Listing Contract

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2 3 This is a legally binding Contract. If not understood, seek legal advice.



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B	QUAL HOUSING
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4	AGREEMENT TO LIST AND SELL									
5							ting on the Multiple Listing			
6	Service	("MLS") of	Metro Search, Ir	nc., and use Listin	g Broker's efforts	to find a Buyer,	Seller hereby grants			
7	Listing	Broker the ex	xclusive right fro	om	("effective da	ate") until 11:59p	m (Eastern Time) on			
8			expiration date" <u>)</u>	e") to sell the pr	operty located at		, on the following terms			
9 10	(or such	other prices	(s terms condition	ns to which Seller r	uav adree <i>).</i> ιοջջ blice οι φ		, on the following terms			
11	(OI 3GCI	Totaler prices	s, terms, condition	ns to which ocher i	nay agree).		 			
12			AGR	REEMENT TO PAY	LISTING COMP	ENSATION				
13 14			OMMISSION: S	ELLER ACKNOW	LEDGES THAT	BROKERAGE C	OMMISSIONS AND FULLY NEGOTIABLE.			
15 16 17 18 19 20 21 22	any other be due a therein. the sale "Service and that	er person, Sel at closing. The In addition, S s price and w es"). Seller he t the fee is rea	ller agrees to pay e total commission Seller agrees to pa hich fee is for the reby expressly ag	Listing Broker a corn is earned upon ac ay a fee in the amou following services:_ rees that the commi ervices provided. It	nmission of ceptance of an offer nt of \$, v ssion on the sales p	% of the sales price, but is subject to a which fee is in additional price does not include:	this Contract by Seller or e or \$, which shall any contingencies specified ition to the commission on(the ude fees for the Services ove DOES NOT include any			
23 24				t represented by a B ill be due at closing.	uyer's Broker, the to	otal Listing Broker	Commission will be% of			
25 26	At closing, Seller will convey by deed of general warranty a marketable fee simple title to the property with the usual covenants such as any title company will insure, except easements and restrictions of record.									
27 28				of Seller's failure to eed upon commissio		ligations under the	terms of the Residential			
29			CC	NSENT TO MAR	KET AND ADVER	TISE				
30 31 32 33 34 35 36 37 38 39 40	Seller is providing the attached listing input form and may otherwise provide to Listing Broker orally or in writing certain data regarding Seller's property. Seller agrees that this data may be used as Listing Broker deems appropriate, consistent with the MSI Rules & Regulations, to facilitate the sale of Seller's Property. It may also be provided to the Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc., and their respective members and participants as they deem appropriate and with no compensation due to Seller. Seller understands that some or all of the data may be digitized, reproduced, published, transmitted, disseminated, and/or displayed in many forms and through various media, including but not limited to the Internet, television, local publications and fact sheets, computer database networks, a Multiple Listing Service or other similar database, etc. Seller agrees that Listing Broker may temporarily withdraw the listing from the Multiple Listing Service should Seller fail to respond, within 48 hours, to inquiries and/or requests from the Listing Broker. Seller hereby represents to Listing Broker, the Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc. and their respective members and participants that the data provided is true and correct.									
41 42 43 44 45 46 47 48 49 50	respecti photogra compen photogra Should a Listing E principa Internet Service.	ve members a aphs/videos to sation due for aphs/videos. I Seller choose Broker's real e I broker, name , newspaper o	and participants the othe same extenter such use, and Sexceptions to this to advertise Sellestate company, nely	ne right and license t Listing Broker uses eller acknowledges paragraph are as foer's Property itself, p amely Au n, television, periodi	to photograph/video the Property data S that Seller has no ri bllows: ursuant to KRS 324 dvertisements included	Seller's Property Seller is providing I ghts of ownership 1.117(4), Seller agr de but are not limit omputer databases	, Metro Search, Inc. and thei and to use such Listing Broker, with no with regard to those ees to include the name of or the name of Agent's ed to social media, the and the Multiple Listing of Seller's non-compliance			
52 53 54 55 56	Associa to the ad harmles member	tion of REALT equisition or use Listing Brokers and participed Initials:	FORS®, Inc., Met use of data or phot cer, the Greater Lo pants from any lial Date:	tographs/videos of coursville Association bility, damage, cost,	their respective me r about Seller's Pro of REALTORS®, Ir attorney fees, or ex Initials:	mbers and particip perty. Seller agree ac., Metro Search, penses resulting for Date:	ants arising out of or relating s to indemnify and hold Inc., and their respective rom any inaccuracies or Time:			
58	Broker	Initials:	Date:	Time:	Initials:	Date:	Time:			

