

## **BURNS REALTY GROUP LLC**

### **EXCLUSIVE RIGHT TO SELL AGREEMENT COMMERCIAL**

In consideration of your agreement to use your efforts in securing a purchaser for my/our business/property and to list our business/property with Burns Realty Group LLC, I/we hereby grant Burns Realty Group LLC the sole and exclusive right to sell for a period of \_\_\_\_\_ days commencing from \_\_\_\_\_ and concluding on \_\_\_\_\_ inclusive. Thereafter it shall be automatically renewed for successive periods of 30 days, unless either party terminates the agreement by giving ten (10 days written notice to the other party. The property known as \_\_\_\_\_ located at \_\_\_\_\_, Ohio. List price shall be for the sum of \$ \_\_\_\_\_ gross payable to owner in cash or at any price terms, or exchange to which I/we may consent, in writing, provided however that such price is in excess of any mortgages and liens encumbering the premises and the commission payable hereunder.

You are hereby authorized to place a "FOR SALE" sign on this business/property, if permitted by law and remove all other such signs, and you and your agents shall have access to this property at all reasonable times for the purpose of showing it to prospective purchasers.

This property may be entered into the Multiple Listing Service of the CABOR Board of Realtors by Burns Realty Group LLC subject to the Rules and Regulations of the Multiple Listing Service.

Burns Realty Group may cooperate with other brokers for the sale of this business/property and its street address may be revealed to the public. It is agreed and understood that Burns Realty Group LLC, its agents and associates will list and market this property in compliance with all Fair Housing Laws, as they may apply.

OWNER agrees to pay Burns Realty Group LLC (broker) a commission of ten percent (10%) or \$3,500, whichever is greater out of the first money received if the business or property, or any part of our interest in the same is sold or exchanged during the term of this Listing Agreement, whether by BROKER, OWNER, or any other party, for the price set forth herein, or for any price, or on any other terms agreed by OWNER. Should BROKER procure a purchaser ready, willing and able to pay the purchase price or any other price agreed to by OWNER with said purchaser, BROKER shall be entitled to said commission, whether or not the business property is sold.

OWNER agrees to refer to BROKER any prospects that may come to his/her attention during the time of this listing. BROKER shall be entitled to the commission herein specified if the business/property or any part of it should be sold within (1) year after termination of the listing to anyone with whom BROKER or OWNER had negotiated during the term of this Agreement.

The OWNER warrants that all information supplied to BROKER is true and accurate; that all fixtures and equipment are in good working order unless otherwise specified, and that all licenses and permits are in good standing. OWNER agrees to cooperate with BROKER in the marketing and sale of the business/property and further agrees to transfer to a purchaser good title to all property sold, all licenses, permit or lease to a purchaser because of any violation or breach of same, OWNER shall nevertheless be liable of BROKER'S commission.

I HAVE REVIEWED A COPY OF THE PROPERTY INFORMATION DISCLOSURE SHEET WITH YOU AND ACKNOWLEDGE THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Though I am listing my business/property in its present physical condition ("as is" condition), I understand that I may be held responsible by a purchaser to repair or pay for any latent or hidden undisclosed defect in my business/property which was defective while I owned my business/property and remained unknown to the purchaser at time of sale.

I acknowledge that the following items are in need of repair: \_\_\_\_\_

I warrant to Burns Realty Group LLC, that there are no other structural or mechanical defects in the building and agree to indemnify and hold you harmless for any suit or claim which may be brought against you by acting in reliance on the terms, statements and information contained herein.

In the event of a sale, I will convey marketable title to my property by the customary warranty or fiduciary deed with release of dower, and furnish at my expense good and sufficient evidence of title guarantee in an amount equal to the purchase price, if applicable, and that we are legal owners of the property.

I understand that this agreement does not guarantee the sale of my business/property.

I hereby acknowledge receipt of a signed copy of this agreement.

This exclusive right to sell applies to (check one)

- Business only
- Real Estate only
- Business and real estate

Accepted: Burns Realty Group LLC  
by \_\_\_\_\_  
Date \_\_\_\_\_

Owner \_\_\_\_\_  
Owner \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_

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