

Seller(s) Initials _____

Standard Exclusive Listing Contract

* _____
Fax # Listing Office With Area Code

Assigned Listing # _____
Revised 3/2012

1 LISTING OFFICE _____ OFFICE ID# _____ PHONE _____
INCLUDE AREA CODE

2 OFFICE ADDRESS _____
CITY STATE ZIP

3 OWNER(S) NAME(S) _____

OWNER(S) MAILING ADDRESS _____
CITY STATE ZIP

PHONE# _____ FAX# _____ EMAIL _____

4 OWNER gives permission for Broker to send information about this transaction to the fax number(s) and/or email address(es) listed herein.

5 EXCLUSIVE RIGHT TO SELL - In consideration of Broker's agreement to list and to use Broker's effort to find
6 a purchaser for the property described below and to submit this listing to all subscribers of the West Penn Multi-
7 List, Inc., the undersigned OWNER hereby gives Broker and all subscribers of the West Penn Multi-List, Inc.,
8 the SOLE AND EXCLUSIVE RIGHT TO SELL the following described property (the "Property") on the terms
9 and conditions herein set 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
15 finding a Buyer. Owner allows Broker to use print and/or electronic advertising. Broker is acting solely in the
16 capacity as described in the Consumer Notice.

17 SERVICES TO OWNER - Broker may provide services to an Owner for which Broker may accept a fee. Such
18 services may include, but are not limited to: listing fees; deed/document preparation; ordering certifications
19 required for closing; financial services; title transfer and preparation services; ordering insurance; and
20 construction, repair or 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
22 listing Broker; (b) by Brokers who solely represent the Buyer (Buyer-Agents); or (c) by Brokers who do not
23 represent either Owner or Buyer (Transactional Licensees). Owner authorizes the Listing Broker to share
24 information and fully cooperate with subagents of the Listing Broker, with Buyer-Agents and with Transactional
25 Licensees. Owner further authorizes Listing Broker to offer compensation to subagents, Buyer-Agents and
26 Transactional Licensees including 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
28 as an agent for a prospective Buyer (Buyer-Agency Agreement). Owner understands that Owner's property may
29 be 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,
32 in 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
34 licensees employed by Broker.

35 LISTING PRICE - THE LISTING PRICE FOR THE PROPERTY SHALL BE \$ _____
MANDATORY

36 The OWNER may reduce the listing price at any time. The listing price shall include Broker's commission and
37 the OWNER agrees to pay one-half (1/2) of all required real estate transfer taxes.

Seller(s) Initials**Standard Exclusive Listing Contract*** _____
Fax # Listing Office With Area Code_____
Assigned Listing #
Revised 3/2012

38 TIME PERIOD OF LISTING - THE TIME PERIOD OF THIS LISTING HAS BEEN DETERMINED AS THE
39 RESULT OF NEGOTIATIONS BETWEEN THE BROKER AND OWNER. This exclusive right to sell
40 agreement shall be effective for a period of one (1) year commencing on _____ and shall
(COMMENCEMENT DATE)

41 automatically terminate at the expiration of the one (1) year listing period. The agreement may also be
42 terminated at any time after _____ days have elapsed from the commencement date of this agreement
(1-365)

43 by OWNER or BROKER giving (10) days notice in writing by CERTIFIED MAIL with return receipt. This listing
44 shall not be terminated unless the above requirements have been exercised. After the termination of this
45 agreement or any extension thereof, the Broker's authority shall continue as to any outstanding offers
46 pending at the time of such termination. Unless the OWNER subsequently enters into a Standard Exclusive
47 Listing Contract with another Subscriber of West Penn Multi-List, Inc. after the termination becomes effective,
48 if within six (6) months of such termination, the OWNER enters into an Agreement of Sale or transfers or
49 exchanges the property with any person to whom the property was shown, presented or submitted by the
50 Broker, the OWNER or any subsequent Broker of the West Penn Multi-List, Inc., during the term of this
51 Agreement, the sale shall be conclusively presumed to have been made by the Broker, and the commission
52 shall be paid by the OWNER.

53 **COMPENSATION** - The amount of compensation for the sale, lease or management of real estate is
54 negotiable. The compensation for professional services under this contract has been determined as a result
55 of negotiations between the Broker and Owner. Neither the West Penn Multi-List, Inc. nor the Board of
56 Realtors have set or recommended the Broker's Compensation. Broker's Compensation is
57 \$ _____, paid by the Owner. Owner authorizes
58 the Settlement Officer to pay the compensation from the settlement proceeds. The following
59 provisions apply to the payment of the Broker's Compensation:

60 A. Owner will pay Broker's Compensation if Property, or any ownership interest in it, is sold or exchanged
61 during the term of this Contract by Broker, Broker's salesperson, Owner, or by any other person or broker,
62 at the listed price or any price acceptable to Owner.

63 B. Owner will pay Broker's Compensation if a ready, willing, and able Buyer is found by Broker or anyone,
64 including Owner. A willing Buyer is one who will pay the listed price or more for the Property, or one who has
65 submitted an offer accepted by Owner.

66 C. Owner will pay Broker's Compensation if negotiations that are pending at the ending date of this
67 Contract result in a sale.

68 D. In the event that the Owner enters into an option agreement with a Buyer during the term of this
69 Contract, Owner will be obligated to pay the Broker's Compensation upon the exercise of the option.

70 E. Owner will pay Broker's Compensation for a sale that occurs after the ending date of this Contract IF:
71 (1) The sale occurs within six months of the ending date, AND
72 (2) The Buyer was shown or negotiated to buy the Property during the term of this Contract, AND
73 (3) The Property is not listed under an "exclusive right to sell contract" with another Broker at the time of the sale.

74 F. If a Buyer signs an agreement of sale then refuses to buy the Property, or if a Buyer is unable to buy
75 the Property because of failing to do all the things required of the Buyer in the agreement of sale (Buyer
76 default), Owner will pay Broker _____ of/from Buyer's deposit monies, OR
77 the **Broker's Compensation** described herein, whichever is less.

78 G. If the Property or any part of it is taken for public use (Eminent Domain), Owner will pay Broker's
79 Compensation from any money paid as a result of the taking by Eminent Domain.

80 H. If a sale occurs, Broker's Compensation will be paid upon delivery of the deed or other evidence of
81 transfer of title or interest. If the Property is transferred by an installment contract, Broker's Compensation
82 will be paid upon the execution of the installment contract.

Seller(s) Initials**Standard Exclusive Listing Contract*** _____
Fax # Listing Office With Area Code_____
Assigned Listing #
Revised 3/2012

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

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

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

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

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

105 RECOVERY FUND - Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has
106 received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud,
107 misrepresentation, or deceit in a real estate transaction. The fund repays persons who have not been able to collect
108 the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658, or (800)
109 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

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

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

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

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

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

Standard Exclusive Listing Contract

Seller(s) Initials

* _____
Fax # Listing Office With Area Code

Assigned Listing #
Revised 3/2012

128 INCLUSIONS - It is hereby understood and agreed that the following items are included in the above quoted selling
129 price: _____
130 _____

131 Seller has read and signed the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code
132 §35.336. All Owners must sign this Contract.

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

134 _____
Witness Date

Owner Signature Date

135 _____
Witness Date

Owner Signature Date

136 _____
Witness Date

Owner Signature Date

137 _____
Agent License # Date

Listing Agent Signature Date

138 _____
Designated Agent Date

Broker/Manager/Agent