

Kentucky REALTORS®
Minutes
Board of Directors Meeting
June 27, 2024 - 9:00 AM Eastern Time
French Lick Resort, French Lick, Indiana

PRESIDING: President, Pam Featherstone

BOARD OF DIRECTORS MEMBERS PRESENT: All Directors were present. (See Attached Attendance Sheet)

STAFF: Josh Summers, Kyle Tetzlaff, Julie Johnson, Suzanne Reeves, Alicia Soldat

OTHERS (participating remotely): Jim Slaughter, Parliamentarian, Luke Bruin, Bruin and Associates

OTHERS: Jake Michul, KYR General Counsel

GUESTS: David Kent, NAR Region IV RVP, Rene Rogers, KREC Counsel

A meeting of the Board of Directors was called to order by President Featherstone at 9 am Eastern time. The Invocation, Pledge of Allegiance, Statement of Appropriate Event Conduct and Antitrust Statement were read. A quorum was established.

A motion was MADE AND CARRIED to approve the consent agenda which contained the February 27, May 15 and May 28th Board of Directors minutes and ratification of the following 2025 NAR Directors:

- Norman Jones (2-year term), small Board Representative
- Jen Swendiman (2-year term), Medium Board Representative
- Mike Inman (3-year term), State Allocated Representative

David Kent, NAR Region IV RVP gave remarks.

The Legal Counsel Update was provided by Jake Michul, KYR General Counsel.

Rene Rogers, KREC Counsel, gave a KREC update.

Barb Curtis gave the Leadership Team Report.

A motion was MADE AND CARRIED to approve 10 excused absences and 4 unexcused absences.

A motion was MADE AND CARRIED to approve:

- Summer Retreat June 23-26, 2025, at Lake Barkley State Resort in Cadiz, KY
- Annual Convention & Expo September 23-25, 2025, at the Galt House in Louisville, KY

- 2026 Leadership Conference December 1-3, 2025, at the Hyatt Regency in Lexington, KY

Ann Elizabeth Delahanty gave the Treasurer's Report. Luke Bruin with Bruin and Associates gave an overview of the financials.

A motion was **MADE AND CARRIED** to approve January-April financials for audit.

Mike Inman, Chair of the NAR REALTOR® Relief Foundation Annual Campaign Committee gave a report.

Josh Summers gave the CEO Report.

A motion was **MADE AND CARRIED** to adopt the Kentucky REALTORS® Social Media Policy as presented in the BOD Packet.

A motion was **MADE AND CARRIED** to revise the DSA policy as presented in the BOD Packet.

A motion was **MADE AND CARRIED** to revise the Policies and Procedures Manual Section 4.4 Past Presidents Committee ELECTION PROCESS AND CAMPAIGN RULES as indicated: *If a candidate is running unopposed, that candidate will be elected to office by common consent.*

A motion was **MADE AND CARRIED** to revise the Policies & Procedures Manual Section 4.4 Past Presidents Committee ELECTION PROCESS AND CAMPAIGN RULES with the following additions:

- *Candidate Forums to be held during the KYR Summer and Convention meetings.*
- *Candidate Nomination Forms must be submitted by June 1 of the calendar year.*
- *Candidate visits are prohibited during the KYR Regional Caucus meetings.*

Information Item: The Past Presidents request the KYR President appoint a Task Force to evaluate the KYR Region structure and bring back a recommendation to the Board of Directors.

A motion was **MADE AND CARRIED** that Kentucky Realtors® adopt the Bluegrass Realtors® "Buyer(s) Representation Agreement" a copyrighted form, for use by all Realtors® in Kentucky, upon APPROVAL of the Bluegrass Realtors® Board of Directors. This motion includes a provision that allows the Staff and Attorney of Bluegrass Realtors® and Kentucky Realtors® to make format changes or other changes that will allow the form to be used statewide without further forms committee or Kentucky Realtors® Board of Directors of Delegate Body Approval.

Information Item from the Professional Standards Committee: Stephanie Walker will present four Professional Standards training sessions for the Kentucky REALTORS® and the Kentucky REALTOR® Institute in 2025. Training locations will be Bowling Green (in-person), Paducah (in-person), Lexington (in-person) and via Webinar. For future training, the third in-person session location will alternate between Louisville and Lexington.

