

MLS Now
EXCLUSIVE RIGHT TO SELL or EXCHANGE LISTING AGREEMENT

1 MLS #: _____

2 **1. Appointment of Agent and Broker Acceptance:** In consideration of this Agreement (as evidenced by your signing
3 below) for Broker to use their best efforts in finding a purchaser for my property located at and known as
4 (“Property”):

5
6 _____
7 the undersigned owner(s), herein referred to as “Seller” (whether one or more) hereby grants to Broker the exclusive
8 right to sell the Property commencing on _____ and ending at midnight on

9 _____ or _____ days from the date of execution of this agreement by Seller, for
10 the sum of \$ _____ payable in cash upon closing or for such other price or terms to which Seller may
11 consent in writing. Unless expressly reserved by Seller, all mineral, oil or gas rights shall belong to the Buyer
12 effective upon closing.

12 **2. Compensation.**

13 a. **Broker’s Fee.** Seller acknowledges and agrees that there are no standard commission rates and
14 that compensation in this Agreement is fully negotiable and not set by law. If during the term of this
15 Agreement, the Property is sold or exchanged by anyone or Broker produces a buyer ready, willing and able to
16 purchase the Property on the terms and conditions acceptable to Seller, Seller hereby agrees to pay Broker a fee
17 as follows:

18 i. _____ % of the selling price and/or a fee of \$ _____ (n/a if left blank);

19 ii. If the Buyer is not represented by a buyer broker, Broker shall be compensated in the amount of
20 _____ % of the sales price and/or a fee of \$ _____ (equal to the amount in Section 2.a.i if
21 not filled in).

22 b. **Buyer Broker’s Compensation.** In addition to the compensation offered in Section 2.a above, Seller
23 further agrees to pay Broker an additional fee for an offer of compensation to any cooperating buyer broker
24 (“Buyer Broker”) in the amount of:

25 i. _____ % of the sales price and/or a fee of \$ _____ (n/a if left blank)

26 ii. If an agent of the Broker represents both Seller and Buyer as a dual agent, _____ % of the sales
27 price and/or a fee of \$ _____ (equal to the amount in Section 2.b.i if not filled in).

28 c. Compensation to Buyer Broker shall be paid as set forth above, unless modified by the Buyer and Buyer
29 Broker in a mutually accepted purchase and sale agreement. The offered amount may not be withdrawn or
30 reduced with respect to a Buyer after that Buyer or the Buyer Broker has notified Broker or Seller of Buyer’s
31 intent to submit an offer (and for three calendar days thereafter). Buyer Broker is an intended third-party
32 beneficiary of this Agreement.

33 d. Seller acknowledges that offering compensation to Buyer Broker is not required.

34 e. If the Property is sold or exchanged within _____ (days/months) from the expiration date noted in
35 Section 1 above to any person or entity with whom Broker or Seller has shown the Property or
36 negotiated during the term of this Agreement, or a contract for sale of the Property is entered into during
37 such period, Seller agrees to pay Broker as stated above, provided, however, that no sales fee or
38 commission will be due Broker hereunder with respect to any bona fide Agreement for sale of the
39 Property entered into after term hereof, pursuant to an Exclusive Listing Agreement between Seller and
40 any other licensed Real Estate Broker.

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41 f. PROVIDED HOWEVER, IF WITHIN _____ DAYS OF THE EXPIRATION OF THIS
 42 AGREEMENT, THE SELLER ENTERS INTO AN EXECUTED CONTRACT TO SELL OR LEASE
 43 THE PROPERTY TO A PARTY THAT HAS MADE A WRITTEN OFFER DELIVERED TO SELLER
 44 TO PURCHASE OR EXCHANGE THE PROPERTY DURING THE TERM OF THIS AGREEMENT,
 45 BROKER SHALL BE ENTITLED TO BE PAID THE COMMISSION HEREIN AGREED TO BE PAID
 46 BY SELLER, IRRESPECTIVE OF THE FACT THE SELLER MAY HAVE ENTERED INTO AN
 47 AGREEMENT THAT WOULD CAUSE THE SELLER TO OWE A COMMISSION TO ANOTHER
 48 PARTY.

49 3. Appointment of Licensees and Agency. Seller agrees that Broker and Broker’s agent named herein shall
 50 represent the Seller as described in the Consumer Guide to Agency Relationships provided by Broker at the time of
 51 signing this Agreement. Seller agrees to delegate to Broker the authority to appoint other licensees within the
 52 brokerage to represent Seller’s interest. If an appointment is made, Seller will be notified at the time of the
 53 appointment. Seller has the right to veto the appointment of any other licensee.

