

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This Exclusive Right to Sell Listing Agreement ("Agreement") is made on _____ by and between _____ ("Seller") and _____ ("Broker").

1. **APPOINTMENT OF BROKER** In consideration of the services provided by Broker and described in this Agreement, Seller hereby appoints Broker as Seller's sole and exclusive listing agent and grants Broker the exclusive right to sell the real property described below ("Property").

2. **PROPERTY**

Street Address _____

Unit # _____ City _____ West Virginia, Zip _____

Tax Map/ID # _____ Parking Space Number(s) _____

Storage Unit Number(s) _____ Historic District Description _____

Legal Description _____

Lot/Block/Subdivision Lot# _____, Block _____, Section _____, Phase _____, DB/WB _____, PG/Folio _____ Subdivision/Condominium _____

County/Municipality _____

Metes/Bounds, see Attached Description Metes/Bounds, see Attached Survey

3. **NOTICES** All notifications and amendments under this Agreement shall be in writing and shall be delivered using the information below:

Seller

Mailing Address: _____

City, State and Zip Code _____

Phone: (H) _____ (W) _____ (Cell) _____ (Fax) _____

Email: _____

Broker:

Mailing Address: _____

City, State and Zip Code: _____

Phone: _____ (Fax) _____

Email: _____

4. **AGREEMENT TERM AND LISTING TERM**

A. **Agreement Term.** The Agreement will run for the period commencing **UPON SIGNATURE BY ALL PARTIES** and expiring at 11:59 p.m. on _____ ("Agreement Term") If a Sales Contract for Property is ratified during the Agreement Term which provides for a settlement date beyond the Agreement Term, the Agreement will be extended automatically until final disposition of the Sales Contract.

B. **Listing Term.** The Listing Term begins when Seller instructs Broker to allow any potential Buyer(s) to learn about Property. The Listing Term shall go into effect on or before _____, with the expiration date coinciding with the expiration date of the Agreement Term, or extending as provided for above. Listings shall be entered into the MLS within two (2) days of the start of the Listing Term, or as MLS rules require. It is understood that the Listing Term effective date may or may not coincide with the Agreement Date.

5. **LISTING PRICE** Seller instructs Broker to offer Property for sale at a selling price of \$ _____, or such other price as later agreed upon by Seller, which price includes Broker's compensation. (NOTE: Broker does not guarantee that Property will appraise or sell at the price stated hereunder, nor does Broker guarantee any net amount Seller might realize from the sale of Property).

Seller: _____ / _____

6. CONVEYANCES

A. Personal Property and Fixtures. Property includes the following existing personal property and fixtures: any built-in heating and central air conditioning equipment, plumbing and lighting fixtures, storm windows, storm doors, screens, installed wall-to-wall carpeting, exhaust fans, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey. If more than one of an item convey, the number of items is noted as per the attached Affidavit of Items to Convey.

B. Items That Do Not Convey.

C. As-Is Items. Seller will not warrant the condition or working order of the following items and or systems:

D. As-Is Marketing. Seller does **OR** does not authorize Broker to offer the entire Property in "As-Is" condition.

E. Leased Items. Any leased items, systems or service contracts (including, but not limited to fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) **DO NOT** convey absent an express written agreement by Buyer and Seller. The following is a list of the leased items within the Property:

7. HOMEOWNER WARRANTY Seller has the option to purchase a homeowner warranty, which can be in effect during the Listing Period and will transfer to Buyer upon settlement. Seller should review the scope of coverage, exclusions and limitations. Cost not to exceed \$_____ Warranty provider to be _____

8. UTILITIES (Check all that apply)

Water Supply: Public Private Well Community Well
Sewage Disposal: Public Septic approved for # ___ BR
Type of Septic System: Community Conventional Alternative Experimental
Hot Water: Oil Gas Elec. Other
Air Conditioning: Oil Gas Elec. Heat Pump Other _____ #Zones _____
Heating: Oil Gas Elec. Heat Pump Other _____ #Zones _____
Seller represents that the septic system is **OR** is not operating under a waiver from the State Board of Health.