A motion was **MADE AND CARRIED** to adopt the Citation Policy as presented in the BOD Packet.

RPAC Trustee Chair, Jason Scoff, reported that RPAC has raised \$317,000 to date and that the Name that Tune fundraiser raised \$1,800.

Monti Collins gave the Government Affairs Committee update.

NAR Director Report was given by Lamont Breland.

An FPC Update was provided by Ann Elizabeth Delahanty.

Kentucky REALTORS® Leadership Academy update was given by Janette DeWitt.

The Board of Directors meeting was recessed for the Delegate Body Meeting and called back to order.

Susan Hatton, Chair, gave a Safety Committee update.

With no further business, the meeting was adjourned at 10:36 AM EST.

Respectfully Submitted,

Julie Johnson

Kentucky REALTORS®
Minutes

Delegate Body Meeting following the Board of Directors Meeting
June 27, 2024
French Lick Resort, French Lick, Indiana

PRESIDING: President, Pam Featherstone

DELEGATE BODY MEMBERS PRESENT: See Attached Attendance Sheet

STAFF: Josh Summers, Kyle Tetzlaff, Julie Johnson, Suzanne Reeves, Alicia Soldat

A meeting of the Delegate Body was called to order by President Pam Featherstone.

The minutes of the following meetings of the Delegate Body were ratified:
February 27th, 2024, May 15th, 2024, May 28th, 2024.

There was no action taken by the Delegate Body.

With no further business, the meeting was adjourned.

Respectfully Submitted,

Julie Johnson

Delegate Body Attendance
Board of Directors Members are highlighted in yellow
Board of Directors and Delegate Body Meeting June 27, 2024

	FirstName	LastName	Role	Shaded = In Attendance
				Absent - Excused or Absent - Unexcused
1	Carla	Anderson	Local Board Delegate	Resigned - not yet replaced
2	GLENN	ASHBY	Local Board Delegate	
3	Steven	Bagby	Local Board Delegate	
4	E. Sharon	Billingsley	Local Board Delegate	
5	Thomas	Black	Local Board Delegate	
6	Alfred	Blevins	Treasurer-Elect	
7	C. Lamont	Breland	Past President	
8	Keisha	Brooks	Local Board Delegate	
9	Ron	Brossart	Director At Large	
10	Gregory	Brownfield	Local Board Delegate	
11	Bonnie	Byerly	Delegate At Large	
12	Linda Gibson	Cecil	Director At Large	
13	TONY	CLARK	Past President	Absent - Excused
14	Steve	Cline	Past President	
15	Elizabeth	Cohen	Local Board Delegate	
16	Monti	Collins	Delegate At Large	
17	Matt	Coomer	Local Board Delegate	
18	Jayne	Cox	Past President	
19	Greg	Crase	Local Board Delegate	
20	Barbara	Curtis	President-Elect	
21	JOHN	DAVIS	Past President	
22	Alex	Degg	Local Board Delegate	Absent - Excused
23	AnnElizabeth	Delahanty	Treasurer	
24	Janette	DeWitt	Director At Large	
25	Laura	Disney	Delegate At Large	Absent - Unexcused
26	Larry	Disney	Delegate At Large	
27	David	Earls	Region 2 Director	
28	Jason	Eddy	Local Board Delegate	
29	Paula	Elder	Director At Large	
30	Marcie	Estepp	Local Board Delegate	
31	Helen	Fardo	Local Board Delegate	
32	Pamela	Featherstone	President	
33	William	Fischer	Delegate At Large	
34	Barbara	Flannery	Director At Large	
35	Debra	Fox	Local Board Delegate	Absent - Excused
36	Tonya	Freeman	Local Board Delegate	
37	Virginia	Gariepy	Local Board Delegate	
38	Doug	Gibson	Past President	Absent - Unexcused
39	Dustin	Gilbert	Delegate At Large	
40	Sara	Gipson	Local Board Delegate	
41	Joyce	Goats	Local Board Delegate	
42	Brenda	Gooslin	Director At Large	
43	Donna	Gordon-Willoug	Senior Director	
44	Donna	Gregorich	Director At Large	
45	KAREN	GROSS	Director At Large	

Delegate Body Attendance
Board of Directors Members are highlighted in yellow
Board of Directors and Delegate Body Meeting June 27, 2024

