

GUTSHALL AND ASSOCIATES
EXCLUSIVE AUTHORIZATION TO SELL

(This is a legally binding contract, if not understood seek competent advice before signing)

This Agreement made as of _____, _____, by and between _____
_____ and _____,

(together the "Owner"); (note: All Owners and Spouses must be parties to and sign this Agreement); and
_____ (the "Broker") provides:

1. In consideration of services rendered by Broker to Owner, Owner grants to Broker the EXCLUSIVE and irrevocable right to sell certain real estate, and all improvements thereon which is owned by Owner and which is hereafter described (all herein called the "Property"), during the period commencing on _____, _____, and expiring at midnight on _____, _____, (the "initial period of time"), for the price of _____ Dollars (\$ _____), payable in cash, or at such price and/or on such terms as may be agreed by the parties.
2. Broker agrees to make reasonable effort to obtain a purchaser for the Property during the initial period of time and any extension.
3. The Property is located in the City/County of _____ and is described as follows: _____
and more commonly known as _____.
4. If the property is sold or exchanged by Broker or by Owner with or without the assistance of Broker within the initial period of time or any extension thereof, Owner agrees to pay Broker a fee of _____ (the "Fee"). If within _____ days after the expiration of the initial period of time or any extension thereof, 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 licensed broker or salesperson employed by or affiliated with Broker, Owner agrees to pay Broker the Fee. Notwithstanding the foregoing, Owner shall not be obligated to pay the Fee to Broker if, after the expiration of the initial period of time or any extension thereof Owner enters into an exclusive authorization to sell or exchange the Property with a licensed broker or salesperson, other than Broker or a licensed broker or salesperson employed by or affiliated with Broker, 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 initial period of time or any extension thereof, but (i) is accepted by Owner after expiration of the initial period of time or any extension thereof, or (ii) Owner makes a counteroffer which is accepted by the purchaser after the expiration of the initial period of time or any extension thereof, the Owner shall pay Broker the Fee as if the Property had been sold during the initial period of time or any extension thereof.
5. Owner hereby authorizes _____ does not authorize _____ Broker to submit pertinent information concerning the listing of the Property (including information which may be provided on a separate form or document) to appropriate advertising mediums in order to advertise the Property in commercially reasonable ways, including the right to place advertisements of the Property on the Internet(R) communications network.
6. Broker is authorized to make an offer of cooperation and compensation to all participants of any MLS. Broker has informed Owner that some potential buyers may elect to employ the services of their own representatives (the "buyer representatives"). Broker is authorized to show the Property and to make access available to buyer representatives and their clients and to offer and pay compensation to them on the same basis as subagents. Owner is not obligated to permit subagency. Broker shall offer compensation as indicated: Subagency compensation _____ . Buyer agency compensation _____.
7. Owner acknowledges that Broker, in the course of its business, 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 the Broker will exist and either
 - (i) Broker may request the consent of Owner and Broker's buyer client to assign different licensees affiliated with Broker as designated representatives to represent respectively, Owner and Broker's buyer client to the exclusion of all other licensees of broker. Such designated representatives shall not be considered dual representatives under Virginia law and shall not be limited in their ability to represent the client to whom they are designated in the transaction. The principal or supervision broker who is supervising the transaction shall be considered a dual representative of both owner and Broker's buyer client, and such broker's ability to represent both clients will be limited. Broker shall not disclose to either client or such client's designated representative any information that has been given to the dual representative by the other client within the confidence and trust of the brokerage relationship, unless the disclosure is required by law or consented to in writing by the affected party. Broker will obtain the written consent of the buyer to the designation of representatives not later than the time an offer to purchase the Property is delivered to buyer's representative, and from Owner prior to the time such offer is presented to Owner; or
 - (ii) In the event Broker does not so designate representative to represent Owner and Broker's buyer client, Broker will be acting as the representative for the buyer and seller in the same transaction. Broker may act as such a dual representative only with the knowledge and informed written consent of all parties to the transaction. In any such transaction, there is a limitation on Broker's ability to represent either buyer or seller fully and exclusively. In the Standard Provisions of this Agreement is a disclosure (Item M) explaining more fully the roles and responsibilities of a buyer, seller, and representative in the event of a dual representation. Owner agrees that prior to considering any offer on the Property from a buyer client of Broker, owner will enter into a written acknowledgment of and consents to a dual representation on the part of Broker and will confirm the disclosure of the dual representation described in this Agreement.

