

Bluegrass REALTORS® EXCLUSIVE RIGHT TO SELL CONTRACT®

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1. Key Terms:

~~Exec~~ **Exeutor**
Jack King Estate / Timmy King Phone Number: 260-415-4480
Seller Name(s) (full name as required by KRS 382.135(6)) Email: Timmy King

Seller Name(s) (full name as required by KRS 382.135(6))

Phone Number: _____

Email: _____

Seller(s)' Agent(s) Name (and KREC License Number)

Phone Number: _____

Email: _____

Seller(s)' Brokerage Name (and KREC License Number)

Address: _____

Phone Number: _____

Property Address (collectively, the "Property"): 2117 Ky. Hwy 1744 Berry Ky 41003, in
Harrison County, being PVA Parcel No. (or Deed Book/Page No.) (list all parcels)

House, 3 bdrm, bath, living & dining, kitchen, all appliances stay
dishwasher, stove, refr, wood burning stove - place or areg

The Scope. Seller hereby engages Broker as Seller's exclusive agent to list for sale and to sell the Property during the Term upon the terms and conditions set forth herein. In engaging Broker, Seller represents that seller is not currently contracted with and will not through the end of the Term contract with another Broker or Agent for the same or similar Scope. Broker and Agent will not advise on matters outside the scope of their real estate license. central heat & air ele
propane

The Term. The term of this Agreement is from 3/10/25, 2025, until 11:59 p.m. on Sept 10, 2025 (the "Term") and to list the Property for sale for the price of One hundred seventy-five (\$175,000.00). However, if Seller enters into a Contract for the sale of the Property during the Term, the parties' obligations hereunder shall continue through the Closing of that Contract. Further, if the Seller enters into a Contract on the Property within 90 days (if left blank, then 180 days) after expiration or termination of the Term (the "Protection Period") to any party shown the Property or any part of it during the Term, Seller shall remain obligated to pay the Seller Broker Commission through the Closing of that Contract. However, if after expiration or termination of this Agreement and Seller is not otherwise in breach hereof, Seller enters into another exclusive right to sell contract with another broker, then Seller shall not be required to pay Seller Broker Commission.

Seller Broker Commission. Seller acknowledges that real estate brokerage commissions and fees (compensation) are not standard, are not set by law, and are fully negotiable. Seller agrees to pay to Broker a commission or fee (compensation) in the amount set forth below (the "Seller Broker Commission"): (1) in case of a sale, lease, or exchange of the Property or any part of it during the Term; (2) upon the Seller Broker finding a buyer who is ready, willing and able to complete the purchase, lease, or exchange in accord with the terms of this Agreement as proposed by Seller; or (3) in case of any such sale, lease, or exchange of the Property or any part of it during the Protection Period, as follows: **[select all that are applicable]**

☒ **Percentage:** 6 % of either (i) the gross Purchase Price for the Property set forth in the Contract, to be paid at Closing, or (ii) for any transaction involving a lease, the gross rental payments to be made during the term of such lease, to be paid at the execution of the rental agreement or such other time as Seller and Broker may agree ((i) or (ii) being the "Price"); and/or

☐ **Flat Fee:** _____ Dollars and ____/100 Cents (\$____.00); and/or

☐ **Other Fee(s):** _____ Dollars and ____/100 Cents (\$____.00) as _____
2% seller agent (briefly describe Other Fee(s) to be paid by Seller).

Cooperating Commission. Seller acknowledges that Buyer might request, as part of a proposed Contract, for Seller or Seller's Broker to pay a commission or fee (compensation) to Buyer's Broker, directly or on behalf of Buyer, at Closing (the "Buyer Broker Commission"). The parties hereby agree **[select ONLY ONE]**:

☒ That Seller's Broker shall pay a Buyer Broker Commission to Buyer's Broker (from the Seller's Broker Commission) an amount not to exceed [complete all that are applicable] (i) 2.5% % of the Price, and/or _____ Dollars and ____/100 Cents (\$____.00), which shall be evidenced by a separate Cooperation and Compensation Agreement between the brokers (and if no Cooperation and Compensation Agreement is entered into, then Seller's