	FirstName	LastName	Role	Shaded = In Attendance
46	Susan	Gullett	Local Board Delegate	
47	David	Hill	Local Board Delegate	
48	Charles	Hinckley	Past President	Absent - Unexcused
49	Mary Ann	Hollon	Local Board Delegate	
50	Ronald	Hughes	Past President	
51	Jessica	Hurley	Local Board Delegate	
52	Todd	Hyatt	Local Board Delegate	
53	Anna-Marie	Hyatt	Local Board Delegate	
54	Michael T	Inman	Past President	
55	Moya	Jackson	Local Board Delegate	
56	Tamika	Jackson	Local Board Delegate	
57	Cheryl	Johnson	Local Board Delegate	Absent - Excused
58	Jason	Johnson	Local Board Delegate	Absent - Excused
59	Norman	Jones	Past President	
60	Tanya	Kaup	Delegate At Large	
61	Carrie	King	Local Board Delegate	Absent Unexcused
62	Melissa	Manley	Local Board Delegate	Absent - Unexcused
63	Carter	Martin	Local Board Delegate	
64	Ruby	Mason	Local Board Delegate	
65	John	May	Past President	
66	Kelley	McGough	Local Board Delegate	
67	Kelly	Mitchell	Local Board Delegate	Absent - Unexcused
68	Elizabeth	Monarch	Immediate Past President	
69	Christie	Moore	Region 1 Director	
70	Linda	Moore	Past President	Absent - Excused
71	Christine	Morgan	Delegate At Large	
72	Becky	Murphy	Past President	
73	Andrea	Murphy	Local Board Delegate	Absent - Unexcused
74	Kimberly	Myers	Local Board Delegate	
75	Douglas	Myers	Local Board Delegate	
76	Randy	Newsome	Local Board Delegate	
77	Kelley	Nisbet	Region 4 Director	
78	Curtis	Owens	Local Board Delegate	
79	Rebecca	Pagan	Local Board Delegate	
80	Dave	Parks	Region 3 Director	
81	R.Rip	Phillips	Past President	
82	Hannah	Porter	Region 6 Director	
83	Lisa	Presley	Local Board Delegate	
84	Jessica	Reeves	Local Board Delegate	
85	Robin	Roseberry	Local Board Delegate	
86	Lester	Sanders	Past President	
87	MATTHEW	SHELL	Local Board Delegate	
88	Claire	Schenk	Local Board Delegate	
89	Jason	Scolf	Delegate At Large	
90	Edward	Seay	Local Board Delegate	Absent - Excused
91	Jim	Sewell	Past President	

Delegate Body Attendance
Board of Directors Members are highlighted in yellow
Board of Directors and Delegate Body Meeting June 27, 2024

	FirstName	LastName	Role	Shaded = In Attendance
92	Kimberly	Sickles	Director At Large	
93	Courtney	Smith	Local Board Delegate	
94	Rachel	Smith	Local Board Delegate	
95	Jeffrey	Smith	Past President	
96	John	Smither	Past President	Absent - Excused
97	Erik	Speaks	Local Board Delegate	
98	Sara	Spencer	Local Board Delegate	
99	Mike	Spicer	Senior Director	
100	Gabby	Springs	Local Board Delegate	
101	Shelli	Stinson	Local Board Delegate	
102	Karen	Story	Local Board Delegate	Absent - Excused
103	Jennifer	Swendiman	Region 5 Director	
104	Carl	Tackett	Past President	Absent - Excused
105	Glenn	Thomas	Past President	Absent - Unexcused
106	Michael	Thomas	Local Board Delegate	
107	Barry	Turner	Local Board Delegate	
108	Tony	Vance	Local Board Delegate	
109	Kathryn E.S.	Vaughn	Local Board Delegate	
110	Kenneth	Warden	Past President	
111	John	Weikel	Past President	
112	Kim	Whalen	Local Board Delegate	
113	Tiffany	Williams	Local Board Delegate	
114	Traci	Willis	Local Board Delegate	
115	Earleene	Woods	Senior Director	
116	Jeanna	Wright	Local Board Delegate	

Kentucky REALTORS® Social Media Policy, March 2024

KYR has worked hard to establish itself as “the voice of real estate” in Kentucky. This reputation can be quickly undone through inappropriate or out-of-context social media activity. However, KYR recognizes that social media is a powerful and effective communication tool. Accordingly, KYR encourages its elected and appointed officers, directors, delegate body members, committee chairs and co-chairs, committee members, leadership academy members, and other members that the President and KYR Board has appointed to leadership and committee positions (collectively, “KYR Leaders”) to utilize social media to raise awareness of KYR’s work and issues of interest to its members and consumers.

