



Committee Reporting & Information Form

Date: August 4, 2025 and September 12, 2025

Committee: Forms Committee

Committee Chair: Barry Turner

Committee Vice Chair: Bonnie Mays

Committee Liaison: Stuart Michael

Action Items:

Action Items:

The Committee recommends the following forms for approval by the Board of Directors. Copies of each form follow.

KYR Post-Closing Occupancy Agreement

KYR Pre-Closing Occupancy Agreement

KYR Farm/Land Sales Contract

KYR Farm/Land Addendum to the Sales Contract

KYR Vacant Land Disclosure Statement

KYR Land Listing Exclusive Right to Sell

Informational Items:

Please mark the applicable necessary approvals

Finance Committee [] yes [] no **Leadership Team** [] yes [] no

Bylaws/Policies & Procedures [] yes [] no **Board of Directors** [X] yes [] no

1 **Kentucky REALTORS®**

2 For use only by members of Kentucky REALTORS®



3 **POST CLOSING OCCUPANCY AGREEMENT**
4 (Seller to Occupy After Closing)



5 **DISCLAIMER:** This form is designed to assist in transacting a sale of residential real estate. It
6 is applicable to many, but not all, situations. If you believe this form is not suited to your needs,
7 you should consider consulting your attorney. Kentucky REALTORS® disclaims any and all
8 liability which may arise by virtue of your voluntary use of this Agreement.

9 The undersigned Seller and Buyer, having heretofore executed an Agreement of Sale dated _____,
10 20____, relating to the real property described as _____
11 _____

12 and desiring that Seller should remain in possession of said real property for a certain time after passing title
13 hereto, hereby agree as follows:

- 14 1. Upon execution of this Post-Closing Occupancy Agreement by the parties, Buyer hereby grants permission to
15 Seller to retain possession of said premises from the date of closing indicated above until [DATE]_____,
16 at [TIME]_____ AM/PM (local time at property location) (the "Vacate Deadline"). Time is of the essence
17 in this agreement.
- 18 2. In consideration of Buyer's permission to Seller to retain possession of the premises, Seller agrees:
 - 19 A. To keep the property in the purchased condition (excepting those provisions in existing contract(s) between
20 parties) as of the date of closing and the (Seller/Buyer) is under no obligation to make repairs or
21 replacements, except_____. Seller(s) shall
22 be responsible for any damage, other than ordinary wear and depreciation, done on or to the premises
23 during the period of time that they remain as tenants to the property.
 - 24 B. To pay at closing a security deposit of \$_____ (_____ Dollars) to Buyer(s). Deposit to be
25 refunded to Seller upon satisfactory final inspection of property by Buyer.
 - 26 C. For each day from the closing (not including the day of closing) until the Vacate Deadline (up through and
27 including that day), Seller shall pay Buyer \$_____ per day in rent for the property. If Seller attempts to
28 holdover past the Vacate Deadline, Seller shall pay Buyer a holdover rate equal to \$_____ per day. The
29 recovery of this holdover rate by Buyer shall not limit Buyer's other legal remedies in any way.
 - 30 D. To pay Buyer as compensation for the use of said premises the sum of \$_____ (_____ Dollars)
31 per day, from the date of closing to and including the date of vacancy. _____ days' rent in the amount of
32 \$_____ is due in advance upon the signing of this agreement and any excess is to be prorated as of the
33 date of vacancy.
 - 34 E. To ensure that all utilities remain in service and pay the bills for such utilities as they become due, until
35 property is vacated.

Kentucky REALTORS®
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PRE-CLOSING OCCUPANCY AGREEMENT
(Buyer to Occupy Before Closing)



DISCLAIMER: This form is designed to assist in transacting a sale of residential real estate. It is applicable to many, but not all, situations. If you believe this form is not suited to your needs, you should consider consulting your attorney. Kentucky REALTORS® disclaims any and all liability which may arise by virtue of your voluntary use of this Agreement.

The undersigned Seller and Buyer, upon the mutual expectation that they will enter into an Agreement of Sale dated _____, 20____, relating to the real property described as _____

and desiring that Buyer should be permitted to possess said real property for a certain time prior to receiving title thereto, hereby agree as follows:

1. Upon execution of this agreement by the parties, Seller hereby grants permission to Buyer to take possession of said premises from _____, 20____ **OR** _____ calendar days from date of closing, through the date of closing (the "Term of Occupancy"). Time is of the essence in this agreement.
2. In consideration of Seller's permission to Buyer to keep possession of the premises, Buyer agrees:
 - A. And recognizes that until transfer of title, the property is owned by Seller.
 - B. To keep the property in purchased condition (excepting those provisions in existing contract(s) between the parties) as of the date of their occupancy and the Seller is under no obligation to make repairs or replacements, except those set forth in the original Sales and Purchase Contract and any addendum or amendments thereto including, but not limited to, any finalized Repair Request(s).
 - C. To pay Seller as compensation for the use of said premises the sum of _____ Dollars (\$ _____) per day, during the term of occupancy.
 - D. To put the gas, electric and water service in their names through from the date of occupancy, and pay the bills for such utilities as they become due.
 - E. To maintain heating, sewer, plumbing and electric systems and any built-in appliances and equipment in normal working order, to keep the roof watertight and to maintain the grounds, commencing upon the date occupancy is granted.
 - F. To refrain from undertaking any alterations without prior written consent of Seller.
 - G. To abide by all laws and regulations with respect to the use or occupancy of the premises.

- 47 H. To admit Seller or his authorized agent at reasonable times for the purpose of inspecting the premises until
48 vacancy, with proper notice; however, Seller shall undertake no alterations or modifications of the property
49 during the tenancy period.
- 50
- 51 I. Commencing upon this date Buyer agrees to hold the Seller and the Agents, Brokers or Brokerage in this
52 transaction harmless from any claims for damages or injury Buyer, or any other person, or to any property,
53 occurring on the premises, or any part thereof during the term of this possession.
- 54
- 55 3. Seller shall maintain fire and extended coverage insurance on the property through the date of closing. It is
56 recommended that Buyers obtain any necessary or applicable insurance to cover their interest. It is specifically
57 understood that should the premises be destroyed by fire or other occurrence during the time that the Buyers
58 are in possession, the risk or loss of personal property shall be borne by the Seller.
- 59
- 60 4. Buyers shall be responsible for any damage done on or to the premises during the period of time they remain in
61 possession of the property.
- 62
- 63 5. If Buyer should hold over beyond the closing date without closing, the Buyer agrees to pay Seller _____
64 per day as rent unless this provision is modified in writing. Buyer agrees to pay all costs in any legal action which
65 may be instituted by Seller to enforce the terms hereof or for the eviction of Buyer from the property for failure
66 to close, including reasonable attorneys' fees.
- 67
- 68 6. Buyer acknowledges that this agreement is not intended to permit occupancy beyond the date scheduled for
69 closing or to create equitable title the name of the Buyer.
- 70
- 71 7. There are no other terms of this agreement except those contained herein.
- 72
- 73

By signing below, each party hereby certifies that they have read and understood this agreement, and consent to be bound by it.

