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 exchange for the services provided by the Broker as outlined in this Agreement, the Seller appoints the Broker as their sole and exclusive listing agent and grants the 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 must be made in writing and delivered using the contact information provided 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 the Property is ratified during the Agreement Term with a settlement date beyond the Agreement Term, the Agreement will automatically extend until the final disposition of the Sales Contract.

B. Listing Term. The Listing Term begins when the Seller instructs the Broker to allow potential Buyer(s) to view information about the Property. The Listing Term will start on or before ________________, with the expiration date aligning with the expiration of the Agreement Term, or extending as specified above. Listings will be entered into the MLS within two (2) days of the Listing Term's start, or as required by MLS rules. It is understood that the effective date of the Listing Term may not coincide with the Agreement Date.

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

Seller: ____________

6. **CONVEYANCES**

A. Personal Property and Fixtures. The Property includes the following existing personal property and fixtures: built-in heating and central air conditioning systems, 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, and exterior trees and shrubs. Unless otherwise agreed in writing, all surface or wall-mounted electronic components/devices

DO NOT convey. If more than one of an item conveys, the quantity of items is specified in the attached Affidavit of Items to Convey.

B. Items That Do Not Convey.

____

____

C. As-Is Items. The Seller will not warrant the condition or functionality 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 care contracts, security system monitoring, and satellite contracts)

DO NOT convey unless explicitly agreed to in writing by both the Buyer and Seller. The following is a list of leased items within the Property:

____

____

____

7. **HOMEOWNER WARRANTY** The Seller has the option to purchase a home warranty, effective during the Listing Period and transferable to the Buyer at settlement. The Seller should review the coverage, exclusions, and limitations. Cost not to exceed $________________ Warranty provider: _________________________

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** The Broker shall perform, and the Seller authorizes the Broker to perform, the following duties. In doing so, the Broker shall exercise reasonable care, comply with all applicable laws and regulations, and treat all parties honestly.

A. The Broker shall protect and promote the Seller's interests and provide services that meet the standards of practice and competence reasonably expected of real estate licensees. The Seller acknowledges that the Broker is bound by the bylaws, policies, procedures, and rules governing the MLS, as well as the Regional Rules and Regulations for the electronic lockbox system.

B. The Broker shall make reasonable efforts and act diligently to find Buyers for the Property at the price and terms specified herein or as otherwise acceptable to the Seller, negotiate on behalf of the Seller, and assist in completing the sale of the Property.

C. The Broker shall market the Property at their discretion, including but not limited to using the Property address, description, and interior and exterior photos in advertising media such as publications, mailings, brochures, and websites. However, the Broker is not obligated to continue marketing the Property once the Seller has accepted an offer.

D. The Broker shall present all written offers or counteroffers to and from Seller in a timely manner, even if Property is already under a ratified contract of sale, unless Seller provides other written instructions.

E. The Broker shall promptly account for all money and property received in trust, in which the Seller has or may have an interest.

F. The Broker shall show the Property during reasonable hours to prospective Buyers and accommodate, or accompany as needed, other real estate licensees, their Buyers, inspectors, appraisers, exterminators, and other parties involved in showings and inspections to facilitate or complete the sale of the Property. Broker □ shall **OR** □ shall not install an electronic lockbox on the Property to allow access and showings by persons authorized to access the Property.

Showing Instructions:

____

____

____

G. Broker □ shall **OR** □ shall not install "For Sale" signs on the Property unless permitted. The 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.

Seller: ____________

10. MARKETING/MLS/INTERNET ADVERTISING

A. MLS Marketing. □ Seller authorizes **OR** □ The Seller does not authorize the Broker to market the Property through the Multiple Listing Service (MLS).

1) If the Seller authorizes the Broker to market the Property in the MLS, the Broker will provide information about the Property, including the listing price, final sales price, permissible terms, and any status updates during and after the Agreement's expiration. The Broker will enter the listing information into MLS within two (2) days of the Listing Term's start, or as required by MLS rules.

