

 **West Penn Multi-List**  
Standard Exclusive Listing Contract

Fax # Listing Office with Area Code \_\_\_\_\_

Assigned Listing # \_\_\_\_\_  
Revised 7/05

1 LISTING AGENCY \_\_\_\_\_ OFFICE ID# \_\_\_\_\_ PHONE \_\_\_\_\_

2 BROKER'S ADDRESS \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_

3 OWNER(S) NAME(S) \_\_\_\_\_

4 OWNER(S) MAILING ADDRESS \_\_\_\_\_

5 EXCLUSIVE RIGHT TO SELL -In consideration of Brokers agreement to list and to use Broker's effort to find a purchaser  
6 for the property described below and to submit this listing to all subscribers of the West Penn Multi-List, Inc., the  
7 undersigned OWNER hereby gives Broker and all subscribers of the West Penn Multi-List, Inc., the SOLE AND  
8 EXCLUSIVE RIGHT TO SELL the following described property (the "Property") on the terms and conditions herein set  
9 forth:

10 PROPERTY ADDRESS \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_

11 HAVING ERECTED THEREON \_\_\_\_\_ MUNICIPALITY/COUNTY \_\_\_\_\_

12 DEED BOOK VOL. \_\_\_\_\_ ZONING CLASSIFICATION # \_\_\_\_\_

13 IDENTIFICATION NUMBER (TAX NUMBER, PARCEL NUMBER, LOT & BLOCK NUMBER) \_\_\_\_\_

14 PURPOSE OF THIS CONTRACT - Owner is contracting with Broker to market the property for the purpose of finding a  
15 Buyer. Owner allows Broker to use print and/or electronic advertising. Broker is acting solely in the capacity as  
16 described in the Consumer Notice.

17 SERVICES TO OWNER - Broker may provide services to an Owner for which Broker may accept a fee, Such services  
18 may include, but are not limited to, listing fees; deed/document preparation; ordering certifications required for  
19 closing; financial services; title transfer and preparation services; ordering insurance; and construction, repair or  
20 inspection services. Broker will disclose to Owner if any fees are to be paid by the Owner.

21 AGENCY - Owner understands that this property may be shown to prospective buyers (a) by subagents of the listing  
22 Broker; (b) by Brokers who solely represent the Buyer (Buyer-Agents) or (c) by Brokers who do not represent either  
23 Owner or Buyer {Transactional Licensees). Owner authorizes the Listing Broker to share information and fully  
24 cooperate with subagents of the Listing Broker, with Buyer-Agents and with Transactional Licensees. Owner further  
25 authorizes Listing Broker to offer compensation to subagents, Buyer-Agents and Transactional Licensees including  
26 the sharing of part of Listing Broker's commission.

27 DUAL AGENCY - During the term of this Listing Contract, Listing Broker may enter into an Agreement to act as an  
28 agent for a prospective Buyer (Buyer-Agency Agreement). Owner understands that Owner's property may be  
29 shown by agents of Listing Broker pursuant to such Buyer-Agency Agreement, The simultaneous  
30 representation of both the Owner and prospective Buyer is called "dual agency". Owner hereby consents to  
31 Listing Broker acting in such dual agency relationship, provided that Listing Broker specifically advises Owner, in  
32 writing, of this dual agency relationship, Broker may, with the written consent of Owner, designate one or more  
33 licensees employed by Broker to serve as the designated agent of the Owner to the exclusion of all other licensees  
34 employed by Broker.

35 LISTING PRICE - THE LISTING PRICE FOR THE PROPERTY SHALL BE \$ \_\_\_\_\_  
36 The OWNER may reduce the listing price at any time. The listing price shall include Broker's commission and the  
37 OWNER agrees to pay one-half (1/2) of all required real estate transfer taxes.

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38 TIME PERIOD OF LISTING - THE TIME PERIOD OF THIS LISTING HAS BEEN DETERMINED AS THE RESULT OF  
39 NEGOTIATIONS BETWEEN THE BROKER AND OWNER. This exclusive right to sell agreement shall be effective for  
40 a period of one (1) year commencing on \_\_\_\_\_ and shall automatically terminate at the expiration  
41 of the one (1) year listing period. The agreement may also be terminated at any time after \_\_\_\_\_ days have elapsed  
42 from the commencement date of this agreement by OWNER or BROKER giving (10) days notice in writing by  
43 CERTIFIED MAIL with return receipt. This listing shall not be terminated unless the above requirements have been  
44 exercised, After the termination of this agreement or any extension thereof, the Brokers authority shall continue as to  
45 any outstanding offers pending at the time of such termination. Unless the OWNER subsequently enters into a  
46 Standard Exclusive Listing Contract with another Subscriber of West Penn Multi-List, Inc. in accordance with the  
47 termination clause above, if within six (6) months, of such termination, the OWNER enters into an Agreement of Sale  
48 or transfers or exchanges the property with any person to whom the property was shown, presented or submitted by  
49 the Broker, the OWNER or any subsequent Broker of the West Penn Multi-List, Inc., during the term of this  
50 Agreement, the sale shall be conclusively presumed to have been made by the Broker, and the commission shall be  
51 paid by the OWNER.