BUYER: _____
Signature Date/Time

BUYER: _____
Signature Date/Time

SELLER: _____
Signature Date/Time

SELLER: _____
Signature Date/Time

1 **Kentucky REALTORS®** (Copyrighted for use by National Association of REALTORS® Members Only)
 2 **Farm/Land Sales Contract**



3 Date: _____ MLS# _____

4 This is a legally binding Contract governed by the laws of the Commonwealth of Kentucky. It is agreed that all terms and conditions pertinent
 5 hereto are included in this writing, and no verbal agreements or understandings of any kind shall be binding upon the Parties. Seller and
 6 Buyer acknowledge that they have not relied upon the advice or representations of Brokers or Agents regarding, among other things, legal
 7 and tax consequences of this Contract, and Seller and Buyer acknowledge that if such matters have been of concern to them, they have
 8 sought and obtained independent advice relative thereto. The Parties are hereby advised that the other Party and/or the other Party's
 9 Broker/Agent may not treat the existence, terms, or conditions of offers as confidential unless there is a confidentiality agreement agreed to
 10 by all Parties.

11 **CALCULATING DAYS AND TIME:** All days are calendar days (midnight to midnight) calculated beginning on the first day following the acceptance
 12 day or, if applicable, notification day. The time of day shall be calculated using the local time of where the property is located.

Listing Brokerage/ License#	Agent Name/License#	Agent Telephone	Office Telephone
Agent Email	Co-Agent Name/License#	Agent Telephone	Office Telephone
Selling Brokerage/ License#	Agent Name/ License#	Agent Telephone	Office Telephone
Agent Email	Co-Agent Name/License#	Agent Telephone	Office Telephone

PROPERTY

21 **1. Offer:** Buyer agrees to buy and Seller agrees to sell the real property located at: _____
 22 _____ Approximate Acreage _____ In _____ tracts.
 23 Property described as: _____
 24 being recorded in the Deed Book _____ Page _____ Block# _____ Lot# _____ Sub Lot # _____
 25 Map/Parcel # _____ in the County of _____ Kentucky.
 26 The following shall remain: _____
 27 The following shall be removed: _____
 28 Fuel / Propane Tank(s): Owned or Leased and Shall Remain or Shall Not Remain N/A. Contents in tank will convey.

PRICE & TERMS

29 **2. PURCHASE PRICE:** The purchase price shall be.....\$ _____
 30 Earnest Money Deposit.....\$ _____

31 **3. PAYMENT OF PURCHASE PRICE:** Purchase price shall be paid as follows:
 32 Cash.....\$ _____ or _____ %.
 33 Equity Line Gift Other _____ \$ _____ or _____ %.

34 Financing: Remaining Amount Shall Be Financed by (CHOOSE ALL THAT APPLY):
 35 Conventional FHA Fixed Rate Adjustable-rate VA Rural Housing/USDA Other: _____ (if other, see attached
 36 addendum) loan amortized over _____ years, with interest rate not to exceed _____ % per annum. For an adjustable-rate loan,
 37 adjustments are limited to the following _____. If Financing (other than an equity line) is involved, this
 38 Contract is contingent upon Buyer qualifying for a loan with the above financing terms and conditions, or better.

39 Each party is aware that the other has the option to qualify this transaction as an Internal Revenue Code Section 1031 tax deferred
 40 exchange. Each party agrees to cooperate of this Contract to a qualified intermediary ("QI") or an exchange accommodator titleholder
 41 ("EAT") in accordance with such exchange. In such event, the exchanging party agrees to hold the other party harmless from any and
 42 all claims, liabilities and all claims, liabilities and costs of such an exchange.

43 If Buyer has acted in good faith and does not qualify for the loan, Buyer may void the Contract and receive Earnest Money Deposit in
 44 refund. The acquisition by Buyer of earnest money deposit, cash, equity line, gift, and/or other source of funds noted on lines 42, 44
 45 and 45 above is not a contingency. Buyer must apply for said loan within _____ day(s). Failure to apply for loan shall constitute a
 46 breach of this Contract, in which case Seller may either a) grant a written extension of time; b) void the Contract and retain Earnest
 47 Money Deposit as Buyer must apply for said loan within _____ day(s). Failure to apply for loan shall constitute a breach of this
 48 Contract, in which case Seller may either a) grant a written extension of time; b) void the Contract and retain Earnest Money Deposit
 49 as liquidated damages, or c) pursue a claim for damages as a result of the breach. Any change in financing terms or Lender must not

BUYER Initials: _____ BUYER Initials: _____ SELLER Initials: _____ SELLER Initials: _____
 Date/Time: _____ Date/Time: _____ Date/Time: _____ Date/Time: _____

50 Property located at: _____
51 adversely affect the Seller's proceeds or the closing date. Seller shall be informed of the progress of the loan, including any change to
52 the above financing terms or selected Lender.
53 **Lender Contact Information:** _____.

54 **Closing Agent Contact Information:** _____.

55 Seller agrees to pay certain costs, on behalf of the Buyer, which include, but are not limited to, prepaid expenses related to Buyer's
56 financing, escrow amount for taxes and insurance, etc., closing costs, loan origination and/or discount fees, title exam and/or title
57 insurance charges and other lender fees and Buyer's settlement charges. (CHECK ONLY ONE)
58 Seller will pay NONE of the Buyer's Settlement charges OR,
59 up to \$ _____ of Buyer's Settlement charges OR,
60 up to _____% of purchase price

61 **BUYER BROKER COMPENSATION:**

62 Seller agrees to pay to Buyer's Broker, on behalf of Buyer, compensation (the "Buyer Broker Compensation") at Closing as follows
63 [select all that are applicable]:

64 **Percentage:** _____% the gross Purchase Price; and/or

65 **Flat Fee/Other:** _____.