9. BROKER DUTIES Broker shall perform, and Seller hereby authorizes Broker to perform, the following duties. In performing these duties, Broker shall exercise ordinary care, comply with all applicable laws and regulations and treat all parties honestly.

A. Broker shall protect and promote the interests of Seller and shall provide Seller with services consistent with the standards of practice and competence that are reasonably expected of licensees engaged in the business of real estate brokerage. Seller acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS and the Regional Rules and Regulations for the electronic lockbox system.

Seller: _____ / _____

- B. Broker shall use reasonable efforts and act diligently to seek Buyers for Property at the price and terms stated herein or otherwise acceptable to Seller, to negotiate on behalf of Seller and to assist in the consummation of the sale of Property.
- C. Broker shall market Property, at Broker's discretion, including without limitation, use of the Property address, description, interior and exterior photographs in appropriate advertising media, such as publications, mailings, brochures and Internet sites; provided, however, Broker shall not be obligated to continue to market Property after Seller has accepted an offer.
- D. Broker shall present all written offers or counteroffers to and from Seller, in a timely manner, even if Property is already subject to a ratified contract of sale, unless otherwise instructed by Seller in writing.
- E. Broker shall account, in a timely manner, for all money and property received in trust by Broker, in which Seller has or may have an interest.
- F. Broker shall show Property during reasonable hours to prospective Buyers and shall accompany or accommodate, as needed, other real estate licensees, their prospective Buyers, inspectors, appraisers, exterminators and other parties necessary for showings and inspections of Property, to facilitate and/or consummate the sale of Property. Broker shall OR shall not install an electronic lockbox on Property to allow access and showings by persons who are authorized to access Property.

Showing Instructions:

- G. Broker shall OR shall not install "For Sale" signs on Property, as permitted. Seller is responsible for clearly marking the location of underground utilities, equipment or other items that may be damaged by the placement of the sign.

10. MARKETING/MLS/INTERNET ADVERTISING.

- A. **MLS Marketing.** Seller authorizes OR Seller does not authorize Broker to market Property via the Multiple Listing Service ("MLS").
 - 1. If Seller authorizes Broker to market Property in MLS, Broker will disseminate, via MLS, information regarding Property, including listing price(s), final sales price, all permissible terms, and all status updates during and after the expiration of Agreement. Broker will enter the listing information into MLS within two (2) days of Listing Term, or as MLS rules require.
 - 2. If Seller does not authorize Broker to market Property via MLS, Broker will instead market Property as an Office Exclusive Listing unless and until Seller desires to market Property via MLS. "Office Exclusive Listing" means Seller instructs Broker to restrict marketing of Property only to Broker's network. For each Office Exclusive Listing, Seller will sign and deliver concurrently with Agreement an MLS-required form certifying that Seller does not authorize Broker to publicly market the listing via MLS or any syndicated websites. Broker will enter the listing information into MLS within two (2) days of Listing Term, or as MLS rules require.
- B. **Third Party Websites.** Seller authorizes OR Seller does not authorize Broker marketing Property through MLS or other means to also make listing data available to third-party websites.

Seller understands that the listing data may get disseminated to third-party websites through means other than MLS regardless of the selection above.

Seller: _____ / _____

Seller acknowledges that the accuracy of the listing data is controlled by the third-party websites and is outside of Broker's control. The parties agree and understand that third-party websites include: 1) Broker's internet website; 2) the internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker or other brokers participating in MLS; 3) any other internet websites (such as syndicated websites) in accordance with applicable MLS rules and regulations; and/or 4) social and printed media.

