



EXCLUSIVE RIGHT TO SELL CONTRACT

Form Approved by Springfield Board of REALTORS®
(ONLY TO BE USED BY a REALTOR® MEMBER)



Date: _____

1 This Exclusive Right to Sell Contract is made between SELLER(S)/OWNER(S) (“Seller”):
2 _____
3 and _____ Brokerage

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

6 _____
7 (Address to include St., Rd., Ave., Ln., Ct., Cir., City, State & Zip Code) PP#
8 together with all improvements thereon and with all appurtenant rights, including mineral rights, and easements:
9 hereby employs the above Broker as exclusive agent and grants to Broker the exclusive right to sell, without
10 reservation, until MIDNIGHT on _____, 20____ (“Expiration Date”) to sell
11 the property for the sum of \$_____ (“Listed Price”), or to sell on any other terms which are
12 acceptable to the Seller. If a contract to purchase is signed by Purchaser and Seller before this contract expires,
13 the term hereof shall continue until final disposition of the contract purchase.

14 The Property shall include the land, all appurtenant rights, privileges and easements. The Property passing under
15 this contract shall include the following in their present physical condition: all buildings, improvements and
16 fixtures, including, but not limited to, such of the following as are now on the Property: landscaping, electrical,
17 heating, air conditioning, plumbing and bathroom fixtures, window and door shades, blinds, curtain rods,
18 attached fireplace equipment, awnings and screens, storm windows and doors, garage door opener and
19 control(s), water softener, propane tank [leased equipment excluded]. Any personal property items included in
20 the sale listed above and below owned by Seller will be free and clear of liens and security interests at closing.

21 Other Personal Property to remain with the Property:
22 _____
23 _____
24 _____

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

Seller(s) Initials _____/_____

Date _____

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

41 **D. SELLER'S REPRESENTATION.** Seller represents to Broker that Seller (1) is the sole owner of and has
42 exclusive control of the Property (2) is fully authorized and able to enter into and perform this contract (3) certifies
43 there presently exist no defects, agreements, toxic, hazardous or contaminated substances on the Property known to
44 Seller which would adversely affect or materially impair the fitness of the Property for the purpose of its intended
45 use (4) shall continue to maintain the Property including the grounds and improvements thereon in good condition
46 and repair until Possession is given to Purchaser and (5) has not received any directive or notice from any public
47 agency that currently affects the herein property, including any notifications regarding the necessity of a new survey
48 and/or legal description. During the term of this agency, if Seller receives any such notice, Broker herein will be
49 immediately provided a copy of such notice. Exceptions to this representation are:
50 _____

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

55 **E. PRORATION/AGRICULTURAL TAX RECOUPMENT.** Proration of taxes, and rents shall be made as of
56 the date of **closing in accordance with the custom in** _____ **County,**
57 **Ohio.** The utilities shall be paid by Seller to date of possession. If the Property is on the agricultural land list:
58 N/A Seller Purchaser will be responsible for payment of any CAUV recoupment.

59 **F. ASSESSMENTS.** None known by Seller Assessments known _____

60 **G. HOA/CONDO DUES:**
61 HOA/Condo Association Name: _____
62 HOA/Condo Association Contact and Phone Number: _____
63 HOA/Condo Dues: Amount: _____ (monthly/yearly) Pd. Through Date: _____

64 **H. ENCUMBRANCE.**
65 Primary Lien/Mortgage held by: _____ Amount _____
66 Second/Home Equity held by: _____ Amount _____

67 **I. SELLER'S ACKNOWLEDGMENT.** Seller has received the following forms and information from Broker:
68 Consumer Guide to Agency Relationship Property Disclosure Forms Lead-Based Paint Forms
69 Other (Describe) _____

Seller(s) Initials _____ / _____

Date _____

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

74 **K. FAIR HOUSING/BLOCKBUSTING STATEMENT.** This contract shall be performed in accordance with
75 the Ohio Fair Housing Law (Sections 4112.02 of the Ohio Revised Code) and the Federal Fair Housing Law (42
76 U.S. C.A., Section 3601 as amended), pursuant to which it is illegal to refuse to sell, transfer, assign, rent, lease,
77 sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing
78 accommodations. or otherwise deny or make unavailable housing accommodations because of race, color,
79 religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as
80 defined in that section, disability defined in that section, or national origin; or to so discriminate in advertising
81 the sale or rental of housing, in the finance of housing, or in provision of real estate Brokerage services. It is also
82 illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding
83 the entry into the neighborhood of a person or persons belonging to one of the protected classes.

84 **L. LEAD-BASED PAINT.** Seller has been advised that if the Property contains housing constructed before
85 1978, Seller is required (1) to provide the Purchaser a federally approved lead hazard information pamphlet (2)
86 disclose to the Broker and Purchaser the presence of any known lead-based paint and/or lead based paint
87 hazards on the Property and (3) provide the Broker and the Purchaser any additional information, records, or
88 reports in Seller's possession or available to Seller pertaining to lead-based paint hazards in the Property. In
89 addition, Seller must provide the Purchaser an opportunity to conduct a risk assessment or inspection of the
90 Property for the presence of lead-based paint and/or lead-based paint hazards, unless waived by the Purchaser in
91 writing. Finally, any contract for the sale of the Property shall include an attachment containing a Lead Warning
92 Statement as well as the information and disclosure described above. Seller agrees to comply with these
93 requirements and to indemnify, defend and hold Broker harmless against any claims, damages, losses or
94 expense, including attorney's fees, arising from Seller's violations of these requirements.