66 Buyer represents to Seller, the Listing Company, the Selling Company, and their respective sales associates, the Kentucky
67 REALTORS®, Inc., and participants in the local Multiple Listing Service that the information provided above related to any source of
68 funds and/or Buyer's ability to pay cash is true, accurate, and complete to the best of Buyer's knowledge. Buyer shall indemnify and
69 hold harmless all the foregoing parties from any liabilities, damages, costs, fees and expenses including attorney fees, resulting from
70 any fraudulent information provided herein, or in any other writing provided by Buyer.

71 **4. EARNEST MONEY DEPOSIT:** The Earnest Money Deposit shall be delivered by Buyer or Buyer's agent within three (3) days and
72 shall be held in the ESCROW ACCOUNT by or on behalf of the following principal broker: _____.

73 Failure to deliver Earnest Money Deposit within the aforementioned time period shall constitute a breach of this Contract, in which
74 case Seller may either a) grant a written extension of time; b) void the Contract; or c) pursue a claim for damages as a result of the
75 breach. The deposit shall only be removed from the broker's escrow account upon closing, written agreement of all parties, court order,
76 or as provided by law. If either party fails to perform his/her obligations hereunder, the other party may accept the deposit as liquidated
77 damages, with both parties signing a release or said party may pursue any available legal or equitable remedy. In the event that any
78 legal action is necessary as a result of the Buyer's or Seller's refusal to release Earnest Money Deposit, the prevailing party shall be
79 entitled to recover, in addition to any other remedies available under the Contract a) Earnest Money Deposit and b) mediation/arbitration
80 or Court costs and the reasonable attorney's fees required to obtain the recovery of said deposit, not to exceed three (3) times the
81 deposit amount. This limitation on the damages recoverable is for claims based on the failure to release the deposit, and it shall not
82 limit the recovery of damages based on any other claim.

83 **5. APPRAISAL CONTINGENCY (CHOOSE ONLY ONE OPTION)**

84 A. This Contract is not contingent upon an appraisal.

85 B. For Transactions Involving a Lender: This Contract is contingent upon the Lender's first appraiser establishing that the value of
86 the property is equal to or greater than the purchase price; -or-

87 C. For Cash Transactions, Private Finance Transactions, and Contracts for Deed: This contract is contingent upon an appraisal from
88 a Kentucky certified real estate appraiser chosen by Buyer, completed within _____ days, establishing that the value of the
89 property is equal to or greater than the purchase price.

90 Should the appraisal establish that the value of the property is less than the purchase price, in order for the contingencies in B or C to
91 be effective, Buyer must, within five (5) days of discovering the appraised value and in writing, either 1) waive the Appraisal
92 Contingency; 2) agree with Seller on a new purchase price and/or payment terms, if necessary to close; or 3) void the Contract, at
93 which point Buyer shall receive Earnest Money Deposit in refund. Otherwise, the Contract is voidable at the option of Seller and Seller
94 shall retain Earnest Money Deposit.

95 **6. PRORATIONS**

96 All taxes, dues and assessments due and payable in the year of closing shall be prorated between Buyer and Seller on the applicable
97 calendar/fiscal year basis to date of deed, unless otherwise agreed upon in writing.

DUE DILIGENCE

98 **7. VACANT LAND DISCLOSURE FORM:** Seller represents to Buyer, the Listing Company, the Selling Company, and their respective
99 sales associates, Kentucky REALTORS®, Inc., and participants in the local Multiple Listing Service that the information provided in the
100 Vacant Land Disclosure form is true, accurate and complete to the best of Seller's knowledge. Seller shall indemnify and hold

BUYER Initials: _____ BUYER Initials: _____ SELLER Initials: _____ SELLER Initials: _____

Date/Time: _____ Date/Time: _____ Date/Time: _____ Date/Time: _____

101 Property located at: _____

102 harmless all the foregoing parties from any liabilities, damages, costs, fees and expenses including attorney fees, resulting from any
103 fraudulent information provided herein, in any addendum, in the Listing Contract, in the Vacant Land Disclosure form, or in any other
104 writing provided by Seller.

- 105 A. Buyer acknowledges receipt from Seller of the Vacant Land Disclosure form; -or-
- 106 B. Buyer has not received the Vacant Land Disclosure Form. Buyer hereby requests Seller to provide a completed Vacant Land
107 Disclosure Form within _____ days. Upon receipt of the completed form, Buyer shall have _____ days to review the Vacant Land
108 Disclosure Form and either accept the form or void the contract and receive their earnest money deposit. If Seller does not submit a
109 completed Vacant Land Disclosure Form within that aforementioned timeframe, Buyer may void the contract and receive their earnest
110 money deposit; -or-
- 111 C. Buyer has not received and does not request a completed Vacant Land Disclosure Form.

112 **8. INSPECTIONS OF PROPERTY (Time is of the Essence with Regard to All of Paragraph 8)**

113 **Buyer is on notice that an inspection is recommended on every purchase. Inspections and appraisals required by FHA, VA,**
114 **or Buyer's Lender do not necessarily eliminate the need for other inspections. Seller shall allow reasonable access and shall**
115 **remove all personal belongings and/or debris that might obstruct a thorough inspection of the property and its improvements.**

116 Except as expressly provided herein, the parties have not relied upon any statement or representation by any real estate Broker or
117 Agent as to the nature or condition of the property, or any part thereof, nor do such Brokers or Agents, expressly or impliedly, warrant
118 the property, its construction, condition or materials or any of the fixtures, appliances or amenities.

119 The parties hereto acknowledge that real estate Brokers and Agents do not recommend specific inspectors or specific inspection
120 companies. All inspections are deemed to have been chosen and approved by Buyer. Except for a material misrepresentation made
121 by a real estate Broker or Agent, the **PARTIES RELEASE** each such Broker and Agent from liability for any defect or deficiency now
122 existing or later discovered relating to this property, and all systems, appliances, and equipment on it.

123 If Buyer and/or Buyer's representative damage the property, Buyer accepts the property with the damaged item(s). If Buyer does not
124 purchase the property for any reason whatsoever, Buyer shall, in a timely manner, pay Seller for the full cost to repair or, if necessary,
125 replace the damaged item(s). These provisions related to property damage shall survive the closing. Repair Request is for correction,
126 repair and/or replacement of specific items needed to bring them to their standard condition, considering the quality, age, and value of
127 such items.

