



EXCLUSIVE AUTHORIZATION TO SELL



This AGREEMENT made as of _____ (Date) by and between:
_____, and
_____, and
_____ (together "Owner")
and B. Jason Patton dba Bay River Realty, 17678 Richmond Road, P.O. Box 656, Callao, Virginia 22435 (the "Broker"), provides:

1) Exclusive right to sell. In consideration of services rendered by Broker to Owner, Owner grants to Broker the exclusive right to sell certain real estate, and all improvements thereon which is owned by Owner and which is hereafter described (the "Property"), during the period commencing on _____ (Date), and expiring at midnight on _____ (Date) (the "initial sales period"), for the price of: (\$ _____)

_____ Dollars (the "Listing Price"), payable in cash, or at such price and on such terms as the parties may agree. See Paragraph 12, below, for seller financing details, if applicable. If Owner is dissatisfied with Broker's reasonable efforts to obtain a purchaser for the Property as set forth herein, Owner may terminate this Agreement at any time after providing a written explanation to Broker, subject to the provisions of Paragraph 5 regarding Broker's Fee for sales or exchanges to a purchaser or purchasers to whom the Property was shown, offered, or introduced by the Broker or broker affiliate during the Contract Period. This Agreement shall automatically renew for additional three-month increments after the initial sales period (or any extension thereof) unless either party (Broker or Owner) delivers written notice of at least thirty days prior to the expiration date (the expiration of the initial sales period or the extended expiration date), stating that they wish to terminate this Agreement.

2) Reasonable efforts to obtain a purchaser. Broker agrees to make reasonable efforts to obtain a purchaser for the Property during the initial period of time and any extension thereof (together the "Contract Period").

3) Property description. The Property is located in the County of _____ and is described more particularly as:

Table with 2 columns: Property details and descriptions. Rows include: Magisterial District / Subdivision, Section/Lot/Block/Parcel # / Total Acreage/Total # of Parcels, Tax Parcel ID #(s) / Deed Book and Page #s or Instrument #.

911 Address or Other Description

4) Personal property included in sale. The following personal property shall convey with and be included in Broker's reasonable efforts to obtain a purchaser for the Property:

Four horizontal lines for listing personal property.

5) **Broker's fees.** If the Property is sold or exchanged within the Contract Period, Owner agrees to pay Broker a fee of _____ % of the sale price of the Property (the "Fee"). Additionally, the Fee shall include the following additional fees for the following additional items:

Additional Fees

Amount	Description
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____

The Fee shall be payable to Broker if the Property is sold within the Contract Period, regardless whether it is sold by Broker or by Owner with or without Broker's assistance.

- a) ***Sale after the Contract Period.*** If within 90 days of the Contract Period's expiration the Property is sold or exchanged by Broker, by Owner, or by any other person, to a purchaser or purchasers to whom the Property was shown, offered, or introduced by the Broker, or by any broker or salesperson employed by or affiliated with Broker (a "broker affiliate"), Owner agrees to pay Broker the Fee. Despite the foregoing, Owner shall not be obligated to pay the Fee to Broker if, after the Contract Period's expiration, Owner enters into an exclusive authorization to sell or exchange the Property with a licensed broker or salesperson, other than Broker or a broker affiliate, and the Property is sold or exchanged pursuant to such exclusive authorization. For purposes of this Agreement, if an offer is presented to Owner within the Contract Period but (i) is accepted by Owner after the Contract Period's expiration, or (ii) Owner makes a counteroffer that the purchaser accepts after the Contract Period's expiration, the Owner shall pay Broker the Fee as if the Property had been sold during the Contract Period.
- b) ***Purchaser's default.*** If, after a valid contract for the purchase of the Property is executed by Owner and a purchaser or purchasers, there is a default by such purchaser or purchasers which prevents performance of such contract through no fault of the Owner, Broker agrees that Owner will not be liable for the Fee of Broker and that Broker shall look to such defaulting purchaser or purchasers for compensation relating to such contract. Owner agrees if such a default occurs, this exclusive authorization to sell shall remain in effect until its expiration and that payment of the Fee by such defaulting purchaser or purchasers shall not satisfy an obligation that may arise if, after to such default, another valid contract for the purchase of the Property is brought about by Broker.
- c) ***Owner's default.*** If after a valid contract for the purchase of the Property is executed by Owner and a purchaser or purchasers, there is a default by Owner which prevents performance of such contract through no fault of Broker, or if Owner fails to fully perform the obligations of Owner set forth herein, the Owner shall be liable to Broker for the Fee, as compensation for its services hereunder, and the reasonable attorney's fees and expenses incurred by Broker, if any, in enforcing the terms and conditions hereof.