The purpose of this Social Media Policy (the “Policy”) is to protect KYR’s integrity and reputation by providing KYR Leaders with guidelines to help them exercise responsible, mature judgment when using social media. The term “social media,” as used in this Policy, means Facebook, MySpace, (X) formerly known as Twitter, LinkedIn, YouTube, TikTok, and all other sources or methods of public group communication, including, but not limited to, posting information on the Internet. It also includes any web log or blog, journal, diary, personal website, social network or affinity website, web bulletin board, chat room, or any other form of electronic communication that exists as of the publication of this Policy, or will be created in the future.

When using social media, KYR Leaders should adhere to the following guidelines:

1. All KYR Leaders are encouraged to use social media to promote KYR’s mission, policy positions, advocacy efforts, and other association news.
2. It is acceptable to repost or share KYR published communications and established policy positions, provided the publication is a mirror-image of the original.
3. KYR Leaders should avoid making statements contrary to KYR’s public positions on federal and state issues, including but not limited to contrary statements about appointees, elected officials or candidates, and legislative or regulatory matters and policy positions.
4. Any RPAC solicitation must be under the direct supervision of the CEO or Board-designated person. Federal campaign financial law provides that a trade organization may solicit contributions only from its restricted class, meaning, its members, executive and administrative personnel, and their families. KYR prohibits solicitation on social media channels to avoid potential violations of state and federal law. Notwithstanding, it is permissible to post information such as the amount of the contributions to RPAC or the number of contributors.
5. In postings relating to KYR, always include a disclaimer that states “The views expressed are personal to the individual and do not represent the official views of KYR unless directly quoted.”
6. There is a designated person(s) to speak on behalf of KYR when contacted by any media representative. Unless you are that person, you may not speak on behalf of KYR and/or represent yourself as an official spokesperson.
7. Make no statements of endorsement or opposition to products, services, or companies in any publication that includes KYR.
8. Do not disclose any confidential information. This includes, but is not limited to, any Association information that is not otherwise publicly disseminated to KYR.
9. Respect third-party intellectual property. Remember that REALTOR® means member of the National Association of REALTORS® and must not be used generically as a synonym for the positions in the industry such as of “real estate agent” or “broker”. The NAR Trademark Policy can be found at <https://www.nar.realtor/logos-and-trademark-rules>, or by visiting NAR’s website.

10. Always be professional and ethical when engaging in social media. Avoid making statements or posting photographs that could reasonably harm KYR, including, but not limited to, content that may be viewed as malicious, obscene, offensive, threatening, intimidating, defamatory, fraudulent, or otherwise unlawful.
11. Avoid posting content that is discriminatory towards another person or group based on race, sex, religion, disability, political affiliation, or any other status protected by law or KYR policy,
12. Before posting anything online, you should consider the risks and the rewards. You should think about who might see your post and the impact it may have on everyone involved.

When a KYR Leader is reported to have violated the Policy, KYR will investigate. The KYR Leader is expected to cooperate in the investigation. KYR prohibits retaliation against any member or KYR Leader who reports a violation of the Policy.

KYR Directors found in violation of the Social Media Policy may be subject to discipline, up to and including removal from office pursuant to Article V, Section 5 of the KYR Bylaws. KYR Delegates found in violation of the Social Media Policy may be removed from office pursuant to Article X, Section 4 of the KYR Bylaws. Other KYR Leaders including, but not limited to Kentucky REALTORS® Leadership Academy members and committee members found in violation of the Social Media Policy may also be subject to discipline, up to and including removal by the Chair of the respective body or the KYR Leadership Team.



Committee Reporting & Information Form

Date: June 26th, 2024

Committee: Distinguished Service Award Committee

Committee Chair: Norman Jones

Committee Vice Chair:

Committee Staff Liaison: Kyle Tetzlaff

Action Items:

MOTION:

Adopt the Distinguished Service Award Policies as presented.

**PLEASE EMAIL THIS FORM AND ACCOMPANYING DOCUMENTS TO
KYREALTORS@KYREALTORS.COM**

Resumes may be attached in addition to the completed nominated form.