2) If the Seller does not authorize the Broker to market the Property via MLS, the Broker will market the Property as an Office Exclusive Listing unless the Seller later decides to market the Property via MLS. An "Office Exclusive Listing" means the Seller instructs the Broker to limit marketing to the Broker's network only. For each Office Exclusive Listing, the Seller will sign and deliver an MLS-required form, certifying that the Seller does not authorize public marketing of the listing through MLS or syndicated websites. The Broker will enter the listing information into MLS within two (2) days of the Listing Term's start, or as required by MLS rules.

B. Third Party Websites. □ Seller authorizes **OR** □ The Seller does not authorize Broker to market Property through MLS or other means that would make listing data available to third-party websites. The Seller understands that the listing data may be disseminated to third-party websites through means other than the MLS, regardless of the selection made above.

The Seller recognizes that the precision of the listing information is managed by external websites and is beyond the control of the Broker. Both parties agree and understand that these external websites encompass: 1) the Broker's own website; 2) websites of licensed real estate agents or associate brokers connected to the Broker, as well as other brokers involved in the 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. If the Seller has chosen to list the Property in the MLS as described in subparagraph A above, the Seller grants the Broker permission to submit and promote the Property as outlined below:

□ Seller **authorizes OR** □ The Seller **does not permit** the property address to be shown on any online platform. If the Seller withholds authorization for the address to be displayed, only the ZIP code will be visible.

□ Seller **authorizes OR** □ The Seller **does not permit** the display of unaltered comments or reviews of the Property (or any links to such comments or reviews) on the internet websites of MLS participants. This provision does not apply to the display of such comments on third-party websites, including syndicated sites.

□ Seller **authorizes OR** □ The Seller **does not permit** the display of an automated market value estimate of the Property (or any link to such an estimate) on the internet websites of MLS participants. This provision does not apply to the display of the estimated value on third-party websites, including syndicated sites.

D. Coming Soon. □ Seller **authorizes OR** □ The Seller **does not authorize** the Broker to list the Property under "Coming Soon" status in the MLS. If the Seller does authorize such marketing, the Broker will list the Property as "Coming Soon" in the MLS within two (2) days of the Listing Term, or as required by MLS rules. Prior to the Property being listed as "Active" in the MLS, the Broker may engage in pre-marketing activities, which may include, but are not limited to: 1) placing a "Coming Soon" sign on the Property; 2) notifying agents from other firms about the "Coming Soon" status; and 3) running advertisements and conducting other marketing activities at the Broker's discretion. While the Property is under "Coming Soon" status, the Broker will not show the Property to prospective Buyers, tenants, or their agents.

Active in MLS on or before ____________________.

E. Throughout the term of this Agreement, the Seller may, through written notice to the Broker, authorize the Broker to activate or deactivate any feature mentioned above. The Broker agrees to update the MLS database accordingly.

Seller: ____________

11. <u>TYPES OF REAL ESTATE REPRESENTATION – DISCLOSURE AND INFORMED CONSENT</u>

<u>A. Seller Representation</u> arises from the Seller's agreement to utilize the Broker's services and may also involve any cooperating brokers acting as subagents of the Broker on behalf of the Seller. (Note: The Broker may assist a Buyer or potential Buyer by performing ministerial tasks that do not conflict with the Broker's responsibilities as the Seller's listing agent under this Agreement.)

<u>B. Buyer Representation</u> This happens when the Buyer enters into an agreement to use the services of their own Broker, referred to as a Buyer Representative, to represent them.

<u>C. Disclosed Dual Representation</u> This takes place when a Licensee from the same Broker represents both the Buyer and the Seller in a single transaction. In the case of Dual Representation, the Broker will be obligated to adhere to the confidentiality requirements for each client, as outlined in the CONFIDENTIAL INFORMATION section.

If the Seller does not agree to Dual Representation, the Seller will not permit the Property to be shown to a Buyer represented by this Broker. The Broker will inform other real estate licensees through the MLS regarding the Seller's consent or lack of 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. <u>LISTING BROKER COMPENSATION</u>

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 the Agreement, someone brings a Buyer who is ready, willing, and able to purchase the Property.

