EXCLUSIVE RIGHT TO SELL LAND 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 offered by the Broker as outlined in this Agreement, the Seller designates the Broker as the sole and exclusive listing agent and grants the Broker the exclusive authority to sell the real property detailed 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**. This Agreement will begin **upon signature by all parties** and will expire at 11:59 p.m. on __ ("Agreement Term"). If a Sales Contract for the Property is executed during the Agreement Term with a settlement date after the Agreement Term, the Agreement will automatically be extended until the final resolution of the Sales Contract.
   B. **Listing Term**. The Listing Term starts when the Seller directs the Broker to make the Property available for potential Buyers. The Listing Term will take effect on or before __, with its expiration date aligning with the expiration of the Agreement Term, or as extended as specified above. Listings must be submitted to the MLS within two (2) days of the Listing Term's commencement, or in accordance with MLS guidelines. It is understood that the start date of the Listing Term may not necessarily match the Agreement Date.

5. **LISTING PRICE** The Seller directs the Broker to list the Property for sale at a price of $ __, or at any other price later agreed upon by the Seller, which price includes the Broker's compensation. (NOTE: The Broker does not guarantee that the Property will appraise or sell at the listed price, nor does the Broker guarantee any specific net proceeds the Seller may receive 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 upon in writing, all surface-mounted or wall-mounted electronic components/devices will **NOT** be included. If multiple items of the same type are conveyed, the quantity of such items will be specified in the attached.

B. **Items That Do Not Convey.**

____
____

C. **As-Is Items.** Seller does not warrant the condition or functionality of the following items/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** transfer unless explicitly agreed to in writing by both the Buyer and Seller. Below is a list of the leased items on the Property:

____
____
____

7. **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.

8. **BROKER DUTIES** The Broker shall carry out, and the Seller hereby authorizes the Broker to carry out, the following responsibilities. In fulfilling these duties, the Broker shall exercise reasonable care, adhere to all relevant laws and regulations, and treat all parties with honesty.

A. The Broker shall safeguard and advance the interests of the Seller, providing services that align with the professional standards of practice and competence typically expected of licensed real estate brokers. The Seller acknowledges that the Broker is obligated to follow the bylaws, policies, procedures, and rules and regulations of 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 other terms acceptable to the Seller, negotiate on the Seller's behalf, and assist in completing the sale of the Property.

Seller: _______/_______

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

D. The Broker shall promptly present all written offers or counteroffers to and from the Seller, even if the Property is already under a ratified sales contract, unless the Seller provides written instructions otherwise.

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 to prospective Buyers during reasonable hours and will, as needed, accompany or assist other real estate licensees, their Buyers, inspectors, appraisers, exterminators, and other necessary parties for showings and inspections, to help facilitate or complete the sale of the Property. Broker ☐ shall OR ☐ the broker shall not install an electronic lockbox on the Property to grant access and allow showings by individuals authorized to enter the Property.

Showing Instructions:

____

____

____

G. Broker ☐ shall OR ☐ the broker shall not install "For Sale" signs on the Property, unless permitted. The Seller is responsible for clearly marking the location of any underground utilities, equipment, or other items that could 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 the Seller authorizes the Broker to market the Property in the MLS, the Broker will distribute information about the Property through the MLS, including the listing price(s), final sales price, all permissible terms, and any status updates during and after the expiration of the Agreement. The Broker will enter the listing information into the MLS within two (2) days of the start of the Listing Term, or as required by MLS rules.

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

B. **Third Party Websites**. ☐ Seller authorizes OR ☐ Seller does not authorize Broker to market the Property through MLS or any other means that would mak listing data available to third-party websites.

The Seller understands that the listing data may be shared with third-party websites through methods other than the MLS, regardless of the option selected above. The Seller acknowledges that the accuracy of the listing data on these third-party websites is managed by the websites themselves and is beyond the Broker's control.

Seller: _______/_______

The parties agree and understand that third-party websites include: 1) Broker's own internet website; 2) the internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker or other brokers participating in the MLS; 3) any other internet websites (such as syndicated websites) in compliance with applicable MLS rules and regulations; and/or 4) social media and printed media.

C. If the Seller has chosen to market the Property in the MLS as outlined in subparagraph A above, the Seller hereby authorizes the Broker to submit and market the Property in the following manner:

☐ Seller **authorizes OR** ☐ Seller **does not authorize** the display of Property address on any internet website. If the Seller chooses not to authorize the display of the address, only ZIP code will be shown.

