

Exclusive Right to Sell Listing Contract

("Contract")

A product of the

CINCINNATI AREA BOARD OF REALTORS®, INC.

Approved by Board Legal Counsel, except for underlined items, for exclusive use by REALTORS®.

This is a legally binding contract. If not understood, seek legal advice.

For real estate advice, consult your REALTOR®.



NAME OF LISTING REALTOR® FIRM, Ohio.

1 1. APPOINTMENT OF REALTOR®: The undersigned owner(s)/authorized representative(s) (hereinafter referred to as
2 "Seller"), hereby employs the undersigned REALTOR® Firm ("REALTOR®") as Seller's exclusive agent and grants to
3 REALTOR® the exclusive right, without reservation, from [ ] a.m. [ ] p.m. [ ] noon on
4 ("Commencement Date") until midnight of [ ] ("Expiration Date") to sell the following described real
5 property ("Real Estate"): Address [ ], City/Township [ ],
6 Ohio, Zip Code [ ], County [ ], further described as:
7 [ ] together with all improvements thereon and with all appurtenant
8 rights and easements and other items listed in Section 4 of this Contract for the sum of \$ [ ]
9 ("Listed Price"), or to sell or exchange it on any other terms which are acceptable to the Seller. Seller agrees to delegate to
10 REALTOR® the authority to appoint other licensees within the brokerage to represent Seller's interest. If an appointment is made,
11 Seller will be notified at the time of the appointment. Seller has the right to veto the appointment of any other licensee.

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

14 3. INCLUSIONS/EXCLUSIONS OF SALE: The Real Estate shall include the land, together with all improvements thereon,
15 all appurtenant rights, privileges, easements, fixtures, and all of, but not limited to, the following items if they are now located on
16 the Real Estate and used in connection therewith: electrical; plumbing; heating and air conditioning equipment, including window
17 units; bathroom mirrors and fixtures; shades; blinds; awnings; window rods; window/door screens, storm windows/doors;
18 shrubbery/landscaping; affixed mirrors/floor covering; wall-to-wall, inlaid and stair carpeting (attached or otherwise); fireplace
19 inserts/grates; fireplace screens/glass doors; wood stove; gas logs and starters; television and/or sound system mounting brackets
20 (excluding televisions and/or sound system), aerials/rotor operating boxes/satellite dishes (including non-leased components);
21 water softeners; water purifiers; central vacuum systems and equipment; garage door openers/operating devices; the following
22 built-in appliances: ranges/ovens/microwaves/refrigerators/dishwashers/garbage disposers/trash compactors/humidifiers; all
23 security alarm systems and controls; all affixed furniture/fixtures; utility/storage buildings/structures; inground/above ground
24 swimming pools and equipment; swing sets/play sets; affixed basketball backboard/pole; propane tank/oil tank and contents
25 thereof; electronic underground fencing transmitter and receiver collars; and parking space(s) number(s) [ ] and
26 storage unit number [ ] (where applicable); except the following: which are leased in whole or in part (please check
27 appropriate boxes); [ ] water softener; [ ] security/alarm system; [ ] propane tank; [ ] satellite dish; [ ] satellite dish components:
28 THE FOLLOWING ITEMS ARE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE: [ ]
29 [ ]. In the event of a conflict between this
30 Section 3 and any subsequent written agreement between Seller and a potential buyer, the subsequent agreement shall control.

31 4. OTHER ITEMS: The following items shall be included in the marketing of the Real Estate for sale: [ ] Stove [ ] Refrigerator
32 [ ] Dishwasher [ ] Microwave [ ] Washer [ ] Dryer [ ] Other: [ ]

33 5. CERTIFICATION OF OWNERSHIP: Seller certifies that Seller owns all of the above Real Estate and other items included
34 in the sale as listed in Sections 3 & 4 and that they will be free and clear of any debt, lien or encumbrances upon the final settlement
35 and conveyance of the Real Estate (the "Closing") except as listed in Section 11 of this Contract. Seller represents and warrants
36 that it is the fee owner to the Real Estate, and owner of the other items listed in Sections 3 & 4, together with respective spouses,
37 if applicable, and no third party signatures are required to transfer fee simple title in the Real Estate, unless expressly provided in
38 Section 11 of this Contract.

39 6. POSSESSION AND OCCUPANCY: Subject to rights of tenants, possession/occupancy shall be given to the individual or
40 entity acquiring the Real Estate ( hereinafter referred to as, "Buyer") as agreed in a purchase contract. Seller shall order final meter
41 readings to be made as of the occupancy date for all utilities serving the Real Estate and Seller shall pay for all final bills rendered from
42 such meter readings. Seller acknowledges and agrees that prior to Buyer taking possession of the Real Estate, Seller shall remove
43 all personal possessions not included in the purchase contract and shall remove all debris.