Broker Compensation is also earned if, within

____ days after the expiration or termination of the Agreement, a contract is executed with a ready, willing, and able Buyer to whom the Property was shown during the term of the Agreement. However, Broker Compensation will not be due if a contract is executed for the Property while it is listed with another real estate company.

□ **B. Additional Listing Broker Compensation for Unrepresented Buyer.** If someone brings a Buyer who is ready, willing, and able to purchase the Property, and the Buyer is not represented by a Broker at the time the Sales Contract is ratified, the Seller agrees to pay the Broker the following amount (in addition to the Broker's Compensation): □ ________ % of gross sales price, OR □ $ ________, OR □ ________ % of gross sales price + $ ________.

C. Variable Rate Compensation. If applicable, the Broker and Seller agree to a variable rate of compensation, which will be paid in the following manner:

____

____

□ **D. Additional Compensation.** The Seller also agrees to pay additional compensation in the amount of $ ________ at settlement, regardless of any commission paid by the Seller.

E. Retainer Fee. Broker acknowledges receipt of a retainer fee in the amount of $ ____________ which □ will OR □ will not be deducted from the Compensation. It is nonrefundable and is considered earned upon payment.

F. Early Termination. If the Seller wishes to terminate the Agreement before the end of the Agreement Term, the Seller must provide written notice to end the Agency Relationship between the Parties. The Parties will then sign a Release of Brokerage Representation Agreement to terminate the Brokerage Relationship. If the termination is without good cause, the Seller will pay the Broker $ ________ as an early termination fee before executing the Release of Brokerage Representation Agreement, in addition to any compensation that is otherwise due under the Agreement.

Seller: ____________

13. OPTIONAL SELLER-PAID BUYER'S BROKER COMPENSATION

A. Generally. Prospective buyers may choose to hire a broker who represents their interests exclusively ("Buyer's Broker"). The Seller has the option to agree to pay some or all of the Buyer's Broker fees in this transaction, which will be due at settlement ("Buyer's Broker Compensation"). However, the Seller is not obligated to pay the Buyer's Broker Compensation. The amount of Buyer's Broker Compensation is negotiable and will be finalized in a ratified sales contract between the Seller and the Buyer.

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

C. Seller Approval of Optional Buyer's Broker Compensation. If the Seller wishes the Broker to disclose and/or market a specific amount or rate for Buyer's Broker Compensation, in accordance with applicable MLS rules and regulations, the Broker must obtain the Seller's written approval prior to any disclosure, marketing, agreement to pay, or payment. The amount or rate to be disclosed or marketed must be clearly specified.

14. **CONFIDENTIAL INFORMATION** The Broker shall keep all personal, financial, and other matters designated as confidential by the client, which were obtained during the brokerage relationship, confidential. This obligation remains in place unless the client provides written consent for the release of such information or as required by law. The Broker's duty to maintain confidentiality continues even after the termination of the brokerage relationship. Information regarding material defects of the Property is not considered confidential.

15. **AUTHORIZATION TO DISCLOSE OTHER OFFERS** In response to inquiries from Buyers or cooperating brokers, the Broker may not disclose the existence of other written offers on the Property without the Seller's authorization. If the Seller grants such authorization, the Seller acknowledges that the 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 a cooperating broker.

Seller □ does **OR** □ does not grant permission for the Broker and sales associate to share such information with Buyers or other cooperating brokers.

16. **COMPLIANCE WITH FAIR HOUSING LAWS** The property will be presented and offered without discrimination based on race, color, religion, sex, disability, familial status, national origin, or any other classes protected under the laws of the United States, the state of West Virginia, and relevant local laws.

17. **EMPLOYEE RELOCATION PROGRAM** Seller is involved in an employee relocation program of some kind: □ Yes **OR** □ No.

