



EXCLUSIVE RIGHT TO SELL OR EXCHANGE RESIDENTIAL REAL PROPERTY 4 OR LESS UNITS

- 1. APPOINTMENT:** In consideration of Brokerage's efforts to find a Buyer for Seller'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 therewith, Seller hereby grants to _____ (hereinafter Broker or Brokerage), the exclusive right to sell or exchange the Property known generally as _____, and further known as Tax Parcel #'s _____, with said rights commencing on ____/____/____ through ____/____/____, for the sum of \$_____, payable in cash at closing or for such other price or on such other terms and conditions to which Seller may consent in writing. Seller also agrees to delegate to Broker the authority to appoint other licensees within the Brokerage to represent Seller's interest. If an appointment is made, then Seller will be notified at the time of the appointment. Seller has the right to veto the appointment of any other licensee.
- 2. BROKER'S COMPENSATION:** If the Property is sold or exchanged by anyone during the term of this contract, or if the Broker produces a Buyer ready, willing and able to purchase the Property on the above terms and conditions, Seller agrees to pay Broker a fee of: (check one) _____% of the selling price of the Property (OR) a flat \$_____. Seller hereby permits Broker to offer cooperation and to compensate other Brokers as Buyer's brokers from the fee paid.
- 3. PROTECTION PERIOD:** If a purchase contract is signed before this listing contract expires, but the closing of the sale doesn't occur until after this contract has expired, Seller shall still compensate Broker as stated herein. In addition, Seller's obligation to compensate Broker shall extend to any purchase agreements signed within ninety (90) days after expiration of this listing contract if the Broker had any negotiations with the buyer(s) and said buyer(s) names were provided to Seller in writing prior to the expiration of this listing contract.
- 4. DISCLOSURES:** Seller acknowledges receiving the Consumer Guide to Agency Relationships, and if applicable, the Residential Property Disclosure Form as required by Ohio Revised Code 5302.30, and if applicable, the Lead-Based Paint Disclosure for residential properties built prior to 1978.
- 5. SELLER'S COOPERATION:** Brokerage is authorized to place a "For Sale" sign on the Property, to remove all other sale 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, Seller will be required to provide evidence of, and to convey, marketable title with warranty or fiduciary covenants. Seller agrees not to enter into new lease agreements without notifying Broker.
- 6. MLS & ADVERTISING AUTHORITY:** Seller 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). Seller 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. Seller warrants this listing contract to be correct and accurate to the best of Seller's knowledge. Owner holds Brokerage harmless for any misinformation about the Property that may arise on the internet or other media that is not information disseminated and published by Brokerage or its authorized parties.
- 7. 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.

- 8. **HOME WARRANTY:** The Seller has been notified that a home warranty program is available and the Seller has elected to: (check one) Decline (OR) Accept said program. Seller is aware that the Listing or Selling Agent may be compensated for services associated with the Home Warranty.
- 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 original 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. In addition, the practice of blockbusting is also illegal which means that it is 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. **SIGNATURES:** 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.
- 12. **MISCELLANEOUS:** _____

Accepting Seller Information:

Signature: _____
Printed Name: _____
Date Signed: _____
Address: _____
Phone: _____
E-mail: _____

Signature: _____
Printed Name: _____
Date Signed: _____
Address: _____
Phone: _____
E-mail: _____

Accepting Broker

Brokerage Name: _____
Agent Signature: _____
Agent Name: _____
Office Phone: _____
Mobile Phone: _____
E-mail: _____
Agent License#: _____