44 7. SELLER'S CERTIFICATION: Seller certifies that to the best of Seller's knowledge: The Real Estate (a) [ ] is [ ] is not
45 located in a Historic District, (b) [ ] is [ ] is not subject to a maintenance agreement, (c) [ ] is [ ] is not located in a
46 flood plain requiring insurance, (d) [ ] is [ ] is not subject to a municipal pre-sale inspection, disclosure, and/or certification
47 of occupancy; if the Real Estate is located in a jurisdiction requiring housing inspection before transfer, Seller shall be responsible
48 for completing and submitting the necessary application and will furnish to Buyer or Buyer's agent or authorized representative a

Seller's initials [ ] [ ]

Date/Time: [ ] [ ]

49 copy of the resulting unconditional certificate on or before the date of Closing, (e) no orders of any public authority are pending,  
50 (f) no work has been performed or improvement constructed that may result in future assessments, (g) no notices have been received  
51 from any public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction  
52 of conditions or other similar matters, and (h) to the best of Seller's knowledge, no toxic, explosive or other hazardous substances  
53 have been stored, disposed of, concealed within or released on or from the Real Estate and no other adverse environmental  
54 conditions within the boundaries of the Real Estate affect the Real Estate except \_\_\_\_\_

55 \_\_\_\_\_ . Seller further certifies that, to the  
56 best of Seller's knowledge, there are no encroachments, shared driveways, party walls, property tax abatements or homestead  
57 exemptions affecting the Real Estate except: \_\_\_\_\_ and that no  
58 improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's  
59 association of future improvements of which any part of the costs may be assessed against the Real Estate, except:  
60 \_\_\_\_\_ . Seller understands that the law requires disclosure of all known material  
61 defects adversely affecting the value or desirability of the Real Estate and that failure to disclose all known material defects may  
62 result in civil liability. Seller represents that except as disclosed in the state-mandated property disclosure form completed by the  
63 Seller and attached to this Contract, Seller has no knowledge of and has not notified REALTOR® of any material defects  
64 concerning the Real Estate. Seller understands that prospective buyers and other REALTORS® may rely upon the state-mandated  
65 property disclosure form and the assurances by the Seller in this paragraph. Seller shall continue to maintain the Real Estate,  
66 including the grounds and improvements thereon, in good condition and repair, ordinary wear and tear excepted, until possession  
67 is given to Buyer. Inspections regarding the condition and use of the Real Estate shall be the sole responsibility of Buyer.

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

70 **9. RESIDENTIAL PROPERTY DISCLOSURE FORM:** Seller agrees to complete a state-mandated property disclosure form or  
71 the Ohio Association of REALTORS® Residential Property Disclosure Exemption Form.

72 **10. HOMEOWNER ASSOCIATION/CONDOMINIUM/DECLARATIONS, BYLAWS AND ARTICLES:** Real Estate (a)  
73  is  is not subject to a homeowner association established by recorded declaration with mandatory membership, (b)   
74 is  is not subject to a homeowner association assessment (separate from HOA fees) (c)  is  is not subject to  
75 mandatory fees imposed on the real estate [ pool,  golf course,  other \_\_\_\_\_] (separate from HOA  
76 fees). Seller further certifies that, to the best of Seller's knowledge, there are no Homeowner Association violations (current or  
77 outstanding) affecting the Real Estate except: \_\_\_\_\_

78 If the Real Estate is subject to a Homeowner Association Declaration or is a Condominium Seller will, at Seller's expense, provide  
79 Buyer with a current copy of the documents affecting the real estate including, but not limited to, documents recorded with the  
80 county, the Association Declaration, the Association's financial statements, Rules and Restrictions, schedule of monthly, annual  
81 and special assessments/fees, architectural standards (to the extent not included in the Rules and Restrictions), the Bylaws and the  
82 Articles of Incorporation and other pertinent documents ("Documents") as requested. Seller shall secure, at Seller's expense,  
83 written approval for the sale of the Real Estate, if required by the Documents. Seller shall, at Seller's expense, provide any letter  
84 of assessment required at Closing by the lender and/or title company. Current HOA fees are: \$ \_\_\_\_\_  Monthly  
85  Quarterly  Annually and/ or  Other \_\_\_\_\_