52 **COMMISSION-THE RATE OF COMMISSION OR FEE FOR THE SALE, LEASE OR MANAGEMENT OF REAL**  
53 **ESTATE IS NEGOTIABLE. THE COMMISSION OR FEE FOR PROFESSIONAL SERVICES UNDER THIS**  
54 **CONTRACT HAS BEEN DETERMINED AS A RESULT OF NEGOTIATIONS BETWEEN THE BROKER AND**  
55 **OWNER.**

56 **IN THE EVENT OF A SALE, TRANSFER OR EXCHANGE OF THE PROPERTY LISTED HEREIN BY**  
57 **WHOMSOEVER MADE OR EFFECTED, INCLUDING THE OWNER, OR IF BROKER PROCURES A PURCHASER**  
58 **READY, WILLING, AND ABLE TO BUY THE PROPERTY AT THE LISTING PRICE WITHIN THE PERIOD**  
59 **OF TIME THIS CONTRACT IS IN FORCE, THE OWNER AGREES TO PAY THE BROKER A COMMISSION**  
60 **OF \_\_\_\_\_ % PERCENT OF THE SELLING PRICE OR: \_\_\_\_\_**  
61 **OWNER AUTHORIZES THE SETTLEMENT OFFICER TO PAY THE COMMISSION FROM THE SETTLEMENT**  
62 **PROCEEDS.**

63 DEPOSIT MONEY - Broker, or any person Owner and buyer name in the Agreement of Sale, will keep an deposit  
64 monies paid by or for the buyer in an escrow account, if held by Broker, this escrow account will be held as required  
65 by real estate licensing laws and regulations. Owner agrees that the person keeping the deposit monies may wait to  
66 deposit any uncashed check that is received as deposit money until Owner has accepted an offer.

67 CONFLICT OF INTEREST - A conflict of interest is when Broker or Licensee has a financial or personal interest  
68 whereby Broker or Licensee cannot put Owner's interests before any other. If the Broker, or any of Broker's  
69 salespeople, has a conflict of interest; Broker will notify Owner in a timely manner.

70 TITLE, POSSESSION AND SUBSEQUENT OFFERS - The undersigned represent that they are the sole OWNERS of  
71 this listed property and agree to convey the property to the purchaser by general warranty deed, clear of all liens and  
72 encumbrances except easements, restrictions and reservations as set forth in instruments of record. Title shall be  
73 good and marketable and such as will be insurable by any responsible title insurance company at regular rates.  
74 Possession of the property is to be given to purchaser upon delivery of the deed, broom clean and free of debris.  
75 After Owner accepts an offer, Broker shall not be obligated to continue to submit offers on the property unless a  
76 subsequent offer is contingent upon the termination of an existing contract.

77 SIGN, KEY, AND LOCK BOX - The OWNER grants unto Broker the right to post "for sale" signs upon the property. If a  
78 key to the premises is given to the Broker and/or a lock box is placed on the premises, it is understood and agreed  
79 that the OWNER retains responsibility for the entire care, maintenance and control of the premises during the term of  
80 this contract The OWNER agrees that none of the subscribers of the West Penn Multi-List, Inc., or their agents shall  
81 be responsible for any damage to the property or any loss or theft of personal goods from the property unless it can  
82 be shown that such damage, loss or theft was directly committed by them.

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83 RELEASE OF INFORMATION - Owner grants to West Penn Multi-List, Inc., the unconditional right to use, release and  
84 disseminate to the public any information contained in any West Penn form which owner signs.

85 RECOVERY FUND - Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has  
86 received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud,  
87 misrepresentation, or deceit In a real estate transaction. The fund repays persons who have not been able to collect  
88 the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658, or (800)  
89 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

90 NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA -Federal and state laws make it  
91 illegal for Owner, Broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY  
92 (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE  
93 OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION  
94 TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan  
95 money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

96 NO OTHER CONTRACTS - Seller will not enter into another listing agreement with another broker that begins before  
97 the Termination Date of this Contract.

98 HEIRS AND ASSIGNS - This contract shall be binding upon the heirs, executors, administrators, successors and  
99 assigns of the parties hereto. OWNER acknowledges receipt of one copy of this listing contract, one copy of the  
100 Property Disclosure Statement, one copy of the Property input Statement and one copy of the Consumer Notice.

101 INTEGRATION AND ENTIRE CONTRACT -The provisions of this document, the Property Input Statement, the Seller  
102 Disclosure Statement and the Consumer Notice shall together form an integrated contract and constitute the entire  
103 written agreement between Broker and Seller. Any verbal or written agreements that were made before are not a  
104 part of this Contract."

105 BINDING EFFECT - Intending to be legally bound, the parties have hereunto signed their names as of the date  
106 specified.

107 INCLUSIONS - It is hereby understood and agreed that the following items are included in the above quoted selling  
108 price: \_\_\_\_\_  
109 \_\_\_\_\_

110 Seller has read and signed the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code  
111 §35.336. All Owners must sign this Contract.

112 NOTICE BEFORE SIGNING: IF OWNER HAS LEGAL QUESTIONS. OWNER IS ADVISED TO CONSULT A LAWYER.

113 \_\_\_\_\_  
Witness (Mandatory) Date Owner Signature (Mandatory) Date (Mandatory)

114 \_\_\_\_\_  
Witness (Mandatory) Date Owner Signature (Mandatory) Date (Mandatory)

115 \_\_\_\_\_  
Witness (Mandatory) Date Owner Signature (Mandatory) Date (Mandatory)

116 \_\_\_\_\_  
Designated Agent Date Listing Agent Signature Date

117 \_\_\_\_\_  
Broker/Manager/Agent Date