☐ Seller **authorizes OR** ☐ The Seller **does not authorize** the display of unedited comments or reviews of the Property (or a hyperlink to such comments or reviews) on MLS participants' internet websites. This provision does not apply to the display of such comments on third-party websites, such as syndicated websites.

☐ Seller **authorizes OR** ☐ The Seller **does not authorize** the display of an automated estimate of the Property's market value (or a hyperlink to such an estimate) on MLS participants' internet websites. This provision does not apply to the display of such estimated value on third-party websites, such as syndicated websites.

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

Active in MLS on or before________________________.

E. During term of Agreement,Seller may, by providing written notice to Broker, authorize Broker enable or disable 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** This occurs through this Agreement with the Seller's contract to use the Broker's services and may also involve any cooperating brokers acting as subagents of the Broker for the Seller. (Note: The Broker may assist a Buyer or prospective Buyer by performing ministerial acts that don't conflict with the Broker's duties as the Seller's listing agent under this Agreement.)

B. **Buyer Representation** Occurs when the Buyer contracts to use their own Broker's services (known as a Buyer Representative) to act on their behalf.

C. **Disclosed Dual Representation** Occurs when a Licensee of same Broker represents both the Buyer and Seller in a single transaction. In the case of Dual Representation, the Broker shall adhere to confidentiality requirements for each client as outlined in the CONFIDENTIAL INFORMATION paragraph.

If the Seller does not consent to Dual Representation, the Property will not be shown to a Buyer represented by this Broker. The Broker will inform other real estate licensees through the MLS regarding whether the Seller consents or does not consent to Dual Representation.

Seller: _______/_______

☐ 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 is attached to 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 the Agreement, a contract is ratified with a ready, willing, and able Buyer to whom the Property was shown during the term of the Agreement. However, Broker Compensation is not required if a contract for the Property is ratified while the Property is listed with another real estate company.

B. ☐ **Additional Listing Broker Compensation for Unrepresented Buyer**. If anyone produces 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 will pay the 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 a variable rate compensation, to be paid as follows:
____
____.

D. ☐ **Additional Compensation**. The 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 ☐ The retainer fee will not be subtracted from the Compensation. The retainer fee is non-refundable and is earned when paid.

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 terminate the Agency Relationship between the Parties. The Parties will then sign a Release of Brokerage Representation Agreement to end the Brokerage Relationship. If the termination is without good cause, the Seller will pay the Broker $ __ as an early termination fee before signing the Release of Brokerage Representation Agreement, in addition to any compensation otherwise owed under the Agreement.

Seller: _______/_______

13. **OPTIONAL SELLER-PAID BUYER'S BROKER COMPENSATION**

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

B. **Disclosure**. Seller☐authorizes OR☐Seller does not authorize the Broker to disclose to prospective buyers or brokers representing buyers the Seller's willingness to negotiate the payment of, in whole or in part, 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 in advance of any such disclosure, marketing, agreement to pay, or payment. The Broker must also specify the amount or rate that will be disclosed or marketed.

14. **CONFIDENTIAL INFORMATION** The Broker shall maintain the confidentiality of all personal and financial information, as well as any other matters identified as confidential by the client, which were obtained during the brokerage relationship, unless the client provides written consent for the release of such information or as otherwise required by law. The Broker's obligation to protect confidential information 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** Broker is not permitted to reveal, without the Seller's consent, the existence of other written offers on the Property in response to questions from Buyers or cooperating brokers. If the Seller grants such consent, the Seller acknowledges that the Broker and sales associate(s) must disclose whether the offers were received from the listing agent, another member of the listing Broker's firm, or a cooperating broker.

Seller ☐ does OR ☐ The Seller does not permit the Broker and sales associate to share this information with Buyers or cooperating brokers.

16. **COMPLIANCE WITH FAIR HOUSING LAWS** The Property will be displayed and accessible without discrimination based on race, color, religion, sex, disability, familial status, national origin, or any other protected classes under U.S. law, West Virginia state law, local ordinances, or the REALTOR® Code of Ethics.

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

18. **PROPERTY OWNER'S ASSOCIATION** Seller represents that Property ☐ is OR ☐ the Property 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 up 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 current on all Property Owners Association dues and/or special assessments.

Seller: _______/_______

19. PROPERTY CONDITION Seller☐ has completed OR☐ The Seller has not filled out a Residential Property Disclosure/Disclaimer Statement. Seller understands that Broker is obligated to inform potential Buyers of any material adverse facts about the Property's physical condition that Broker is aware of.