86 **11. CONVEYANCE AND STATUS OF TITLE:** Seller agrees to execute all documents required by the closing/escrow agent.  
87 Seller shall be responsible for transfer taxes, Condominium or HOA transfer fees, conveyance fees, deed preparation, the cost of  
88 removing or discharging any defect, lien or encumbrance required for conveyance of the Real Estate as required by a purchase  
89 contract; and shall convey marketable title (as determined with reference to the Ohio State Bar Association Standards of Title  
90 Examination) to the Real Estate by recordable and transferable deed of general warranty or fiduciary deed, if applicable, in fee  
91 simple absolute, with release of dower. Title shall be free, clear and unencumbered as of Closing, with the exception of the  
92 following: (1) covenants, conditions, restrictions and easements of record, (2) legal highways, (3) any mortgage expressly assumed  
93 by Buyer and agreed to by Seller's current lender in writing, (4) all installments of taxes and assessments becoming due and payable  
94 after closing, (5) zoning and other laws, (6) homeowner/condominium association fees becoming due and payable after Closing,  
95 and (7) the following assessments (certified or otherwise): \_\_\_\_\_ List all persons  
96 or entities, including yourself, who own any portion of the Real Estate and/or have an ownership interest in the Real Estate  
97 (dower/ownership rights) and/or the names of the individuals whose signature is necessary in order to convey the real estate:  
98 \_\_\_\_\_

99 **12. TAXES AND ASSESSMENTS:** At Closing, Seller shall pay or credit on the purchase price (a) all real estate taxes and  
100 assessments, including penalties and interest, which became due and payable prior to the Closing, (b) a share of the real estate  
101 taxes and assessments becoming due and payable after the Closing, prorated as of the Closing date in the manner set forth in a  
102 purchase contract, and (c) the amount of any agricultural tax savings accrued as of the Closing date which would be subject to  
103 recoupment if the Real Estate were converted to a non-agricultural use as set forth in a purchase contract.

104 **13. OTHER PRORATIONS:** There shall be prorated between Seller and Buyer as of Closing: (a) homeowner/condominium  
105 association assessments and other charges imposed by an association under the terms of the Association/ Condominium Documents  
106 (if applicable), and/or, (b) rents and operating expenses if the Real Estate is rented to tenants. Security and/or damage deposits  
107 held by Seller shall be transferred to Buyer at Closing without proration.

Seller's initials \_\_\_\_\_

Date/Time: \_\_\_\_\_

108 **14. REALTOR®'S FEE:** Seller agrees to pay REALTOR® a commission ("Commission") of \$ \_\_\_\_\_ or  
 109 \_\_\_\_\_% of the gross selling price regardless of agency relationships, in the event that, within the exclusive listing period  
 110 (a) Seller conveys or agrees to convey the Real Estate; or (b) REALTOR® or any person procures a written offer to purchase from  
 111 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  
 112 the closing does not take place due to no fault of the Seller.

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

118 **16. COOPERATION WITH OTHER BROKERS:** The REALTOR® may cooperate with other brokers and their agents to  
 119 procure a Buyer and, accordingly, the REALTOR® is authorized to offer compensation to cooperating brokers. REALTOR® is  
 120 authorized to pay \_\_\_\_\_ to any cooperating broker that has participated in  
 121 the sale of the Real Estate, regardless of agency relationships whether such broker is  a subagent of the Seller,  an exclusive  
 122 agent for Buyer, or  a dual agent.

123 **17. CIVIL RIGHTS:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code  
 124 and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance  
 125 housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make  
 126 unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the  
 127 Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so  
 128 discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage  
 129 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  
 130 entry into the neighborhood of a person or persons belonging to one of the protected classes.

131 **18. MLS AUTHORITY:** REALTOR®/Broker is authorized to file said listing and place information about the real estate in the  
 132 Multiple Listing Service of Greater Cincinnati, or any other multiple listing service to which REALTOR®/Broker is a member, in  
 133 accordance with MLS Regulations. The REALTOR®/Broker and MLS may disclose information pertaining to said Real Estate to  
 134 MLS Participants authorized to receive MLS information. REALTOR®/Broker is further authorized to place information about  
 135 the Real Estate in any listing services, informational services and other media of REALTOR®'s choosing to advertise and promote  
 136 the sale of the Real Estate. REALTOR® is authorized to disclose in any MLS said information with the following provisions:  
 137 1) Publish Listings to Internet ( yes  no); 2) Show Address on Internet ( yes  no); 3) Allow Internet AVM [Automated  
 138 Valuation Model] ( yes  no); 4) Allow Internet Blogging ( yes  no); 5) Subject to Short Sale/third-party approval  
 139 ( yes  no). If yes, Seller agrees to execute the Short Sale Listing Addendum. Seller authorizes REALTOR® to disclose  
 140 financing and other concession data upon inquiry by other real estate professionals and to any authorized database, as applicable, to the  
 141 extent necessary to establish accurate market value.