C. In the event Seller has opted into marketing Property in the MLS in subparagraph A above, Broker is hereby authorized by Seller to submit and market Property as follows:

- Seller **authorizes OR** Seller **does not authorize** the display of Property address on any internet website. In the event Seller does not authorize the display of the property address, only the ZIP code will be displayed.
- Seller **authorizes OR** Seller **does not authorize** the display of unedited comments or reviews of Property (or display a hyperlink to such comments or reviews) on MLS participants' internet websites. This provision does not control the display of such comments on third-party websites such as syndicated websites.
- Seller **authorizes OR** Seller **does not authorize** the display of an automated estimate of the market value of Property (or a hyperlink to such estimate) on MLS participants' internet websites. This provision does not control the display of such estimated value of Property on third-party websites such as syndicated websites.

D. **Coming Soon.** Seller **authorizes OR** Seller **does not authorize** Broker to market Property under "Coming Soon" status in MLS. If Seller authorizes Broker to market Property under "Coming Soon" status in MLS, Broker will list Property under "Coming Soon" status in MLS within two (2) days of Listing Term, or as MLS rules require. Broker may engage in pre-marketing activities prior to the date that Property is marketed in MLS under "Active" status including, but not limited to: 1) placing a "Coming Soon" sign on Property; 2) notifying agents with other firms that Property is "Coming Soon"; and 3) placing advertisements and conduct other marketing activities at Broker's discretion. Broker will not show Property to prospective Buyers or tenants and/or their agents while under "Coming Soon" status.

Active in MLS on or before _____.

E. During the term of Agreement, Seller may, by written notice to Broker, authorize Broker to enable or disable use of any feature as described above. Broker agrees to update MLS database accordingly.

11. TYPES OF REAL ESTATE REPRESENTATION-DISCLOSURE AND INFORMED CONSENT

- A. **Seller Representation** occurs by virtue of this Agreement with Seller's contract to use Broker's services and may also include any cooperating brokers who act on behalf of Seller as subagent of Broker. (Note: Broker may assist a Buyer or prospective Buyer by performing ministerial acts that are not inconsistent with Broker's duties as Seller's listing agent under this Agreement.)
- B. **Buyer Representation** occurs when Buyer's contract to use the services of their own Broker (known as a Buyer Representative) to act on their behalf.
- C. **Disclosed Dual Representation** occurs when a Licensee of the same Broker represent both the Buyer and Seller in one transaction. In the event of Dual Representation, Broker shall be bound by confidentiality requirements for each client, set forth in the CONFIDENTIAL INFORMATION paragraph.

Seller: _____/_____

If Seller does not consent to Dual Representation, then Seller does not allow Property to be shown to a Buyer represented by this Broker. Broker will notify other real estate licensees via the MLS of whether Seller consents or does not consent to Dual Representation.

- Seller does not consent to Dual Representation **OR**
- Seller consents to Dual Representation.
- Broker/Listing Agent discloses the following relationship to Seller

A West Virginia Real Estate Commission Notice of Agency accompanies this document.

12. LISTING BROKER COMPENSATION.

Listing Broker Compensation and Buyer's Broker Compensation are fully negotiable and are not fixed, controlled, recommended, or suggested by law or any multiple listing service or association of REALTORS[®].

A. **Listing Broker Compensation.** Seller will pay Broker compensation of _____% of gross sales price, OR "\$ _____, OR _____% of gross sales price + \$ _____ ("Broker Compensation") if, during the term of Agreement, anyone produces a Buyer ready, willing, and able to buy Property.

Broker Compensation is also earned if, within _____ days after the expiration or termination of Agreement, a contract is ratified with a ready, willing, and able Buyer to whom Property had been shown during the term of Agreement; provided, however, that Broker Compensation need not be paid if a contract is ratified on Property while Property is listed with another real estate company.

B. **Additional Listing Broker Compensation for Unrepresented Buyer.** If anyone produces a Buyer ready, willing, and able to buy Property, and such Buyer is not represented by a Broker at the time of ratification of the Sales Contract, Seller will pay Broker the following (in addition to Broker Compensation): _____% of gross sales price, OR \$ _____, OR _____% of gross sales price + \$ _____.