However, the Broker is not required to identify latent defects in the Property or provide advice on matters concerning the property's condition that fall outside the scope of the Broker's real estate license. The Seller agrees to indemnify, defend, 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 from the Seller's failure to disclose any material adverse facts.

20. **LEAD BASED PAINT DISCLOSURE** Seller represents that the residential dwelling(s) at Property☐ were OR ☐ The dwelling(s) were not built prior to 1978. If the dwelling(s) were constructed 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 built 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 Acknowledgement of Information on Lead-Based Paint Hazards" or an equivalent form.

A. A. Renovation, Repair, and Painting of the Property: In compliance with the Lead Renovation, Repair, and Painting Rule ("RRP") established by the Environmental Protection Agency ("EPA"), effective April 22, 2010, if the Property was built before 1978, any contractor(s) hired by the Owner to renovate, repair, or paint the Property must be EPA-certified if 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"). Contractors must adhere to all RRP requirements before and during any Covered Work.

B. An Owner who personally carries out any Covered Work on a rental property must be certified by the EPA before performing such work. No certification is required for an Owner performing Covered Work on their principal residence. However, the Owner remains ultimately responsible for the safety of their family or children while carrying out such Covered Work. For more detailed information about 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 22.B.

23. **CURRENT LIENS** The Seller affirms to 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.
☐ The Seller is up to date on all payments for the loans listed in items A, B, and C above.
☐ The Seller is not in default and has not received any notices from the holder(s) of any loan listed in items A, B, and C above, or from any other lienholder, regarding a loan default, threatened foreclosure, foreclosure notice, or the filing of a foreclosure.
☐ There are no liens against the Property for Federal, State, or Local income taxes, unpaid real property taxes, or unpaid condominium or homeowners' association fees.

Seller: _______/_______

 There are no judgments against Seller (including any co-owner of jointly held property). The Seller is not aware of any circumstances that could lead to a judgment that may potentially affect the Property.
 The Seller has not filed for bankruptcy protection under United States law and is not considering 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 ____

If, during the term of the Listing Agreement, any changes occur regarding the above answers, the Seller shall promptly inform 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 for releasing existing encumbrances, the Seller's legal fees, Grantor's Tax, and any other applicable charges assessed to the Seller, unless stated otherwise in the sales contract.
26. **IRS/FIRPTA** Section 1445 of the Internal Revenue Service (IRS) Code may obligate the settlement agent to report the gross sales price, Seller's federal tax identification number, and other necessary information to IRS. Seller agrees to provide this information to the settlement agent upon request. In certain cases, IRS mandates the withholding of a percentage (currently 10%) of the sales price from Seller's proceeds if 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.

27. **MISCELLANEOUS PROVISIONS**

A. Seller Representations and Warranties. The Seller understands that they may be held responsible for failing to disclose information and/or misrepresenting condition of Property. The Seller guarantees that:

The Seller has the capacity to convey a clear and marketable title to Property via a general warranty deed and confirms the Property is insurable by a licensed title insurance company with no extra risk premium.

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

2) No person or entity has the right to purchase, lease, or acquire the Property through an option, right of first refusal, or any other means.

3) Seller ☐ is **OR** ☐ is not a licensed (active/inactive) real estate agent/broker.

4) Seller ☐ has **OR** ☐ the Seller has no knowledge of any underground storage tank on the Property, its removal, or abandonment.

5) Property ☐ is **OR** ☐ is not tenant-occupied

B. Access to Property The Seller will provide keys to the Broker for access to the Property to assist with the Broker's duties under this Agreement. If the Property is tenant-occupied, the Seller will give the Broker any current lease documents, tenant contact information, and will make best efforts to ensure full cooperation from the tenants for showings and inspections of the Property.

Seller: _______/_______

C. Seller Assumption of Risk

1) The Seller retains full responsibility for the Property, including all utilities, maintenance, security, and liability, until title is transferred to the Buyer. The Seller is advised to take precautions for the safekeeping of valuables and maintain adequate 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 has surveillance equipment, the Seller must disclose its presence by posting a visible notice inside the property. The 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 becomes vacant or is vacant during listing period, the seller should inform their homeowner's insurance provider and ask for a "Vacancy Clause" to ensure coverage for property.

