

Multiple Listing Contract

(For the use of Metro Search Members Only)

This is a legally binding Contract. Please read and sign both pages.

Date _____

In consideration of your agreement to list my property for sale, place this listing on the Multiple Listing Service ("MLS") of Metro Search Inc., and to use your efforts to find a Buyer, I hereby grant you the exclusive right until 11:59 P.M. (Eastern Time) on _____ to sell my property located at _____ for the gross price of \$ _____, on the following terms (or such other prices, terms conditions to which I may agree) _____

If the property, or any part thereof, is sold before the expiration of this contract by me or any other person, I agree to pay RE/MAX Properties East a commission of \$129.00 plus _____% of the sales price, or _____ which shall be due at closing. The total commission is earned upon acceptance of an offer, but is subject to any contingencies specified therein. If the closing is not completed because of the failure of either party to perform his/her respective obligations under the terms of the Sales and Purchasing Agreement, the defaulting party shall pay the commission. If the property is sold by me, without a licensed Broker/Agent, within _____ months after the expiration of the contract, to any person to whom you or I have shown this property during the period of this contract, regardless of whether I had knowledge of said showings, I agree to pay you a commission of \$129.00 plus _____% of sale price, or _____, which shall be due at closing. If the Buyer is represented by an exclusive Buyer/Broker you are authorized to share your commission with that Buyer/Broker. At closing, I will convey by deed of general warranty, a marketable fee simple title to the property with the usual covenants such as any title company will insure, except easements and restrictions of record. The property will be offered without respect to race, creed, color, sex, familial status, disability or national origin. I am providing below and may otherwise provide to you orally or in writing certain data regarding my property. I understand that this data will be used as you deem appropriate, provided however, that such use must comply with the MLS Rules & Regulations, to facilitate the sale of my property and may be further provided to the Greater Louisville Association of REALTORS®, Incorporated, Metro Search, Inc. and their respective members and participants with no compensation due me for such use by such entities or their designees as they deem appropriate. I understand that some or all of the data may be digitized, reproduced, published, transmitted, disseminated and/or displayed in many forms and through many media, including but not limited to the Internet, television, local publications and fact sheets, computer database networks, a Multiple Listing Service or other similar database, etc. I hereby represent to you, the Greater Louisville Association of REALTORS®, Incorporated, Metro Search Inc. and their respective members and participants that the data provided above is true and correct. I also hereby grant you, the Greater Louisville Association of REALTORS®, Incorporated, Metro Search, Inc. and their respective members and participants the right and license to photograph /video my property and to use such photographs/videos to the same extent you use the property data I am providing you, with no compensation due me for such use, and acknowledge that I/we have no rights of ownership or control regarding those photographs/videos. I hereby waive any claims I might now or in the future have against you, the Greater Louisville Association of REALTORS®, Incorporated, Metro Search, Inc. and their respective members and participants that arises out of or from the acquisition or use of data about my property and/or property photographs. I agree to indemnify you, the Greater Louisville Association of REALTORS®, Incorporated, Metro Search, Inc. and their respective members and participants and hold you harmless from any liability, damages, costs, attorney fees or expense resulting from inaccuracies or material omissions in the data I have provided you. The Greater Louisville Association of REALTORS®, Incorporated, Metro Search, Inc. and their respective members and participants shall be third party beneficiaries of the provisions of this Listing-Contract. I acknowledge that, pursuant to KRS 324.117(4), all advertisements of my property, including advertisements placed by me and including, but not limited to, advertisements on the Internet and television or in periodicals, fact sheets, computer databases and the Multiple Listing Service, shall include the name of the real estate company listed on your real estate license, which is RE/MAX Properties East, or the name of the principal broker with whom you are affiliated, Harrell Tague. You are hereby authorized to place "RE/MAX Properties East" Lock Box and "For Sale" sign on my property, to remove all other signs and lock boxes, and exhibit the property to any prospective Buyer. I am further authorized to disclose information regarding comparable sales to any prospective Buyer. Upon transfer of title, you are authorized to disclose all information, including sale price, to participants of the MLS. You are further authorized to cease showing my property after I have accepted an offer to purchase, unless otherwise instructed, by me, in writing.

MEDIATION/BINDING ARBITRATION: Notice of Demand for Mediation must be made within 365 days after the party raising the claim knew, or should have known, of the existence of said claims, injury or claim (including, without limitation, claims of fraud, misrepresentation, warranty and/or negligence) of Seller, Buyer, brokers, agents, or any of them for a sum greater than the limits of small claims court jurisdiction arising out of this Contract or breach thereof arising out of or relating to the physical condition of the property covered by this Contract shall first be submitted to mediation and arbitration in accordance with the Greater Louisville Association of REALTORS, Inc. Disputes shall include (among other things) issues relating to representations made by the Buyer, Seller, or any broker or agent, or other person or entity in connection with the sale and purchase of the property covered by this Contract. Any agreement signed by the parties pursuant to the mediation conference shall be binding.

If mediation does not result in an agreement signed by the parties, all such claims or disputes shall be decided by binding arbitration in accordance with the guidelines of the Greater Louisville Association of REALTORS, Inc. and the laws of the Commonwealth of Kentucky. Copies of these guidelines are available at the Greater Louisville Association of REALTORS, Inc. The Arbitration must occur within 365 days after the initial Demand for Mediation has been filed. An actual oral hearing shall be held unless the parties mutually agree otherwise. Any proceeding to determine damages shall be conducted by an arbitrator pursuant to this paragraph and not in court and shall be conducted by the Commonwealth of Kentucky. By signing below, the agents, on behalf of themselves and their brokers, agree to be bound by this paragraph, but are not parties to this Contract for any other purpose. This paragraph shall survive the closing.

The Kentucky Real Estate Commission still retains jurisdiction to determine violations of KRS 324.160, and any and all claims related to said violations must be brought within the time frame set by the Kentucky Real Estate Commission.

Designated Broker (Listing Company) _____ Seller _____ Date _____ Time _____

Broker Acceptance _____ Date _____ Time _____ Seller _____ Date _____ Time _____