



**EXCLUSIVE RIGHT TO SELL AGREEMENT (page 1 of 2)**



Dated at \_\_\_\_\_, Ohio, \_\_\_\_\_, 20\_\_\_\_\_

In consideration of your promise to use your efforts to find a Purchaser(s), we, the undersigned Seller(s), hereby grant to you an exclusive right to sell, for six (6)/nine (9)/twelve (12) Months from above date, the property know as \_\_\_\_\_

\_\_\_\_\_ County, State of Ohio, (the "Property") for the

sum of \$\_\_\_\_\_ payment as follows: \_\_\_\_\_ or at any other price, terms, or exchange to which we consent in writing. If said property is sold before the expiration of this agreement by you or us or any other broker, or if it is sold within twelve (12) months after such expiration to anyone with whom you or us or any other broker have had negotiations, or if within listing period to be rented to such person and subsequently sold to such person, we promise to pay OwnerLand Realty, Inc. \_\_\_% of the sale price of improved property (minimum \$\_\_\_\_\_) and \_\_\_% of the sale price of vacant property or farms (minimum \$\_\_\_\_\_). In the event OWNERS desire to remove the property from the market, OwnerLand Realty, Inc. shall be due a \$\_\_\_\_\_ cancellation fee. Subject to Broker approval. All commissions are due at the time of closing.

This listing agreement expires at midnight on \_\_\_\_\_, 20\_\_\_\_\_

This listing agreement is subject to the following terms and conditions and representations:

A. In the event of such sale, Seller(s) will execute and deliver to said Purchaser(s) a general warranty deed for the Property with full covenants of warranty and release of dower. Taxes and assessments, rentals, interest, condominium charges, and/or on mortgages assumed by Purchaser(s) shall be said and duly prorated between Sellers and the Purchaser(s) according to the local custom in the area where the Property is located. Seller(s) will pay for all agricultural use tax recoupment for the years prior to closing and will prorate the agricultural use tax recoupment for the year of closing.

B. Seller(s) represents the title to the Property to be good and merchantable and to be in the name(s) of the undersigned Seller(s), and Seller(s) will furnish evidence of marketable title made by a responsible title company to the same, along with proof that water/sewer liens are paid.

C. OwnerLand Realty is authorized to place a "For Sale" sign on the Property. Seller(s) agrees to make the Property available for showing by OwnerLand Realty, inc. at any reasonable time and OwnerLand Realty, Inc. shall retain a key to the property. OwnerLand Realty, Inc. is further authorized to photograph the property and publish such photograph or advertise property in any appropriate media.

D. Possession shall be given Purchaser(s) \_\_\_\_\_ days from the date of closing. Property will be conveyed in the same condition as when contracted for, normal wear and tear expected.

E. Seller(s) acknowledges the existence of various Federal, State and Local "Fair Housing" laws and agrees to observe their various provisions.

F. Seller(s) represents that the use of the Property herein listed is in conformity with applicable zoning laws, restrictions of record and that there are no pending orders of the Board of Health against Property. Seller(s) is aware that Seller(s) is responsible for the maintenance and care of the property and that OwnerLand Realty, Inc. assumes no responsibility for the same.

G. Seller(s) further represents that all information set for this listing agreement is true and accurate, and that any hidden defects in the Property are shown herein. Seller(s) further agrees to indemnify the OwnerLand Realty, Inc. in the event that it or its agents are damaged by Seller(s) failure to disclose any defects. To the best of Seller('s) (s') knowledge, Seller(s) represents to OwnerLand Realty, Inc. and prospective Purchaser(s) that the property is not insulated with products containing urea-formaldehyde, nor are there any other hazardous materials or substances or excess levels of radon gas on the Property nor is the Property infested with termites or other pests.

