

MULTIPLE LISTING CONTRACT



Today's Date _____

I hereby employ and grant _____ hereinafter called "REALTOR® Firm", the sole exclusive and irrevocable right, for a period commencing on _____, 20____ and expiring on _____, 20____ to sell the real property

(Listing Company)

located at: _____
(Address) (City) (State) (County)

Parcel # _____ Map Page # _____ Deed Book _____ Page No. _____
The price is to be \$ _____ upon the following terms: _____

I agree to pay REALTOR® Firm a commission of _____ the sale price.

The carry-over period is _____ days (see item #4 on reverse side).

You are hereby authorized to place a "FOR SALE" sign on the property and to remove all other signs and to place a Firm Common None key lock box on the property.

REMARKS/CONTINGENCIES/CONDITIONS, REQUESTS: _____

I. SELLER AGENCY RELATIONSHIPS [Select no more than ONE from Section I.]

A. _____ SIMPLE AGENCY. I authorize REALTOR® Firm to act as my Agent in the sale of Property.

B. _____ DESIGNATED AGENCY FROM OUTSET, WITH DEFAULT TO FACILITATOR (Option A). I acknowledge that REALTOR® Firm also acts as agent or facilitator for buyers. Accordingly, to avoid conflict of interest within REALTOR® Firm, I authorize managing broker of REALTOR® Firm to appoint a real estate licensee as my Designated Agent in the sale of Property, to the exclusion of any other licensees associated with REALTOR® Firm. However, if my Designated Agent is the designated agent for a buyer who becomes the buyer of Property, my Designated Agent shall be deemed a facilitator, rather than an agent, for both the buyer and me, REALTOR® Firm shall provide notice of assumption of facilitator status to the buyer and me upon such default to facilitator status and such notice shall be confirmed in writing prior to execution of any sales contract. I hereby grant blanket authorization to my Designated Agent to act as facilitator for both the buyer and me under these circumstances.

C. _____ DESIGNATED AGENCY FROM OUTSET, WITH DEFAULT TO FACILITATOR (Option B), I acknowledge that REALTOR® Firm also acts as agent or facilitator for buyers. Accordingly, to avoid conflict of interest within REALTOR® Firm, I authorize managing broker of REALTOR® Firm to appoint a real estate licensee as my Designated Agent in the sale of Property, to the exclusion of any other licensees associated with REALTOR® Firm. However, If my Designated Agent is the facilitator or designated agent for a buyer who becomes the buyer of Property, my Designated Agent shall be deemed a facilitator, rather than an agent, for both the buyer and me. REALTOR® Firm shall provide notice of assumption of facilitator status to the buyer and me upon such default to facilitator status and such notice shall be confirmed in writing prior to execution of any sales contract. I hereby grant blanket authorization to my Designated Agent to act as facilitator for both the buyer and me under these circumstances.

D. _____ AGENCY WITH DEFAULT TO DESIGNATED AGENCY OR FACILITATOR. I authorize REALTOR® Firm to act as my Agent in the sale of Property. I acknowledge that REALTOR® Firm also acts as agent or facilitator for buyers. Accordingly, should different real estate licensees within REALTOR® Firm be acting as agent or facilitator for the buyer of Property and as agent for me, I authorize managing broker of REALTOR® Firm to appoint a real estate licensee as my Designated Agent in the sale of Property, to the exclusion of any other licensees associated with REALTOR® Firm. If the same real estate licensee is representing me and serving as agent or facilitator for the buyer of Property, said licensee shall be deemed to be a facilitator, rather than an agent, for both the buyer and me. REALTOR® Firm shall provide notice of assumption of facilitator status to the buyer and me upon such default to facilitator status and such notice shall be confirmed in writing prior to execution of any sales contract. I hereby grant blanket authorization to REALTOR® Firm to act as facilitator for both the buyer and me under these circumstances.

E. _____ AGENCY WITH DEFAULT TO FACILITATOR. I authorize REALTOR® Firm to act as my Agent in the sale of Property. I acknowledge that REALTOR® Firm also acts as agent or facilitator for buyers. Accordingly, if REALTOR® Firm serves as agent or facilitator for the buyer of Property, REALTOR® Firm shall be deemed to be a facilitator, rather than an agent, for both the buyer and me. REALTOR® Firm shall provide notice of assumption of facilitator status to the buyer and me upon such default to facilitator status and such notice shall be confirmed in writing prior to execution of any sales contract. I hereby grant blanket authorization to REALTOR® Firm to act as facilitator for both the buyer and me under these circumstances.

II. _____ SUBAGENTS. I authorize REALTOR® Firm to appoint subagents and to authorize said subagents to perform duties under this Listing Contract.

