



EXCLUSIVE RIGHT TO SELL CONTRACT – LAND ONLY

Form Approved by Springfield Board of REALTORS®



Date: _____

This Exclusive Right to Seller Contract is made between SELLER(S)/OWNER(S) (“Seller”):

and _____ Brokerage.

A. EXCLUSIVE RIGHT TO SELL. Seller agrees to sell through Broker, as Seller’s exclusive listing agent, the Real Property (“Property”) located at and commonly known as (use street and lot number or size):

(Address include St., Rd., Ave., Ln., Ct., Cir., City, State & Zip Code)

Permanent Parcel Number(s)

The Property shall include the land, together with all improvements thereon and with all appurtenant rights, including mineral rights, privileges and easements: hereby employs the above Broker as exclusive agent and grants to Broker the exclusive right to sell, without reservation, until MIDNIGHT on _____, 20____ (“Expiration Date”) to sell the property for the sum of \$ _____ (“Listed Price”), or to sell on any other terms which are acceptable to the Seller. If a contract to purchase is signed by Purchaser and Seller before this contract expires, the term hereof shall continue until final disposition of the contract purchase.

B. BROKERAGE FEE. When the Property is sold during the Listing Period, Seller shall pay Broker a Brokerage fee of _____% of gross selling price or \$ _____, whichever is greater. This right to a Brokerage fee applies to any sale during the Listing Period, whether the Property is sold through Broker, by Seller’s own efforts, or otherwise, regardless of the amount of the sale price accepted by Seller. The property is deemed “sold” when Seller (1) receives a written offer to purchase the Property for the price stated in Paragraph A and otherwise upon the terms and conditions set forth in this Contract, from a ready, willing and able Purchaser or (2) conveys or enters into a contract to convey the Property on any other terms and conditions acceptable to Seller. In addition, Broker shall be entitled to the same Brokerage fee if the Property is sold within the _____ calendar day period following the expiration of the Listing Period (the Terminal Period) to any person (or anyone acting on that person’s behalf) with whom Broker has made contact relative to the sale before expiration of the Listing Period. However, this right to a Brokerage fee with respect to a sale during the Terminal Period shall not be in effect if the Property is listed with another real estate Broker who will receive the Brokerage fee.

C. OTHER BROKERS. Seller authorizes Broker to offer compensation in accordance with Broker’s company policy, which is to offer compensation to (check if applicable): Subagents \$ _____ or _____% Buyer Brokers \$ _____ or _____%

D. SELLER’S REPRESENTATION. Seller represents to Broker that Seller (1) is the sole owner of and has exclusive control of the Property (2) is fully authorized and able to enter into and perform this Contract (3) certifies there presently exist no defects, agreements, toxic, hazardous or contaminated substances on the Property, including underground storage tanks, known to Seller which would adversely affect or materially impair the

Seller(s) Initials _____ / _____

Date _____

fitness of the Property for the purpose of its intended use (4) shall continue to maintain the Property including the grounds and improvements thereon in good condition and repair until Possession is given to Purchaser and (5) has not received any directive or notice from any public agency that currently affects the herein property, including any notifications regarding the necessity of a new survey and/or legal description. During the term of this agency if Seller receives any such notice, Broker herein will be immediately provided a copy of such notice. Exceptions to this representation are:

Seller recognizes that Broker is relying on all information provided herein or supplied by Seller in connection with the Property and agrees to indemnify and hold Broker, its agents, salespersons and employees harmless from any claims, demands, damages, suits, liabilities, costs, expenses and reasonable attorney fees arising out of any misrepresentation made herein by Seller or because of concealment by the Seller.

E. PRORATION/AGRICULTURAL TAX RECOUPMENT. Proration of taxes, and rents shall be made as of the date of **closing in accordance with the custom in _____ County, Ohio.** The utilities shall be paid by Seller to date of possession. If the Property is on the agricultural land list:

N/A Seller Purchaser will be responsible for payment of any CAUV recoupment.

