

Exclusive Right to Sell Agreement

1. **Seller:** Seller as owner or having the right and power to act for the owner of the following property (the "Property") hereby authorizes Broker, to offer for sale the Property at the price and terms stated below.

2. **Property:** _____, Ohio _____
(Street Address) (Municipality) (Zip)

Perm. Parcel or Tax I.D. No. _____ Described as: _____

3. **Price:** \$ _____

4. **Exclusive right to sell:** In consideration of Broker's agreement to diligently work to secure a Purchaser for the Property, Seller hereby grants to Broker the sole and exclusive right to sell the Property from _____ through midnight on _____ 20 _____. (The "Exclusive Period"). In the event of sale or exchange of the Property at the price and terms stated, or such other price and terms as may be acceptable to Seller, Seller agrees to pay Broker a commission, on the full purchase or exchange price, of _____ Percent _____. (%)

5. **Protection Period:** Seller agrees to refer to Broker all real estate licensees, customers, or prospects who may come to Seller directly during the Exclusive Period or any extension thereof. In the event of any sale or exchange of the Property within six (6) months after the Exclusive Period (or any extension thereof) has expired, it is further agreed that the Seller will pay the commission described above if the Purchaser had contact with Broker, or any real estate licensee regarding the purchase of the Property during the Exclusive Period (or any extension thereof), and Seller knew or had been advised in writing of such contact. However, Seller shall not be obligated to pay said commission if Seller enters into a written exclusive right to sell agreement with another real estate Broker during such six month Protection Period.

6. **Authorization to Market:** Broker is authorized in its sole discretion, to place a for sale sign on the property, if permitted by law, to remove all other such signs, to place a lock box on the property, to have access to the property at all reasonable times for the purpose of showing it to prospective purchasers, to cooperate with other brokers and to use pictures of same for promotional purposes. The property shall be entered into the multiple listing service subject to the rules and regulations of that service.

7. **Fair Housing:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Ohio Revised Code and the Federal Fair Housing Law, 42 U.S.C.A., Section 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin, or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

8. **Seller's Property Descriptions:** I understand that the information which I provided to the Broker as listing information will be used to advertise my property to the public and it is essential that this information be accurate. I HAVE REVIEWED THE MLS LISTING INPUT SHEET AND REPRESENT THAT THE INFORMATION CONTAINED IN IT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. Though I am listing my property in its present physical condition ("as is" condition), I understand that I may be held responsible by a Purchaser for any latent or hidden undisclosed defects in my property which are known to me but which are not disclosed to the Purchaser at time of sale. I have completed the "RESIDENTIAL PROPERTY DISCLOSURE FORM." I understand that the Disclosure and its contents will be shared with prospective Purchasers, and with any person or entity in connection with the actual or anticipated sale of this property. I further agree to disclose any additional items which may become known to me prior to recording of the deed. I understand that if prior to the acceptance of a purchase agreement, I do not provide said "RESIDENTIAL PROPERTY DISCLOSURE FORM," to the purchaser, then the purchaser may rescind the purchase agreement without penalty. I AM AWARE OF NO OTHER PROBLEMS OR DEFECTS IN THE PROPERTY, EXCEPT AS STATED WITHIN THE RESIDENTIAL PROPERTY DISCLOSURE FORM.

9. **Title:** Title will be conveyed to the Purchaser or nominee by appropriate deed, with release of dower, if any, and Seller shall pay for a title search and one half (1/2) of the premium for an Owners Policy of the Title Insurance issued in the amount of the purchase price insuring title except for allowable exceptions appearing in the Purchase Agreement.

10. **Appurtenant Fixtures** Items such as wall-to-wall carpeting, garage door openers, smoke detectors, built-in appliances, light fixtures, landscaping and many indoor and outdoor decorative items may legally be "fixtures" and if so they must remain with the property unless specifically excluded in the Purchase Agreement. Discuss this matter with your agent/Broker to avoid uncertainty regarding what you may take and what should remain with the property and make specific provisions for these items in the Purchase agreement. Excluded fixtures:

11. **Home Warranty:** I agree to provide not to provide a limited home warranty program from _____ at a charge of \$ _____ plus options, if any. I acknowledge that the home warranty program is a limited warranty with a deductible. I acknowledge receipt of the application for such home warranty program.

12. **Municipal Required Inspections:** I agree to apply for and obtain any inspections and/or certificates required by law and shall place said document(s) in escrow. The responsibility for curing said violations shall be assumed by the seller, purchaser.

13. **Fees to Sub Agents/Buyer' Agents and Dual Agents:** Owner authorizes Broker to list the Property in any Multiple Listing Service. Owner authorizes Broker to offer compensation in accordance with Broker's company policy, which is to offer compensation to: (check if applicable)

Subagents Compensation amount _____
 Buyer Brokers Compensation amount _____

(State compensation as dollar amount or percentage of sales price)

Owner (check one) has has not received Broker's written disclosure of its Consumer Guide policy on agency relationships.

If a prospective buyer of the Property is represented by Broker, or any other agent of Broker, or if the prospective buyer is an employee or agent of Broker, Broker will be considered a "dual agent" (that is agent of both Owner and the Buyer) in the transaction. If this situation arises, Owner is willing permit Broker's dual agency role, subject to Owner's approval of a dual agency consent agreement in accordance with Ohio law setting forth the rights and obligations of the parties.

14. **Lead Based Paint Disclosure:** Owner has been advised that if the Property contains housing constructed before 1978, Owner is required (a) to provide to the purchaser a federally approved lead hazard information pamphlet; (b) to disclose to Broker and the purchaser the presence of any known lead based paint and/or lead based paint hazards on the Property; and (c) to provide to Broker and the purchaser any additional information, records or reports in Owners possession or available to Owner pertaining to lead based paint hazards in the Property. In addition Owner must provide to Purchaser a 10-day opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead based paint hazards, unless waived by the purchaser in writing. Finally, any contract for the sale of the Property shall include an attachment containing a Lead Warning Statement as well as the information and disclosure described above. Owner agrees to comply with these requirements and to indemnify, defend and hold Broker harmless any claims, damages, losses or expenses, including attorney's fees, arising from Owner's violation of these requirements.

The word "I" in this agreement shall mean all sellers, jointly and severally, who have signed this agreement. I understand that this agreement does not guarantee the sale of my property. I hereby acknowledge receipt of a signed copy of this agreement. (If seller is married both signatures are required)

ACCEPTED:

Date: _____ Date: _____

Agent: _____ Owner: _____

Office: _____ Owner: _____

Phone: _____ Address: _____

Phone: _____

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF YOU HAVE ANY QUESTIONS OF LAW, CONSULT YOUR ATTORNEY.

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