61 62 63 64 65	material omissions in the data Seller has provided. Seller acknowledges that placement of the listing in the MLS may result in it being displayed on syndicated websites which are not under the direct control of the brokerage and may not accurately reflect all details of the listed Property. Seller agrees to hold the agent and brokerage harmless for any misinformation. The Greater Louisville Association of REALTORS®, Inc., Metro Search, Inc., and their respective members and participants shall be third party beneficiaries to the provisions of this paragraph.									
66 67 68 69 70	Listing Broker is hereby authorized to place a Lock Box and a "For Sale" sign on Seller's Property, to remove all other signs and lock boxes, and exhibit the Property to any prospective Buyer. Listing Broker is further authorized to disclose information regarding comparable sales to any prospective Buyer. Upon transfer of title, Listing Broker is authorized to disclose all information, including sales price, to participants of the MLS. Listing Broker is further authorized to cease showing the Property after Seller has accepted an offer to purchase, unless otherwise instructed, by Seller, in writing.									
71 72 73	The Property will be offered without respect to race, creed, color, sex, familial status, disability, sexual orientation or national origin. Due to Fair Housing concerns and risks, Brokers and Agents are discouraged from preparing, reviewing, submitting personal information (aka"love letters"), including photographs, from potential Buyer to Seller.									
74		SALE A	TER EXPI	RATION OF LISTIN	IG CONTRACT					
75 76 77 78	Seller agrees to pay Listing Broker at closing a commission of% of sales price, or \$ if the Property is sold by Seller within months after the expiration of this Contract to any person to whom Listing Broker or Seller has shown this Property during the period of this contract, regardless of whether Seller has knowledge of said showing, and so long as the property has not been listed with another Listing Broker.									
79		N	MEDIATION	BINDING ARBITR	ATION					
80 81 82 83 84 85 86 87 87	Notice of Demand for Mediation must be made within 365 days after the Party raising the claims knew, or should have known of the existence of said claims. Any dispute or claim (including, without limitation, claims of fraud, misrepresentation, punitive damages, warranty and/or negligence) of Seller, Buyer, Brokers, Agents or any of them for a sum greater than the limits of small claims court jurisdiction arising out of this Contract or breach thereof or arising out of or relating to the physical condition of the property covered by this Contract shall first be submitted to mediation and arbitration in accordance with the guidelines of the Greater Louisville Association of REALTORS®, Inc. Copies of these guidelines are available at the Greater Louisville Association of REALTORS®, Inc. Disputes shall include (among other things) issues relating to representations made by Buyer, Seller, or any Broker or Agent, or other person or entity in connection with the sale and purchase of the property covered by this Contract. Any agreement signed by the parties pursuant to the mediation conference shall be binding.									
90 91 92 93 94 95 96 97 98 99 100	Commonwealth of Kentucky, and the Federal Arbitration Act. All parties acknowledge and recognize that any inconsistencies between the laws of the Commonwealth of Kentucky, and the Federal Arbitration Act shall be resolved in favor of arbitration and the Federal Arbitration Act. Copies of these guidelines are available at the Greater Louisville Association of REALTORS®, Inc. The Arbitration must be submitted to the Arbitrator, consistent with the Greater Louisville Association of REALTORS® Guidelines, within 365 after the initial Demand for Mediation has been filed. Any proceeding to determine damages shall be conducted by an arbitrator pursuant to this paragraph and not in court and shall be conducted within the Commonwealth of Kentucky. In the event a party fails to proceed with arbitration when so required, or unsuccessfully challenges the arbitrator's award, the other party is entitled to recover its costs, including reasonable attorney fees, for having to compel arbitration or defend/enforce the award.									
101 102 103 104	arbitration (unless agreed t	to by all partie ct in any arbit	s), or to inclu	ude in any mediation	disputes by or against others or arbitration any dispute as or in any private attorney ge	a representative of				
105 106	By signing below, I am awa in detail with my REALTOR		its of listing n	ny property for sale o	n the MLS and have discusse	d the above options				
107	Designated Broker (Listing	Company)		Seller	Date	Time				
108	Broker Acceptance	Date	Time	Seller	Date	Time				