If "Yes":

(a) The program is named: __________________________, Contact # __________________ AND

(b) Terms of the program are: ____

If the answer is "No" or if the Seller has not listed a specific employee relocation program, the Broker will not be obligated to cooperate with or provide compensation for any undisclosed program.

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 situated within a development that has a Property Owners' Association. If the property is part of such a development, the Seller is responsible for paying the applicable fees until the 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 up to date on all Property Owners Association dues and/or special assessments.

20. **PROPERTY CONDITION** Seller □ has completed **OR** □ has not provided a completed Residential Property Disclosure/Disclaimer Statement. The Seller understands that the Broker is obligated to disclose to potential Buyers any material adverse facts about the physical condition of the property that are known to the Broker.

However, the Broker is not obligated to identify hidden defects in the property or provide advice on property condition issues beyond the scope of the Broker's real estate license. The Seller agrees to indemnify, protect, and hold the Broker harmless from any claims, complaints, disputes, legal actions, judgments, or attorney's fees resulting from inaccurate information provided by the Seller or the 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 built before 1978. If the dwelling(s) were built before 1978, the Seller is required to comply with Federal law regarding the disclosure of potential lead-based paint hazards on the property. The Seller acknowledges that the Broker has informed them of their legal obligations. If the dwelling(s) were constructed before 1978, and unless exempt under 42 U.S.C. 4852d, the Seller has completed and provided the Broker with the form titled "Sale: Disclosure and Acknowledgment of Information on Lead-Based Paint Hazards" or an equivalent form.

A. Renovation, Repair, and Painting of Property: In accordance with the Lead Renovation, Repair, and Painting Rule ("RRP") established by the Environmental Protection Agency ("EPA"), effective April 22, 2010, if the property improvements were constructed before 1978, any contractor(s) hired by the Owner to renovate, repair, or paint the property must be certified by the EPA. This requirement applies when the 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 exterior projects, or involves window replacement or demolition ("Covered Work"). Prior to and during any Covered Work, the contractor(s) must adhere to all regulations outlined in the RRP.

B. An Owner who personally conducts any Covered Work on a rental property must be certified by the EPA before starting the work. However, no certification is necessary for an Owner who personally performs Covered Work on their principal residence. Regardless, the Owner is ultimately responsible for ensuring the safety of their family or children while carrying out such work. For more detailed information on the RRP, the Owner should visit www.epa.gov/lead/pubs/renovation.htm.

__________ **Owner acknowledges that Owner has read and understands the provisions of Paragraph 21.B.**

23. CURRENT LIENS

The Seller assures the Broker that the following information is accurate and complete to the best of the Seller's knowledge, information, 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 # __________________

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 and B above.

□ The Seller is not in default and has not received any notices from the lender(s) of any loan listed in items A or B above, or from any other lien holder, regarding a default on any loan, a threatened foreclosure, a notice of foreclosure, or the initiation of foreclosure proceedings.

□ There are no liens against the property for Federal, State, or Local income taxes, unpaid real property taxes, or overdue condominium or homeowners' association fees.

□ There are no judgments against the Seller (including any co-owners of jointly held property). The Seller is not aware of any circumstances that could lead to a judgment that might affect the property.

□ The Seller has not filed for bankruptcy protection under United States law and does not intend to do 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: ____________________

If, during the term of the Listing Agreement, any changes occur regarding the information provided above, the Seller shall promptly notify the Broker and Sales Associate/Listing Agent in writing of such changes.

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** The Seller will be responsible for paying the fees related to the preparation of the deed of conveyance, the portion of the settlement agent's fee billed to the Seller, costs associated with releasing existing encumbrances, the Seller's legal fees, Grantor's Tax, and any other applicable charges assessed to the Seller, unless otherwise stated in the sales contract.

26. **IRS/FIRPTA** Section 1445 of the Internal Revenue Code may require the settlement agent to report the gross sales price, the Seller's federal tax identification number, and other necessary information to the IRS. The Seller will provide this information to the settlement agent upon request. In certain cases, the IRS mandates that a percentage (currently 10%) of the sales price be withheld from the Seller's proceeds if the Seller is considered a foreign person for U.S. income tax purposes. 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.

