

Exclusive Right to Sell

A product of the
CINCINNATI AREA BOARD OF REALTORS®, INC.

Approved by Board Legal Counsel

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your REALTOR®.)



1 _____, Ohio, _____
NAME OF LISTING REALTOR® FIRM DATE

2 **APPOINTMENT OF REALTOR®:** The undersigned owner(s) (hereinafter referred to as "Seller"), being desirous of selling the following-described real estate ("Real Estate"): _____ together with all improvements thereon and with all appurtenant rights and easements, hereby employs the undersigned REALTOR® Firm ("REALTOR®") as Seller's exclusive agent and grants to it the exclusive right, without reservation, until midnight of the _____ day of _____ ("Expiration Date") to sell the Real Estate for the sum of \$ _____ ("Listed Price"), or to sell or exchange it on any other terms which are acceptable to the Seller.

3 **REALTOR® ACCEPTANCE:** REALTOR® accepts employment and agrees, in consideration of agreements by the Seller, to use its best efforts to sell the Real Estate.

4 **INCLUSIONS/EXCLUSIONS OF SALE:** The Real Estate shall include the land, together with all improvements thereon, all appurtenant rights, privileges, easements, fixtures and all of, but not limited to, the following items if they are now located on the Real Estate and used in connection therewith: electrical; plumbing; heating and air conditioning equipment, including window units; bathroom fixtures; shades; blinds; awnings; curtain/drapery/traverse rods; window/door screens, storm windows/doors; shrubbery/landscaping; affixed mirrors/floor covering; wall-to-wall, inlaid and stair carpeting (attached or otherwise); fireplace inserts; fireplace screens/glass doors; wood stove; gas logs and starters; television aerials/rotor operating boxes/satellite dishes (including unleased components); water softeners; water purifiers; garage door openers/operating devices; built-in ranges/ovens/microwaves/refrigerators/dishwashers/garbage disposers/trash compactors/humidifiers; central vacuum systems and equipment; all security alarm systems and controls; all affixed/built-in furniture/fixtures; utility/storage buildings or sheds; inground/above ground swimming pools and equipment; swing sets/play sets; permanently affixed basketball backboard/pole; propane tank/oil tank and contents thereof, invisible fence transmitters and collar receivers; and parking space(s) number(s) _____ and storage unit number _____ (where applicable); except the following which are leased in whole or in part (please check appropriate boxes); water softener; security/alarm system; propane tank; satellite dish. **THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE:** _____

Seller certifies that Seller owns all of the above items included in the sale and that they will be free and clear of any debt, lien or encumbrances at Closing except _____; and shall be delivered to Buyer on Possession.

5 **PERSONAL PROPERTY:** The following personal property shall be included in the sale: Refrigerator Stove Dishwasher Microwave Washer Dryer Other: _____

6 **POSSESSION AND OCCUPANCY:** Subject to rights of tenants, possession/occupancy shall be given on or before _____ days from date of closing, or such earlier date that the Seller so notifies the Buyer. Until such time, Seller shall have the right of possession/occupancy free of rent, unless otherwise specified, but shall pay all utilities used. Seller acknowledges and agrees that prior to Buyer taking possession of the Real Estate, Seller shall remove all personal possessions not included in the Purchase Contract and shall remove all debris.

7 **SELLER'S CERTIFICATION:** Seller certifies that all of the above items included in the sale are and will be operational on the date of possession, except: _____. Seller certifies that to the best of Seller's knowledge: (a) the Real Estate is zoned: _____, (b) is located in the following municipality or rural area (i.e. township or city) as shown on the most recent official tax duplicate: _____ (c) is is not located in an Environmental Quality District, (d) is is not located in a Historic District, (e) is is not located in a flood plain, (f) is is not subject to a homeowner association charter established by recorded declaration with mandatory membership, (g) is is not subject to a homeowner association assessment, (h) is is not subject to a maintenance agreement, and (i) no City, County or State orders have been served upon Seller requiring work to be done or improvements performed, except _____. Seller understands that the law requires disclosure of all known material defects adversely affecting the value or desirability of the property and that failure to disclose all known material defects may result in civil liability. Seller represents that except as disclosed in the State of Ohio Residential Property Disclosure Form completed by the Seller and attached to this contract, Seller has no knowledge of and has not notified REALTOR® of any material defects concerning the property. Seller understands that prospective Buyers and other REALTORS® may rely upon the State of Ohio Residential Property Disclosure Form and the assurances by the Seller in this paragraph. Seller shall continue to maintain the Real Estate, including the grounds and improvements thereon, in good condition and repair until possession is given to Buyer. Inspections regarding the habitability and use of the Real Estate shall be the responsibility of the Buyer.