F. ASSESSMENTS. None known by Seller Assessments known _____

G. ENCUMBERANCE.

Account #	Held By	Amount	Lender's Address	Telephone No.
_____	_____	\$ _____	_____	_____
_____	_____	\$ _____	_____	_____

H. SELLER'S ACKNOWLEDGMENT. Seller has received the following forms and information from Broker:

- Consumer Guide to Agency Relationship
- Other (Describe) _____

I. LIABILITY. Seller represents that adequate liability insurance will be kept in force to protect Seller in the event of any damage, losses, or claims arising from entry on to the Property by persons inspecting the property and hereby holds harmless the Listing Broker, Brokerage and its agents, salespersons and employees from any loss, claim or damage resulting therefrom.

J. CONVEYANCE AND STATUS OF TITLES. Seller agrees that at the time of conveyance ("Closing") the Property shall be free of all City, County, State and Federal orders and title shall be conveyed by deed, in fee simple absolute, with release of dower, if applicable. At closing, title shall be marketable, free, clear and unencumbered, except for restrictions and easements of record.

K. FAIR HOUSING/BLOCKBUSTING STATEMENT. This Agreement shall be performed in accordance with the Ohio Fair Housing Law (Sections 4112.02 of the Ohio Revised Code) and the Federal Fair Housing Law (42 U.S. C.A., Section 3601 as amended), pursuant to which it is illegal to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing

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accommodations, or otherwise deny or make unavailable 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 defined in that section, or national origin; or to so discriminate in advertising the sale or rental of housing, in the finance of housing, or in 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.

L. USE OF PERSONAL INFORMATION. In performing services under this Agreement, Broker may collect from Seller non-public, personal information which may include, but is not limited to, financial information, social security numbers and account numbers (“Personal Information”). Seller authorizes Broker to disclose this Personal Information to third parties including (i) mortgage companies and banks, (ii) insurance companies (including title insurance companies), and (iii) real estate service providers, to the extent necessary to facilitate and effect the transaction(s) contemplated by this Agreement. Broker will not otherwise disclose Personal Information to third parties except as authorized by the Seller(s) or as required by law.

M. MISCELLANEOUS. Seller agrees to (1) make the Property available for showings at all reasonable times by Broker, salespersons and other Brokers designated by Broker (2) authorize Broker to advertise, place information about the real estate in the NMLS, promote the sale of the Property, erect a “For Sale” sign thereon and when sold to place a “Sold” sign thereon, except where prohibited by law (3) authorize Broker to disclose all information pertaining to the Property to all parties involved with its marketing and /or sale, including all MLS participants (4) authorize Broker to place information about the Property in any other informational service medium to advertise and promote the sale of the Property and (5) not make a new rental agreement or lease of the Property during the term of this agreement without the consent of the Broker.

N. COMMUNICATIONS. I understand that by signing this Exclusive Right to Sell Contract I consent to receive communications from the REALTOR® Agent and/or Brokerage representing me in the transaction via US Mail or electronic transmission.

O. ELECTRONIC SIGNATURES. Manual or electronic signatures on contract documents, transmitted in original, facsimile or electronic format shall be valid for purposes of this Contract and any amendments, addendums or notices to be delivered in connection with this Contract.

P. SOLE CONTRACT. The parties agree that this contract constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this agreement shall be made in writing signed by both parties and copies shall be attached to all copies of this original agreement.

Q. OTHER CONDITIONS:

Seller(s) Initials _____ / _____

Date _____

S. SELLER'S CONTRACT ACKNOWLEDGEMENT. Seller acknowledges that they have read this contract and the information contained herein is true and accurate to the best of their knowledge and have received a copy of this contract in its completed form.

Seller(s) Signature Date

Seller(s) Address

Seller(s) Telephone Seller(s) Email

Seller(s) Signature Date

Seller(s) Address

Seller(s) Telephone Seller(s) Email

The undersigned accepts the Exclusive Right to Sell agency for the Property on the terms stated above.

Firm Name Agent Name Telephone No.

Firm Address

Agent/Brokerage Signature

**THIS IS LEGALLY BINDING CONTRACT
IF THE PROVISIONS ARE NOT UNDERSTOOD, LEGAL ADVICE SHOULD BE OBTAINED.**

Seller(s) Initials _____ / _____

Date _____