



### Exclusive Right to Sell Contract

Adopted by Guernsey-Muskingum Valley Association of REALTORS® June 2015

**1. THE UNDERSIGNED:** Legal Owner (or authorized persons) desires and agrees to sell the following described property, to wit:  
PARCELS(s): \_\_\_\_\_

LEGAL: \_\_\_\_\_

STREET \_\_\_\_\_ CITY \_\_\_\_\_

COUNTY \_\_\_\_\_, OHIO, does hereby grant to the undersigned Broker the sole exclusive right to sell, without reservation, for a period beginning \_\_\_/\_\_\_/\_\_\_ (listing date) and ending on \_\_\_/\_\_\_/\_\_\_ (expiration date), hereinafter called the exclusive right to sell contract.

**2. THIS EXCLUSIVE RIGHT TO SELL** contract is made between \_\_\_\_\_ (print)  
Seller/Owners whose address is \_\_\_\_\_ and  
\_\_\_\_\_ (print) real estate brokerage.

**3. TERMS OF SALE:** The real property will be offered for sale at a price of \$ \_\_\_\_\_, or to sell or exchange on any terms that are acceptable to owner of the above described property. Seller/Owner agrees to convey marketable title to the Real property by General Warranty deed with release of dower.

**4. COMMISSION:** Seller/Owner agrees to pay Broker a commission of \_\_\_\_\_% of the gross selling price or \$ \_\_\_\_\_, whichever is greater. This right to a commission applies to any sale during the Listing Period, whether the Real Property is sold thru Broker, by Sellers/Owner's own efforts, or otherwise, and applies regardless of the amount of the sales price accepted by Seller/Owner or Broker produces a Buyer ready, willing and able to purchase the Property on the above terms and conditions. In addition, Broker shall be entitled to the same commission if the Real Property is sold within the \_\_\_\_\_ day period following the expiration of the Listing Period to any person (or anyone acting on that person's behalf) with whom Broker had made contact relative to the sale of the Real Property before the expiration of the Listing Period. However, this right to a commission with respect to a sale during the Terminal Period shall not be operative if the Real Property is then listed with another real estate Broker who will receive the commission. In the event Seller/Owner defaults on a sales contract for the above described property for any reason other than inability to convey good legal title, the Owner shall pay to Realtor the above stated commission.

**5. EXTENSION:** In the event a contract has been executed by Seller/Owner during the term of this listing period or any extension hereof and said contract is still pending at time of expiration of the listing period, then Seller/Owner agrees to pay the commission to Broker provided for herein in accordance with this listing agreement, and to extend this listing agreement for this purpose only, until closing and disbursement of funds of the "provided" contract.

**6. SELLER/OWNER AUTHORIZE:** That this property **Shall Be** **Shall Not Be** listed with the Guernsey-Muskingum Valley Association of Realtors multiple listing service. Broker is further authorized to place information about the property in any other informational service medium to advertise and promote the sale of the property, and to divide its commission in accordance with Broker's usual practices or its company policy with other Brokers procuring the buyer/tenant

**7. MARKETING AUTHORIZATION:** Seller/Owner agrees Broker may place a "For Sale" sign on the property and acknowledges receipt of a copy of this listing agreement which contains the entire agreement between the parties. Seller/Owner agrees that Broker may disseminate this listing information to other brokers and release the sales price of this property and terms of sale, when sold, to other brokers. Seller/Owner warrants and represents that the information given in this listing and on the attached profile sheet which is incorporated herein by true and correct information according to the best of the Seller/Owner's knowledge and the Seller/Owner agrees to hold Broker, cooperation brokers, and the Guernsey-Muskingum Valley Association of REALTORS®, Inc., and its Multiple Listing Service Division, harmless from any damages, costs or attorney's fees arising by reason of the withholding of information or the giving of incorrect information in this listing and its attached profile sheet. Seller/Owner hereby authorizes and directs that Broker and any cooperating broker may disclose in writing by means of an addendum to any contract or offer on the above referenced property the sources of the information given in this listing and on the attached profile.

**10.FAIR HOUSING STATEMENT:** This agreement shall be performed in accordance with the Ohio Fair Housing Law (Section 4112.02(H) of the Ohio Revised Code) and the Federal Fair Housing Law (42 U.S.C.A. as Section 3601), 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 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 national origin; or to so discriminate in advertising the sale or rental of housing, that section, disability 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.

**11.LOSS OR DAMAGE:** Broker does not assume any responsibility for and Seller/Owner agrees not to hold Broker liable for loss or damage of personal or real property on the above described property due to vandalism, theft, freezing water pipes or other causes.

**12.LOCKBOX DEVICE:** enables cooperating Brokers to gain access to the property. It is a container placed on the property by Broker in which the key to the property is placed. The lockbox device is locked and opened by a key or combination. Whoever possesses a key or combination to the lock box device has access to the property. Seller/Owner recognizes the risk involved in such an arrangement, but in order to facilitate the showing of the property, Seller/Owner authorizes Broker to place a lockbox on the property.  Yes  No

**13. IT IS FURTHER AGREED:**

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Real Estate Broker/Agency (print name)	Seller/Owner (print name)
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By (listing agent – print name)	Seller/Owner Signature	Date
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Listing Agent Signature	Date	Address	Phone
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Address of Broker	Phone #	Seller/Owner (print name)	
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Seller/Owner Signature	Date
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Address	Phone
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