C. **Variable Rate Compensation.** If applicable, Broker and Seller agree to variable rate compensation to be paid as follows:

D. **Additional Compensation.** Seller also agrees to pay additional compensation in the amount of \$ _____ at settlement, regardless of any Seller payment of commission.

E. **Retainer Fee.** Broker acknowledges receipt of a retainer fee in the amount of \$ _____ which will OR will not be subtracted from Compensation. The retainer fee is non-refundable and is earned when paid.

F. **Early Termination.** In the event Seller wishes to terminate Agreement prior to the end of Agreement Term, Seller will deliver written notice to terminate the Agency Relationship between the Parties. The Parties will then execute a Release of Brokerage Representation Agreement to terminate the Brokerage Relationship between the Parties. Should termination be without good cause, Seller will pay Broker \$ _____ as an early termination fee prior to executing the Release of Brokerage Representation Agreement, in addition to any compensation otherwise due pursuant to Agreement.

13. OPTIONAL SELLER-PAID BUYER'S BROKER COMPENSATION

- A. **Generally.** Prospective buyers may retain a broker who represents their interests only ("Buyer's Broker"). Seller has the option to agree to pay some or all of the fees of Buyer's Broker in this transaction, which will be payable upon settlement ("Buyer's Broker Compensation"). Seller has no obligation to pay Buyer's Broker Compensation. Buyer's Broker Compensation is negotiable and will ultimately be determined by a ratified sales contract between Seller and the buyer.

- B. **Disclosure.** Seller authorizes OR does not authorize Broker to disclose to prospective buyers and brokers representing buyers of Seller's willingness to negotiate with Buyer regarding Seller's payment of, in whole or in part, Buyer's Broker Compensation.

- C. **Seller Approval of Optional Buyer's Broker Compensation.** In the event Seller desires that Broker disclose and/or market, subject to applicable MLS rules and regulations, a specific amount or rate for Buyer's Broker Compensation, Broker must obtain Seller's approval in writing in advance of any such disclosure or marketing, any agreement to pay, or payment, and must specify the amount or rate disclosed or marketed.

14. **CONFIDENTIAL INFORMATION** Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the client, which were obtained by Broker during the brokerage relationship, unless the client consents in writing to the release of such information or as otherwise provided by law. The obligation of Broker to preserve confidential information continues after termination of the brokerage relationship. Information concerning material defects about Property is not considered confidential information.

15. **AUTHORIZATION TO DISCLOSE OTHER OFFERS** In response to inquiries from Buyers or cooperating brokers, Broker may not disclose, without Seller's authorization, the existence of other written offers on Property. If Seller does give such authorization, Seller acknowledges that Broker and sales associate(s) must disclose whether the offers were obtained by the listing agent, another member of the listing Broker's firm, or by a cooperating broker.

Seller does OR does not authorize Broker and sales associate to disclose such information to Buyers or cooperating brokers.

16. **COMPLIANCE WITH FAIR HOUSING LAWS** Property shall be shown and made available without regard to race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the state of West Virginia and applicable local jurisdictions, or by the REALTOR® Code of Ethics.

17. **EMPLOYEE RELOCATION PROGRAM** Seller is participating in any type of employee relocation program:
 Yes OR No.

If "Yes":

(a) The program is named: _____, Contact # _____ **AND**

(b) Terms of the program are: _____

If "No" or if Seller has failed to list a specific employee relocation program, then Broker shall have no obligation to cooperate with or compensate with or compensate any undisclosed program.

Seller: _____ / _____

18. **CONDOMINIUM ASSOCIATION** Seller represents that Property is OR is not located within a development, which is a Condominium or Cooperative.

19. **PROPERTY OWNER'S ASSOCIATION** Seller represents that Property is OR is not located within a development(s) which has a Property Owners' Association. If Property is within such a development, Seller is responsible for payment of the appropriate fees until closing.

The Property Owners Association dues are \$ _____ per _____ (frequency of payment).