Please initial: Broker _____ Owner _____

8. Owner represents to Broker that the Property is _____ is not _____ located within a development which is subject to the Virginia Property Owners association Act (Section 55-508 through 55-516 of the Code of Virginia) (the "Act"). If the property is within such a development, the Act requires Seller to obtain from the Property Owners' Association an association disclosure packet and provide it to the Purchaser. Purchaser may cancel the purchase agreement with three (3) days after receiving the association disclosure packet or being notified that the association disclosure packet will not be available. The right to receive the association disclosure packet and the right to cancel this Contract are waived conclusively if not exercised before settlement. The Association may charge up to \$100 for the preparation and issuance of the disclosure packet.
9. Owner acknowledges that Broker shall disclose to potential purchasers of the Property all material adverse facts pertaining to the physical condition of the Property actually known by the Broker.
10. The Virginia Residential Property Disclosure Act (Section 55-517 through 55-525 of the Code of Virginia) requires the owner of residential real property to furnish the purchaser of such property either (i) a disclaimer statement in a form provided by the Virginia Real Estate Board (the "Board") 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 which may exist, if any, except as otherwise provided in the purchase contract, or (ii) a disclosure statement disclosing those items relative to the physical condition of the property contained in a form provided by the Board. Failure to make such disclaimer or disclosure in a timely manner or any misrepresentation contained in the disclosure may result in a termination of the purchase contract or an award of damages to the purchaser. Broker will furnish Owner with the appropriate disclaimer or disclosure form for completion by Owner.
11. Other Terms: (Use this space for additional terms not covered in this Agreement.) _____

 - a. Owner to provide water and septic inspection report within 30 days prior to closing.
 - b. Owner to provide wood infestation inspection report within 30 days prior to closing.
 - c. Showing Instructions: _____.
12. Owner is advised that because some buyers may employ the services of buyer representatives, Owner should not disclose confidential information to prospective buyers or to real estate licensees other than Broker.
13. All of the Standard Provisions are incorporated herein by reference and apply to this Agreement, unless expressly modified in paragraph 11.
14. Seller stipulates that a good faith deposit of \$ _____ is required on all offers to purchase, presented on this property.

Witness the following duly authorized signatures and seals:

_____ Date / Owner	_____ Date / Owner
_____ Date / Owner	_____ Date / Owner
_____ Date / Broker	

STANDARD PROVISIONS

- A. In accordance with the Regulations of the Real Estate Board of Virginia, Broker hereby discloses to Owner that Broker's salespeople are the representatives of Owner in connection with marketing the Property under this Agreement. As such, Broker and its salespeople owe Owner duties of loyalty and faithfulness. At the same time, brokers and their salespeople are required to treat all parties to a transaction honestly. Without breaching their duties to Owner, Broker and its salespeople may provide prospective purchasers with information about the Property and may assist a prospective purchaser in preparing an offer to purchase the Property. Broker and its salespeople have a duty to respond accurately to a prospective purchaser's questions and to submit to Owner all offers to purchase the Property.
- B. This Agreement is intended solely to define the relationship between Owner and Broker. It is not intended to be an offer to sell to a third party, nor may any third party rely upon it as such an offer. Further, this Agreement does not confer upon Broker the power or authority to either make or accept an offer or counteroffer to sell the Property. The Property may be sold only by a written agreement executed by Owner, or by an attorney-in-fact for Owner under a written power of attorney. Broker's authority hereunder shall be limited to marketing the Property for sale and such activities as are necessary or incidental thereto, including without limitation accepting and holding an earnest money deposit in accordance with the Regulations of the Real Estate Board of Virginia.
- C. If Owner should withdraw the Property from the market during the initial period of time or any extension thereof, without written agreement from Broker, or otherwise prevents Broker from selling the Property during the initial period of time or any extension thereof, Owner agrees to pay Broker the Fee set forth in paragraph 4 as compensation for its services hereunder.
- D. 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 that if such a default occurs, this exclusive authorization to sell shall remain in effect between the Owner and Broker until its expiration and that payment of the Fee of Broker by such defaulting purchaser or purchasers shall not satisfy an obligation which may arise if, subsequent to such default, another valid contract for the purchase of the Property is brought about by Broker.
- E. If, (i) 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 (ii) 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. 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 attorneys fees and costs expended or incurred in prosecuting or defending such action.
- F. Owner agrees that during the initial period of time or any extension thereof Broker is authorized to place "FOR SALE" signs on the Property, to remove any other "FOR SALE" signs and to take all appropriate action to bring about a sale of the Property. Owner agrees to make the Property available to Broker and real estate brokers and salespersons employed by or affiliated with Broker at all reasonable hours for showing to prospective purchasers. Owner also agrees to refer to Broker all inquiries or offers which Owner may receive regarding the Property.
- G. In the event of a sale of the Property, Owner agrees to convey the Property to any purchaser or purchasers by general warranty deed with the usual English covenants of title and free and clear from all encumbrances, tenancies, and liens (for taxes or otherwise), but subject to applicable easements and restrictive covenants of record not adversely affecting the use of the Property, and subject, in all events, to the specific terms and conditions contained in the contract of sale.