6) **Dual agency.** Owner acknowledges that Broker may represent buyers, some of whom may wish to see or consider the Property. Owner consents to Broker's showing the Property to Broker's buyer clients who may be interested in the Property. If Broker shows the Property to a buyer client who wishes to make an offer on the Property, then a dual representation by Broker will exist, and Broker shall so inform Owner and the buyer client and obtain both parties' written consent. Broker will remain impartial to both parties in a dual representation. Owner understands that Broker shall not be liable to either party

for refusing or failing to disclose information that in Broker's sole discretion might harm one party, or benefit the other, or both, except Broker may disclose to any purchaser any known material defects in the Property or any other matter that must be disclosed by law. Broker will not disclose (a) to the purchaser information about what price Owner will accept other than the Listing Price, or (b) to Owner information about what price the purchaser will pay other than the written offered price. Owner understands that Owner and purchaser have the responsibility of making their own decisions as to what terms are to be included in any purchase agreement. Owner acknowledges that Broker may be limited in its ability to represent Owner and purchaser fully and exclusively. Owner may seek independent legal counsel to assist with any matter relating to a transaction arising from the dual representation. Except for breach of this Agreement, Broker shall not be liable for any claims, damages, losses, expenses or liabilities arising from Broker's role as a dual representative.

- a) When acting as a dual representative, the Broker:
 - i) Will treat Owner and purchaser honestly;
 - ii) May help the purchaser to arrange for property inspections;
 - iii) May explain closing costs and procedures;
 - iv) May help the purchaser compare financing alternatives;
 - v) May provide information about comparable properties so Owner and the purchaser may make an educated decision about the price to be contained in the purchase agreement; and
 - vi) Will work diligently to facilitate the sale and will work with Owner's and the purchaser's lawyers, tax accountants, inspectors and other advisors in order to expedite the closing.

- b) When acting as a dual representative, Broker may not:
 - i) Disclose confidential information that Broker may know about either Owner or the purchaser (including but not necessarily limited to motivation to sell or buy, price, terms and/or conditions of sale which are acceptable, and negotiating strategy) without written permission of the relevant party;
 - ii) Disclose the price the Owner will accept other than the listing price without written permission of Owner;
 - iii) Disclose the price the purchaser is willing to pay other than contained in any offer without written permission of the purchaser;
 - iv) Recommend or give advice regarding the price the purchaser should offer or pay for the Property;
 - v) Recommend or give advice regarding the terms and conditions of sale the purchaser should offer for the Property;
 - vi) Recommend or give advice regarding the price Owner should accept or that should form the basis of a counteroffer; or
 - vii) Recommend or give advice regarding the terms and conditions of sale Owner should accept or that should form the basis of a counteroffer.

7) **Marketing efforts.**

- a) Owner hereby authorizes Broker to submit pertinent information concerning the listing of the Property (including information which may be provided on a separate form or document) to any Multiple Listing Service “MLS” serving the geographic area in which the Property is located and of which Broker is a member to distribute such information to other brokers, and to solicit other brokers’ cooperation in securing a purchaser for the Property. Owner authorizes Broker to make an offer of cooperation and compensation to all participants of the MLS. Broker is authorized to show the Property to and to make access available to cooperating brokers and their clients, whether such brokers are acting as buyer representatives, or as subagents of Broker, or otherwise. Broker will offer to all cooperating broker’s compensation in the amount of 50% of the total brokerage fee.
- b) A detailed marketing exhibit **is** **is not** attached with this Agreement for the purpose of identifying which advertising media will be used and which party (Owner or Broker) is responsible for each marketing item. If a detailed marketing exhibit is not attached, it is understood that Broker will make reasonable efforts to expose Property to as many people as possible. In the exercise of its reasonable efforts to obtain a purchaser, Broker may, in its sole discretion, make decisions as to what forms of advertising are most effective in exposing/promoting Property.
- c) In advertising the Property on third-party sites (Zillow, Trulia, Realtor.com, etc.), Owner acknowledges that Broker has no control over estimated market values of the Property that may be posted on these sites. These estimates values are often inaccurate and do not always reflect local market conditions or values. Some third-party sites also allow reviews and comments to be posted about Property and these reviews/comments are not always positive in nature. Photos and data listed on third-party sites are pulled from various sources, and Broker does not have full control over which photos and data are displayed. Broker shall not be held responsible for data posted on any third-party site that is inaccurate or does not promote Property in a positive manner.

8) **Pre-marketing.** A “Pre-Marketing Preparation List” **is** **is not** attached with this Agreement. If said “Pre-Marketing Preparation List” is attached, it is understood that before Broker shall have any duty to obtain a purchaser for the Property, and in any case not later than _____ (Date), Owner shall complete the pre-marketing tasks prior to showing or offering the Property to any prospective purchaser, but the Contract Period shall not be extended, nor shall Broker receive any additional compensation, except as agreed in Paragraph 5 herein.

