



EXCLUSIVE RIGHT TO SELL AGREEMENT

This agreement is between _____ (hereinafter called "Broker") and the undersigned (hereinafter called "Owner") and applies to the real property located at: _____
_____. In consideration of Broker using their best efforts to find a purchaser for Owner's property. Owner agrees as follows:

1. **TERM AND LISTING PRICE:** Owner hereby grants Broker the exclusive right to sell the above property from _____ through _____ for the sum of \$ _____ payable in cash upon closing or for such other terms or exchange as Owner may agree.
2. **BROKERAGE FEE:** Any exceptions to this compensation will be disclosed to the Owner in writing. Owner also agrees that the brokerage fee shall be paid if Owner enters into an agreement within six (6) months following the terms of this agreement or any extensions thereof to any parties to whom Broker or any cooperating Broker has shown the property which results in a sale, lease or exchange of said property. However in the event Owner enters into a bona fide Listing Agreement with another Real Estate Broker, this paragraph is null and void. Owner agrees to refer to the Listing Agent all prospective Buyers or Brokers who contact the Owner directly. Owner agrees to the following compensation plans and acknowledges Broker compensation is not set by law and is fully negotiable.
 - a. Listing Agent Brokerage compensation fee of _____% of the total sales price or a minimum fee of \$ _____ whichever is greater.
 - b. Buyer's Agent Brokerage (Co-broke) **OR** Non-Represented Buyers working directly with the Listing Agent Brokerage compensation fee of _____% of the total sales price or a minimum fee of \$ _____ whichever is greater.
 - i. A Non-Represented Buyer will be considered a *customer*, while the Seller will remain the *client* of the Listing Broker unless otherwise specified. Seller understands the Listing Broker/Agent will be responsible for processing both the buying side and the listing side of the transaction
3. **MARKETING:** Broker is authorized to enter the property in any one or more **Multiple Listing Service** (s), in accordance with the rules and regulations of said MLS, to market the Property in the publications, websites, or any other information service medium of Broker's choice and to comply with all Ohio and Federal Fair Housing Laws without discrimination. Owner releases Broker, the MLS(s), and any Brokers assisting in the sale of said Property from any liability for the dissemination of the information after being placed in the various information service mediums. Owner warrants this agreement and associated worksheets, to the best of the Owner's knowledge, to be correct and accurate. Broker is hereby authorized to place a "For Sale" sign on the Property if permitted by law, and to remove all other "**For Sale**" signs. Broker shall have access to the Property at all reasonable times for the purpose of attempting to sell the same. Owner authorizes placing a **Lock Box** on the premises at any time during the term of this Listing Agreement. Such Lock Box shall be used to hold the key for entrance to the property.
4. **LIABILITY RELEASE:** Owner releases Broker, the MLS(s), and any Broker assisting in the sale of said Property from all liability for loss or damage of any kind resulting from the use of said Lock Box or the use of the key to be placed therein.
5. **HOME WARRANTY:** Owner _____ agrees _____ does not agree, to provide a LIMITED HOME WARRANTY PLAN at a charge of \$ _____. Owner acknowledges that the Broker may receive a fee in consideration for processing the home warranty application.
6. **DISCLOSURE:** Owner agrees to (1) complete the Ohio Residential Property Disclosure Form, if required by law: (2) Federal