**Distinguished Service Award (DSA)
Lifetime Achievement Award (LTA)**

Qualifying Criteria for Nomination

The Committee will not consider nominations that do not meet the criteria. ~~The Distinguished Service Award does not need to be awarded each year and may be awarded posthumously.~~

1. Have attained the age of 60 or have at least 25 years of Membership in the Kentucky REALTORS®, including leadership positions in the Local Board/Associations, State Association, National Association, and the Institutes, Societies and Councils.
2. Candidates must ~~have participated~~ ~~continue to participate~~ at Local, State and National levels.
3. ~~Must have held~~ a valid Real Estate License as a Broker or Salesperson ~~and be currently active in the Real Estate Industry.~~
4. Have been recognized as a local leader whose performance of service and involvement in



political and/or community activities is extraordinary.

5. An individual may be nominated more than once; however, a new form must be resubmitted each year a person is nominated. Information will not be carried over from one year to the next.
6. All DSA/LTA nomination forms submitted for consideration are kept strictly confidential. All materials submitted become the property of Kentucky REALTORS® and will not be returned.
- ~~7. The committee will consider only nominations submitted on the official format.~~
8. Any Kentucky REALTOR® member in good standing, or any local Board/Association may nominate an individual.
9. All nominations shall require signatures of two Kentucky REALTORS® members in good standing prior to being submitted. One signature may be of the nominating member. All forms that do not include two signatures will be returned and may risk being disqualified.
- 10. The deadline for receipt of All DSA/LTA forms is June 1 must be submitted at least two weeks prior to the KYR Summer Retreat.**

The Selection Committee will review all nomination forms that are submitted for consideration and will eliminate those candidates who do not qualify, or those forms which do not follow the established guidelines.

Campaigning for this award nomination is strictly prohibited. All decisions of the Selection Committee are deemed final and should be kept confidential from the nominee if possible.

Submit To:
Kentucky REALTORS®
ATTN: DSA Selection Committee
2708 Old Rosebud Road, Suite 200
Lexington, KY 40509
Or email to kyrealtors@kyrealtors.com

Bluegrass REALTORS® BUYER(S) REPRESENTATION AGREEMENT©

This form was drafted and is copyrighted by the Bluegrass REALTORS® for the exclusive use of its Members. Members are not required to use this form. Other than blanks to be completed, any change to the preprinted form language shall be made in a separate writing signed by the parties. This form was drafted with the interests of multiple parties in mind, and it may need to be modified to meet the specific needs of the parties. **If you have legal questions regarding this form, any term herein, or any attachments to it, please consult with an attorney.**

1. Key Terms:

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

Phone Number: _____
Email: _____

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

Phone Number: _____
Email: _____

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

Phone Number: _____
Email: _____

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

Address: _____
Phone Number: _____

The Scope. Buyer hereby engages Broker as Buyer's exclusive agent to identify and to locate Property(ies) during the Term, and to help Buyer negotiate a Contract for the acquisition of Property. This Agreement is for Property(ies) in the following scope (the "Scope") (**complete all that are applicable, and if left blank, then Scope shall be any Property in Kentucky**):

- a. Location/Area/Counties: _____,
- b. Approximate price range: _____,
- c. Types: _____,
- d. Specific Property(ies): _____

Buyer acknowledges that additional Specific Properties may be added to the Scope if Broker identifies in writing (including but not limited to: email, text message, hyperlink, client portal, or other electronic message or format) a specific Property to Buyer during the Term.

The following Property(ies) are excluded from the Scope: _____

In engaging Broker, Buyer represents that Buyer is not currently contracted with and will not through the end of the Term (or Protection Period) contract with another Broker or Agent for the same or similar Scope.

The Term. The term of this Agreement is from _____, 20____, until 11:59 p.m. on _____, 20__ (the "Term"). However, if Buyer enters into a Contract for any Property during the Term, the parties' obligations hereunder shall continue through the Closing of that Contract. Further, if the Buyer enters into a Contract on a Property that falls within the Scope within ____ days (if left blank, then 180 days) after expiration or termination of the Term (the "Protection Period"), Buyer shall remain obligated to pay the Broker Fee(s) through the Closing of that Contract.

