

SELLER Initials: _____

Listing REALTOR® Initials: _____

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11. **POSSESSION AND PRORATION:** Unless the Contract to Purchase provides otherwise, POSSESSION shall be given or at such other time as agreed upon in the Contract to Purchase. Until such day, SELLER shall have the right of possession, free of rent, but shall pay for all utilities used. SELLER warrants that, at time of possession, the Property shall be in the same condition as it is on the date of this Agreement, ordinary wear and tear excepted. During the pendency of this agreement, SELLER shall not change any existing lease, enter into any new

10. **MAINTENANCE:** SELLER agrees to maintain any heating, cooling, plumbing, mechanical, electrical systems, and any appliances and equipment in normal operating condition capable of continued service, and to keep the roof water-tight and to maintain grounds. SELLER further warrants that there presently exists no latent defects known to SELLER which would materially impair the fitness of the REAL ESTATE for the purpose of its intended use, except as set forth in the Seller Disclosure of Property Condition and except

9. **SELLER'S CERTIFICATION:** SELLER certifies that, to the best of SELLER'S knowledge: (a) there is no known active wood destroying insect or organism infestation or existing structural damage from wood destroying insect or organism infestation in the improvements; (b) the REAL ESTATE is not within the flood plain; (c) there are no encroachments, shared driveways, party walls, pending lawsuits, foreclosures, divorce actions, tax liens, utility or mechanic or materialmen liens which could affect title to the REAL ESTATE, except: (d) no known toxic contaminants or mold in or on the premises; (e) the fireplaces, chimneys and all systems, equipment and fixtures set forth in Items 7, 8 and Seller Disclosure of Property Condition to be included in the sale are, and will be, operational on Possession, except:

8. **PERSONAL PROPERTY:** The following personal property shall be included in the sale: Outdoor Sports and play equipment (swing sets, jungle gyms, basketball goals, etc.) [] are [] are not included in the sale.

7. **INCLUDED IN THE SALE:** The REAL ESTATE shall include the land, together with all improvements thereon, all appurtenant rights, privileges, easements, fixtures and all of the following items if they are now located on the REAL ESTATE and used in connection therewith: electrical, plumbing, heating and air conditioning equipment, including window units, bathroom fixtures, shades, blinds, awnings, curtain/drapery/traverse rods, window/door screens, storm windows/doors, shutters/landscaping; arched mirrors/floor covering; wall-to-wall/stair carpeting; television aerials/rotor operating boxes and satellite dishes; exterior decorative year-round lighting; garage door openers/operating devices; built-in: ranges/ovens/trigenerators/dishwashers/garbage disposal/rash compactors/humidifiers; and all affixed/built-in furniture/fixtures; and utility/storage buildings or sheds; in-ground and above-ground swimming pools and equipment typically used for maintenance, heating and operation of pool, wood burning stove and inserts, affixed fireplace screens/glass doors; invisible fencing, transmitter and collar receiver and such other items as are listed below or on a rider attached hereto, all of which is unencumbered and owned by SELLER, except for the following which are leased in whole or in part (check appropriate box): [] water softener [] security/alarm system [] propane tank [] satellite dish, and except

6. **REALTOR® ACCEPTANCE:** REALTOR® accepts retention and agrees, in consideration of the agreements by the SELLER, to use his best efforts to sell the REAL ESTATE.

5. **EXTENSION:** If a Contract to Purchase is signed before this contract expires, the term hereof shall continue until final disposition of the Contract to Purchase.

4. **APPOINTMENT OF REALTOR®:** The undersigned SELLER ("SELLER"), being desirous of selling the following described ("REAL ESTATE"): _____

3. **SELLER NAME:** SELLER certifies that there are no other persons or entities that have an ownership interest in the REAL ESTATE.

2. **SELLER NAME:** _____
City of _____
County of _____
State of _____

1. **NAME OF COMPANY/ADDRESS:** _____
Condo Unit # _____
Garage # _____
City of _____
County of _____
State of _____

(\$ _____) Dollars ("LISTED PRICE"), or to sell, exchange or option, if on any other price or terms which are acceptable to the SELLER.

ESTATE for the sum of _____
midnight EST or _____
REACTOR® ("REALTOR®"), as his exclusive agent and grants to him/her the exclusive right, without reservation, until 12 o'clock

For use only by Members of the Northern Kentucky Association of REALTORS®
184 Barnwood Drive, Edgewood KY 41017

EXCLUSIVE AUTHORIZATION TO SELL

Copyright © 2005

(This is a legally binding contract. If not understood, seek legal advice.)