Special Assessment \$ _____ for _____

Property Owners Association Name: _____

Management Company: _____ Phone #: _____

Seller represents that Seller is OR is not current on all Property Owners Association dues and/or special assessments.

20. **PROPERTY CONDITION** Seller has completed OR has not completed a Residential Property Disclosure/Disclaimer Statement. Seller acknowledges Broker is required to disclose to prospective Buyers all material adverse facts pertaining to the physical condition of Property actually known by Broker.

Broker shall not, however, be obligated to discover latent defects in Property or to advise on property condition matters outside the scope of Broker's real estate license. Seller shall indemnify, save, and hold Broker harmless from all claims, complaints, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller or from Seller's failure to disclose any material adverse facts.

21. **LEAD BASED PAINT DISCLOSURE** Seller represents that the residential dwelling(s) at Property were OR were not constructed before 1978. If the dwelling(s) were constructed before 1978, Seller is subject to Federal law concerning disclosure of the possible presence of lead-based paint at Property, and Seller acknowledges that Broker has informed Seller of Seller's obligations under the law. If the dwelling(s) were constructed before 1978, unless exempt under 42 U.S.C. 4852d, Seller has completed and provided to Broker the form, "Sale: Disclosure And Acknowledgement Of Information On Lead-Based Paint Hazards" or equivalent form.

A. Renovation, repair and painting of Property: In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Owner to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of lead-based paint per room for interior projects; more than 20 square feet of lead-based paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

B. An Owner who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for an Owner who personally performs covered work on the Owner's principal residence. However, Owner has the ultimate responsibility for the safety of Owner's family or children while performing such Covered Work. For detailed information regarding the RRP, Owner should visit www.epa.gov/lead/pubs/renovation.htm.

_____/_____/_____ Owner acknowledges that Owner has read and understands the provisions of Paragraph 22.B.

23. **CURRENT LIENS** Seller represents to Broker that the below information is true and complete to the best of Seller's information, knowledge and belief:

A. Property is security for a first mortgage or Deed of Trust loan held by:

Lender Name _____ Account # _____

With an approximate balance of \$ _____ Lender Phone # _____

Seller: _____/_____

B. Property is security for a second mortgage or Deed of Trust loan held by:
Lender Name _____ Account # _____
With an approximate balance of \$ _____ Lender Phone # _____

C. Check all that are applicable:

- Property is not encumbered by any mortgage or Deed of Trust.
- Seller is current on all payments for the loans identified in numbered items A, B, C above.
- Seller is not in default and has not received any notice(s) from the holder(s) of any loan identified in numbered items A, B, C above, or from any other lien holder of any kind, regarding a default under any loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure.
- There are no liens secured against Property for Federal, State or Local income taxes; unpaid real property taxes; or unpaid condominium or homeowners' association fees.
- There are no judgments against Seller (including each owner for jointly held property). Seller has no knowledge of any matter that might result in a judgement that may potentially affect Property.
- Seller has not filed for bankruptcy protection under United States law and is not contemplating doing so during the term of the Listing Agreement.
- Seller is only partly vested with ownership title, as checked below:
 - Probate, other heirs
 - Domestic Partners
 - Corporation/LLC./Partnership
 - Other, please explain _____

During the term of the Listing Agreement, should any change occur with respect to answers above, Seller shall immediately notify Broker and Sales Associate/Listing Agent, in writing, of such change.

24. **SELLER FINANCING** Seller does OR does not agree to offer Seller financing by providing a _____ Deed of Trust loan in the amount of \$ _____ with further terms to be negotiated.

25. **CLOSING COSTS** Fees for the preparation of the deed of conveyance, that portion of the settlement agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees, Grantor's Tax, and any other proper charges assessed to Seller will be paid by Seller unless provided otherwise in the sales contract.