Broker shall pay a Cooperating Commission to Buyer's Broker equal to one-half (1/2) of the Seller Broker Commission, but subject to the amount set forth in the Buyer's Broker's written agreement with its buyer); **OR**

☐ That Seller shall agree to pay a Buyer Broker Commission to Buyer's Broker an amount not to exceed [complete all that are applicable] (i) _____% of the Price, and/or _____ Dollars and ____/100 Cents (\$____.00), which amount shall be set forth in the Contract, and in such case, Seller's Broker agrees the Seller Broker Commission will be reduced by the amount of the Buyer Broker Commission; **OR**

☐ That neither Seller nor Seller's Broker agree at this time to pay a Buyer Broker Commission.

Buyer Broker Incentive. ☐ In addition, if checked, Seller agrees to pay incentive compensation to Buyer's Broker (which is separate and apart from any Buyer Broker Commission) (the "Buyer Broker Incentive") at Closing in the amount of (i) _____% of the Price OR _____ Dollars and ____/100 Cents (\$____.00).

2. Definitions: As used herein, capitalized terms shall have the following meaning:

- a. **Agent:** The licensed Kentucky real estate sales associate identified above as the Agent.
- b. **Agreement:** This Exclusive Right to Sell Contract, including all attachments, exhibits, and addenda incorporated by reference.
- c. **Broker:** The licensed Kentucky real estate broker or brokerage firm identified above as the Broker, and any of Broker's licensed sales associates, including Agent.
- d. **Buyer Broker Commission:** The commission or fee (compensation) to be paid to Buyer's Broker pursuant to a separate agreement between Buyer and Buyer's Broker.
- e. **Buyer:** The person(s) who enters into a contract for the purchase of the Property.
- f. **Buyer Broker:** The licensed Kentucky real estate broker or brokerage firm who represents a Buyer.
- g. **Close or Closing:** The time at which title or possession, as applicable, is conveyed by Seller to Buyer.
- h. **Contract:** Any binding agreement between Seller and a buyer by which the buyer intends to acquire a Property.
- i. **Cooperating Commission:** An agreement to pay a commission or fee (compensation) to Buyer's Broker, on Buyer's behalf, by Seller or Seller's Broker at the time of Closing.
- j. **Property:** Any interest in real estate in Kentucky, including but not limited to a purchase, lease, exchange, option, or similar interest that Buyer intends to acquire title to or possession of, that is subject to the Scope.
- k. **Seller:** The person(s) who is(are) listed as Seller(s).

3. Limited Dual Agency: Pursuant to this agreement, Broker will be acting in the capacity of Seller's agent. However, Seller hereby specifically acknowledges that the Broker may also represent buyers. Should any such buyer become interested in the Property which is the subject of this Exclusive Right to Sell Contract, the Seller, upon written notification by the Broker, may authorize the Broker to serve as a limited dual agent for Seller and such buyer. As a limited dual agent the Broker has the duty to make a full and timely disclosure of all material facts and information within his/her knowledge which might in any way affect either the Seller's or buyer's rights and interest or otherwise influence either party's action or decisions in connection with the contemplated transaction. Notwithstanding the foregoing, to the extent that confidential information has been communicated to the Broker by either party, it is agreed that the Broker is not required to disclose and will not disclose such information to the other party. For example, Broker 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 Broker will not disclose information relating to prior offers and counter-offers involving the parties, nor information relating to either party's motivation to enter into the transaction.

4. Title: Seller agrees to convey unencumbered, good and marketable title, subject only to (1) the form exclusions and exceptions (the "Permitted Exceptions") typically contained in an ALTA Title Policy issued by a national title company in Kentucky (a "Title Insurer"). AND (2) [add known title exceptions]

5. Possession: Seller intends to deliver possession with deed.

6. Earnest Money: Seller agrees that in the event of buyer breaches a Contract, and the earnest money is released by the buyer as liquidated damages, said earnest money shall be divided one-half to the Broker and one-half to the Seller. However, Broker's one-half cannot exceed the amount of the commission that would have been earned on the sale.