I/we acknowledge that I/we have read and understand this contract which includes the terms and conditions on the reverse side and have received a copy hereof. Addendum attached: Yes No

LISTING AGENT'S SIGNATURE _____ DATE _____

HOME PHONE NO. (_____) _____

OWNER'S SIGNATURE _____ DATE _____

OWNER'S SIGNATURE _____ DATE _____

PRINCIPLE BROKER'S SIGNATURE _____ ACCEPT _____ DATE _____

BUSINESS PHONE NO. (_____) _____

OWNER'S SIGNATURE _____ DATE _____

OWNER'S SIGNATURE _____ DATE _____

OWNER'S MAILING ADDRESS

HOME PHONE NO. (_____) _____

BUSINESS PHONE NO. (_____) _____

TERMS AND CONDITIONS

1. RIGHT TO SELL

I hereby grant to the Real Estate Sales Firm (REALTOR® Firm) the sole, exclusive and irrevocable right to sell the property and on the terms referred to on the reverse side hereof, or at such lesser price or terms to which I may consent.

2. COMPENSATION TO KAREN WHITLOCK REALTY

I hereby agree to compensate REALTOR® Firm, if during the term hereof or any extension thereof, the property is sold by REALTOR® Firm or any other person, or, if a sales agreement is obtained for the property by REALTOR® Firm or any other person with a buyer who is willing and able to purchase the property upon the price and terms herein set forth or any other price and terms I may accept, or, if the property is withdrawn from sale, transferred, conveyed, leased without the consent of REALTOR® Firm or made unmarketable by my voluntary act. The term "sale" shall be deemed to include any exchange or trade to which I consent and, in such event, REALTOR® Firm is permitted to represent and receive compensation from both parties with full disclosure.

3. COMPENSATION TO COOPERATING FIRMS

Seller authorizes REALTOR® Firm to compensate buyers agents, facilitators and subagents who provide contracts with terms and conditions acceptable to seller, by providing a portion of the total compensation to cooperating Firm. The portion paid to cooperating Firm is determined solely by REALTOR® Firm.

4. CARRY-OVER PERIOD

If the property is sold or otherwise transferred within the specified period of carry-over days after the expiration of this agreement to any person or entity with whom REALTOR® Firm has recommended, negotiated, shown the property, or to whom REALTOR® Firm has introduced me, during the term hereof, then the aforesaid compensation shall be payable to REALTOR® Firm provided, however, that agent notified me in writing of such recommendation, negotiation, showing or introduction within ten (10) days after the termination hereof, also provided further, that said compensation shall not apply if property is listed with another licensed real estate Firm during said carry-over period.

5. ATTORNEY FEES & COSTS

In connection with any litigation (including all appeals) involving the Seller, Buyer, REALTOR® Firm or any Escrow Agent arising out of this Contract, the prevailing party shall be entitled to recover all costs, including reasonable attorney's fees. If a dispute over earnest money or escrow deposits occurs and REALTOR® Firm deems interpleader action necessary, the cost of such filing will be paid out of earnest money or escrow deposit.

6. SALES ACTIVITIES

Karen Whitlock Realty will put forth their best efforts to procure a buyer for the property. REALTOR® Firm is authorized to advertise the property and to place "for sale" signs on the property. I will assist REALTOR® Firm in any reasonable way in selling the property and will refer all inquiries regarding the property to REALTOR® Firm during the term hereof. REALTOR® Firm shall quote and advertise only the above specified price and terms unless otherwise authorized in writing by me. REALTOR® Firm shall, however, submit to me any and all written offers to purchase for my consideration.

7. EARNEST DEPOSIT AND FORFEITURE

REALTOR® Firm is hereby authorized to hold in escrow in a trust account any earnest money received in connection with any sales agreement, to be disbursed pursuant to said agreement. In event a prospective purchaser shall forfeit any sum or sums deposited with REALTOR® Firm or owner(s), said REALTOR® Firm shall be entitled, in lieu of commission, to one half of such sums, but not in excess of the commission that would otherwise be payable on said contract.

8. TITLE

I warrant that I am the owner of the property or have the authority to execute this contract and sell the property. Should the property be sold, I agree to furnish the purchaser a good and sufficient Warranty Deed.

9. INDEMNITY

I agree to save and hold harmless from all claims, disputes, litigation and/or judgments arising from any materially incorrect information supplied by me or from any material fact or defect known by me regarding the property which I fail to disclose including, without limitation, the information regarding the property which I have provided.

10. EQUAL HOUSING OPPORTUNITIES

The property is offered without regard to race, creed, color, sex, national origin, handicap, or familial status.

11. KEY LOCK BOX AGREEMENT

I hereby request and authorize REALTOR® Firm to install a key lock box containing my door key on the premises specified. The type of key lock box to be installed is indicated on the reverse side hereof. I understand that REALTOR® Firm's key lock box restricts its use to REALTOR® Firm's representative only and that a "common" key lock box will allow all licensed members of the Multiple Listing Service of the Great Smoky Mountains Association of REALTOR® to have access to said premises without Owner or REALTOR® Firm being present and that REALTOR® Firm, the Multiple Listing Service of the Great Smoky Mountains Association of REALTOR® and their respective employees and officers from all claims or action and liability from injury or damage sustained as a result of said key lock box being placed on said premises.

12. TYPEWRITTEN or HANDWRITTEN PROVISIONS

Typewritten or handwritten provisions inserted in this form or attached hereto as addenda shall control all provisions in conflict therewith. No agreements or representations of any party hereto or the REALTOR® Firm involved in this transaction shall be noted or binding unless specifically incorporated in this Contract.



Owner's

Date

Owner's

Date

