



EXCLUSIVE RIGHT TO SELL OR EXCHANGE
MultiFamily (5+ units) – Commercial – Industrial

1. APPOINTMENT: In consideration of Brokerage's efforts to find a Buyer or Tenant for Owner's Property, Brokerage submitting this Listing Contract to the multiple listing service of the Scioto Valley Association of Realtors® (hereinafter MLS), and the Brokerage's payment of all costs incurred by the Brokerage in connection there with, Owner hereby grants to _____ (hereinafter Brokerage), the exclusive right to [] sell, [] exchange, or [] lease the Property known generally as _____, and further known as Tax Parcel #'s _____ (OR is accurately described in the document attached hereto as Exhibit A), with said exclusive rights commencing on ____/____/____ through ____/____/____, for the sum of \$____ on the following terms: _____ or for such other price or on such other terms and conditions to which Owner may consent in writing. Owner also agrees to delegate to Broker the authority to appoint other licensees within the Brokerage to represent Owner's interest. If an appointment is made, then Owner will be notified at the time of the appointment. Owner has the right to veto the appointment of any other licensee.

2. BROKER'S COMPENSATION:

- a. If the Property is sold or exchanged by anyone during the term of this contract, or if the Brokerage produces a Buyer ready, willing and able to purchase the Property on the terms and conditions herein, Owner agrees to pay Broker a fee of: (check one) [] _____% of the selling price of the Property (OR) [] a flat \$____. Owner hereby permits Brokerage to offer cooperation and to compensate other brokers as Buyer's brokers from the fee paid.
b. If this contract applies to leasing under Paragraph 1, then if the Property is leased to a tenant by Brokerage or another broker, or Brokerage or another broker obtains a written offer to lease the Property on the terms provided herein, Owner agrees to pay Brokerage a fee of: (check one) [] _____% of the gross rent due during the lease term (OR) [] a flat \$____. In addition, Owner shall pay Brokerage the following fees:
i. If the tenant leases additional space from Owner, a fee of: (check one) [] _____% of the gross rent due during the lease term attributable to the additional space, payable upon commencement of the lease of the additional space (OR) [] a flat \$____.
ii. If the tenant purchases the Property during, or within ninety (90) days after, the term of the lease, including any renewal or extension periods, a fee of: (check one) [] _____% of the purchase price of the Property (OR) [] a flat \$____, minus any sums already paid hereunder for commission on rents, payable upon the closing of the sale.
c. Owner authorizes Brokerage to compensate other brokers as Subagent, Buyer-Broker or Tenant-Broker from the fee paid.

3. PROTECTION PERIOD: If a purchase contract, option to purchase, or lease agreement, is signed before this listing contract expires, but the closing of the sale doesn't occur until after this contract has expired, Owner's obligation to pay the fees stated in this Listing Contract shall be extended to coincide with the Closing Date. The fees shall be payable in cash at closing or upon full lease execution. In addition, Owner's obligation to compensate Broker shall extend to any purchase agreements, options to purchase, or lease agreements signed within ninety (90) days after expiration of this listing contract if the Broker had any negotiations with the buyer/tenant and said buyer/tenant(s) names were provided to Owner in writing prior to the expiration of this listing contract, or any extension or renewal thereof.

4. **DISCLOSURE:** Owner acknowledges and understands that where Owner knows of facts materially affecting the value and desirability of the Property, whether said facts are readily observable or not, then Owner is under a duty to disclose said facts to the Buyer, Lessee, and Brokerage. If Owner knows of said facts Owner shall set them forth by written document attached to this Listing Contract. Owner has fully reviewed this Listing contract and the information relative to said Property, and Owner warrants to the best of his/her knowledge the accuracy of said information. Owner agrees to indemnify and hold harmless Brokerage and those relying thereon from any and all loss, damages, suits and other claims including attorney fees and cost of defense resulting from the inaccuracy of said information and from Owner's failure to disclose any facts materially affecting the value or desirability of the Property.
5. **OWNER'S COOPERATION:** Brokerage is authorized to place a "For Sale" and/or "For Lease" signs on the Property, to remove all other sale/lease signs and to actively market the Property. Brokerage and all Brokerages and salespersons authorized by Brokerage shall have access to the Property at all reasonable times for the purpose of showing it. In the event of a sale, Owner will be required to provide evidence of, and to convey, marketable title with warranty or fiduciary covenants. Owner agrees not to enter into new lease agreements without notifying Broker.
6. **COPYRIGHT:** In the event that Owner provides Brokerage any photos, floor plans, or other copyrightable material related to the Property (collectively, the "Content"), Owner hereby grants to Brokerage an irrevocable, non-exclusive and fully sub-licensable right to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform, and display any Content (in whole or in part) worldwide and/or to incorporate any Content (in whole or in part) in other works in any form, media, or technology now known or later developed.
7. **MLS AUTHORITY:** Owner authorizes Brokerage to advertise the Property for sale in the MLS subject to the Rules and Regulations of the MLS, as well as submit, publish, and disseminate this listing in all types of media to advertise and promote the sale of the Property, except for _____ (none, if nothing inserted). Owner directs Brokerage to provide timely notice of status changes of the listing to the MLS, and to provide sales information including selling price to the MLS upon the sale of the Property. Owner warrants this listing contract to be correct and accurate to the best of Owner's knowledge.
8. **USE OF A LOCKBOX:** Seller [authorizes (OR) does NOT authorize] the use of a lockbox system. A lockbox system will make the Property more readily shown to prospective buyers, but personal property of Seller may, therefore, be more susceptible to theft or damage. Seller agrees that if a lockbox is used, it will be for the benefit of Seller, and the Brokerage, and any other brokers and/or Board(s)/Association(s) of REALTORS®, and its agents, are hereby released from all liability and responsibility in connection with any loss that may occur. Broker advises and requests Seller to safeguard or remove any valuables now located on the Property and verify the existence of, or obtain, proper personal property insurance. Should a tenant be in the Property, Seller should notify the tenant in writing of the use of a lockbox.
9. **FAIR HOUSING STATEMENT:** 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, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, 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.
10. **AMENDMENTS:** This is a legal and binding contract on all parties hereto including their heirs, legal representatives, successors, and assigns. No amendment or alterations in the terms hereof shall be valid or binding unless made in writing and signed by the parties hereto.
11. **MISCELLANEOUS:** _____

12. SIGNATURES: If Owner is a business entity, an estate, or trust, I/we represent that those signing on behalf of Owner, have proper and legal authority to bind the entity, estate, or trust, and all such signatures required by such entity, estate, or trust, are signing hereon. Pursuant to federal law, electronic/digital signatures or manual signatures are permitted on real estate documents, except for those documents that are required to be recorded with the County, which must be original, manual signatures.

Accepting Brokerage Name:

Signed: _____

Agent Name: _____

Agent License #: _____

Date: _____

Accepting Seller Information:

Owner Name: _____

Signature _____

Signor Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Email: _____