9) **Lock box.** Owner hereby **authorizes** **does not authorize** Broker to place a lock box on the Property.

10) **Virginia Property Owners’ Association and Condominium Acts.**

- a) Owner represents that the Property **is** or **is not** located within a development subject to the Virginia Property Owners’ Association Act, Virginia Code section 55-508 *et seq.* (“POA”). If POA applies to the Property, Owner must provide prospective purchasers an association disclosure packet.
- b) Owner represents that the Property **is** or **is not** located within a development that is subject to the Virginia Condominium Act, Virginia Code section 55-79.39 *et seq.* (the “Condominium Act”). If the Property is subject to the Condominium Act, Owner must provide a resale certificate to any prospective purchaser.

- c) Purchasers may cancel their purchase agreement with Owner within 3 or 6 days (depending on the manner of delivery) after receiving an association disclosure packet or resale certificate. The right to receive an association disclosure packet or resale certificate and the right to cancel their contract are waived conclusively if not exercised before settlement.

11) **Residential property disclosures.** The Virginia Residential Property Disclosure Act, Virginia Code section 55-517 *et seq.* requires the owner of residential real property to furnish the purchaser a disclosure statement in a form provided by the Virginia Real Estate Board, containing certain information and disclosures and stating that the owner makes no representations or warranties as to the condition of such property and that the property is being sold “as is” with all defects that may exist, if any, except as otherwise provided in the purchase contract. Failure to make such disclosure in a timely manner or any misrepresentation contained in the disclosure may result in termination of the purchase contract or an award of damages to the purchaser. Broker will furnish Owner with the appropriate disclosure form for completion by Owner, if necessary. A residential property disclosure is or is not attached.

12) **Seller financing.** Owner will or will not offer seller financing to provide a loan to a purchaser of the Property in accordance with the guidelines in the attached Exhibit “B.”

13) **Lead disclosure required.** A lead disclosure is or is not required (for homes build in 1978 or before).

14) **Home warranty.** Owner will or will not provide a home warranty as an inducement to prospective purchasers of the Property.

15) **Attorney’s fees.** In any action brought by Broker or Owner under this Agreement, the prevailing party or parties in such action shall be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, reasonable attorney’s fees and costs expended or incurred in prosecuting or defending such action.

16) **Venue.** The state and federal courts of Northumberland County, Virginia, shall be the exclusive venue for all disputes arising out of this Agreement.

17) **Severability.** Should any provision of this Agreement be found to be invalid or unenforceable for any reason, all other provisions shall stand with full force and effect.

18) **Entire agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous written or oral agreements.

19) **Authority to sign.** The Parties have all requisite power and authority to execute and deliver and to perform all of their respective obligations under this Agreement and all instruments and other documents made, executed and delivered by them in connection with this Agreement. The execution, delivery and performance of this Agreement have been duly authorized by all necessary parties and do not, and will not, require any consent or approval of any person that has not already been obtained, except as otherwise contemplated hereby.

20) **Signature in counterparts.** This Agreement may be executed in any number of counterparts, which, taken collectively, shall be considered an original document. Additionally, a facsimile signature transmitted by facsimile or PDF may serve as an original.

21) **Electronic Signatures.** In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement as well as any future

purchase agreements, addendums, disclosures, and other documents pertaining to the sale of the Property. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

22) **Miscellaneous terms.** The following additional terms shall apply:

23) **Owner's contact information.** Owner agrees to notify Broker immediately of any change to its current mailing address, telephone number, or email. Owner's current contact information is as follows:

Owner 1

Name

Mailing Address

City, State Zip

Telephone Number

Additional Telephone Number(s)

Email Address

Owner 2

Name

Mailing Address

City, State Zip

Telephone Number

Additional Telephone Number(s)

Email Address

Owner 3

Name

Mailing Address

City, State Zip

Telephone Number

Additional Telephone Number(s)

Email Address

Owner 4

Name

Mailing Address

City, State Zip

Telephone Number

Additional Telephone Number(s)

Email Address

Witness the following duly authorized signatures

OWNER

_____ Owner	_____ Date
_____ Owner	_____ Date
_____ Owner	_____ Date
_____ Owner	_____ Date

BROKER

B. Jason Patton, dba
Bay River Realty
17678 Richmond Road
P.O. Box 656
Callao, VA 22435
(804) 529-5000 Office
(540) 526-9391 Fax
(804) 761-6751 Cell
BayRiverRealty.com
JasonPatton@BayRiverRealty.com

By: _____
B. Jason Patton, Principal Broker

_____ Date

By: _____
Sales Associate

_____ Date