

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, _____ DATE
NAME OF LISTING REALTOR® FIRM

2 APPOINTMENT OF REALTOR®: The undersigned owner(s) (hereinafter referred to as "Seller"), being desirous of selling the following-described real estate ("Real Estate"):

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 the following items if they are now located on the Real Estate and used in connection therewith:

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: _____

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.

7 SELLER'S CERTIFICATION: Seller further certifies that all of the above items included in the sale are and will be operational on the date of possession, except: _____ Seller certifies to Buyer that to the best of Seller's knowledge:

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.

10 HOMEOWNER ASSOCIATION/CONDOMINIUM DECLARATIONS, BYLAWS AND ARTICLES: If applicable, Seller will provide Buyer with a current copy of the Association Declaration, the Bylaws and the Articles of Incorporation and other pertinent documents as requested.

11 CONVEYANCE AND STATUS OF TITLE: Seller shall be responsible for transfer taxes, conveyance fees, deed preparation; 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, on or before _____ days from the date of acceptance of an offer to purchase, or earlier as mutually agreed by the parties.

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, and/or, (c) rents and operating expenses if the Real Estate is rented to tenants.

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

Seller's Initials _____ Date: _____

acceptable to Seller. REALTOR® is authorized to pay 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, ancestry, handicap, 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.

20 **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.

21 **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. The Earnest Money shall be disbursed as follows: (i) if Seller fails or refuses to perform, or any contingency of Buyer is not satisfied or waived by Buyer, the Earnest Money shall be returned to Buyer; or (ii) if the transaction is closed, the Earnest Money shall be applied to Purchase Price or as directed by Buyer. In the event of a dispute over the disposition of the Earnest Money, the REALTOR® holding the Earnest Money shall retain the Earnest Money until (i) Buyer and Seller have delivered joint written instructions to REALTOR®; (ii) disposition has been ordered by a final court order; or (iii) the REALTOR® deposits the Earnest Money with the court pursuant to applicable court rules or by the rules of any arbitration procedure. Seller acknowledges and agrees that the REALTORS® will not make a determination as to which party is entitled to the Earnest Money. This clause is subject to any remedy available to REALTOR® by law.

22 **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.

23 **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.

24 **SEX OFFENDER REGISTRATION AND NOTIFICATION LAWS:** In Ohio and Kentucky, sheriff's offices are required to notify certain members/entities of the community if a sex offender resides in the area. Information regarding said notices may be obtained by contacting the local sheriff's office in Ohio or Kentucky.

25 **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.

26 **SELLER'S ACKNOWLEDGMENT:** 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 on _____, _____.

27 **SIGNATURES:**

For: _____ (Listing REALTOR® Firm) _____ (Please Print Seller's Name)

By: _____ (Listing Salesperson) _____ (Seller's Signature)

(Salesperson's Office Phone) (Salesperson's Resident Phone) (Seller's Signature)

Broker/Office Manager's Name _____ (Seller's Office Phone) (Seller's Residence Phone)