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Frederick, MD 21701
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MULTIPLE LISTING FORM EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

OFFICE CODE : MCK3 PRICE _____ MLS# _____
Parties to this Listing Agreement: Real Estate (Broker): Mackintosh Inc. Realty
Property Owner: Sellers _____
Property to be Conveyed: Address _____
County _____, West Virginia.
Liber/Folio ____/____ Tax Map pg _____, Parcel # _____, L/B/S ____/____/____, Election District _____,
Subdivision _____ Tax Account _____

- I. In consideration of the use of the services and facilities of Broker's office and Broker's agreement to promote the sale of the Property in the multiple listing service known as the Metropolitan Regional Information System, Inc. (the Service) Broker is hereby granted the exclusive right to sell the Property and non-real estate items and equipment to be conveyed as listed on the attached Data Form, collectively known as the "Property", for the sale price of \$ _____, or such other price as Seller shall accept, with a minimum deposit of \$1000.00, or such lesser amount as Seller shall accept, which price includes all assessments, balances owing on equipment, and brokerage fees. During the term of the 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: Equal to one month's rent. Either party by giving _____ FIVE (5) calendar days written notice, may cancel this Listing Agreement so that it terminates at the end of _____ THIRTY (30) 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 attached Data Form, or any modification thereof, Seller agrees to pay Broker a brokerage fee in the amount of _____ % of the sale price or \$ NA (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 0.000% 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 the Broker as compensation for services rendered 0.000% 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 Three months (3) 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 of 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; 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 and 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 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
_____ **Seller's 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 Broker'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 Agents and the terms of said cooperation in the MLS offering.
 - (I) Unless specifically authorized in writing by seller/owner, broker is not authorized to receive compensation from a person other than the seller/owner.

☐ **YES** ☐ **NO** _____ (seller should check one and initial)

MLS # _____

If YES, indicate by initials ONE alternative below:

- _____ (a) Seller authorizes Broker to compensate Buyer's Agents 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 Agents shall not be less than N/A % of Brokerage Fee as herein provided, or \$ N/A . Seller understands and agrees that if Broker offers to pay Buyer's Agents 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.
- VII. **LOCK BOX:** 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 Service and licensees affiliated with or employed by such Participants, whether acting as agent(s) of Owners; prospective buyer(s) or tenant(s); or as dual agent(s), to use the lock box for access to Owners' property during the term of the Listing Agreement between Owners and Broker.
- _____ (b) Affiliate Members of the Eastern Panhandle Board of REALTORS and employees of such Affiliate Members to use the lock box for access to Owner's 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.

Lock box Addendum Attached

☐ **YES** ☐ **NO**

- VIII. **SELLERS AUTHORIZATION & WAIVER FOR PHOTOGRAPHIC SERVICES:** Seller authorizes Broker to have interior and exterior photographs of the property taken (the "Photographic Services") 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 realty 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 EPBR and its officers, directors, employees and representatives from any responsibility or liability concerning any Photographic Services, and Photograph or this use, distribution or display of any Photographs in any form or manner.

- IX. 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, martial status, or national origin.
- X. SELLER REPRESENTATION: Seller warrants that the information in this Listing Agreement and the attached 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 this Listing Agreement, and which would affect the sale of the Property.

ADDITIONAL PROVISIONS: **If Seller voids this listing agreement prior to the expiration date, Seller will reimburse Mackintosh \$500.00 at time of release. Seller will provide one year Home Trust Warranty for Buyer Not To Exceed \$430.00**

- XII. MINISTERIAL ACTS: Owner/Seller hereby consents to the performance of "ministerial acts" by broker, its agents and representatives, on behalf of any client before and after the execution of a contract of sale or lease or other person to assist in the completion or fulfillment of the contract of sale or lease with the client of the broker, its agents and representative (e.g., termite inspector) which does not involve the discretion or the exercise of the broker's, its agents and representatives' own judgment. Owner/Seller acknowledges and understands that the performance of ministerial acts by broker, its agents or representatives, does not create, give rise to or form any agency relationship between the broker, its agents or representatives, and the person for whom the ministerial acts are performed.

SELLER ACKNOWLEDGES THAT SELLER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS LISTING AGREEMENT AND ATTACHED DATA FORM(S); THAT THE INFORMATION ON THE ATTACHED DATA FORM IS TRUE AND COMPLETE TO THE BEST OF THE SELLER'S KNOWLEDGE AND BELIEF; AND THAT THERE ARE NO OTHER EXISTING AGREEMENTS OR CONDITIONS OTHER THAN AS EXPRESSLY SET FORTH HEREIN.

This Listing Agreement is binding upon the parties hereto, their personal representatives, successors and assigns. If this Listing Agreement is signed by more than 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 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): _____

Brokers **Mackintosh Inc., REALTY** Owner/Seller _____ Date _____

By _____ Date _____ Owner/Seller _____ Date _____

Owner acknowledges that (a) the Broker has informed the Owner that a contract for the sale of a single family residential real property, other than the initial sale of such property, requires the Owner to deliver to the purchaser of the Property either a written statement disclosing the condition of the Property, or a written disclaimer statement regarding the condition of the Property, and (b) the Broker has furnished to Owner an approved disclosure statement or, if applicable, disclaimer statement.

