

**LISTING CONTRACT
EXCLUSIVE RIGHT TO SELL AGREEMENT**

OWNER(S): _____
(LAST NAME) (FIRST NAME) (LAST NAME) (FIRST NAME)

ADDRESS: _____
STREET CITY STATE ZIP

PROPERTY: UNIT: _____ INTERVAL/ROTATION: _____

TELEPHONE: _____
(HOME) (WORK)

Have You exchanged your Interval for any period affecting this Agreement? Yes No (Circle One)

TERMS AND CONDITIONS

1. **BROKER'S RIGHTS.** You hereby grant to WOOD HAVEN REALTY CO. ("Broker") the irrevocable right to sell your property for the sale price of \$ _____ or at any other price which may be accepted by You in writing.
2. **TERM.** This Agreement shall be in effect for _____ (Maximum one year) from the date accepted by Broker.
3. **COMMISSION.** If the property is sold or exchanged during the term of this contract by You, Broker or any other person, You agree to pay Broker a commission of 20% of the gross sale price. BROKER EARNS ITS COMMISSION REGARDLESS OF WHO MAKES THE SALE.
4. **RIGHT TO COMMISSION AFTER TERMINATION.** After termination of this Agreement, Broker's authority shall continue as to negotiations pending at the time of termination, and if after such termination the property is sold or exchanged to any person to whom the Broker shall have introduced to You or negotiated with during the term of this Agreement, the commission shall be paid to Broker by You.
5. **OFFERS.** Offers to purchase will only be accepted by Broker with 20% earnest money paid by the prospective purchaser. If Broker transmits an offer for the listed price to You and the offer is refused, You must pay the entire commission to the Broker.
6. **CLOSING COSTS.** You shall be responsible for payment of one-half of the realty transfer taxes, deed preparation, and the attorney's fees, if any. Otherwise, all closing costs (other than Broker's commission) shall be paid by the purchaser. Purchaser pays the annual assessment if the Interval follows the closing in same year. If the Interval precedes the closing, the annual assessment for that year, if unpaid, will be deducted from amount due You and will be remitted to Interval Management, Inc. by Broker.
7. **DEFAULT BY PURCHASER.** In case of default by a purchaser, any deposits or earnest money paid by the purchaser shall be kept by Broker in lieu of the commission. In no case, however will the Broker retain more than 20% of the listed sale price; any monies received by Broker in excess of this amount will be remitted to You.
8. **ESCROW.** All payments on account of transactions arising out of this Agreement shall be retained in escrow in accordance with the real estate licensing laws of the State of Pennsylvania.
9. **YOUR REPRESENTATIONS.** You represent that You have the legal right to sell the property and to enter into this Agreement, and that You have not listed the property for sale with any other broker. If the property has previously been listed with another broker, You may be liable for two commissions.
10. **FINANCING THROUGH BROKER.** You agree that in the event that purchaser(s) seek to obtain financing through Broker for the above property and Broker agrees to seek said financing, You will cause title to the Interval to be conveyed, either by deed or other appropriate legal instrument, to such Trustee or other entity specified by and acceptable to both the Broker and the Lender financing the purchase in order to facilitate a valid, binding and enforceable lien against the Interval.
11. **EXCHANGED INTERVAL.** If You have exchanged the Interval, it is required that:
 - a. Purchaser must be notified of said exchange;
 - b. Purchaser, upon said notification, may elect to rescind this Agreement, making it null and void and, as a result, all down payment money shall be refunded to purchaser;
 - c. If Purchaser agrees to complete the transaction upon notification of your exchange, then You shall be responsible to pay the association fees for that year.
12. **BROKER MAKES NO REPRESENTATION OR WARRANTIES.** No warranties or representations are made by Broker. You agree that this Agreement is entered into without any reliance upon any representation made by Broker or any agent, salesperson or employee thereof.
13. **VIP PROGRAM.** You may not participate in the Shawnee VIP Program once your Interval is listed for sale.
14. **RECOVERY FUND.** Pennsylvania has a Real Estate Recovery Fund (the "Fund") to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).
15. **NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA.** Federal and state laws make it illegal for You, Broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OR RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.
16. **ENTIRE AGREEMENT.** This instrument contains the entire Agreement between the parties and shall be binding upon their heirs, executors and assigns. No modification of the Agreement shall be valid or binding unless set forth in writing dated and signed by the parties hereto. If any provision of this Agreement is declared invalid or unenforceable by any tribunal, the remaining provisions shall not be affected thereby.

NOTICE BEFORE SIGNING: IF YOU HAVE LEGAL QUESTIONS, YOU ARE ADVISED TO CONSULT AN ATTORNEY.

OWNER(S) _____
(Signature) (Date) (Signature) (Date)

WOOD HAVEN REALTY, CO.

ACCEPTED BY: _____
(Date)