8 **LEAD-BASED PAINT CERTIFICATION:** Seller agrees to complete a federal-mandated lead based paint disclosure form if home is built prior to 1978.

9 **RESIDENTIAL PROPERTY DISCLOSURE FORM:** Seller agrees to complete a state-mandated property disclosure form.

Seller's initials _____

Date: _____

10 **HOMEOWNER ASSOCIATION/CONDOMINIUM/LANDMINIUM DECLARATIONS, BYLAWS AND ARTICLES:** If applicable, Seller will provide Buyer with a current copy of the Association Declaration, financial statements, Rules and Regulations, architectural standards (to the extent they are not included in the Rules and Restrictions) the Bylaws and the Articles of Incorporation and other pertinent documents as requested.

11 **CONVEYANCE AND STATUS OF TITLE:** Seller agrees to execute all documents required by the closing/escrow agent. Seller shall be responsible for transfer taxes, conveyance fees, deed preparation, the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Real Estate as required by a purchase contract; and shall convey marketable title to the Real Estate by deed of general warranty or fiduciary deed, if applicable, in fee simple absolute, with release of dower. Title shall be free, clear and unencumbered as of Closing, (1) except covenants, conditions, restrictions and easements of record which do not adversely affect the use of the real estate, (2) except _____ and (3) except the following assessments (certified or otherwise): _____

_____. Seller shall have the right at Closing to pay out of the Purchase Price any and all encumbrances or liens. List all persons or entities, including yourself, who own any portion of the Property and/or have an ownership interest in the Property (dower/ownership rights): _____

12 **PRORATIONS:** There shall be prorated between Seller and Buyer as of Closing: (a) real estate taxes and installments of assessments as shown on the most recent official tax duplicate available as of the date of Closing, (b) homeowner/condominium association assessments and other charges imposed by the association under the terms of the Association/Condominium Documents, as shown on the most recent official Association statement, and/or, (c) rents and operating expenses if the Real Estate is rented to tenants. Security and/or damage deposits held by Seller shall be transferred to Buyer at Closing without proration.

13 **REALTOR'S FEE:** Seller agrees to pay REALTOR® a commission ("Commission") of _____ % of the gross selling price regardless of agency relationships, in the event that, within the exclusive listing period (a) Seller conveys or agrees to convey the Real Estate; or (b) REALTOR® or any person procures a written offer to purchase from a Buyer who is ready, willing and able to purchase the Real Estate for the listed price or any other price acceptable to Seller, unless the closing does not take place due to no fault of the seller. REALTOR® is authorized to pay _____ to any broker that has participated in the sale of the Real Estate whether such broker is a subagent of the Seller, an exclusive agent for the Buyer, or a dual agent. Seller acknowledges receiving information concerning subagency, buyer brokerage and dual agency and understands the effect of each on the sale of Seller's property. Seller agrees to execute an Agency Disclosure Statement as required by state law or regulation.

14 **PROTECTION PERIOD:** Seller agrees to pay REALTOR® the Commission if the Seller, acting as Seller's own agent, within _____ days after the Expiration Date, conveys or agrees to convey the Real Estate to any Buyer, whether individually or in combination with others, with whom Seller negotiated during the term hereof, or to any Buyer, whether individually or in combination with others, who was shown the Real Estate by REALTOR® or any person during the term hereof. This clause shall be null and void if the Real Estate has been listed exclusively with another broker by written agreement.

15 **CIVIL RIGHTS:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 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, 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.

16 **MARKETING AUTHORITY:** REALTOR® is authorized to place information about the Real Estate in the Multiple Listing Service of Greater Cincinnati, Inc., or in any other multiple listing service to which REALTOR® is a member. The REALTOR® agrees to file said listing with the M.L.S. in accordance with its Regulations. The REALTOR® and M.L.S. may disclose information pertaining to the Real Estate to M.L.S. participants authorized to receive such information. REALTOR® is further authorized to place information about the Real Estate in informational services and other media to advertise and promote the sale of the Real Estate.

17 **SIGNS:** REALTOR® is authorized to advertise, promote the sale of the Real Estate, erect a "For Sale" sign thereon and, when sold, place a "Sold" sign thereon, except where prohibited by law.

18 **KEY AUTHORIZATION:** Seller authorizes REALTOR® to conduct or allow authorized brokers/agents to conduct key-entry showings of the Real Estate. Seller also authorizes REALTOR® to place a lockbox on the Real Estate for the purpose of conducting or allowing authorized brokers/agents to conduct key-entry showings of the Real Estate. Seller authorizes REALTOR® to allow inspectors, appraisers and other authorized parties as required by the purchase contract access to the Real Estate including, but not limited to, access via the lockbox. Seller represents that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or claims arising from entry to the Real Estate by persons through the above use of the key and hereby holds harmless the listing broker, its agents, salespersons and employees from any loss, claim or damage resulting therefrom.