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(c) If REALTOR® has designated specific licensee(s) pursuant to KRS 324.121 to serve as Designated Agent(s), the Listing Agent executing this Contract, and any other licensees identified to SELLER by REALTOR®, shall serve as the Designated Agent(s) of the SELLER to the exclusion of all other licensees. The SELLER shall be the client of the licensee(s) designated to represent the SELLER and the buyer shall become the client of the licensee designated to represent buyer or potential buyer. Designated

(b) Pursuant to this agreement, REALTOR® will be acting in the capacity of SELLER'S Agent. However, SELLER hereby acknowledges that the REALTOR® may also represent Buyers. Should any such Buyer become interested in the REAL ESTATE which is the subject of this Exclusive Authorization to Sell, the SELLER, upon notification by the REALTOR®, shall authorize the REALTOR® to serve as a dual agent for SELLER and Buyer. As a dual agent the REALTOR® has the duty to make a full, fair and timely disclosure of all material facts and information within his/her knowledge or readily available to the REALTOR® which might in any way affect either the SELLER'S or Buyer's rights and interest or otherwise influence either party's action or decision in connection with the contemplated transaction. Notwithstanding the foregoing, to the extent that confidential information has been communicated to the REALTOR® by either party, it is agreed that the REALTOR® is not required to disclose and will not disclose such information to the other party. For example, REALTOR® will not disclose to the SELLER that the Buyer will pay a sum greater than the price offered and will not disclose to the Buyer that the SELLER will accept a price less than the listing price; and the REALTOR® will not disclose information relating to prior offers and counter-offers involving the parties, nor information related to either party's motivation to enter into the transaction. It is understood by SELLER, that in any event, the commission will be paid by the SELLER. SELLER Initials: _____

16. AGENCY: a) SELLER has received the Agency Information for Consumers bulletin and agrees to execute an Agency Disclosure Form as required by state law or regulation.

15. MARKETING AUTHORIZATION: REALTOR® is authorized to photograph, advertise and promote the sale of the REAL ESTATE at REALTOR®'s sole discretion, erect a "For Sale" sign thereon, and when thereon, either the REALTOR® or selling broker may place a "Sold" sign thereon, except where prohibited by law. REALTOR® is specifically authorized to place information about the REAL ESTATE in any informational service or medium, including but not limited to the Internet, to advertise and promote the sale of the REAL ESTATE. Seller authorizes REALTOR® to include interior and/or virtual tour photos in Internet advertising.

14. MLS AUTHORITY: REALTOR® is authorized to file said listing and place information about the REAL ESTATE in the Northern Kentucky Multiple Listing Service (MLS) or any other multiple listing service to which the REALTOR® is a member in accordance with the MLS Rules and Regulations. The REALTOR® and MLS may disclose information pertaining to said REAL ESTATE to Agent/Subagent; Buyer's Agent; Designated Agent; Transaction Broker; Dual-Limited Agent.

13. DEED: At Closing, upon the Purchase Price being paid as provided in the Contract to Purchase, SELLER shall deliver to BUYER a good and sufficient [] General Warranty Deed or [] (deed) conveying the REAL ESTATE to BUYER with marketable title, subject only to those of the following items which do not adversely affect the REAL ESTATE for the purpose of its intended use: (a) conditions and restrictions of record (b) private, public and utility easements and roads and highways, if any; (c) existing leases and tenancies if identified in Paragraph 27; (d) any applicable zoning laws (except as provided in Paragraph 28); and (e) ad valorem taxes following Closing. Any private easement for ingress or egress to and from the REAL ESTATE shall be a written and recorded instrument containing a maintenance agreement.

12. REALTOR®'S FEE: SELLER agrees to pay REALTOR®, in respect of agency relationship(s), a brokerage fee of _____% of the gross sales price OR \$ _____, when: a) A ready, willing and able buyer is procured by REALTOR®, SELLER, or anyone else during the term hereof; OR b) The REAL ESTATE is sold, exchanged, or optioned by REALTOR®, or SELLER, or anyone else during the term hereof; OR c) The REAL ESTATE is withdrawn from the market by the SELLER without written approval by REALTOR®, or if SELLER prevents performance by REALTOR® hereunder; OR d) Within _____ days after termination, SELLER agrees to sell the REAL ESTATE, without the services of a licensed broker, to any buyer with whom SELLER or REALTOR® has had negotiation during the term hereof.