54 4. Seller Also Consents and Authorizes. In the event of a sale or exchange of the Property, Seller agrees to:
 55 (a) Convey a marketable title by good and sufficient Deed of General Warranty or Fiduciary Deed if that is Seller’s
 56 capacity, or other form of Deed, acceptable to Seller, with all dower rights released.
 57 (b) Pay for a title search and one-half of the premium for an Owner’s Policy of Title Insurance, issued in the amount
 58 of the purchase price and insuring title, except for allowable exceptions appearing in the Purchase Agreement and/or
 59 such other title evidence that is agreed to in writing by the Buyer and Seller. Seller warrants that the Property
 60 conforms to all provisions of all applicable zoning ordinances and building codes and that no citations or notices of
 61 violation relating to the Property have been received by Seller. Seller agrees to cause, at Seller’s expense, if any, the
 62 Property to be in compliance with all applicable zoning ordinances, Health Department and EPA regulations,
 63 building codes and point of sale ordinances at the time that the title to the Property is to be transferred.
 64 (c) Broker is authorized by Seller to act as a trust agent to accept and deposit in a trust account upon acceptance of
 65 such offers earnest money deposits from prospective buyers making written offers to purchase the Property, if so
 66 stated in the Purchase Agreement.

67 5. Disclosure of Defects. Seller understands that the disclosures and information the Seller provides to Broker
 68 regarding the Property will be used to advertise the Property to the public and it is essential that such disclosures and
 69 information be accurate. Seller agrees to (1) complete the State of Ohio Residential Property Disclosure Form
 70 (unless exempt); (2) provide written disclosure of any other material defects which are or may become known to the
 71 Seller, including without limitation any inspection, expert and engineering reports in Seller’s possession and any
 72 inspection reports or results from transactions that did not proceed to title transfer; (3) complete the federal Lead-
 73 Based Paint Disclosure, if the Property was built before 1978; and (4) provide copies of sex offender notices
 74 received from local sheriff’s office pursuant to the Ohio Sex Offender Notification Law. To Seller’s knowledge,
 75 there are no encroachments, easements not of record, pending lawsuits, foreclosures, divorce actions, bankruptcies,
 76 orders of any public agencies, current or pending increases in taxes or assessments, Home Owner Association
 77 assessments or fee increases, or any tax, utility, or mechanic’s liens, or other matters that could affect the Seller’s
 78 ability to complete the sale of the Property in accordance with all applicable laws and to provide clear title to the
 79 Property, except as follows (if none, write

80 “None”): _____

81 _____
 82 Seller further agrees to obtain, at Seller’s expense, all Federal, State, and /or Local Government required inspections.

83 6. Home Warranty: Seller agrees to provide not provide a limited Home Warranty plan from:
 84 _____ at a charge of \$ _____ plus options, if any, to be paid by Seller
 85 through escrow. Seller acknowledges that the Home Warranty plan is a limited warranty with deductible. Seller
 86 acknowledges receipt of the application for such Home Warranty plan. Seller further acknowledges and realizes that
 87 Broker may receive a fee for the processing of the Home Warranty plan.

88 7. Included in the Sale: Unless specifically excluded, the Property shall include the land, all appurtenant rights,
 89 including mineral rights, privileges and easements, and all buildings and fixtures in their present condition,
 90 including without limitation, such of the following are now on the Property: All electrical, heating, cooling,
 91 plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows and doors,

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92 all curtain and drapery rods and fixtures; all existing window treatments; all landscaping; disposal; TV antennas and
 93 other reception devices and rotor and control units; smoke detectors; automatic garage door openers and _____
 94 controls; all permanently attached carpeting.

95 The following items are specifically excluded: _____

96 _____

97 **8. Multiple Listing Service/Advertising Authorization.** Seller hereby authorizes Broker to provide all information
 98 relating to the Property and this agreement to MLS Now or any other Multiple Listing Service (“MLS”) to which
 99 Broker may belong. Seller agrees to hold Broker harmless from any and all claims resulting from inaccurate
 100 information provided by Seller. It is understood that MLS Now exists to benefit its members. Seller authorizes and
 101 directs Broker to advertise the Property, to list the Property in MLS Now and/or any other MLS subject to the Rules
 102 and Regulations of the MLS, to provide timely notice of status changes of the listing to the MLS, and to provide
 103 sales information including selling price to the MLS upon sale of the property. Broker, however, will not include any
 104 offer of compensation to any cooperating buyer broker in the MLS. Broker is further authorized to place information
 105 about the Property in (including but not limited to) any other electronic or informational service medium, of
 106 Broker’s choice, to advertise and promote the sale of the Property. Seller further consents to give the members of
 107 the MLS the right to include information regarding the Property in their advertising according to State of Ohio
 108 regulations and MLS rules through (including but not limited to) Internet web sites and other electronic media.
 109 Seller acknowledges the history of listings via the informational service medium currently in use and is available to
 110 others. Neither MLS Now nor Broker has responsibility or liability for the dissemination of such information. Seller
 111 warrants that any information Seller provides to Broker regarding the Property, including any worksheets, is
 112 accurate and correct to the best of Seller’s knowledge. As a result, by agreeing to list with MLS Now or in any other
 113 MLS, Seller recognizes that Broker is relying on all information provided herein or supplied by Seller relative to the
 114 Property, and agrees to indemnify and hold harmless Broker, their agents, employees, and salespersons and
 115 cooperating brokers and MLS Now from any claims, demands, damages, suits, liabilities, costs and expenses,
 116 including reasonable attorney’s fees, arising out of any misrepresentation of Seller or because of any concealment by
 117 Seller.