128 **Full home inspections are specific for revealing significant defects including but not limited to mechanical, structural, and**
129 **safety defects.** Buyer acknowledges that the property, if not new construction, has inherent characteristics that are present in
130 properties of this age and may not be to current code.

131 **A. INSPECTIONS (CHOOSE ONLY ONE OPTION):**

132 1. Unless it is discovered that Seller failed to disclose a material defect, which was known or reasonably should have been known,
133 Buyer accepts the property in its condition as of date of offer. Buyer understands the risks associated with this option and agrees to
134 indemnify and hold harmless the real estate Brokers and Agents from any damages sustained as a result of accepting the property in
135 its condition as of date of offer; -or- BUYER Initials: _____ BUYER Initials: _____

136 2. Within _____ day(s), Buyer may inspect the property for any purpose at reasonable times and at Buyer's expense. Within
137 the same inspection period Buyer shall, in writing, either 1) accept property in its current condition; or 2) if Buyer has hired a licensed
138 inspector or licensed professional and received a completed report, either a) void the Contract; or b) request Seller to make repairs,
139 corrections, replace- ments, and/or pay for same. Seller shall respond in writing within _____ day(s) of Buyer's Request. If Seller
140 does not agree with Buyer's Request, following Seller's Response each Party shall then respond in writing within _____ day(s)
141 until either 1) all Parties agree on which items will be repaired, corrected, replaced, and who will pay for same, or 2) either Party
142 responds with an offer/counteroffer indicating it is the "last, best and final" response. If all parties do not agree to the terms contained
143 therein within _____ day(s), then the Contract shall become null and void. At any time, if Seller does not respond to Buyer's
144 Request, Buyer may either a) grant a written extension of time; b) accept the property in its current condition with written notice to
145 Seller; or c) void the Contract. If the Contract is properly declared void pursuant to this paragraph, Earnest Money Deposit shall be
146 refunded to Buyer.

147 If Seller agrees to make any repairs, corrections, and/or replacements, all such improvements shall be made in a workmanlike and
148 timely manner prior to closing.

149 **B. VERIFICATION OF SQUARE FOOTAGE:**

150 Buyer is aware that any reference to the square footage of the premises, both the real property (Land) and the improvements thereon,
151 is approximate. If square footage is a material matter to the Buyer, it must be investigated during the inspection period.

152 **9. SURVEY:** Buyer is advised to order and purchase a staked survey to inform Buyer of the lot size and boundaries and of the potential
153 for encroachments of buildings and other improvements over property lines, building setback lines, easements, etc.

154 Buyer acknowledges that Buyer has not relied upon representations made by any real estate Broker or Agent regarding the
155 aforementioned matters which would be revealed by a survey. Buyer releases each such Broker and Agent from liability for any defect
156 or deficiency now existing or later discovered relating to the aforementioned matters.

BUYER Initials: _____ BUYER Initials: _____ SELLER Initials: _____ SELLER Initials: _____

Date/Time: _____ Date/Time: _____ Date/Time: _____ Date/Time: _____

157 Property located at: _____

158 Choose If Applicable:

- 159 1. This Contract is NOT contingent upon a survey.
- 160 2. This Contract is contingent upon a survey satisfactory to Buyer. Buyer has _____ days to notify Seller in writing if Buyer wishes
- 161 to void the Contract based upon the results of the survey, or this contingency is hereby deemed waived. Time is of the essence with
- 162 regard to this contingency. (CHOOSE ONLY ONE OPTION)
- 163 Buyer pays for survey
- 164 Seller pays for survey
- 165 Buyer & Seller to equally split survey cost

CLOSING

166 **10. CLOSING DATE (CHOOSE ONLY ONE OPTION):**

- 167 A. Closing of this transaction shall occur on or before the _____ day of _____, 20_____, unless
- 168 otherwise agreed upon in writing between Buyer and Seller. The closing time shall be agreeable to both Buyer and Seller, which
- 169 agreement shall not be unreasonably withheld; -or-
- 170 B. Closing of this transaction shall occur no sooner than _____ (MM/DD/YEAR) and no later
- 171 than _____ (MM/DD/YEAR) unless otherwise agreed upon in writing between Buyer and Seller. The
- 172 closing date and time shall be agreeable to both Buyer and Seller, so long as date is within the time frame. If Buyer and Seller cannot
- 173 mutually agree upon a closing date and time, closing shall occur on the last business day of the time frame.

174 **11. DATE OF POSSESSION (CHOOSE ONLY ONE OPTION):** Possession of the property shall be given by Seller to Buyer:

- 175 A. Simultaneously with closing, with all keys at closing table; -or-
- 176 B. By _____ am/pm (local time at property location) _____ day(s) after closing (closing day not included).

177 **12. CONDITION AT POSSESSION:** Until possession is delivered, Seller shall maintain the property, land and structures, if any, in the
178 same or better condition as of the date of acceptance of the Contract, normal wear and tear excepted. Seller shall leave the property
179 free of trash and debris. Personal property not designated in this Contract must be removed by Seller prior to possession. Damage
180 beyond normal wear and tear caused by the removal of personal property shall be repaired in a workmanlike manner by Seller prior to
181 possession. This paragraph shall survive the closing.

182 **13. WALK THROUGH:** Buyer shall have the right to perform a "walk-through" inspection prior to closing and again prior to delivery of
183 possession to verify condition. This paragraph shall survive the closing.

184 **14. LEASES (CHOOSE ONLY ONE OPTION):**

- 185 A. Seller warrants that no valid leases are or shall be in effect as of the date of closing on this property; -or-
- 186 B. At closing, all leases, if any, shall be assigned to Buyer; all rents, if any, shall be prorated between Buyer and Seller based on date
- 187 of deed; and all deposits, if any, shall be transferred to Buyer. All current tenant leasing records, in Seller's possession, shall be
- 188 delivered to Buyer at Closing.

189 **15. WARRANTIES TRANSFER:** Seller agrees to transfer to Buyer, at closing, Seller's interest in any manufacturer's warranties,
190 service contracts, and other guarantees or warranties which may be transferable to Buyer. Should there be a fee for this transfer, it
191 shall be paid by Buyer.