11. SELLER will continue to insure SELLER'S personal property located at the Property until the time of possession by purchaser. There shall be prorated between SELLER and BUYER as of Closing (as defined below) all: (a) real estate taxes and installments or assessments based upon the latest tax information available at the courthouse; (b) interest on any encumbrances assumed by BUYER; (c) rents, operating expenses, homeowner association fees or assessments and common area expenses. BUYER shall assume liability for the above items following Closing. Security and/or damage deposits held by SELLER shall be transferred to BUYER at Closing, without proration. In the event the Property is a condominium, there shall be prorated between SELLER and BUYER as of Closing all other charges imposed by the condominium association under the terms of the Documents (as defined below) including, but not limited to, all normal, general assessments and monthly fees in the amount of \$ _____ per month [] per year [] which have been paid current through _____ by SELLER. All special assessments of \$ _____ and all other special assessments levied prior to the date of Closing, whether payable by installment or otherwise, are the responsibility of SELLER and will be paid in full by SELLER on or before the Closing. SELLER is not aware of any pending, outstanding, or contemplated special assessments except _____

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- Agency allows two or more licensees in the same firm to fully represent different parties to a real estate transaction without such licensees becoming dual agents.
17. **SELLER'S COOPERATION:** SELLER agrees to cooperate fully with REALTOR® and any other cooperating brokers by making the REAL ESTATE available for showing to prospective BUYERS at reasonable hours. SELLER authorizes REALTOR® to allow inspectors, appraisers, photographers, videographers and also other authorized parties necessary for the marketing and as required by a purchase contract, access to the property, at reasonable hours, with or without the presence of REALTOR®. SELLER agrees to refer to REALTOR® all inquiries received concerning said REAL ESTATE during the period of this agreement. SELLER represents that adequate insurance will be kept in force to protect SELLER in the event of any damage, losses or claims arising from any entry to the Property and hereby holds harmless the listing REALTOR®, its agent, salespersons and employees from any loss, claim or damage resulting therefrom.
18. **FAIR HOUSING:** SELLER certifies that the REAL ESTATE is available to any prospective purchaser regardless of the race, color, sex, religion, national origin, handicap or familial status of the BUYER. SELLER agrees to comply with all applicable federal, state and local fair housing laws. The following statements are acknowledged: a) it is illegal to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale of or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, handicap or national origin; or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services and b) it is also illegal for profit to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.
19. **SELLER DISCLOSURE OF PROPERTY CONDITION:** SELLER agrees to complete and present to REALTOR® the Seller Disclosure of Property Condition as required by KRS 324.360. REALTOR® is authorized to disclose all information pertaining to the REAL ESTATE to all parties involved with its marketing and/or sale. In the event that any condition of the REAL ESTATE changes, SELLER agrees to notify the listing REALTOR® immediately and amend the Seller Disclosure of Property Condition.
20. **LEAD-BASED PAINT DISCLOSURE:** If home was built prior to 1978, The SELLER agrees to complete and present to REALTOR® the Lead-Based Paint Disclosure as required by 42 USC 4852
21. **LIMITED HOME WARRANTY:** SELLER agrees to provide not to provide a limited home warranty from _____ at a charge of _____ including options, if applicable. SELLER acknowledges that the home warranty is a limited warranty with a deductible.
22. **KEYBOX AUTHORIZATION:** SELLER hereby authorizes does not authorize Listing Broker to use a KeyBox on said premises. If the SELLER authorizes the use of a KeyBox, SELLER acknowledges:
 a) A KeyBox is designated as a repository of a key to the REAL ESTATE, permitting access to the interior of the REAL ESTATE by participants of the MLS, their authorized licensees, inspectors, appraisers and other authorized parties as required by a purchase contract.
 b) Listing Broker advises and requests SELLER to safeguard or remove valuables now located within said Premises.
 c) It is not a requirement of MLS or Listing Broker that SELLER allow use of a KeyBox.
 d) Where a tenant occupies the property, the tenant's consent is required.
23. **COMMON AREAS:** If the REAL ESTATE is subject to a Master Deed, Declaration or similar document and accompanying Bylaws and Articles of Incorporation (hereafter Documents) governing the maintenance or use of common areas or facilities, the SELLER will provide REALTOR® with a current copy of the Documents. The association dues are \$ _____ per month year and there are no pending or outstanding special assessments or other matters known to SELLER which may result in a special assessment except _____ SELLER agrees to pay any fee charged by the association to provide a letter as to the status of fees and assessments.
24. **ASSESSMENTS:** SELLER certifies that he has not been notified and has no knowledge of pending or existing assessments, except _____
25. **RISK OF LOSS OR DAMAGE:** All risk of loss or damage to the REAL ESTATE by fire, windstorm, or casualty, or other cause remains with SELLER until date of closing.
26. **LEASES:** The REAL ESTATE is not is occupied by tenants. If occupied, SELLER shall furnish to REALTOR® copies of all written leases, estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant and any lead-based paint disclosures given to tenants. Seller shall also obtain tenants' consent for persons identified in Paragraph 17 to enter the property by reasonable notice; permission to photograph the premises and permission to place a Key Box on the property.
27. **LEGAL USE:** SELLER warrants that there are no known building code violations on the REAL ESTATE and that SELLER has received no notice of any building code violations that have not been fully corrected, except _____ REAL ESTATE is zoned _____.
28. **EARNEST MONEY:** REALTOR® is authorized to act as a trust agent to accept and deposit in a trust account upon acceptance of offers, earnest money deposits from prospective BUYERS making written offers to purchase the REAL ESTATE. At closing, REALTOR® may apply as much of the earnest money deposit as may be necessary to pay the Commission specified. In the event that any Contract to Purchase does not close for any reason other than as agreed, the deposit shall be held by REALTOR® and its further disposition shall be subject to KRS 324.111. SELLER agrees that REALTOR® shall not be liable to any party or

