

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®.



_____, _____, Ohio.
NAME OF LISTING REALTOR® FIRM

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, until midnight of the _____ day of _____
4 ("Expiration Date") to sell the following described real property ("Real Estate"): Address
5 _____, City/Township
6 _____, Ohio, Zip Code _____, County _____, further described as:
7 _____ together
8 with all improvements thereon and with all appurtenant rights and easements and other items listed in Section 4 of this Contract
9 for the sum of \$ _____ ("Listed Price"), or to sell or exchange it on any
10 other terms which are acceptable to the Seller. Seller agrees to delegate to REALTOR® the authority to appoint other licensees
11 within the brokerage to represent Seller's interest. If an appointment is made, Seller will be notified at the time of the
12 appointment. Seller has the right to veto the appointment of any other licensee.

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

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

31 *In the event of a conflict between this Section 3 and any subsequent written agreement between Seller and a potential buyer, the*
32 *subsequent agreement shall control.*

33 **4. OTHER ITEMS:** The following items shall be included in the marketing of the Real Estate for sale: Stove Refrigerator
34 Dishwasher Microwave Washer Dryer Other: _____

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

41 **6. POSSESSION AND OCCUPANCY:** Subject to rights of tenants, possession/occupancy shall be given to the individual or
42 entity acquiring the Real Estate (hereinafter referred to as, "Buyer") as agreed in a purchase contract on or before
43 _____ days from date of Closing, or such earlier date that the Seller so notifies Buyer, unless otherwise agreed to in a
44 purchase contract. Until such time, Seller shall have the right of possession/occupancy free of rent, unless otherwise specified in
45 the purchase contract, but shall pay all utilities used. Seller shall order final meter readings to be made as of the occupancy date for
46 all utilities serving the Real Estate and Seller shall pay for all final bills rendered from such meter readings. Seller acknowledges and
47 agrees that prior to Buyer taking possession of the Real Estate, Seller shall remove all personal possessions not included in the
48 purchase contract and shall remove all debris.

Seller's initials _____

Date/Time: _____

49 **7. SELLER'S CERTIFICATION:** Seller certifies that to the best of Seller's knowledge: The Real Estate (a) is is not
50 located in a Historic District, (b) is is not subject to a homeowner association charter established by recorded
51 declaration with mandatory membership, (c) is is not subject to a homeowner association assessment, (d) is
52 is not subject to a maintenance agreement, (e) is is not located in a flood plain requiring insurance, (f) is
53 is not subject to a municipal pre-sale inspection, disclosure, and/or certification of occupancy; if the Real Estate is
54 located in a jurisdiction requiring housing inspection before transfer, Seller shall be responsible for completing and submitting
55 the necessary application and will furnish to Buyer or Buyer's agent or authorized representative a copy of the resulting
56 unconditional certificate on or before the date of Closing, (f) no orders of any public authority are pending, (g) no work has been
57 performed or improvement constructed that may result in future assessments, (h) no notices have been received from any public
58 agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions
59 or other similar matters, and (i) to the best of Seller's knowledge, no toxic, explosive or other hazardous substances have been
60 stored, disposed of, concealed within or released on or from the Real Estate and no other adverse environmental conditions
61 within the boundaries of the Real Estate affect the Real Estate except _____

62 _____ . Seller further certifies that, to the best of Seller's knowledge, there are no
63 Homeowner Association violations, encroachments, shared driveways, party walls, property tax abatements or homestead
64 exemptions affecting the Real Estate except: _____ and that no improvements

65 or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association
66 of future improvements of which any part of the costs may be assessed against the Real Estate, except:

67 _____ . Seller understands that the law requires disclosure of all known material defects
68 adversely affecting the value or desirability of the Real Estate and that failure to disclose all known material defects may result in
69 civil liability. Seller represents that except as disclosed in the state-mandated property disclosure form completed by the Seller
70 and attached to this Contract, Seller has no knowledge of and has not notified REALTOR® of any material defects concerning
71 the Real Estate. Seller understands that prospective buyers and other REALTORS® may rely upon the state-mandated property
72 disclosure form and the assurances by the Seller in this paragraph. Seller shall continue to maintain the Real Estate, including
73 the grounds and improvements thereon, in good condition and repair, ordinary wear and tear excepted, until possession is given
74 to Buyer. Inspections regarding the condition and use of the Real Estate shall be the sole responsibility of Buyer.

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

77 **9. RESIDENTIAL PROPERTY DISCLOSURE FORM:** Seller agrees to complete a state-mandated property disclosure form.

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

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

97 List all persons or entities, including yourself, who own any portion of the Real Estate and/or have an ownership interest in the
98 Real Estate (dower/ownership rights) and/or the names of the individuals whose signature is necessary in order to convey the real
99 estate: _____ .

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

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

Seller's initials _____

Date/Time: _____

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

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

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

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

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

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

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

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

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

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

Seller's initials _____

Date/Time: _____

166 **24. AFFILIATED BUSINESS ARRANGEMENT DISCLOSURES:** An Affiliated Business Arrangement Disclosure has
167 has not been executed in conjunction with this Contract.

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

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

175 **27. DISCLOSED DUAL AGENCY:** In this type of relationship, one agent may represent both parties in a real estate
176 transaction, BUT ONLY IF BOTH PARTIES CONSENT. Disclosed dual agency is most likely to occur when both Buyer and
177 Seller are represented by the same agent. A dual agent may not disclose any confidential information that would place one party
178 at an advantage over the other party and may not disclose any of the following information without the informed consent of the
179 party to whom the information pertains: 1) that a buyer is willing to pay more than the price offered; 2) that a seller is willing to
180 accept less than the asking price; 3) motivating factors of either party for buying or selling; 4) that a party will agree to financing
181 terms other than those offered; 5) repairs or improvements Seller is willing to make as a condition of sale; and 6) or any
182 concession having an economic impact upon the transaction that either party is willing to make.

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

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

197 **30. ADDITIONAL TERMS AND CONDITIONS(S):** _____
198 _____
199 _____
200 _____
201 _____
202 _____
203 _____

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

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

214 **33. ELECTRONIC SIGNATURES:** This Contract may be executed by manual or electronic signatures on contract
215 documents, transmitted in original, facsimile or electronic format and the same shall be valid for purposes of this Contract and
216 any amendments, addendums or notices to be delivered in connection with this Contract. This Contract may be executed in any
217 number of counterparts, each of which shall be deemed an original and constitute one and the same instrument, and the parties
218 hereto may execute this Contract by signing any such counterpart. Only original, manually signed documents shall be valid for
219 deeds or other documents to be recorded at or after Closing or as may be required by Buyer's lender and/or the title insurance
220 company and/or escrow agent.

Seller's initials _____

Date/Time: _____