192 **16. TITLE TO BE CONVEYED:** An unencumbered, marketable title to the real property described herein shall be conveyed by deed
193 of GENERAL WARRANTY with the usual covenants such as any title company will ensure the Owner, except easements of record,
194 restrictive covenants of record as to use and improvement of the property, and except applicable regulations imposed by the Planning
195 Commission. Should title prove defective and such defect cannot be remedied before closing date, Seller shall pay all title examination
196 costs, and any reasonable out-of-pocket expenses incurred by Buyer in the process of pursuing the purchase of this property, including
197 but not limited to cost of appraisal, credit report, mortgage application, survey, and inspections of any type. Buyer is advised that a title
198 examination alone cannot determine the existence of many possible claims or encumbrances against title. Consequently, to help
199 protect Buyer's ownership interest from certain claims, encumbrances or objections to title, Buyer shall purchase at closing an Owner's
200 Title Insurance Policy as a Buyer's normal expense.

201 Buyer acknowledges that Owner's Title Insurance is strongly recommended and that, without said insurance, Buyer may have no
202 protection against future loss from possible liens, demands for money, claims for possession of the property, unreleased encumbrances
203 or future objections to title or potential losses.

204 Choose If Applicable:

- 205 Buyer declines the protection of Owner's Title Insurance.

BUYER Initials: _____ BUYER Initials: _____ SELLER Initials: _____ SELLER Initials: _____

Date/Time: _____ Date/Time: _____ Date/Time: _____ Date/Time: _____

206 Property located at: _____

NOTICES

207 **17. RISK OF LOSS:** All risks of loss with respect to the property shall remain with Seller until the closing and delivery of deed to Buyer.
208 Seller agrees to provide and maintain insurance until closing. If the property is destroyed or substantially damaged before the closing
209 date, this Contract may be voided at Buyer's option by written notice to Seller or Seller's Agent. If Buyer voids this Contract, Buyer and
210 Seller shall immediately sign a Release of Contract and Earnest Money Deposit paid hereunder shall be refunded to Buyer. This
211 paragraph shall survive the closing.

212 **18. FAIR HOUSING:** This property was offered for sale without regard to race, color, sex, religion, national origin, handicap, familial
213 status, sexual orientation or gender identity. Buyer and Seller acknowledge receipt of a copy of the pamphlet "What Kentucky's Fair
214 Housing Law Means" as required by 104 KAR 1:010.

215 **19. CONSUMER GUIDE TO AGENCY RELATIONSHIPS & THE AGENCY CONSENT AGREEMENT:** Buyer and Seller acknowledge
216 receipt of the Consumer Guide to Agency Relationships and the Agency Consent Agreement, as required by 201 KAR 11:400.

217 **20. COMPENSATION:** At closing of this transaction, Seller shall pay the above Listing Brokerage compensation as per Listing
218 Contract. The compensation is earned upon acceptance of this offer, but subject to any contingencies specified herein. If the closing
219 is not completed because of failure of Buyer and/or Seller to perform his/her respective obligations hereunder, the defaulting party shall
220 pay the compensation.

221 **21. NOTICES:** All Notices to be in writing and delivered to the respective Party's Agent and/or Co-Agent listed on page 1 of this
222 Contract by hand delivery, first-class mail, email, or fax.

223 **22. SEVERABILITY:** The deletion, alteration, or unenforceability of any provision of this Contract shall not affect the enforceability of
224 this Contract.

225 **23. OTHER PROVISIONS:**
226 _____
227 _____
228 _____
229 _____
230 _____
231 _____
232 _____
233 _____
234 _____

235 **24. ADDENDUMS:** The following addendum(s) is/are attached to this Contract:
236 _____
237 _____
238 _____
239 _____

240 **There Is No Rescission Period Following The Signing Of This Contract.** The parties to this Contract have read it's entire contents
241 and acknowledge receipt of a copy.

BUYER Initials: _____ BUYER Initials: _____ SELLER Initials: _____ SELLER Initials: _____

Date/Time: _____ Date/Time: _____ Date/Time: _____ Date/Time: _____

242 Property located at: _____

BUYER SIGNATURES

243 Unless accepted in writing and response delivered to Buyer by _____ am/pm, (local time at property location), on the
244 _____ day of _____, 20____ this offer shall become null and void. (I/We acknowledge receipt of a copy of this offer.)

245 _____
246 Printed Name of Buyer Signature of Buyer Date and Time

247 _____
248 Printed Name of Buyer Signature of Buyer Date and Time
245

SELLER RESPONSE

249 Buyer's offer is ACCEPTED REJECTED -or- COUNTERED (See counter offer as set forth below)

250 _____
251 Printed Name of Seller Signature of Seller Date and Time

252 _____
253 Printed Name of Seller Signature of Seller Date and Time

254 I/we as seller hereby submit the following counteroffer:

255 _____
256 _____
257 _____
258 _____
259 _____
260 _____
261 _____

262 **All other terms and conditions shall remain the same.**

263 Unless accepted in writing and response delivered to Seller by _____ am/pm, (local time where property is located) on the
264 _____ day of _____, 20____ this offer shall become null and void. (I/We acknowledge receipt of a copy of this offer.)

265 _____
266 Printed Name of Seller Signature of Seller Date and Time

267 _____
268 Printed Name of Seller Signature of Seller Date and Time

BUYER RESPONSE TO COUNTEROFFER (Use additional Page if Further Counteroffer)

265
269 Seller's response is ACCEPTED REJECTED COUNTERED (See Attached Counteroffer Addendum)

270 _____
271 Printed Name of Buyer Signature of Buyer Date and Time

272 _____
273 Printed Name of Buyer Signature of Buyer Date and Time

BUYER Initials: _____ BUYER Initials: _____ SELLER Initials: _____ SELLER Initials: _____

Date/Time: _____ Date/Time: _____ Date/Time: _____ Date/Time: _____



2 **Farm/Land Addendum to the Sales Contract**

3 **Date:** _____ **MLS #:** _____

4 This is a legally binding Addendum to the Sales Contract for the Property ("Contract") and is governed by the laws of the Commonwealth of Kentucky.
5 It is agreed that all terms and conditions regarding the purchase and sale of the Property are in writing (including the Contract, this Addendum, and
6 any other modifications and amendments thereto), and that no verbal agreements or understandings of any kind shall be binding upon the Parties.
7 Seller and Buyer acknowledge that they have not relied upon the advice or representations of Brokers or Agents regarding, among other things, legal
8 and tax consequences of the Contract or this Addendum, and Seller and Buyer acknowledge that if such matters have been of concern to them, they
9 have sought and obtained independent advice relative thereto. The Parties acknowledge that the other Party and/or the other Party's Broker/Agent
10 are not required to treat the existence, terms, or conditions of any offers or negotiations as confidential unless there is a confidentiality agreement
11 agreed to by all Parties.