4) In exchange for using the Broker's services and any Multiple Listing Service, the Seller, including heirs and assigns, releases the Broker, agents, employees, and related parties from liability for any vandalism, theft, or damage to the property during the Listing Period, except in cases of malfeasance. The Seller also waives any claims and holds them harmless for any property damage or personal injury during this time.

5) The Owner hereby releases and forever waives any claims against the Broker, Broker's agents, Multiple Listing Service, Association of REALTORS®, or any individuals associated with them, regarding the Broker's marketing activities, including the installation, use, or any loss resulting from a lockbox placed 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; however, if the Seller requires legal advice, they are encouraged to consult an attorney. The Seller is also advised to seek professional advice on issues such as 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 Seller seek legal counsel before accepting any additional offers.

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

G. Binding Agreement: This Agreement shall be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns. Its provisions will survive the sale of the Property and will not be merged into it. Unless amended in writing by the parties, this Agreement represents the complete and final understanding between them, and they will not be bound by any terms, conditions, oral statements, warranties, or representations not included herein.

28. **FARMLAND PRESERVATION EASEMENT** ☐ The Sellers acknowledge that the property is subject to a Farmland Preservation Easement.

Seller: _______/_______

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. **OIL, GAS, TIMBER AND MINERAL RIGHTS**

Sellers acknowledge that:

☐ YES ☐ NO ☐ UNKNOWN Oil rights convey with this real estate
☐ YES ☐ NO ☐ UNKNOWN Gas rights convey with this real estate
☐ YES ☐ NO ☐ UNKNOWN Timber rights convey with this real estate
☐ YES ☐ NO ☐ UNKNOWN Mineral rights convey with this real estate

31. **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 acknowledge that it may be beneficial and efficient for the sale or rental of their property to have a key stored in a convenient location on the property. This would allow authorized real estate brokers, agents, and inspectors to access the property for showings or inspections as agreed upon by the Owners and prospective Buyers or renters. The "Lock Box" is a secure device used to store keys on the premises. By signing this agreement, the Owners authorize the Broker to place a "Lock Box" on the property, where the key will be stored, and it may be accessed using a lock box key or electronic access card.

2. The Owners acknowledge that there is a risk that someone could misuse the "Lock Box," enter the premises without authorization, and potentially steal, damage, or destroy personal property or the property itself. Therefore, the Owners agree to the following:

   A. The Owners acknowledge that it is their responsibility to take all necessary precautions to safeguard or remove any valuables and personal property currently located on the premises.

   B. B. The Owners acknowledge that the use of a "Lock Box" is not required by the Eastern Panhandle Board of REALTORS, Inc. or the Broker. The Owners have voluntarily 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 access to the property by individuals authorized by the Owners, as outlined in Paragraph 4 of the Agreement.

   D. The Owners acknowledge that neither the listing Broker, nor the licensees or subagents 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. act as insurers against damage to or loss of the Owner’s premises, personal property, or valuables. The Owners confirm that they have been advised to verify existing insurance coverage for personal property within the premises or to obtain such insurance through their insurance agent.

3. The Owners hereby authorize the Broker named below to place, or arrange for the placement of, a "Lock Box" on the Owner's property.

4. In connection with the authorization to place a "Lock Box" on the Owner's property, the Owner further authorizes:

   A. The Owner authorizes the Broker, licensees affiliated with or employed by the Broker, and other authorized participants of the Multiple Listing Service of the Eastern Panhandle Board of REALTORS, Inc., along with licensees affiliated with or employed by such participants—whether acting as agents of the Owner or prospective Buyers or tenants—to use the "Lock Box" for access to the Owner’s property during the term of the Listing Agreement between the Owner and the Broker.
   B. The Owner authorizes the use of the "Lock Box" for access to 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 the following: In consideration of the Broker’s agreement to place, or arrange for the placement of, the "Lock Box" on the Owner’s property, the Owners agree to hold harmless and indemnify the Broker, the 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”) 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 the loss or damage is caused by willful, wanton, reckless conduct, or gross negligence by the Indemnified Parties.

All parties agree that any singular words or terms used in this Agreement shall be interpreted as plural when necessary, and any plural terms will be interpreted as singular when 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 insurance of personal property and valuables within the premises during the listing period. 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 exclusively for the use of the Eastern Panhandle Board of REALTORS, Inc. and its members. The Board, its members, and employees assume no responsibility if this form does not protect the interests of any party. Each party is advised to seek their own legal, tax, financial, or other professional advice.