- H. Owner understands and agrees that in consideration of the use of the services and facilities of Broker, that neither Broker or its employees, nor any real estate broker or salesperson employed by or affiliated with Broker showing the Property to purchaser or prospective purchasers, shall be liable for any vandalism, theft or damage or any nature whatsoever to the Property or its contents during the initial period of time and any extension thereof, and Owner waives any and all right, claims, and causes of action against any of them and holds them harmless for any property damage or personal injury arising from the use of or access to the Property by any person during the initial period of time and any extension thereof, but excluding property damage or personal injury arising out of their own negligence.
- I. If Owner has completed and signed an "Information on Residential Property" form, or any comparable form providing relevant information about the Property, Owner represents and warrants that to the best of Owner's knowledge and belief the information set forth therein or in the disclaimer or disclosure form completed in compliance with the Virginia Residential Property Disclosure Act is true and correct as of the date thereof and hereof, and that Owner will update such information promptly in the event of a material change in the information contained therein. The parties agree that such information is incorporated into and constitutes a part of this Agreement.
- J. This Agreement may not be modified or changed except by written instrument executed by the parties, and it shall be construed, interpreted, and applied according to the laws of the Commonwealth of Virginia. It shall be binding upon and shall inure to the benefits of the heirs, personal representatives, successors, and assigns of the parties.
- K. Owner understands that he or she has the right to choose any attorney to prepare the deed to the Property or to otherwise represent Owner in connection with the sale of the Property.
- L. In the sale, purchase, exchange, rental, or lease of real property, Broker has the responsibility to offer equal service to all clients and prospects without regard to race, color, religion, national origin, sex, elderliness, familial status, or handicap.
- M. If the Property is shown to a prospective buyer who is represented by Broker and such buyer client of Broker wishes to make an offer on the Property, and Broker has not designated representatives to represent Owner and buyer, the Broker will be acting as a representative for both Owner and buyer in the transaction. In such a transaction, Broker will make every reasonable effort to remain impartial to Owner and buyer. Owner understands that Broker shall not be liable to either party for refusing or failing to disclose information which, in the sole discretion of Broker, would harm one party's bargaining position and would benefit the other party. However, Broker shall not be prevented from disclosing to the buyer any known material defects in the Property or any other matter that must be disclosed by law and/or regulation. Broker will not disclose (a) to the buyer information about what price Owner will accept other than the Listing Price, or (b) to Owner information about what price the buyer will pay other than any written offered price. In the event that Owner and the buyer do not enter into an agreement for the purchase of the Property (the "Purchase Agreement"), or in the event the Purchase Agreement does not close by the closing date set forth in the Purchase Agreement, Broker's dual representation is terminated. Owner understands that Owner may seek independent legal counsel in order to assist with any matter relating to a Purchase Agreement or to the transaction which is the subject matter of a Purchase Agreement. Broker shall not be liable for any claims, damages, losses, expenses or liabilities arising from the Broker's role as a dual representative.
- N. Any other terms or conditions: _____