Seller: ____________

27. MISCELLANEOUS PROVISIONS

A. Seller Representations and Warranties. Seller is aware that they may be held responsible for failing to disclose information and/or for misrepresenting condition of the property. The Seller warrants that: The Seller has the legal capacity to transfer a good and marketable title to the property through a general warranty deed and affirms that the property is insurable by a licensed title insurance company without requiring an additional risk premium.

1) The Seller is not currently under a listing agreement with another broker for the sale, exchange, or lease of the property.

2) No individual or entity holds the right to purchase, lease, or acquire the property through an option, right of first refusal, or any other arrangement.

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 the property.

5) Property □ is **OR** □ is not tenant-occupied.

B. Access to Property. The Seller agrees to provide keys to the Broker for access to the property in order to assist the Broker in fulfilling their duties under this Agreement. If the property is currently tenant-occupied, the Seller will provide the Broker with any existing lease documents and the tenant's contact information, and will make reasonable efforts to secure the full cooperation of the tenants for property showings and inspections.

C. Seller Assumption of Risk

1) The Seller retains full responsibility for the property, including all utilities, maintenance, physical security, and liability, until title to the property is transferred to the Buyer. The Seller is advised to take all necessary precautions to safeguard

valuables and maintain appropriate property and liability insurance through their own insurance provider. The Broker is not responsible for the security of the property or for conducting periodic inspections of the property.

2) If the listed property is equipped with surveillance recording devices, the Seller must disclose the presence of such equipment by providing visible notice inside the property. This notice should be placed at a clearly visible entry point. It is illegal to record video with hidden cameras in areas where individuals have a reasonable expectation of privacy, such as bathrooms, etc.

3) If property is or becomes vacant during Listing Period, the Seller is advised to inform their homeowner's insurance company and request a "Vacancy Clause" to ensure property is properly covered.

4) In exchange for the use of the Broker's services and facilities, as well as the facilities of any Multiple Listing Service, the Seller and their heirs and assigns hereby release the Broker, the Broker's designated agents, sub-agents, sales associates, employees, and any Multiple Listing Service, from any liability for vandalism, theft, or damage of any kind to the property or its contents during the Listing Period, except in cases of malfeasance. The Seller waives all rights, claims, and causes of action against these parties and agrees to hold them harmless for any property damage or personal injury resulting from the use or access to the property by any individuals during the Listing Period.

5) The Owner hereby waives, releases, and forever discharges the Broker, the Broker's agent(s), the Multiple Listing Service, and any individuals associated with or employed by these organizations or entities, from any responsibility or liability related to the Broker's marketing activities. This includes, but is not limited to, the installation, use, and/or any loss resulting from the installation of a lockbox on the Owner's property.

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

D. Appropriate Professional Advice: The Broker can provide guidance on real estate matters, but if the Seller requires legal advice, the Seller is advised to consult with an attorney. The Seller is also encouraged to seek appropriate professional advice regarding, but not limited to, property, tax, and insurance matters.

E. Subsequent Offers After Contract Acceptance: Once a Sales Contract has been ratified on the property, the Broker recommends that the Seller seek legal counsel before accepting any subsequent offers.

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

G. Binding Agreement: This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors, and permitted assigns. The provisions of this Agreement will survive the sale of the property and will not be merged into the sale. Unless amended in writing by the parties, this Agreement constitutes the complete and final agreement, and the parties will not be bound by any terms, conditions, oral statements, warranties, or representations not expressly included herein.

28. **FARMLAND PRESERVATION EASEMENT** □ The Sellers acknowledge that the property is encumbered by a Farmland Preservation Easement.

