

Exclusive Right to Sell Listing Contract**("Contract")**

A product of the

REALTOR® ALLIANCE OF GREATER CINCINNATI, INC.Approved by Board Legal Counsel, except for underlined items,
for exclusive use by REALTORS®.

This is a legally binding contract. If not understood, seek legal advice.

For real estate advice, consult your REALTOR®.



_____, Ohio.
NAME OF LISTING REALTOR® FIRM

1. APPOINTMENT OF REALTOR®: The undersigned owner(s)/authorized representative(s) (hereinafter referred to as "Seller"), hereby employs the undersigned REALTOR® Firm ("REALTOR®") as Seller's exclusive agent and grants to REALTOR® the exclusive right, without reservation, from ☐ a.m. ☐ p.m. ☐ noon on _____ ("Commencement Date") until midnight of _____ ("Expiration Date") to sell the following described real property ("Real Estate"): Address _____, City/Township _____, Ohio, Zip Code _____, County _____, further described as (include county Auditor's Parcel Number(s) for each and every parcel included in sale): _____

_____ together with all improvements thereon and with all appurtenant rights and easements and other items listed in Section 4 of this Contract for the sum of \$ _____ ("Listed Price"), or to sell or exchange it on any other terms which are acceptable to the Seller. Seller agrees to delegate to REALTOR® the authority to appoint other licensees within the brokerage to represent Seller's interest. If an appointment is made, Seller will be notified at the time of the appointment. Seller has the right to veto the appointment of any other licensee.

2. REALTOR® ACCEPTANCE: REALTOR® accepts employment and agrees, in consideration of agreements by the Seller, to use its best efforts to sell the Real Estate.

3. INCLUSIONS/EXCLUSIONS OF SALE: The Real Estate shall include the land, together with all buildings, improvements, fixtures, and all items affixed or wired to the property located thereon (but excluding any items specifically excluded below), and all appurtenant rights, privileges, easements, fixtures and all of, but not limited to, the following items, if they are now located on the Real Estate and used in connection therewith: electrical; plumbing; heating and air conditioning equipment, including window units; bathroom mirrors and fixtures; shades; blinds; awnings; window rods; window/door screens, storm windows/doors; shrubbery/landscaping; affixed mirrors; affixed floor covering; wall-to-wall, inlaid and stair carpeting (attached or otherwise); fireplace inserts/grates; fireplace screens/glass doors; wood stove; gas logs and starters; television and/or sound system mounting brackets (excluding televisions and/or sound system), aerials/rotor operating boxes/satellite dishes (including non-leased components); affixed humidifiers; water softeners; water purifiers; central vacuum systems and equipment; doorbells/chimes; garage door openers/operating devices; all affixed surveillance, monitoring, security alarm systems/cameras and affixed-system operating controls; all affixed furniture/fixtures; utility/storage buildings/structures; inground/above ground swimming pools and equipment; swing sets/play sets; affixed basketball backboard/pole; propane tank/oil tank and contents thereof; electronic underground fencing transmitter and receiver collars; and parking space(s) number(s) _____ and storage unit number _____ (where applicable); The following appliances shall also be included: ranges, ovens, microwaves, refrigerators, dishwashers, garbage disposers, and trash compactors, unless specifically excluded in a purchase contract. Notwithstanding the foregoing, any free-standing, countertop appliances shall not be included unless specifically delineated in a purchase contract. **The following items, which are leased in whole or in part, shall be excluded from the sale by so indicating in a purchase contract** (please check appropriate boxes); ☐ water softener; ☐ security/alarm system; ☐ propane tank; ☐ satellite dish; ☐ satellite dish components: _____. Seller shall provide all keys to the Real Estate and provide information for items that require codes/programming no later than the date of occupancy.

THE FOLLOWING ITEMS ARE TO BE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE PER THE TERMS OF A PURCHASE CONTRACT: _____

_____. *In the event of a conflict between this Section 3 and any subsequent purchase contract between Seller and a potential buyer, the subsequent agreement shall control.*

4. OTHER ITEMS: The following items shall be included in the marketing of the Real Estate for sale: _____.

5. CERTIFICATION OF OWNERSHIP: Seller certifies that Seller owns all of the above Real Estate and other items included in the sale as listed in Sections 3 & 4 and that they will be free and clear of any debt, lien, or encumbrances at closing (except as listed in Section 11 of this Contract). Seller also represents that those signing this Contract constitute all of the owners of title to the real property and other items listed in Sections 3 & 4, together with their respective spouses, if applicable. In the event of power of attorney, trust, corporation, limited liability company, inheritance or other right of transfer, documentation of authority to convey the Real Estate shall be provided to the title company upon request.