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

102 **N. MISCELLANEOUS.** Seller agrees to (1) make the Property available for showings at all reasonable times
103 by Broker, Salespersons and other Brokers designated by Broker (2) authorize Broker to advertise, place
104 information about the real estate in the MLS, promote the sale of the Property, erect a "For Sale" sign thereon
105 and when sold to place a "Sold" sign thereon, except where prohibited by law (3) authorize Broker to disclose
106 all information pertaining to the Property to all parties involved with its marketing and /or sale, including all
107 MLS participants (4) authorize Broker to place information about the Property in any other informational
108 service medium to advertise and promote the sale of the Property and (5) not make a new rental agreement or
109 lease of the Property during the term of this agreement without the consent of the Broker (6) if the property is
110 located in a jurisdiction requiring a housing inspection before transfer, Seller(s) shall immediately make
111 application for any required housing inspection and furnish Broker with a copy of the resulting certificate.

Seller(s) Initials _____/_____

Date _____

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

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

118 **Q. PROPERTY ACCESS/SURVEILLANCE**

119 **(1) Key Authorization**

120 Seller authorizes Brokers to place a lock box on the Property and further authorizes Broker, Brokerage and its
121 REALTOR agents, cooperating Brokers, appraisers and inspectors to conduct key-entry of the Property with
122 reasonable advance notice to Seller. Seller represents that adequate insurance will be kept in force to protect
123 Seller in the event of any damage, losses, or claims arising from entry to the Property by persons through the
124 above use of the key and hereby holds harmless the Listing Broker, Brokerage and its agents, salespersons and
125 employees from any loss, claim or damage resulting therefrom. **IF THE SELLER REQUESTS THE LOCK**
126 **BOX COMBINATION, THE SELLER ASSUMES FULL RESPONSIBILITY THEREAFTER FOR**
127 **ANY UNAUTHORIZED ENTRY OF THE PROPERTY FROM THE DATE THE COMBINATION IS**
128 **RECEIVED.**

129 **(2) Unsupervised Property Access**

130 Seller's(s) written consent is necessary for purchasers, inspectors, appraisers, contractors, or other individuals
131 to access the Seller(s) property without a real estate licensee present. Seller is not required to provide such
132 consent; however, granting such consent may help to facilitate the marketing and sale of your property. If you
133 have questions concerning the type of unsupervised access that this section addresses or how much access
134 relates to the marketing and sale of real estate, please speak with your agent concerning such questions.

135 I/we, the undersigned Seller or Sellers of the above described real property (collectively "Seller"), having had
136 the opportunity to consider whether and to what extent to allow unsupervised access to the real estate
137 identified above and to make any further inquires Seller may desire, state as follows (initial one):

138 _____/_____ Seller **does not authorize** the listing agent and brokerage to grant access to Seller's property to
139 any individual(s) without a real estate licensee present.

140 _____/_____ Seller **authorizes** the listing agent and brokerage to grant access to Seller's property to
141 licensed/certified appraisers, home inspectors, contractors, and other professionals without a real estate
142 licensee present for purposes related to the marketing or sale of their property and/or contract to purchase.

143 If Seller consents above, Seller will be notified in advance when such authorized individuals will be entering
144 their property. Seller also understands and agrees that the purchaser or purchasers may attend any
145 appointment with the authorized individuals. Further, Seller agrees to hold the listing agent/brokerage
146 harmless for any damages, including but not limited to real or personal property damages, loss, theft, or injury
147 to others that may occur while such individuals are at their property. Nothing in this consent supersedes or in
148 any way alters any obligations or restrictions under the local board, MLS, or other applicable rules.

Seller(s) Initials _____/_____

Date _____

149 Seller may revoke, grant or limit consent, as the case may be, at any time. Seller agrees to provide notice of
150 any changes to Seller's consent to Seller's agent. Such notice should be in writing if reasonably possible.
151 Such change shall not be effective until notice is actually received by Seller's agent.

152 **(3) Electronic Surveillance Devices**

153 **Seller understands that under Ohio law the Seller cannot use electronic, mechanical or any other device**
154 **to listen, record or otherwise acquire the content of the oral communication of other persons without**
155 **the consent of at least one party to the communication.**

156 Seller agrees that if such surveillance device is present on the property that the Seller will turn off any audio
157 feature of the equipment when other persons are present on the property. This applies to all showings, open
158 houses, and any other appointments at which prospective purchasers, real estate licensees, inspectors,
159 appraisers, contractors, or others are on the property. Seller is advised to consult with an attorney regarding
160 the use of such surveillance devices under Ohio law.

161 Seller also agrees to indemnify, defend and hold the listing brokerage and its affiliated licensees harmless
162 from and against any and all claims, demands, actions, losses, damages or judgements arising out of the
163 seller's use of surveillance devices.

164 _____/_____ Seller **does** have surveillance equipment located on the property.

165 _____/_____ Seller **does not** have surveillance equipment located on the property.

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

169 **S. OTHER CONDITIONS:** _____
170 _____
171 _____
172 _____
173 _____
174 _____
175 _____
176 _____
177 _____
178 _____
179 _____
180 _____
181 _____
182 _____
183 _____
184 _____
185 _____

Seller(s) Initials _____/_____

Date _____

186 **T. SELLER'S CONTRACT ACKNOWLEDGEMENT.** Seller acknowledges that they have read this
187 contract and the information contained herein is true and accurate to the best of their knowledge and have
188 received a copy of this contract in its completed form.

189 _____
Seller(s) Signature Date

190 _____
Seller(s) Address

191 _____
Seller(s) Telephone Seller(s) Email

192 _____
Seller(s) Signature Date

193 _____
Seller(s) Address

194 _____
Seller(s) Telephone Seller(s) Email

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

196 _____
Firm Name Agent Name Telephone No.

197 _____
Firm Address

198 _____
Agent/Brokerage Signature

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