SELLER Initials: _____

Listing REALTOR® Initials: _____

Agent E-mail: _____

Agent Phone: _____

Firm Phone: _____

Fax: _____

Address: _____

Agent: _____
Date/Time

Company: _____

E-mail: _____

Fax: _____

Office Phone: _____

Home Phone: _____

Address: _____

SELLER PRINTED NAME: _____
Date/Time

SELLER PRINTED NAME: _____
Date/Time

36. SIGNATURES:

35. NOTICES: All notices or documents required to be given or delivered by a party shall be in writing and shall be personally delivered or faxed to the other party.

34. SPECIAL PROVISIONS:

33. SHOWING INSTRUCTIONS AND SUBAGENCY RESTRICTIONS:

under the laws of the Commonwealth of Kentucky. (a) Where the context requires, the terms SELLER and BUYER shall include the masculine as well as the feminine and the singular as well as the plural. (b) There are no agreements, promises, or understandings between the parties except as specifically set forth in the Contract. No alterations or changes shall be made to this Contract unless the same are in writing and signed or initialed by the parties hereto. (c) This Contract shall be construed

31. ATTORNEY'S FEES: If REALTOR® initiates an action to enforce this agreement and REALTOR® is successful, SELLER shall pay REALTOR® its reasonable attorney's fees and costs as fixed by the court.

30. SELLER'S ACKNOWLEDGEMENT: SELLER ACKNOWLEDGES THAT HE HAS READ THIS CONTRACT AND THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO THE BEST OF HIS KNOWLEDGE AND THAT HE RECEIVED A COPY OF THIS CONTRACT IN ITS COMPLETE FORM. THE UNDERSIGNED SELLER COVENANTS AND WARRANTS THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE. SELLER AGREES TO INDEMNIFY AND HOLD LISTING REALTOR® AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REAL ESTATE SALESPERSONS AND OTHER AGENTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LAWSUITS, LIABILITIES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) ARISING OUT OF ANY NEGLIGENCE, MISREPRESENTATION, INTENTIONAL ACTS, OR CONCEALMENT OF FACTS OR FOR ANY ERRORS OR OMISSIONS SELLER HAS MADE INCLUDING, BUT NOT LIMITED TO, INFORMATION ON THE MLS PRINTOUT SHEET, SELLER DISCLOSURE OF PROPERTY CONDITION FORM, AND/OR LEAD-BASED PAINT DISCLOSURE FORM.

29. SOLE CONTRACT: The parties agree that this contract constitutes their entire agreement, and that no oral or implied agreement exists. Any amendments to this agreement shall be made in writing, signed by both parties and copies shall be attached to all copies of this original agreement.

person for the misdelivery to the SELLER or BUYER of the Earnest Money, unless such misdelivery is due to gross negligence by the REALTOR®.