H. Seller(s) authorizes OwnerLand Realty, Inc. to place information about the property in the Multiple Listing Service of the Toledo Board of Realtors or other applicable Boards, thereby authorizing to offer compensation to the cooperating Brokers. OwnerLand Realty may also disclosure information pertaining to the property to M.L.S. participants authorized to receive information. Seller(s) further authorizes OwnerLand Realty to compensate other Brokers for the sale of the property, either as subagents for the Seller(s) or as Buyer's Broker, and to indicate the above on Toledo Board of Realtors or other applicable Boards multiple listing services.

J. Seller(s) will refer to the OwnerLand Realty, Inc. all inquires received by Seller(s) during the period of this listing.

K. Seller(s) represents to OwnerLand Realty, Inc. that Seller(s) is not a foreign person(s) subject to the withholding provisions of Section 1445 of Internal Revenue Code.

L. If an Addendum or Addenda are made part of this listing agreement check here \_\_\_\_\_.

**ACCEPTED:**

OwnerLand Realty, Inc.

By \_\_\_\_\_  
Listing Sales Associates

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Complete Address

TD \_\_\_\_\_ Parcel \_\_\_\_\_

\_\_\_\_\_  
Telephone Number \_\_\_\_\_



**EXCLUSIVE RIGHT TO SELL AGREEMENT (page 2 of 2)**



LOT SIZE \_\_\_\_\_ LEGAL DESCRP. \_\_\_\_\_ CITY/TWP. \_\_\_\_\_

LISTING BROKER OWNERLAND REALTY, INC. PHONE \_\_\_\_\_

LISTING SALESMAN \_\_\_\_\_ PHONE \_\_\_\_\_

REASONS FOR SELLING	POSSESSION				TERMS OF SALE
NO STORIES _____ AGE _____	RM. DESCR. & SIZES	LOC	CRPT	DRPS	
CONSTR. _____ ZONING _____	ENTRY X				TAXES ½ YR. GEN\$ SPCL \$
WATER _____ GAS _____	LIV. RM. X				TOTAL ½ YR. TAXES
220 ELEC. _____ PAVING _____	DIN. RM. X				OTHERS FOR YEARS TO GO ON
SAN.SWR. _____ STRM. SWR. _____	KITCHEN X				TOTAL BAL. DUE SPECL. ASSMTS \$
GARAGE _____ DRIVEWAY _____	FM. RM. X				UTILITY ROOM
FLOORS _____ WALLS _____	DEN X				KITCHEN: EAT-IN SPC.
ROOF _____ AIR COND. _____	BDRM. X				BLT-IN RANGE OVEN
STRM.WIND _____ T.V.ANT. _____	BDRM. X				DISPOSAL DISHWASHER
TYPE HEAT _____ COST PR. YR. _____	BDRM. X				SLAB CRAWL
WTR.HTR _____ W.B.FRPL. _____	BDRM. X				BASEMENT REC.RM.

PUBLIC: GR \_\_\_\_\_ JR \_\_\_\_\_ HI \_\_\_\_\_

PAROCHIAL: GR \_\_\_\_\_ JR \_\_\_\_\_ HI \_\_\_\_\_

REMARKS: \_\_\_\_\_

DIRECTIONS: \_\_\_\_\_

For Appt. DATE OF LISTING \_\_\_\_\_, 20 \_\_\_\_\_ PROPERTY TYPE: 3 APARTMENT (3 UNITS OR MORE)  
 1 SINGLE FAMILY RESIDENCE 4 CONDOMINIUM  
 EXPIRATION DATE \_\_\_\_\_, 20 \_\_\_\_\_ 2 DUPLEX

PRICE	ADDRESS	TYPE	ROOMS	BDRMS	UP BATHS DN	AREA	MLS. NO.

PRESENT MTGE. AT \_\_\_\_\_ LOAN NO. \_\_\_\_\_

TYPE MTGE. \_\_\_\_\_ APPROX. BAL. \_\_\_\_\_

It is illegal, pursuant to the Ohio fair housing law, Division (H) of Section 4112.02 of the revised code and the federal housing law, 42 U.S.C.A. 3601, 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, ancestry, handicap, 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.