12 The following terms and conditions are hereby incorporated in and made part of the: Residential Sales Contract Farm/Land
13 Sales Contract Commercial Sales Contract Other _____ for the property located at:

14 _____

15 Seller(s) Name(s): _____

16 Buyer(s) Name(s): _____

17 **1. CROPS AND EXPENSES:**

18 SELLER /BUYER shall receive the Landowner share (or ____% of the total cash rent) for the 20 ____ crop year.

19 SELLER /BUYER shall receive the Landowner share (or ____% of the total cash rent) for the 20 ____ crop year.

20 SELLER /BUYER shall pay ____% of the Landowner's share of the 20 ____ crop expenses.

21 SELLER /BUYER shall pay ____% or \$_____ of the Landowner's share of the 20 ____ crop expenses, incurred prior to closing.

22 **2. GOVERNMENT AGRICULTURAL PROGRAM PAYMENTS:**

23 A. Buyer agrees to continue to honor any existing government agricultural program contracts affecting the real estate described above, and agrees
24 to indemnify and hold harmless Seller for any damage Seller may sustain by reason of any failure of Buyer to keep or perform any of the covenants
25 and obligations provided to be kept or performed under the terms and conditions of any such contracts by Seller.

26 B. SELLER /BUYER shall receive the Landowner share of any applicable government program payments for the 20 ____ crop year.

27 SELLER /BUYER shall receive the Landowner share of any applicable government program payments for the 20 ____ crop year.

28 Current Tenant shall receive the Landowner share of any applicable government program government payments for the 20 ____ crop year.

29 C. SELLER /BUYER shall receive the Landowner share of government conservation program payments for the 20 ____ crop year.

30 SELLER /BUYER shall receive the Landowner share of government conservation program payments for the 20 ____ crop year.

31 Current Tenant shall receive the Landowner share of government conservation program payments for the 20 ____ crop year.

32 D. Other Government program payments: (If applicable note program name(s), recipient, and crop year below):
33 _____

34 **3. LEASE ASSIGNMENT / TERMINATION:**

35 A. There is /is not currently a tenant in possession of the Property. Seller shall shall not be responsible for the assignment of the current farm
36 lease with the tenant in possession of the Property to the Buyer.

37 B. Seller shall shall not be responsible for the termination of the rights of any tenant in possession of the Property. If Seller is responsible, the
38 Buyer shall have the right to demand satisfactory evidence that the rights of all parties to possession have been terminated.

39 **4. CARBON CREDIT RIGHTS:**

40 A. The Property is is not currently subject to an existing carbon credit program which shall be assigned by Seller to Buyer at Closing. Buyer
41 agrees to continue to honor any existing carbon credit program contracts affecting the Property described above and agrees to indemnify and
42 hold harmless Seller for any damage Seller may sustain by reason of any failure of Buyer to keep or perform any of the covenants and obligations
43 provided to be kept or performed under the terms and conditions of any such contracts by Seller.

44 B. The Buyer will receive, and Seller will convey at Closing all of Seller's carbon credit rights affecting the Property not previously conveyed of
45 record.

BUYER Initials: _____ BUYER Initials: _____ SELLER Initials: _____ SELLER Initials: _____

Date/Time: _____ Date/Time: _____ Date/Time: _____ Date/Time: _____

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3. **VACANT LAND DISCLOSURE STATEMENT**

4. Date: _____

5. Property Address: _____

6. City: _____ State: _____ Zip Code: _____

7. As a Seller, you are asked to disclose what you know about the property you are selling. Your answers to the questions in this form must be based on the best of your knowledge of the property you are selling, however and whenever you gained that knowledge. Please take your time to answer these questions accurately and completely.

10. PURPOSE OF DISCLOSURE FORM: This disclosure form shall not be a warranty by the Seller or real estate agent and shall not be used as a substitute for an inspection or warranty that the purchaser may wish to obtain. This form is a statement of the conditions and other information about the property known by the Seller.

13. INSTRUCTIONS TO THE SELLER(S): (1) Answer every question truthfully. (2) Report all known conditions affecting the property, regardless of how you know about them or when you learned about them. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) If an item does not apply to your property, mark "not applicable." (5) If you truthfully do not know the answer to a question, mark "unknown." (6) If you learn any fact prior to closing that changes one or more of your answers to this form after you have completed and submitted it, immediately notify your agent or any potential buyer of the change in writing.

19. SELLER'S DISCLOSURE: As Seller(s), I / we disclose the following information regarding the property. This information is true and accurate to the best of my / our knowledge as of the date signed. Seller(s) authorize(s) the real estate agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. The following information is not the representation of the real estate agent.

23. NOTICE TO BUYER: This is a disclosure is not a substitute for any inspections, tests, or other investigation or warranties that Buyer may wish to obtain. It is not a warranty of any kind by Seller or a warranty or representation by any real estate agent or broker. The Buyer is encouraged to obtain his or her own professional inspections of this property.