7. Advertising: Seller agrees that the Broker may display a "For Sale" and/or "Sold" sign on the Property, except where prohibited by law, deed restriction or covenant, and may remove all other signs. Broker may advertise/market the property in

Seller(s) initials and date/time: TK 3-10-25
11:17

Seller(s) initials and date/time: _____

any media deemed appropriate, including, but not limited to, radio, newspaper, TV, internet, multiple photos and/or virtual tours.

In Compliance with KRS 324.117(4), Broker hereby informs Seller that all advertising published by Agent, Broker or Seller(s) under this Agreement must include the name of the real estate company or the name of the principal broker (with a designation that he or she is the principal broker). Further, Broker advises the Seller that failure to include the company name or the principal broker name in all advertising will constitute a license law violation by the Agent, and may subject Agent to discipline (including fines) by the Kentucky Real Estate Commission. By signing below, Seller agrees that Seller will run all proposed advertising by Agent or Broker and will include the company name or the principal broker name in all advertising published by Seller.

Seller agrees to refer to Broker or Agent any inquiry from other brokers, salesmen and prospective buyers during the Term.

8. Fair Housing: Seller agrees to offer the Property for sale without regard to race, color, sex, creed, religion, national origin, handicap, familial status, or sexual orientation. Seller hereby acknowledge(s) receipt of a copy of a brochure entitled, "What Kentucky's Fair Housing Law Means (Your Rights and Responsibilities under Kentucky's Civil Rights Act.)".

9. Accuracy and Disclosure: Seller agrees to warrant the accuracy of the information of the description of the Property provided herewith to said Broker and agree to hold Broker and the Multiple Listing Service of Bluegrass REALTORS®, Inc. harmless from any liability or damage arising out of any incorrect information knowingly withheld by the Seller(s). Seller agrees to submit a completed "Seller's Real Property History" contemporaneous with execution of this Agreement.

10. Lockbox: If initialed below, Seller agrees that the Broker may install a type of lock box which may provide access to others, including brokers, real estate agents, appraisers, home inspectors and others, which in the discretion of the broker, are necessary to complete the transaction. Seller agrees to release all authorized brokers, and their sales associates, from any loss, injury or damage to persons and property arising from the presence of said lock box, which is not the direct result of gross negligence on the part of said brokers and their sales associates. All valuables should be safe guarded or removed from the premises while the lock box is in place. This paragraph is applicable only if initialed by the seller(s).

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Initials

TK

Initials

11. Inspections: Sellers acknowledge and agree to the following: (1) they have been informed by the Broker that buyers, or their representative, may request certain property inspections, including, but not limited to a wood destroying organisms inspection, which will be made subsequent to the signing of a Contract; (2) in the event wood destroying organisms are found, the Seller might be obligated to pay to have the Property treated, and in the event of damage from wood destroying organisms, obligated to have such damage repaired at a cost to the Seller not to exceed 1% of the Purchase Price; and (3) to cooperate with Buyers and/or Buyer's inspectors by permitting access to the Property.

No amendment or alterations in the terms hereof shall be valid or binding unless made in writing and signed by the parties hereto.

We have read this contract, understand fully the contents thereof, understand that this is the complete content of said contract, understand that upon signing, this contract becomes legally binding, and acknowledge receipt of same. Should legal action be instituted to collect the Seller Broker Commission under this Agreement, the Broker(s), if successful, shall be entitled to receive all costs, including a reasonable attorney's fee. If you have any questions regarding the terms and content of this contract, please do not hesitate to ask or consult legal counsel.

This Agreement is accepted by Seller(s), Broker and Agent, and is effective as of the last date/time signed by a party hereto.

JACK KING ESTATE 3-10-25-11:17
Seller Signature Date/time

Taylor / by 3-10-25/11:17
Seller Signature Date/time

Bonnie Fisher 3/10/25 11:17
Broker Signature Date/time