Broker Fee(s). No Standard Commission. Buyer acknowledges that real estate brokerage commissions and fees (compensation) are not standard, are not set by law, and are fully negotiable. During the Term (and any Protection Period), Buyer agrees to pay to Broker the following Broker Fee(s) (**select all that are applicable**):

- Percentage:** _____% of either (i) the gross Purchase Price of the acquired 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 leasehold, to be paid at the earlier of execution of the rental agreement or Buyer taking possession of the Property;
- Flat Fee:** _____ Dollars and ____/100 Cents (\$____.00); and/or
- Other Fee(s):** _____ Dollars and ____/100 Cents (\$____.00) as _____ (briefly describe Other Fee(s) to be paid by Buyer).

- 44 a. Method and Amount of Broker Fee(s). During the Term (and any Protection Period), Buyer agrees to pay to Broker a
45 Broker Fee(s) in the amount and at the time set forth above if:
46 1. Buyer, or any party on behalf of Buyer, Closes on a Property pursuant to a Contract;
47 2. fails to close on the acquisition of a Property under said Contract and Buyer is in breach thereof;
48 3. during the Protection Period, Buyer enters into a Contract for a Property subject to the Scope and
49 subsequently closes on the acquisition of said Property; or
50 4. Buyer breaches this Agreement.
- 51 b. Cooperating Commission. A seller and/or listing broker may, but is not required to, offer compensation to Buyer's
52 Broker or as a Buyer concession (such as, without limitation, as Buyer's Closing costs), and, as a part of any offer
53 made by Buyer, Buyer may request that the Seller, on Buyer's behalf, pay the Broker Fee(s) due under this
54 Agreement at the time of Closing (either case being a "Cooperating Commission"). In either event, these shall not
55 in any way make the Broker in this Agreement the agent or subagent of the Seller (however, dual agency may still
56 apply by separate disclosure and agreement). Further, in the event a Cooperating Commission is offered by the
57 seller or seller's broker, Broker will, to the extent possible before making an offer on behalf of Buyer, notify Buyer
58 of the nature and amount of Cooperating Commission.
- 59 c. In the event Buyer makes an offer involving a Cooperating Commission, the offer shall be deemed by Buyer to
60 authorize Broker to accept, and Broker shall accept, such Cooperating Commission at Closing.
- 61 d. Broker Fee(s) paid by Cooperating Commission. At Closing, the Broker Fee(s) to be paid by Buyer shall be reduced
62 by the amount of Cooperating Commission as follows:
63 1. In the event the Cooperating Commission is equal to the Broker Fee(s), the payment of the Cooperating
64 Commission shall satisfy in full the Buyer's obligation to pay the Broker Fee(s).
65 2. In event the Cooperating Commission is greater than the Broker Fee(s), the maximum Cooperating
66 Commission shall be equal to the Broker Fee(s).
67 3. In the event the Cooperating Commission is less than the Broker Fee(s), the Buyer shall pay such difference
68 in immediately available funds at Closing.
- 69 e. This Section 5 survives expiration or termination of the Agreement and Protection Period until Closing on any
70 Property within the Scope. However, if after expiration or termination of this Agreement and Buyer is not otherwise
71 in breach hereof, Buyer enters into another exclusive buyer representation agreement with another broker, then
72 Buyer shall not be required to pay Broker Fee(s) hereunder.

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

- 74 a. *Agent*: The licensed Kentucky real estate sales associate identified above as the Agent.
75 b. *Agreement*: This Buyer(s) Representation Agreement, including all attachments, exhibits, and addenda incorporated
76 by reference.
77 c. *Broker*: The licensed Kentucky real estate broker or brokerage firm identified above as the Broker, and any of Broker's
78 licensed sales associates, including Agent.
79 d. *Buyer Broker Commission or Broker Fees*: The commission or fee (compensation) to be paid to Broker pursuant to
80 Section 5 herein and/or any separate agreement between Buyer and Broker.
81 e. *Buyer*: The person(s) who are listed as Buyer(s) above and any affiliate of Buyer(s) (such as, without limitation, trust,
82 limited liability company, corporation, etc.) who enters into a Contract for or consummates a Closing on a Property.
83 f. *Close or Closing*: The time at which title or possession, as applicable, is conveyed to Buyer.
84 g. *Contract*: Any binding agreement between a seller and Buyer by which Buyer intends to acquire a Property.
85 h. *Property*: Any interest in real estate in Kentucky, including but not limited to a purchase, lease, exchange, option, or
86 similar interest that Buyer intends to acquire title to or possession of, that is subject to the Scope.

