



eAgent Exclusive Right To Sell Agreement



In consideration of the services to be performed by eAgent Real Estate (Further known as "Broker") I hereby grant to Broker the sole right to sell my real property on the following terms and conditions:

Property Address: _____ PP# _____

Listing Price:\$ _____, I authorize Broker to reduce list price on or about every 15 days in amounts of:
[] \$0 [] \$250 [] \$500 [] \$750 [] \$1000 [] \$1250 [] \$1500 [] \$1750 [] \$2000

TERM: Six (6) months from _____ through midnight on _____
If during the listing term the Broker obtains an offer to purchase the property at the listing price or if the property is sold or exchanged at any price and any terms to which I may consent, I agree to pay the Broker a brokerage fee subject to **COMMISSION OPTIONS page 3:** I also agree that such a Brokerage fee shall be paid if the property is sold or exchanged by me or through another real estate company within six (6) months following the term of this agreement or any extensions thereof to anyone to whom this Broker or its cooperating broker have submitted the property and of whom I have received notice.


I agree to immediately refer to Broker all prospective Brokers who contact me for any reason and to provide Broker their names and addresses. This Broker is authorized to place a For Sale Sign on the property where permissible and at seller option place a lockbox on the property. The property shall be entered into the Multiple Listing Service subject to the rules and regulations of the Multiple Listing Service. During the term of this Agreement and any extensions of it, Seller grants to Broker the sole and exclusive right to publish and to grant to others the right to publish any and all descriptive information about the property including without limitation print, video, audio, photographic and electronic descriptions. Seller further authorizes Broker to take or have taken interior and exterior photographs/Video of the Property, and to have such photographs digitized, reproduced, published, transmitted and disseminated and displayed in any form or manner, including without limitation, on and through any Multiple Listing Service, the internet, as well as any other media or means to aid in the sale or rental of the Property. Seller hereby releases Broker, its employees and agents from any and all liability arising from or related to showings and the use, distribution or display of any property information. This Broker shall also permit the property to be shown by other Brokers or as agreed above and may pay part of the above brokerage fee to such brokers. This Broker is authorized in its sole discretion to determine with which brokers it will cooperate with and the amount of the brokerage fee that it will offer cooperating brokers in the sale of the property.

Seller agrees (1) to disclose to potential Buyers any conditions referenced in the State of Ohio Residential Property Disclosure Form; (2) to provide written disclosures of any other material defects which are or may become known to seller; (3) to complete the Federal Lead Based Paint Addendum if the property was built prior to 1978. Seller warrants that there are no encroachments, pending lawsuits, foreclosures, divorce actions, utility, tax, or mechanics liens, or other matters that could affect Sellers ability to provide clear title property, except the following:

Seller also acknowledges review and receipt of this Brokers written disclosure of its company policy on agency relationships.

HOME WARRANTY: Seller _____ elects _____ does not elect to provide a Home Warranty Plan to the Buyer at the cost of \$ _____ to be paid at time of title transfer through escrow. I understand that This Broker and my agent may receive an administrative service fee for the Home Warranty.

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, refuse to negotiate for the sale or rental of housing 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 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.