26. **IRS/FIRPTA** Section 1445 of the Internal Revenue Service (IRS) Code may require the settlement agent to report the gross sales price, Seller's federal tax identification number and other required information to the IRS. Seller will provide to the settlement agent such information upon request. In certain situations, the IRS requires a percentage (currently 10%) of the sales price to be withheld from Seller's proceeds if Seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, non-resident aliens, foreign corporations, foreign partnerships, foreign trusts or foreign estates. Seller represents that Seller is OR is not, a foreign person for purposes of U.S. income taxation.

27. MISCELLANEOUS PROVISIONS

A. Seller Representations and Warranties. Seller is aware Seller may be responsible for failing to disclose information and/or misrepresenting the condition of Property. Seller warrants that:

Seller has capacity to convey good and marketable title to Property by general warranty deed and represents that Property is insurable by a license title insurance company with no additional risk premium.

- 1) Seller is not a party to a listing agreement with another broker for the sale, exchange or lease of Property.
- 2) No person or entity has a right to purchase, lease or acquire Property, by virtue of an option, right of first refusal or otherwise.

Seller: _____ / _____

- 3) Seller is **OR** is not a licensed (active/inactive) real estate agent/broker.
- 4) Seller has **OR** has no knowledge of the existence, removal or abandonment of any underground storage tank on Property.
- 5) Property is **OR** is not tenant-occupied

B. Access to Property Seller shall provide keys to Broker for access to Property to facilitate Broker's duties under this Agreement. If Property is currently tenant-occupied, Seller shall provide Broker with any current lease documents and contact information for current tenant, and shall use best efforts to obtain the full cooperation of the tenants, in connection with showings and inspections of Property.

C. Seller Assumption of Risk

- 1) Seller retains full responsibility for Property, including all utilities, maintenance, physical security and liability until title to Property is transferred to Buyer. Seller is advised to take all precautions for safekeeping of valuables and to maintain appropriate property and liability insurance through Seller's own insurance company. Broker is not responsible for the security of Property or for inspecting Property on any periodic basis.
- 2) If the listed property has surveillance recording equipment the Seller must disclose the equipment by providing actual visual notice inside of the subject property. Said notice should be placed at an obvious entry point. It is illegal to record hidden camera video in areas where subjects have a reasonable expectation of privacy such as a bathroom etc.
- 3) If Property is or becomes vacant during the Listing Period, Seller is advised to notify Seller's home owner's insurance company and request a "Vacancy Clause" to cover Property.
- 4) In consideration of the use of Brokers services and facilities and of the facilities of any Multiple Listing Service, Seller and Seller's heirs and assigns hereby release Broker, Broker's designated agents, sub-agents, sales associates and employees, any Multiple Listing Service and the Directors, Officers and employees thereof, including officials of any parent Association of REALTORS®, except for malfeasance on the part of such parties, from any liability to Seller for vandalism, theft or damage of any nature whatsoever to Property or its contents that occurs during the Listing Period. Seller waives any and all rights, claims and causes of actions against them and holds them harmless for any property damage or personal injury arising from the use or access to Property by any persons during the Listing Period.
- 5) Owner hereby waives, acquits and forever releases Broker, Broker's agent(s), multiple listing service, Association of REALTORS®, or any person(s) associated with or employed by the aforementioned person(s) organization(s) or entity(s), from any responsibility or liability concerning Brokers marketing activities, including, but not limited to the installation, use, and/or any loss as a result of a lockbox being installed on Owner's property.

There is **OR** is not a tenant lockbox authorization attached.

D. Appropriate Professional Advice: Broker can counsel on real estate matters, but if Seller desires legal advice, Seller is advised to seek legal counsel. Seller is advised further to seek appropriate professional advice concerning, but not limited to, property or tax and insurance matters.

E. Subsequent Offers After Contract Acceptance: After a Sales Contract has been ratified on Property, Broker recommends Seller obtain the advice of legal counsel prior to acceptance of any subsequent offer.

Seller: _____ / _____

F. Governing Law: The laws of West Virginia shall govern the validity, interpretation and enforcement of this Agreement.

G. Binding Agreement: This Agreement will be binding upon the parties, and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions hereof will survive the sale of Property and will not be merged therein. This agreement, unless amended in writing by the parties, contains the final entire agreement and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained.