142 **19. SIGNS:** REALTOR® is authorized to place its sign(s) on the Real Estate and to promote its sale, except where prohibited  
 143 by law. When sold, REALTOR® is authorized to place a "Sold" sign thereon. Seller acknowledges and agrees that no signs,  
 144 advertising or other promotions containing the language "for sale by owner" will be used to advertise the Real Estate, pursuant to  
 145 Ohio Revised Code 4735.16(B)(4).

146 **20. KEY AUTHORIZATION:** Seller authorizes REALTOR® to place a lockbox on the Real Estate for authorized brokers/  
 147 agents to access a key to conduct showings, including open house showings and agent previews, of the Real Estate. Seller  
 148 further authorizes REALTOR® to allow inspectors, appraisers and other authorized parties as required by the purchase contract  
 149 access to the Real Estate including, but not limited to, access via the lockbox. Seller represents that adequate insurance will be  
 150 kept in force to protect Seller in the event of any damage, losses or claims arising from entry to the Real Estate by persons  
 151 through the above use of the key and hereby agrees to indemnify and hold harmless the listing broker, its agents, salespersons  
 152 and employees from any loss, claim or damage resulting therefrom. Seller acknowledges that it is Seller's responsibility to remove  
 153 or secure valuables located on the Real Estate to protect Seller from losses sustained as a result of such entry to the Real Estate, and  
 154 REALTOR® shall not be responsible for the loss or damage to any personal property of Seller located on the Real Estate.

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

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

160 **23. HOME WARRANTY:** Seller agrees to offer a limited home warranty, at a cost not to exceed \$ \_\_\_\_\_,  
 161 to prospective buyers, in the marketing of the Real Estate  yes  no.

162 **24. OWNER'S TITLE INSURANCE:** In some cases, an Owner's Policy of Title Insurance may be transferrable to Buyer. Seller  
 163 currently  does  does not hold a policy of Owner's Title Insurance on the Real Estate. Seller agrees to offer to purchase a  
 164 policy of Owner's Title Insurance to prospective buyers, in the marketing of the Real Estate  yes  no. [Note: Buyer may  
 165 request Seller to purchase a policy of Owner's Title Insurance or to contribute to such purchase.]

Seller's initials \_\_\_\_\_

Date/Time: \_\_\_\_\_

166 **25. AGENCY:** Seller acknowledges receipt of the *Consumer Guide to Agency Relationships* and understands the effect of each  
167 type of agency relationship on the sale of Seller's Real Estate. Seller agrees to execute an Agency Disclosure Statement as required  
168 by state law or regulation.

169 **26. DISCLOSED DUAL AGENCY:** In this type of relationship, one agent may represent both parties in a real estate transaction,  
170 BUT ONLY IF BOTH PARTIES CONSENT. Disclosed dual agency is most likely to occur when both Buyer and Seller are  
171 represented by the same agent. A dual agent may not disclose any confidential information that would place one party at an  
172 advantage over the other party and may not disclose any of the following information without the informed consent of the party to  
173 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  
174 less than the asking price; 3) motivating factors of either party for buying or selling; 4) that a party will agree to financing terms  
175 other than those offered; 5) repairs or improvements Seller is willing to make as a condition of sale; and 6) or any concession  
176 having an economic impact upon the transaction that either party is willing to make.

177 **27. INDEMNITY BY SELLER:** Seller recognizes that REALTOR® is relying on all information provided herein or supplied  
178 by Seller in connection with the Real Estate, and agrees to indemnify and hold harmless REALTOR®, its employees, agents and  
179 cooperating brokers from any claims, demands, damages, lawsuits, liabilities, costs and expenses (including reasonable attorney's  
180 fees) arising out of any misrepresentation or concealment of facts made herein by Seller. Seller acknowledges and agrees that the  
181 sale or lease of Real Estate encompasses many professional disciplines and, while REALTOR® possesses general knowledge,  
182 REALTOR® is not expert in matters of law, tax, financing, surveying, property inspections, structural conditions, hazardous  
183 materials, engineering, etc. Seller acknowledges that he and/or she has been advised by REALTOR® to seek professional expert  
184 assistance and advice in these and other areas of professional expertise. In the event that REALTOR® provides to Seller names  
185 of companies or sources for such advice and assistance, Seller acknowledges and agrees that REALTOR® does not warrant,  
186 guarantee or endorse the services and/or products of such companies or sources.