87 **3. Broker and Agent Duties:** Subject to the Disclosures set forth below, Broker shall:

- 88 a. Comply with its duties under Kentucky law, including KRS Chapter 324 and 201 KAR Chapter 11;
89 b. Assist the Buyer in identifying and locating one or more Property to acquire, and to negotiate for Buyer to acquire title
90 to or possession of, as applicable, a Property, including without limitation preparing a Contract and related forms as
91 permitted by Kentucky law;
92 c. To hold any escrow, good faith, or deposit monies in accordance with Kentucky law, including KRS Chapter 324 and
93 201 KAR Chapter 11 and any Contract between the Buyer and a seller, and that in the event of a conflict between
94 Kentucky law and a Contract, Broker will comply with Kentucky law; and
95 d. Perform any other obligations set forth in this Agreement.

96 **4. Buyer Duties:** Buyer shall:

- 97 a. Cooperate with Broker in the acquisition of Property;
98 b. Pay the Broker Fee(s);

- 99 c. Conduct all communications regarding any Property or Contract with the seller and/or seller broker through the Broker;
100 d. Timely comply with reasonable requests of Broker to provide information or responses necessary to comply with the
101 terms of a Contract and to Close on the Property;
102 e. Cooperate with Broker in scheduling visits, inspections, meetings or similar events of a Property at reasonable times
103 and to attend all such scheduled obligations;
104 f. Reasonably, timely, and in good faith investigate and conduct due diligence regarding any matter of interest or concern
105 regarding any Property in which Buyer becomes interested before deadlines set forth in the Contract;
106 g. Seek independent advice with respect to zoning, construction, common property regimes, inspections, insurance,
107 surveys, title, appraisals, finance, taxes, mold or hazardous substances, termites, insects, law or any other matter of
108 concern to Buyer;
109 h. Fully read this Agreement and any other documentation Buyer is requested to sign, including a draft Contract and any
110 affiliated documents, and to consult with an attorney should Buyer have any questions about such agreements or
111 documents; and
112 i. To work exclusively with Broker regarding showings, offers, negotiations, Contracts and Closings, and to inform other
113 brokers, sales associates, or third parties listing or selling a Property that falls within such exclusivity, that Broker
114 exclusively represents Buyer.

115 **6. Disclosures and Acknowledgments:** Buyer acknowledges and agrees as follows:

