONAL / FULL SERVICE, NO UP FRONT FEE:** _____ (**initial**) No fee to list. Commission/ Fee to KRLLC is 1% of sales price at closing. This fee applies regardless of who procures the buyer.

COMMISSION: This is a variable rate commission schedule.

1. Seller has paid a commission of (amount paid up front) \$ _____ at the time of listing. Seller will also pay an additional commission of (coop or MLS fee, should be 3%) _____% of total gross sales price to buyers broker if buyer is procured from a buyers agent / broker. Seller will be listed in the _____ MLS. Commission is paid if, during the term of this contract (1) a licensed real estate agent sells or trades the property, or (2) a licensed real estate agent produces a buyer who is ready, willing and able to buy or trade for the property. Seller will also pay an agent the commission if, within 30 days after this contract expires, the property was shown to someone who learned about it through Broker's or agents efforts during the term of the contract. Seller authorizes KRLLC to pay this commission to any participating broker (buyer's agent) in the MLS. The fee is earned by the buyer agent/Broker that brings the buyer that closes on the property and will be paid at closing. All sales go through KRLLC (so we can report accurate data to the M.L.S.) and no other Broker may list the property during the term of the listing. The above commission will be paid to a participating broker / agent when acting as a buyer's broker or transaction coordinator.

Seller's initials: _____

SERVICES PROVIDED: The seller is giving KRLLC the authority to enter this listing into the local MLS by KRLLC subject to the rules and regulations of the MLS service. KRLLC advises all participants in buying and selling real estate to enlist the services of a competent real estate attorney. By entering the seller's home into the M.L.S. & Realtor.com, the prepaid commission is non refundable. KRLLC will make every attempt to transmit sellers listing to all websites advertised but makes no guarantees that the data will feed to any or all of them. Seller understands that upon notification of their listing in the MLS & Realtor.com, KRLLC has fulfilled it's obligations to seller and there are no refunds, full or partial. KRLLC will make every attempt to forward all leads to sellers but will not guarantee it. Leads and forwarding leads cannot be cause for any refunds, full or partial. Seller may cancel listing at any time via email without cost. If this listing is cancelled it cannot be restarted with paying an additional fee. KRLLC will correct at no charge any initial input errors that may occur but will not be liable for damages resulting from such errors.

FULL SERVICE LISTINGS: If seller chooses full service listing options, KRLLC may provide assistance with arranging appointments, accepting and presenting offers, advising on offers and counter offers, negotiate for seller and assist through closing.

LEADS: KRLLC's policy is to forward all incoming leads to the seller. KRLLC will make every attempt to forward all leads to sellers but will not guarantee it. Seller may cancel listing at any time via email without cost.

TITLE: Seller will provide evidence that the title to the property is marketable once there is an offer. KRLLC may order title work and issue a credit to the home owner if they have an old policy to turn in. Seller may choose their own title company.

OCCUPANCY: Seller will give occupancy _____ days after closing. This is only an estimate, specific occupancy and tenant rights and rental rates will be drafted in the offer to purchase.

SIGNS: KRLLC may provide the seller with a KRLLC's Realtor yard sign, photo of which is on the web site. The Seller gives KRLLC the right to post listing information and photograph(s) on any web sites deemed suitable by KRLLC of and to any Internet site where the MLS appears KRLLC has no control over either of these.

ADDITIONAL OFFERS: Once seller and a buyer agree on a sales contract, broker shall not present to seller any other offers unless seller and broker agree otherwise.

NON-DISCRIMINATION: As required by law, seller and broker agree not to discriminate because of religion, race, color, national origin, age, sex, disability, familial status, or marital status in the sale of the property.

INDEMNIFICATION: OWNER shall defend, indemnify and hold BROKER, its shareholders, directors, officers, employees, agents and representatives harmless from, any and all losses, claims, damages, liabilities and costs, including without limitation commission claims, court costs, reasonable attorneys' fees and MLS penalties and fines, which arise from, are related to, or are in connection with, (i) OWNER'S breach of this Agreement or violation of any federal, state or local law; (ii) OWNER'S provision of false, misleading, inaccurate or incomplete information, representations or warranties to BROKER, prospective buyers or buyer; or (iii) claims of third parties relating to the Listed Property, the sale thereof, and/or any compensation to be paid in connection with such sale (including, without limitation, a claim by the Cooperating Brokerage against BROKER for a commission). Seller also accepts any liability for any potential misrepresentation as to the condition and square footage measurement of the home. Seller accepts any responsibility to pay buyers agent

Seller's initials: _____

commission should it be found that subsequent to closing, a buyer was procured by buyers agent. Seller will require the buyer to obtain a copy of their lender's appraisal or an independent appraisal and investigate all discrepancies between that number, public record and the MLS listing before taking title. If seller fails to require buyer to do this, Seller indemnifies Realtor of all liability. Seller agrees to pay commission and any fees associated with the dispute. KRLLC is not an expert in, and is not providing advice to seller concerning legal matters, tax, financing, surveying, structural or mechanical condition, hazardous material or engineering. Seller is encouraged to seek expert help from qualified professionals in such areas.

LIMITATION OF LIABILITY. In no event will BROKER, its shareholders, directors, officers, employees, or agents be liable for any damages, losses, or liability, whether based on warranty, contracts, statutes, regulations, tort or any other legal theory. The BROKER's liability hereunder is limited to the Service Fee paid by OWNER to BROKER. If a commission was paid directly or through BROKER to a Cooperating Broker, OWNER agrees to make all claims for reimbursement of said commission against the Cooperating Broker directly.

RELEASE OF LIABILITY, REPRESENTATIONS AND WARRANTIES. I (we) the undersigned agree to hold harmless & release KRLLC from any and all future claims resulting from; a) discrepancies in square footage and room measurements, b) any act of negligence by the seller, c) occupancy issues prior to and after closing if a buyer moved items in and/or occupied the home prior to closing, d) emotional distress resulting from any issues the buyers may have after purchasing the home, e) any other liability or issue from purchasers. Seller hereby represents to the best of their knowledge that the information provided to the broker as to the measurements of the home and condition of the home is accurate. Seller assumes full responsibility for any inaccuracies on data provided to broker as far as condition, square footage, lot size, acreage, wetland issues, easements, mold, survey and any other discrepancies that may arise from a purchase. Broker is hereby held harmless against any claims arising from the sale of the property related to the above issues.

HEIRS AND SUCCESSORS: This contract binds seller, broker their personal representatives and heirs, and anyone succeeding to their interest in the property.

OTHER CONDITIONS:

Seller If legal recourse arises out of Seller's non-performance under this contract and the MLS Listing Contract KRLLC will be entitled to recover all fees and commissions, including, but not limited to, reasonable attorney's fees and costs. I have read and understand this entire agreement; by my signature below, I agree to all of the terms of this contract in its entirety.

SIGNATURES

Seller 1: _____ Date: _____
Print Name: _____ Phone: _____
Email : _____

Seller : _____ Date: _____
Print Name: _____ Phone: _____

By Broker: _____ Date: _____

Seller's initials: _____