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

30. **ADDITIONAL TERMS** ____

____

____

SELLER:

______________________________ Date ____________

Signature

______________________________ Date ____________

Signature

______________________________ Date ____________

Broker/Representative

"LOCK BOX" ADDENDUM TO LISTING AGREEMENT

ADDRESS OF PROPERTY: ____ DATE: __________

□ Electronic □ Manual □ Both

1) The undersigned Owners acknowledge that it is beneficial and may help expedite the sale or rental of their property to have a key to their premises available in a convenient location on the property. This allows authorized real estate brokers and their agents to access the property for showing it to prospective Buyers or renters, as well as for authorized inspectors to conduct inspections as may have been agreed upon between the Owners and prospective Buyers. The "Lock Box" is a secure device typically used to store keys on the premises. By signing this agreement, the Owners authorize the Broker named below to place a "Lock Box" on their property to store the key. The "Lock Box" may be accessed either with a separate lockbox key or an electronic access card.

2) The Owners acknowledge that there is a possibility that an individual may use the "Lock Box" in an unauthorized manner, gain access to the premises, and unlawfully remove personal property or cause damage or destruction to the premises or any personal property inside. Therefore, the Owners agree as follows:

A. The Owners acknowledge that they are responsible for taking all necessary steps to safeguard and/or remove all valuables and other personal property currently located on the premises.

B. The Owners acknowledge that it is not a requirement of the applicable MLS or the Broker that they allow the use of a "Lock Box." The Owners further acknowledge that they have authorized the use of a "Lock Box" for the purpose outlined in Paragraph 1 above.

C. If a Tenant occupies the Owner's property where the "Lock Box" will be placed, the Owners warrant that they have obtained the Tenant's consent for the installation and use of the "Lock Box" and for entry onto the property by individuals authorized by the Owners, in accordance with Paragraph 4 of the Agreement.

D. The Owners acknowledge that neither the listing Broker, nor the licensee(s) or subagent(s) of the listing Broker, nor the Buyer's or Tenant's agents, nor the Multiple Listing Service, act as insurers against damage to or loss of the Owner's premises, personal property, or valuables. The Owners further acknowledge that they have been advised of the importance of verifying the existence of insurance for personal property within the premises or obtaining such insurance through the 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 authorizes:

A. The Broker, licensees affiliated with or employed by the Broker, and other authorized participants of the Multiple Listing Service, along with licensees affiliated with or employed by such participants, are authorized to use the "Lock Box" for access to the Owner's property during the term of the Listing Agreement between the Owner and Broker, whether acting as agent(s) for the Owner(s), prospective Buyer(s), or tenant(s).

B. The "Lock Box" may be used to access the Owner's property during the term of the Listing Agreement solely for the purpose of conducting home inspections, environmental inspections, appraisals, wood-destroying insect inspections, and well and septic inspections, in accordance with any written Contract of Sale entered into by the Owners.

Seller: ____________

5) In connection with the authorization to place a "Lock Box" on the Owner's property, the Owners further authorize: In consideration of the Broker's undertaking to place or arrange for the placement of a "Lock Box" on the Owner's property, the Owners hereby covenant and agree to hold harmless and indemnify the Broker, the Broker's licensees and subagents, the Buyer's and Tenant's agents, the Multiple Listing Service, and their respective officers, directors, agents, servants, and employees (collectively referred to as the "Indemnified Parties"), from any and all liability, direct or indirect, for any loss, theft, or damage to the Owner's property or personal property sustained by the Owners or others, except in cases where such loss or damage is caused by the willful, wanton, reckless, or grossly negligent acts of the Indemnified Parties.

It is agreed by all parties hereto that any singular words or terms used in this Agreement shall be interpreted as plural where necessary, and any plural usage shall be interpreted as singular where required.

Sellers hereby acknowledge the receipt of a copy of this addendum.

_______________________________________ Date ________________

Signature

_______________________________________ Date ________________

Signature

_______________________________________ Date ________________

Broker/Representative

TENANT(S): The Tenant(s) and Owner(s) have discussed the safeguarding and insurance of personal property and valuables located within the premises during the listing period. The undersigned Tenant(s) have read and understood 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):

_______________________________________ Date ________________

Signature

_______________________________________ Date ________________

Signature