



Locations:

1212 Bath Avenue • Ashland, Kentucky 41101
606.329.1013

502 N.Carol Malone Blvd. • Grayson, Kentucky 41143
606.474.2390

2013 Argillite Road • Flatwoods, Kentucky 41139
606.833.0007

ADDRESS _____
PRICE _____
OWNER _____
PHONE # _____
TO SHOW _____
APPT. _____
KEY _____ SIGN _____



1. In consideration of your agreement to list the property for sale and to use your efforts to find a purchaser, I hereby grant you the exclusive right and privilege for the period from _____ to _____, to sell the here in after real property

Date & Time Date & Time

for the gross price of _____ and accept a deposit hereon, upon the terms and conditions as set forth herein:

ADDRESS: _____

OWNED BY: _____

This contract is binding on the Broker and the Seller and their principals, heirs, successors, assigns, and personal representatives.

2. If said property is sold before the expiration of this agreement by myself or any other person, I agree to pay you the commission of _____. Such compensation shall be paid if said property is sold, conveyed or otherwise transferred within _____ days after the termination of this agreement, or any extension thereof, to anyone with whom the agent has negotiated prior to final termination. However, I shall not be obligated to pay such compensation if a valid exclusive right to sell contract is entered into during the term of said protection period with another licensed real estate broker and the sale, lease or exchange of the property is made during the term of the protection period.

3. Owner(s) understands and agrees that the listing Broker is placing the listing on the Multiple Listing Service, and that the listing Broker may authorize other Brokers or real estate licensees to perform selling duties under this agreement. Owner(s) further agrees to allow the listing Broker to negotiate the division of the commission with other with other Brokers or sale licensees. Ross Real Estate Services, does not offer sub-agency to other real estate offices. This means the agents from offices other than Ross Real Estate Service, will not be working for the seller. Please be advised not to disclose personal information that might affect the sale price. The owner(s) acknowledges receipt and understanding of the Kentucky Agency Informational Bulletin.

4. **DUAL AGENCY:** Pursuant to this agreement, Broker will be acting in the capacity of Seller's Agent. However, Seller hereby specially **acknowledges** that the Listing Broker may also represent Buyers. Should any such Buyer become interested in the property which is the **subject** of the Exclusive Listing Agreement, the Seller, upon notification by the Listing Broker, may authorize the Listing Broker to serve as a dual agent for Buyer and Seller. As a dual agent the Listing Broker has the duty to make a full, fair and timely disclosure of all **material** facts and information within his/her knowledge or readily available to the Listing Broker which might in any way affect the Seller's **and** Buyer's rights and interest or otherwise influence either party's action or decision in connection with the contemplated transaction. Notwithstanding the foregoing, to the extent that confidential information has been communicated to the Listing Broker by either party, it is agreed that the Listing Broker is not required to disclose and will not disclose such information to the other party. For example, Listing **Broker** will not disclose to the Seller that the Buyer will pay a sum greater than the price offered and will not disclose to the Buyer that the **Seller** will accept a price less than the listing price; and the Listing Broker will not disclose information relating to prior offers and counter- offers involving the party's motivation to enter into the transaction. It is understood by Seller that in any event the commission will be paid **by** the Seller, even though potentially coming indirectly from the Buyer.

5. **ADVERTISING:** In compliance with KRS 324.117(4), I _____ (licensee name) hereby inform _____ (seller name) that all advertising published by me or by the seller under our listing agreement must **include** the name of the real estate company or the name of the principal broker (with a designation that he or she is the principal broker). I further advise the seller that failure to include the company name or the principal broker name in all advertising will constitute a license law violation by me, and will subject me to discipline (including fines) by the Kentucky Real Estate Commission. By signing below, the **seller** agrees that he or she will run all proposed advertising by me or my principal broker and will include the company name or the **principal** broker name in all advertising published by the seller.

6. All escrow money deposits paid upon purchase price shall be held by the Broker in an Escrow Account until consummation of the sale. Any forfeited escrow deposit shall be divided between the Seller and the Broker on a _____ basis, but in no case to exceed the regular stated commission to be paid to the Broker.

7. Possession of said premises will be given _____

8. An unencumbered, marketable title to said property is to be conveyed by deed of _____ warranty, with the usual covenants such as any title company will insure, except easements of a record and all restrictions imposed by the zoning and planning commission.

9. YOU ARE HEREBY AUTHORIZED TO PLACE A "FOR SALE" SIGN ON SAID PROPERTY, TO REMOVE ALL OTHER SIGNS, AND EXHIBIT TO ANY PROSPECTIVE PURCHASER. YOU MAY ALSO ADVERTISE SAID PROPERTY ON THE "INTERNET", AS WELL AS ALL LOCAL MEDIA DEEMED NECESSARY.

Owner(s) states the attached description of the listed property and the enumeration and description of the accessories it contains are accurate and correct to the best of their knowledge and belief and each of the listed accessories is to be conveyed with the real estate. The undersigned further warrants all mechanical and electrical equipment is in good working condition and that gas furnace and heaters are vented properly. Seller shall maintain insurance until closing. This agreement executed in multiple copies and our signature hereon acknowledges that we have received a signed copy.

Home Warranty Purchase by Sellers: Yes _____ No _____

Ross Real Estate Services

ACCEPTED _____ SELLER _____/_____

AGENT _____ SELLER _____/_____

PHONE: OFFICE _____ HOME _____ MAILING ADDRESS OF SELLER _____

DIRECTIONS: _____