	\$199 GOLD Package	\$299 PLATINUM Package	\$499 Diamond Package	(3) \$199 Payments Full Service + Marketing Upgrade	6% Flat	7% Flat
Balance Broker Commission Paid @ Closing Through Escrow	4.5%	4.5%	4.5%	4.5%	6%	7%
Broker Administration Fee/Technology Fee	\$0	\$0	\$0	\$0	\$0	\$310
Savings	\$3,861	\$3,761	\$3,561	\$3,463	\$1,810	\$0
MLS Listing	√	√	√	√	√	√
Listing Term	6 Months	6 Months	6 Months	6 Months	6 Months	6 Months
Seller Determined Asking Price	√	√	√	√	30 Days	30 Days
Terminate Listing @ anytime prior to a purchase agreement(View Policy)	√	√	√	√		
100% Money Back Guarantee(View Policy)	√	√	√	√		
Upgrade @ Prior to offer on your property	√	√			30 Days	30 Days
Know What's Going On In Your Market	√	√	√	√	√	√
Estimate Your Closing Costs	√	√	√	√	√	√
Sign	√	√	√	√	√	√
Lockbox		√	√	√	√	√
Broker Pictures upto 25 (\$199 Plan Seller Must Provide 5mp or less)		√	√	√	√	√
Submission to additional sites including but not limited to Realtor.com, Yahoo, Zillow, Trulia, Hotpads, Vast, Aol, Cyberhomes, Oodle, Local, ClevelandHomeFinder, Howard Hanna, Keller Williams, ReMax, Century 21, ERA, Prudential, Coldwell Banker, and ALL other Broker/Agent sites who internet market through the MLS		√	√	√	√	√
MULTIPLE Domain Marketing that Promotes YOUR Property			√	√	√	√
YourPropertyAddress.com IF AVAILABLE in the suffix of broker's choice example .com,.net			√	√	30 Days	30 Days
Property Video, Custom Webpage			√	√	√	√
Custom Sign Rider			√	√	30 Days	30 Days
Facebook, Craigslist, Backpage, Linkedin, Twitter YouTube			√	√	√	√
Coordinate showing appointments. Communicate feedback IF agents provide!!		√	√	√	√	√
Interpret contract & Costs associated w/offer to purchase submitted on your property	√	√	√	√	√	√
Direct process to closing by coordinating with Agents, Lenders, Inspectors & Title Companies		√	√	√	√	√
Coordinate Key Exchange		√	√	√	√	√
SAVINGS	\$3,861	\$3,761	\$3,561	\$3,463	\$1,810	\$0



COMMISSION OPTIONS: This agreement will serve as escrow instructions.

I agree that if the property is subject to short sale the Broker's commission will be 6%. ALL buy down fees will be credited at closing and deducted from the commission. Unless otherwise specified by Broker in writing.

GOLD-\$199 prepaid and 4.5% of purchase price, paid at title transfer through escrow. You may upgrade plan prior to an offer being submitted. 100% refundable subject to guarantee policy.

PLATINUM-\$299 prepaid and 4.5% of purchase price, paid at title transfer through escrow. You may upgrade plan prior to an offer being submitted. 100% refundable subject to guarantee policy.

DIAMOND-\$499 prepaid and 4.5% of purchase price, paid at title transfer through escrow. 100% refundable subject to guarantee policy.

(3) Consecutive monthly installment payments of \$199 and 4.5% of purchase price, paid at title transfer through escrow. 100% refundable subject to guarantee policy.

6% of purchase price, paid at title transfer through escrow. You may upgrade Plan prior to an offer being submitted.

7% of purchase price, paid at title transfer through escrow and \$310 Broker Administration Fee.

OPTIONAL Buyer's Agent Bonus Program EXCLUSIVELY added to the buyer's agent commission.

\$0 .25% .50% .75% 1%

Showing Instructions:

No Appointment/No call No Appointment w/Call By Appointment ONLY 24 Hr Notice

EXCLUSIVE GUARANTEE POLICY:

If you chose ANY Equity Saver Commission Plan with a buy down option you may terminate the broker listing contract at ANY TIME (Prior to having an offer submitted on your property) upon the buy down option of your choice being paid in full. Broker offers the option for you to receive a 100% FULL REFUND of all buy down funds paid covering ALL Equity Saver Commission Plans with a buy down option, If you choose to list with a talented agent in the eAgent Referral Network and your property's title transfers,

You will receive a 100% refund of buy down money paid to eAgent Real Estate.

Broker may terminate this agreement at anytime. If Broker terminates agreement prior to expiration, Broker shall refund 100% of buy down funds paid in full.

eAgent: _____ Date: _____

The Undersigned hereby acknowledges receipt of a copy of this:

OWNER: _____ OWNER: _____

Print: _____ Print: _____

Cell: _____ Home: _____ Cell: _____ Home: _____

EMAIL: _____ EMAIL: _____

Talk Text eMail Talk Text eMail

Computer crime will be reported to the Criminal Division of the Department of Justice.