- 116 a. That this Agreement creates an agency relationship between the Buyer and Broker pursuant to under Kentucky law,
117 including KRS Chapter 324 and 201 KAR Chapter 11.
118 b. Broker and Agent owe Buyer no duties other than expressly set forth in this Agreement or by Kentucky law.
119 c. Receipt of and consent to The Kentucky Real Estate Commission's "**A GUIDE TO AGENCY RELATIONSHIPS**" from
120 Broker, and that Broker and Agent may potentially serve in the various agency capacities disclosed therein.
121 d. Receipt of and consent to an "**AGENCY CONSENT AGREEMENT -- BUYER**", Part A, from Broker.
122 e. That Federal Fair Housing Law prohibits discrimination in the sale, rental, appraisal, financing, or advertising of housing
123 on the basis of race, color, sex, creed, religion, national origin, handicap or familial status, or sexual orientation, or
124 gender identity (in some counties), and to receipt of a copy of the brochure entitled, "**What Kentucky's Fair**
125 **Housing Law Means**" from Broker.
126 f. Broker shall not have any obligation to search out a Property beyond any that come to the attention of Agent in the
127 ordinary course of Agent's business.
128 g. That Broker may represent other prospective buyers or tenants, and that those other buyers or tenants may have an
129 interest in the same property(ies) as Buyer. Buyer agrees that Broker may, during the Term and after its expiration
130 or termination, respect other such prospective buyers or tenants, show them the same property(ies) that Broker
131 identifies, locates or shows to Buyer, and act as a real estate broker or sales associate for such parties in negotiating
132 the acquisition of a Property that Buyer is also interested in.
133 h. Broker is not responsible to monitor or supervise any portion of any construction or repairs to any Property as such
134 tasks fall outside the scope of KRS Chapter 324 and 201 KAR Chapter 11.
135 i. Buyer shall be responsible for complying with the duties and deadlines contained in any Contract or other document
136 or agreement entered into by Buyer.
137 j. There shall be no knowledge imputed between the Broker, Agent, and between any other sales associates of Broker
138 regarding any Property in which Buyer develops an interest.
139 k. Broker and Agent are not experts with respect to construction, building codes, common property regimes, engineering,
140 structural matters, insurance, surveys, titles, inspections, appraisals, finance, mold or other hazardous substances,
141 termites, insects, law, tax, or other matters and Buyer has been advised to and agrees to seek independent or
142 professional expert advice relative any of these matters.
143 l. Broker strongly recommends that the Client seek representation by an attorney for legal questions regarding the
144 acquisition of any Property.
145 m. In the event the Broker provides names or sources of independent or professional expert advice or legal advice or
146 assistance, the Client understands and acknowledges that the Broker does not warrant, guarantee, or endorse the
147 services, advice, and/or products of any recommended company or services.
148 n. Broker makes no warranties expressed or implied with regard to any Property and that any statements by Broker
149 about any Property will be and are opinion only.
150 o. Broker does not and cannot warrant exact square footage or condition of any Property or guarantee that a potential
151 seller has disclosed all defects in a Property.
152 p. Megan's Law. Broker has no obligation to determine if any sex offender resides near a property in which Buyer is
153 interested. Buyer should exercise whatever due diligence Buyer deems necessary with respect to information on any
154 convicted sex offenders. Kentucky's Megan's Law establishes a registry of certain convicted sex offenders, which can
155 be found at <http://kpspsor.state.ky.us/>. Kentucky's State Police establishes a registry of certain convicted crimes. The
156 registry can be found at <https://www.crimemapping.com/>. Broker has no obligation to determine if any crime has
157 occurred near a property in which Buyer is interested.

158 q. Wire Fraud. Buyer should never transmit nonpublic personal information, such as credit or debit card, bank account
 159 or routing numbers, by email or other unsecured electronic communication. There are numerous e-mail phishing
 160 scams that involve fraudulent requests to wire funds in conjunction with a real estate transaction. If Buyer receives
 161 any electronic communication directing the transfer of funds or to provide nonpublic personal information, even if that
 162 electronic communication appears to be from a representative of Broker, do not respond. Such requests, even if they
 163 may otherwise appear to be from Broker, could be part of a scheme to defraud Buyer by misdirecting the transfer of
 164 funds or using Buyer’s identity to commit a crime. If Buyer should receive wiring instructions via electronic means that
 165 appear to be from a legitimate source involved in Buyer’s real estate transaction, Buyer should verify - using contact
 166 information other than that provided in the communication - that the instructions were sent by an actual representative
 167 of the requesting company. Conversely, if Buyer has provided wiring instructions to a third party, it is important to
 168 confirm with the representative of said company that the wire instructions are not to be substituted without Buyer’s
 169 verified written consent. When wiring funds, never rely exclusively on an email, fax, or text communication.

170 **7. Termination:**

- 171 a. Either party can terminate this Agreement with ten (10) days written notice; provided, however, in the event Buyer
 172 terminates this Agreement, Buyer shall still owe a Broker Fee(s) to Broker with respect to any Property within the
 173 Scope if Buyer enters into a Contract for during the Protection Period.
- 174 b. Attorney’s Fees, Costs and Expenses: In the event of any claim, controversy or dispute arising out of or concerning
 175 this Agreement, including, without limitation, a breach of contract by Buyer and commission claims brought by Broker,
 176 the prevailing party shall be entitled to recover from the non-prevailing party such prevailing party’s reasonable
 177 attorney’s fees, costs, and expenses, including any professional or expert costs or fees incurred in litigation. In the
 178 event of a dispute, the parties agree to engage in non-binding mediation with the Mediation Center of Central
 179 Kentucky, or another mediator pursuant to the parties’ agreement. The parties shall equally share in the cost of the
 180 mediator. Further, if any party files litigation before mediation, this mediation provision shall be enforced by the Court
 181 before the litigation is permitted to proceed.

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

184	_____	_____	_____	_____
185	Buyer Signature)	Date/time	Buyer Signature	Date/time
186	_____	_____		
187	Broker Signature	Date/time		
188	_____	_____		
189	Agent Signature	Date/time		