19 **SELLER'S COOPERATION:** Seller agrees to cooperate with REALTOR® by making the Real Estate available for showing to prospective Buyers, inspectors, appraisers and other authorized parties as required by the purchase contract at reasonable hours. Seller shall disclose to cooperating brokers the existence of this Listing Agreement upon their direct contact with Seller.

20 **EARNEST MONEY DEPOSIT:** REALTOR® is authorized to act as a trust agent to accept and deposit in a trust account upon acceptance of said offers, earnest money deposits from prospective Buyers making written offers to purchase the Real Estate.

21 **HOME WARRANTY:** Seller agrees to offer a limited home warranty, at a cost not to exceed \$ _____, to prospective Buyers, in the marketing of the Real Estate yes no.

22 **COMPREHENSIVE LOSS UNDERWRITING EXCHANGE (C.L.U.E.) REPORT:** Property Insurance companies sometimes use information contained in the C.L.U.E. Report when determining property insurance premiums. Buyer(s) may request that Seller(s) provide a copy of the report on the Real Estate.

Seller's initials _____

Date: _____

23 **DISCLOSED DUAL AGENCY:** In this type of relationship, one agent may represent both parties in a real estate transaction, BUT ONLY IF BOTH PARTIES CONSENT. Disclosed dual agency is most likely to occur when both the Buyer and Seller are represented by the same agent. IF THIS HAPPENS, THE BUYER AND SELLER MUST SIGN A SEPARATE DUAL AGENCY DISCLOSURE STATEMENT that describes the duties and obligations of the dual agent. A dual agent may not disclose any confidential information that would place one party at an advantage over the other party and may not disclose any of the following information without the informed consent of the party to whom the information pertains: 1) that a buyer is willing to pay more than the price offered; 2) that a seller is willing to accept less than the asking price; 3) motivating factors of either party for buying or selling; 4) that a party will agree to financing terms other than those offered; 5) repairs or improvements a seller is willing to make as a condition of sale; and 6) or any concession having an economic impact upon the transaction that either party is willing to make.

24 **INDEMNITY BY SELLER:** Seller recognizes that REALTOR® is relying on all information provided herein or supplied by Seller in connection with the Real Estate, and agrees to indemnify and hold harmless REALTOR®, its employees, salespersons and cooperating brokers from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any misrepresentation made herein by Seller or because of concealment by the Seller.

25 **DISCLOSURE:** REALTOR® is authorized to disclose non-confidential information pertaining to the Real Estate to all parties involved with its marketing and/or sale. REALTOR® is subject to an ethical obligation to disclose the existence of an accepted Contract to Purchase pertaining to the Real Estate to all parties involved with its marketing and/or sale.

26 **ADDITIONAL TERMS AND CONDITIONS:** _____

27 **SEX OFFENDER REGISTRATION AND NOTIFICATION LAWS:** In Ohio and Kentucky, sex offenders are required to notify sheriff's offices when they move into the area. Information regarding said notification may be obtained by contacting the local sheriff's office in Ohio or Kentucky.

28 **SOLE CONTRACT:** The parties agree that this contract constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this agreement shall be made in writing, signed by both parties and copies shall be attached to all copies of this original agreement.

29 **SELLER'S ACKNOWLEDGMENT:** Seller acknowledges that any questions regarding legal liability with regard to any provision in this contract, accompanying disclosure forms and addendums or with regard to Seller's obligations as set forth in a fully executed contract to purchase the Real Estate must be directed to Seller's attorney. Seller acknowledges that Seller has read this contract and the information contained herein is true and accurate to the best of Seller's knowledge and that Seller received a copy of this contract in its completed form.

30 **SELLER'S CERTIFICATION OF AUTHORITY:** Seller certifies that the signatory(ies) below has/have full authority to enter into this agreement and that no additional signatories, spouse or otherwise, are necessary in order to convey the property.

31 **SIGNATURES:**

For: _____
(Print Listing REALTOR® Firm)

(Please Print Seller's Name(s))

By: _____
(Print Listing Salesperson)

(Seller's Signature / Date)

(Salesperson's Signature / Date)

(Seller's Signature / Date)

(Salesperson's Office Phone) (Salesperson's Residence Phone)

(Seller's Office Phone) (Seller's Residence Phone)

(Salesperson's Other Contact Information)

(Seller's Other Contact Information)

(Print Broker/Office Manager's Name)