187 **28. DISCLOSURE:** Seller acknowledges and agrees that REALTOR® is authorized to disclose non-confidential information  
188 pertaining to the Real Estate to all parties involved with its marketing and/or sale. REALTOR® is subject to an ethical obligation to  
189 disclose the existence of an accepted purchase contract pertaining to the Real Estate to all parties involved with its marketing and/or  
190 sale. Upon authorization from the Seller, REALTOR® shall disclose the existence of multiple offers, as directed by the Seller.

191 **29. ADDITIONAL TERMS AND CONDITIONS(S):** \_\_\_\_\_  
192 \_\_\_\_\_  
193 \_\_\_\_\_  
194 \_\_\_\_\_  
195 \_\_\_\_\_  
196 \_\_\_\_\_  
197 \_\_\_\_\_

198 **30. SEX OFFENDER REGISTRATION AND NOTIFICATION LAWS:** In Ohio, sex offenders are required to notify sheriff's  
199 offices when they move into the area. Information regarding said notification may be obtained by contacting the local sheriff's  
200 office applicable to the Real Estate.

201 **31. SOLE CONTRACT:** This Contract constitutes the entire agreement between the REALTOR® and Seller, and no oral or  
202 implied agreement, representation, or understanding shall cancel or vary the terms of this Contract. Any amendments to this  
203 Contract shall be made in writing, signed by both parties and copies shall be attached to all copies of this original Contract. Seller  
204 acknowledges that Seller has read and received a completed copy of this Contract and the information contained herein is true and  
205 accurate to the best of Seller's knowledge. Seller  is  is not prohibited from entering into an exclusive right to lease agreement  
206 with any other broker during the pendency of this Contract. This Contract shall be binding upon the parties, their heirs,  
207 administrators, executors, successors and assigns.

208 **32. ELECTRONIC SIGNATURES:** This Contract may be executed by manual or electronic signatures on contract documents,  
209 transmitted in original, facsimile or electronic format and the same shall be valid for purposes of this Contract and any amendments,  
210 addendums or notices to be delivered in connection with this Contract. This Contract may be executed in any number of  
211 counterparts, each of which shall be deemed an original and constitute one and the same instrument, and the parties hereto may  
212 execute this Contract by signing any such counterpart.

213 **33. SELLER'S ACKNOWLEDGMENT:** Seller acknowledges that any questions regarding legal liability with regard to any  
214 provision in this Contract, accompanying disclosure forms and addendums or with regard to Seller's obligations as set forth in a  
215 fully executed purchase contract for the Real Estate (in the event of a conflict between the terms of a subsequent purchase  
216 agreement and this Contract, the terms of the purchase agreement shall control) must be directed to Seller's attorney. Seller  
217 acknowledges that Seller has read this Contract and the information contained herein is true and accurate to the best of Seller's  
218 knowledge and that Seller received a copy of this Contract in its completed form on \_\_\_\_\_  
219 \_\_\_\_\_ (date) at \_\_\_\_\_ (time  am or  pm).

Seller's initials \_\_\_\_\_

Date/Time: \_\_\_\_\_

220 **34. SELLER'S CERTIFICATION OF AUTHORITY:** Seller certifies that the Seller signatory(ies) below has/have full  
 221 authority to enter into this Contract, that all owners of the Real Estate authorize the marketing of the Real Estate as provided in  
 222 this Contract, and that no additional signatories, spouse or otherwise, are necessary in order to convey the Real Estate, other than  
 223 those disclosed in Section 11 of this Contract.

**35. SIGNATURES:**

\_\_\_\_\_  
Print Seller's Name

\_\_\_\_\_  
Seller's Signature / Date / Time

\_\_\_\_\_  
(If an Entity, Print Name of Seller's Representative)

\_\_\_\_\_  
(If an Entity, Print Representative's Title)

\_\_\_\_\_  
Seller's Phone

\_\_\_\_\_  
Seller's Phone

\_\_\_\_\_  
Seller's Other Contact Information

\_\_\_\_\_  
Print Seller's Name

\_\_\_\_\_  
Seller's Signature / Date / Time

\_\_\_\_\_  
Seller's Phone

\_\_\_\_\_  
Seller's Phone

\_\_\_\_\_  
Seller's Other Contact Information

REALTOR® Firm: \_\_\_\_\_

Print Contact (Manager) Name \_\_\_\_\_

Print Contact (Listing Agent) Name \_\_\_\_\_

Agent Contact \_\_\_\_\_  
 Office Phone \_\_\_\_\_ Other Phone \_\_\_\_\_ Other Contact Information \_\_\_\_\_

Agent Signature/ Date / Time \_\_\_\_\_