118 **9. Use of Listing Content: Intellectual Property License.** Unless Seller delivers to Broker a written certification, in a
 119 form acceptable to Broker, that Seller does not desire the Seller Listing Content to be disseminated by a MLS, Seller
 120 acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written
 121 descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property
 122 provided by Seller to Broker or Broker’s agent (the “Seller Listing Content”), or otherwise obtained or produced by
 123 Broker or Broker’s agent in connection with this Agreement (the “Broker Listing Content”), and any changes to the
 124 Seller Listing Content or the Broker Listing Content, may be filed with one or more MLSs, included in compilations
 125 of listings, and otherwise distributed, publicly displayed and reproduced. Seller hereby grants to Broker a non-
 126 exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and
 127 reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the
 128 Seller Listing Content or any derivative works thereof. This non-exclusive license shall survive the termination of
 129 this Agreement for any reason whatever. Seller represents and warrants to Broker that the Seller Listing Content,
 130 and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon rights, including any
 131 copyright rights, or any person or entity. Seller acknowledges and agrees that as between Seller and Broker, all
 132 Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker
 133 Listing Content.

134 **10. Signs and Access and Referral.** Broker is hereby authorized to place a “For Sale” or “For Exchange” sign on the
 135 Property where appropriate and to remove all other signs relating to sale of the Property. All agents and Brokers
 136 authorized by Seller shall have access to the Property at all reasonable times for the purpose of showing the Property
 137 as provided by law. Seller agrees to refer to Broker all prospective purchasers and other brokers who contact the
 138 Seller regarding the Property.

139 **11. Lock Box/Access Authorization.** At Broker’s discretion, unless otherwise checked below, a lock box may be
 140 placed on the Property for the purpose of permitting key entry to the Property. This entry will be permitted for
 141 Broker’s agents, cooperating agents, and others such as inspectors or appraisers where entry is necessary to
 142 complete a sale of the Property. Seller agrees to cooperate with Broker by making the Property available for

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143 showing to perspective buyers, inspectors, appraisers and other authorized parties as required by the purchase
144 contract during reasonable hours. [] Seller Declines Lock Box [] Seller Agrees

145 12. Electronic Surveillances Devices: Seller does [] does not [] (check one) have surveillance equipment located
146 on the Property. Seller understands that under Ohio law Seller cannot use electronic, mechanical or any other device
147 to listen, record or otherwise acquire the content of the oral communications of other persons without the consent of
148 at least one party to the communication. Seller agrees that if such surveillance device is present on the Property
149 that Seller will turn off any audio feature of the equipment when other persons are present on the Property.
150 This applies to all showings, open houses, and any other appointments at which prospective purchasers, real estate
151 licensees, inspectors, appraisers, contractors or others are on the Property.

152 Seller is advised to consult with an attorney regarding the use of such surveillance devices under Ohio law.
153 Seller also agrees to indemnify, defend and hold Broker and its affiliated licensees harmless from and against
154 any and all claims, demands, actions, losses, damages or judgments arising out of Seller's use of surveillance
155 devices.

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

165 14. Obligations and Seller Certification of Authority: The obligations of the Seller herein are joint and several
166 obligations of each person signing this Agreement as Seller. Seller hereby agrees to the above terms, conditions and
167 obligations and acknowledges receipt of a copy of this Exclusive Right to Sell or Exchange, and further
168 acknowledges this Agreement cannot be cancelled prior to termination of the listing period, herein set forth, by
169 either party without the written approval of both parties.

170 15. Ohio Closing Protection: Seller is advised to purchase, for a nominal fee, Ohio Closing Protection Coverage to insure
171 that funds are properly handled and not misappropriated while in the Escrow Agent's bank account.

172 16. Other Terms and Addenda: _____
173 _____

- 174 Addenda: [] Ohio Residential Property Disclosure [] Company Property Disclosure Form (if any)
175 [] Consumer Guide to Agency Relationships [] Home Owner Association/PUD Addendum
176 [] Lead Based Paint Addendum (if any) [] Short Sale Addendum
177 [] Addendum
178 [] Condo Addendum [] Other (specify): _____
179 [] Mortgage: _____ [] Title: _____

180 17. Relocation Information and Authorization: Are you moving out of the area? Yes No
181 May we refer you to a broker in your new area? [] Yes [] No

182 SELLER SHALL NOT ENTER INTO ANY OTHER AGREEMENTS TO SELL OR EXCHANGE PROPERTY DURING THE
183 TERM OF THIS AGREEMENT.

184 THE SIGNATURES OF ALL OWNERS OF THE PROPERTY ARE REQUIRED ON THIS EXCLUSIVE RIGHT TO SELL
185 OR EXCHANGE AGREEMENT. Seller certifies that the signatory(ies) below, other than Broker, has/have full authority to
186 enter into this Agreement and that no additional parties are necessary to convey the Property.

187 THIS IS A LEGALLY BINDING CONTRACT. IF YOU HAVE ANY QUESTIONS OF LAW, IT IS RECOMMENDED YOU
188 CONTACT YOUR ATTORNEY.