28. **FARMLAND PRESERVATION EASEMENT** Sellers acknowledge that this property is encumbered by Farmland Preservation Easement.

29. **WEST VIRGINIA WITHHOLDING TAX** Sellers acknowledge that they are non-residents of West Virginia and subject to West Virginia withholding tax at settlement.

30. **ADDITIONAL TERMS** _____

SELLER:

Signature Date

Signature Date

Broker/Representative Date

“LOCK BOX” ADDENDUM TO LISTING AGREEMENT

ADDRESS OF PROPERTY: _____ DATE: _____

Electronic Manual Both

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 to access the property 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 the 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 premises 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 reason 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’s 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 the Agreement.

 - D. Owner’s acknowledge that neither the listing Broker; and licensee(s) or subagent(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 Owner’s 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” placed on Owner’s property.

4. In connection with such authorization to place a “Lock Box” on Owner’s property, Owner further authorize:
 - 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) or Owners; prospective Buyer(s) or tenant(s), to use the “Lock Box” for access to Owner’s property during the term of the Listing Agreement between Owner and Broker.

 - B. The use of the “Lock Box” for access to Owner’s property during the term of the Listing Agreement for the sole purpose of conducting home inspections, environmental inspections, appraisals, wood destroying insect’s inspection, and well and septic inspections in accordance with any written Contract of Sale entered into by Owners.

Seller: _____ / _____

5. In connection with such authorization to place a "Lock Box" on Owner's property, Owners further authorize: 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 subagents; Buyer's and Tenant's agents; the Multiple Listing Service of 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).

It is agreed by all parties hereto that all singular words or terms used in this Agreement shall be read as plural as may be necessary and all such plural usage will be read as singular as required.

Sellers hereby acknowledge the receipt of copy of this addendum.

Signature Date

Signature Date

Broker/Representative Date

TENANT(S): The Tenant(s) and Owner(s) have discussed the safeguarding and insuring, during the listing period, of personal property and valuables 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 the Addendum is hereby acknowledged by Tenant(s):

Signature Date

Signature Date

This form has been prepared for the sole use of the Eastern Panhandle Board of REALTORS, Inc. and its members. The Board and its members and employees assume no responsibility if this form fails to protect the interest of any party. Each party should secure their own legal tax, financial or other advice.

LISTING AGREEMENT ADDENDUM – OPTIONAL BUYER’S BROKER COMPENSATION

This Addendum is made on _____, to **(choose only one)** Exclusive Right to Sell Listing Agreement, **OR** Exclusive Right to Sell Unimproved Land Listing, dated _____ (the “Listing Agreement”) between _____ (“Seller”) and _____ (“Broker”), wherein Seller appointed Broker as its sole and exclusive listing agent for property described as

_____ (“Property”).

The purpose of this Addendum is to supplement certain provisions of the Listing Agreement, as specified below. Except for those terms expressly added herein, this Addendum shall not alter, modify, or change the Listing Agreement in any other respect, and all other terms and provisions of the Listing Agreement are ratified and confirmed and shall remain in full force and effect.

Seller Approval of Optional Buyer’s Broker Compensation.

Seller acknowledges and agrees that Seller has no obligation to pay Buyer’s Broker Compensation and that Buyer’s Broker Compensation is negotiable and will ultimately be determined by a ratified sales contract between Seller and the buyer.

The parties agree to supplement the Listing Agreement to include the following **(check all that apply)**:

1. Seller is willing to pay Buyer’s Broker Compensation up to the following amount **(if yes, choose one)**:
- a. _____% of gross sales price **OR**
 - b. \$ _____.
2. Seller authorizes Broker to disclose and/or market, in accordance with applicable MLS rules and regulations, Seller’s willingness to pay Buyer’s Broker Compensation up to the amounts set forth in paragraph 1 above.

SELLER:

BROKER:

Signature Date

Signature Date

Signature Date

Signature Date