26. List the date you acquired the Property: _____ / _____
Month Year

27. **A. SURVEY, EASEMENT, FLOODING**

28. 1. Has the seller ever had the land surveyed?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
29. a. If yes, do you have a copy?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
30. b. Who performed the survey?	
31. 2. Are there any boundary line disputes currently?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
32. 3. Are there any easements, encroachments, or licenses affecting this property?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
33. 4. Is any of the property in a designated flood plain?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
34. 5. Have there ever been any soil stability, drainage, flooding, grading, or erosion problems affecting this property?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
35. 6. Are there any shared fences, driveways, or accesses?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown

36. Explain any of the above:

37. _____
38. Seller Initials Date/Time

Buyer Initials Date/Time

39. _____
40. Seller Initials Date/Time

Buyer Initials Date/Time

42. Property Address: _____

43. **B. USE RESTRICTIONS**

44.	1. Are there any subdivisions or other recorded covenants, conditions, or restrictions?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
45.	2. A right of first refusal?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
46.	3. Local Municipality?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
47.	4. Does the Corps of Engineers or other Agency require approval for improvements or access to the property?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown

48. **C. CONDITION OF PROPERTY**

49.	1. Are there any structural improvements on the property?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
50.	2. Are there any abandoned wells, buried storage tanks, fuel tanks, or buried debris, personal property or waste on the property?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
51.	3. Is there any hazardous or toxic substance on the property?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
52.	Explain any of the above:	
53.	4. Have any environmental or soil tests (including Phase I or II) been performed?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
54.	If yes, Explain:	
55.	5. Does the property have any fill or uncompacted soil?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
56.	If yes, where:	
57.	6. Is there any settling, soil movement, sink holes or erosion on the property?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
58.	If yes, where:	
59.	7. Are there any dead or diseased trees on the property?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
60.	8. Has any timber been sold/removed from the property?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
61.	If yes, when:	

62. **D. UTILITIES: Buyer is advised to verify the availability of any utilities and services for Buyer's intended use.**

63.	1. Have any percolation (PERC) tests have been performed on the property?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
64.	a. If yes, can a copy be provided?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
65.	Explain:	
66.	2. Are any of the following presently existing on the property?	
67.	a. Connection to public water	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
68.	b. Connection to public sewer	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
69.	i. Are you aware of any capacity or accessibility issues?	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
70.	c. Connection to private water system off property	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
71.	d. A water well	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
72.	e. Connection to electricity	<input type="checkbox"/> N/ A <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown

73. _____
74. Seller Initials Date/Time

Buyer Initials Date/Time

75. _____
76. Seller Initials Date/Time

Buyer Initials Date/Time

109. Property Address: _____

110. **G. SELLER'S STATEMENT**

111. The undersigned represents that the information provided herein is true and accurate to the best of the Seller's
112. knowledge.

113. Seller _____ Date _____ Seller _____ Date _____

114. **H. BUYER'S RECEIPT AND ACKNOWLEDGMENT**

115. I understand that unless stated otherwise in my contract with Seller, the property is being sold in its present
116. condition only, without warranties or guarantees of any kind by Seller or any Broker or Agent.

117. Buyer _____ Date _____ Buyer _____ Date _____



2 **Land Listing Exclusive Right to Sell**

Date: _____

3 This is a legally binding Contract governed by the laws of the Commonwealth of Kentucky. It is agreed that all terms and conditions pertinent
4 hereto are included in this writing, and no verbal agreements or understandings of any kind shall be binding upon the Parties. Seller and Buyer
5 acknowledge that they have not relied upon the advice or representations of Brokers or Agents regarding, among other things, legal and tax con-
6 sequences of this Contract, and Seller and Buyer acknowledge that if such matters have been of concern to them, they have sought and obtained
7 independent advice relative thereto. The Parties are hereby advised that the other Party and/or the other Party's Broker/Agent may not treat the
8 existence, terms, or conditions of offers as confidential unless there is a confidentiality agreement agreed to by all Parties.

9 **1. Parties**

10 Seller(s): _____ ("Seller")
11 Brokerage: _____ ("Broker")
12 acting through its licensed agent _____ ("REALTOR").

13 **2. Property**

14 Subject to terms of this Agreement, Seller agrees to sell the following real property located at: _____
15 _____. Approximate Acreage _____ in _____ tracts.
16 being recorded in the Deed Book _____ Page _____ Block # _____ Lot # _____ Sub Lot #
17 _____ Map #/ Parcel # _____ in the County of _____,
18 Kentucky, together with those improvements, fixtures and appurtenances thereto (hereinafter collectively referred to as the "Property") to be
19 negotiated and set forth in a binding contract to sell/purchase.

20 The following shall remain: _____

21 The following shall be removed: _____

22 The Mineral Rights to this property shall shall not be conveyed.

23 **Fuel/Propane Tank(s):** Owned or Leased AND Shall Remain or Shall Not Remain N/A. Contents of tank will convey

24 Seller represents that Seller is not currently contracted with and will not enter into another right to sell agreement with another broker during
25 the Term.

26 **3. Agreement To List For Sale**

27 **Agreement:** In consideration of Broker/REALTOR's agreement to list the Property for sale and to use the Broker/REALTOR's efforts to find a
28 ready, willing and able Buyer for the Property, Seller hereby grants Broker/REALTOR the exclusive right to sell the Property subject to the
29 following terms and conditions:

30 **Listing Price:** The Listing Price for the Property shall be: _____
31 _____ (\$ _____)

32 **Term:** This agreement shall begin on: _____ and shall expire on _____ at 11:59 pm local time
33 where the property is located.

34 **Title:** Seller agrees to convey unencumbered, good and marketable title, subject only to (1) the form exclusions and exceptions the
35 "Permitted Exceptions" typically contained in an ALTA Title Policy issued by a national title company in Kentucky a "Title Insurer", AND
36 (2) [add known title exceptions] _____

37 **4. Broker Compensation**

38 **Seller acknowledges that real estate brokerage compensation are not standard, are not set by law, and**
39 **are fully negotiable.**

40 Seller agrees to pay to Seller Broker compensation at c l o s i n g in the amount set forth below the "Seller Broker Compensation":
41 (1) in case of a sale, or exchange of the Property or any part of it during the Term; (2) upon the Seller Broker finding a buyer who is ready,
42 willing and able to complete the purchase, or exchange in accord with the terms of this Agreement as proposed by Seller; or (3) in case of
43 any such sale, or exchange of the Property or any part of it during the Protection Period as follows [select all that are applicable]:

Seller(s) Initial _____
Date/Time _____

Seller(s) Initial _____
Date/Time _____

44 **Property located at:** _____
45 **Percentage:** _____% of either (i) the gross Purchase Price for the Property set forth in the Contract, to be paid at Closing,
46 **Flat Fee:** _____ Dollars and ____ /100 Cents (\$ _____.00); and/or
47 **Other Fee(s):** _____ Dollars and ____ /100 Cents (\$ _____.00) as _____
48 _____(briefly describe Other Fee(s) to be paid by Seller).

49 **If Buyer is NOT represented by a Buyer Broker,** the total Broker Compensation shall be: _____% of the Price; and/or _____
50 Dollars and ____ /100 Cents (\$ _____.00).

51 **Buyer Broker Compensation:**

52 Seller acknowledges that Buyer might request, as part of an offer to purchase, for Seller to pay compensation (compensation or fee) to
53 Buyer's Broker, on behalf of Buyer, at Closing the "Buyer Broker Compensation", but that Seller is not required to pay a Buyer Broker
54 Compensation.

55 If the Property is sold or exchanged by Seller within a protection period of _____ (if blank, then 180) days (the "Protection Period")
56 following the expiration or earlier termination of this Agreement, to anyone to whom the Property was presented during the Term of this
57 Agreement, Seller agrees to pay to Broker the foregoing Seller Broker Compensation at the time of that closing or exchange, provided
58 that Broker has given Seller notice in writing, including the names of the prospective Buyers, within 10 business days after expiration of
59 this Listing. However, the Protection Period shall not apply if Seller enters into a valid, written listing agreement with another licensed real
60 estate broker during that period. If a Contract is signed before this Agreement expires or is terminated, the terms hereof shall automatically
61 continue until the final disposition of that Contract.

62 **5. Consent To Market, Advertise, and Show**

63 Seller agrees and acknowledges that (i) the Property listing will be placed in the local Multiple Listing Service (MLS), and any other forms of
64 advertising provided by the MLS or local Realtor® association, of which the Broker/REALTOR is a "Participant", (ii) the Broker/REALTOR
65 may disclose sales information in the MLS upon signing of a Contract, and (iii) as follows:

66 Yes No Broker/REALTOR is hereby authorized to place "For Sale/Sold" sign on said Property, to remove all other
67 signs, and exhibit said Property to any prospective buyer.

68 Yes No Seller authorizes Broker/REALTOR to place a lock box on the Property.

69 Yes No Seller authorizes Broker/REALTOR to obtain and disclose to a potential buyer the last 13 months of utility costs.

70 Yes No Seller authorizes Broker/REALTOR to obtain any agriculture production records and conservation program information.

71 Broker may advertise/market the property in any media deemed appropriate, including, but not limited to, radio, newspaper, TV, internet,
72 multiple photos and/or virtual tours. Further Seller acknowledges and allows that potential Buyer's or Buyer's Brokers may photograph or
73 video their property during any showing of the subject property which may include real time video interfacing such as FaceTime. Seller
74 holds harmless the Listing Broker and Listing agent from any damages related to Buyer's photography and/or videography of subject
75 property. Seller Opts Out.

76 In Compliance with KRS 324.117(4), Broker hereby informs Seller that all advertising published by Agent, Broker or Seller(s) under this
77 Agreement must include the name of the real estate company or the name of the principal broker (with a designation that he or she is the
78 principal broker). Further, Broker advises the Seller that failure to include the company name or the principal broker name in all advertising
79 will constitute a license law violation by the Agent, and may subject Agent to discipline (including fines) by the Kentucky Real Estate
80 Commission. By signing below, Seller agrees that Seller will run all proposed advertising by Agent or Broker and will include the company
81 name or the principal broker name in all advertising published by Seller. Seller agrees to refer to Broker or Agent any inquiry from other
82 brokers, salesmen and prospective buyers during the Term.

83 But subject to the following showing instructions or restrictions: _____
84 _____

85 **6. Seller's Warranties and Indemnification**

86 Seller warrants that, to the best of Seller's knowledge, there are no material defects, hidden or obvious, in or on the Property, which have
87 not been disclosed. Seller further warrants that Seller has reviewed the information contained in this Agreement, upon which the Broker/
88 REALTOR will rely, and that all such information is accurate to the best of Seller's knowledge. Seller agrees to defend, indemnify, and hold
89 harmless the Broker, its agents, and employees, from any claims, demands, damages, suits, liabilities, costs, and expenses, including
90 indemnification for attorney's fees, and court costs, from any and all claims arising out of any misrepresentation or concealment of any

Seller(s) Initial _____
Date/Time _____

Seller(s) Initial _____
Date/Time _____

91 **Property located at:** _____
92 information presented to Broker/REALTOR by Seller. Seller agrees to indemnify and hold Broker/REALTOR harmless for any damages,
93 including terms, related to advertising by the Seller.

94 **7. Surveillance and Audio Recordings**

95 Seller acknowledges that both the Federal Electronic Communications Privacy Act (ECPA) and Kentucky law prohibit audio recordings
96 without the consent of at least one party to the conversation (see KRS 526.010). Seller is aware that the use of listening devices,
97 including video cameras with sound, located on the property which are used to listen to communications of third parties, may constitute
98 eavesdropping, a Class D felony in Kentucky. Seller agrees to indemnify and hold Broker/REALTOR harmless for any damages, including
99 fines, related to any recording activity of the Seller.

100 **8. Equal Housing Opportunities**

101 The parties agree that the Property shall be listed in full compliance with local, state, and federal fair housing laws that prohibit discrimination
102 on the basis of race, color, religion, sex, national origin, handicap, age, marital status, and/or familial status, or other prohibited factors.

103 **9. Special Agreement**

104 This Agreement is subject to the following special terms between the Seller and the Broker/REALTOR: _____

105 _____
106 No amendment or alterations in the terms hereof shall be valid or binding unless made in writing and signed by the parties hereto.
107 We have read this contract, understand fully the contents thereof, understand that this is the complete content of said contract, understand
108 that upon signing, this contract becomes legally binding, and acknowledge receipt of same. Should legal action be instituted to collect the
109 Seller Broker Compensation under this Agreement, the Broker(s), if successful, shall be entitled to receive all costs, including a reasonable
110 attorney's fee. If you have any questions regarding the terms and content of this contract, please do not hesitate to ask or consult legal
111 counsel.

112 _____	_____	_____
113 Seller (Print)	Seller Signature	Date/Time
114 _____	_____	_____
115 Seller (Print)	Seller Signature	Date/Time
116 _____	_____	_____
117 Seller (Print)	Seller Signature	Date/Time
118 _____	_____	_____
119 Seller (Print)	Seller Signature	Date/Time
120 _____	_____	_____
121 REALTOR® Full Name (Print)	REALTOR® Signature	Date/Time
122 _____	_____	_____
123 Principal Broker Full Name (Print)	Principal Broker Signature	Date/Time

Seller(s) Initial _____
Date/Time _____

Seller(s) Initial _____
Date/Time _____