Seller's initials _____

Date/Time: _____

6. POSSESSION AND OCCUPANCY: Subject to rights of tenants, possession/occupancy shall be given to the individual or entity acquiring the Real Estate (hereinafter referred to as, "Buyer") as agreed in a purchase contract. Seller shall order final meter readings to be made as of the occupancy date for all utilities serving the Real Estate and Seller shall pay for all final bills rendered from such meter readings. Seller shall provide all keys, door openers, and information for items that require codes/programming no later than the time of occupancy. Seller acknowledges and agrees that prior to Buyer taking possession of the Real Estate, Seller shall remove all personal possessions not included in the purchase contract and shall remove all debris. **If Seller fails to vacate as agreed in this Contract or any attached post-closing occupancy agreement, Seller shall be responsible for all additional expenses, including attorney's fees, incurred by Buyer to take possession as a result of Seller's failure to vacate.** This provision shall survive the Closing and delivery of the deed, and the REALTOR® shall not be responsible for enforcement of this provision. **Seller shall provide Buyer the opportunity to conduct a walk-through inspection of the Real Estate within 48 hours prior to Closing, solely for the purpose of ascertaining that the Seller has maintained the Real Estate as required herein and has met all other contractual obligations.**

7. SELLER'S CERTIFICATION: Seller certifies that to the **Best of Seller's knowledge:** The Real Estate:

(a) ☐ is ☐ is not located in a Historic District,

(b) ☐ is ☐ is not subject to a lease

(c) ☐ is ☐ is not subject to an agreement pertaining to joint maintenance of shared aspects of/by the real estate (not covered by HOA). If affirmative, describe: _____.

(d) ☐ is ☐ is not located in a flood plain requiring insurance

(e) ☐ is ☐ is not subject to a municipal pre-sale inspection, disclosure, and/or certification of occupancy; if the Real Estate is located in a jurisdiction requiring housing inspection before transfer, Seller shall be responsible for completing and submitting the necessary application and will furnish to Buyer or Buyer's agent a copy of the resulting unconditional certificate on or before the date of Closing.

(f) ☐ is ☐ is not subject to pending orders of any public authority. If affirmative, describe: _____.

(g) ☐ has ☐ has not had work performed or improvement constructed that may result in future assessments. If affirmative, describe: _____.

(h) ☐ has ☐ has not received notices from a public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions or other similar matters. If affirmative, describe: _____.

(i) ☐ yes ☐ no toxic, explosive or other hazardous substances have been stored, disposed of, concealed within or released on or from the Real Estate and/or other adverse environmental conditions exist within the boundaries of the Real Estate. If yes, describe: _____.

(j) ☐ is ☐ is not subject to encroachments, shared driveways, party walls. If affirmative, describe: _____.

(k) ☐ yes ☐ no there are property tax abatements or homestead exemptions currently affecting the Real Estate. If yes, describe: _____.

(l) ☐ yes ☐ no there have been (site or area) improvements installed or services furnished, and/or Seller has received notification(s) from public authority(ies) or owner's association of future improvements, for which any part of the costs may be assessed against the Real Estate. If affirmative, describe: _____.

(m) ☐ is ☐ is not owned by any person(s) or entity(ies) subject to Foreign Investments in Real Property Tax Act (FIRPTA).

Seller understands that the law requires disclosure of all known material defects adversely affecting the Real Estate and that failure to disclose all known material defects may result in civil liability. Seller represents that except as disclosed in the state-mandated property disclosure form completed by the Seller and attached to this Contract, Seller has no knowledge of and has not notified REALTOR® of any material defects concerning the Real Estate. Seller understands that prospective buyers and other REALTORS® may rely upon the state-mandated property disclosure form and the assurances by the Seller in this paragraph. Seller shall continue to maintain the Real Estate, including the grounds and improvements thereon, in good condition and repair, ordinary wear and tear excepted, until possession is given to Buyer. Inspections regarding the condition and use of the Real Estate shall be the sole responsibility of Buyer.

8. LEAD-BASED PAINT CERTIFICATION: Seller agrees to complete a federal-mandated lead-based paint disclosure form if home was built prior to 1978.

9. PROPERTY DISCLOSURE: Seller agrees to complete the state-mandated property disclosure form or the Ohio REALTORS® Residential Property Disclosure Exemption Form. Seller understands that they are obligated to disclose to prospective buyers if they become aware of any material defects discovered after the initial signing of the property disclosure form.

10. HOMEOWNER ASSOCIATION/CONDOMINIUM/DECLARATIONS, BYLAWS AND ARTICLES: Real Estate

(a) ☐ is ☐ is not subject to a homeowner association established by recorded declaration with mandatory membership,

(b) ☐ is ☐ is not subject to currently approved and/or pending homeowner association assessment (separate from HOA fees). If affirmative, please provide amount(s) and describe: _____.

Seller's initials _____

Date/Time: _____

(c) ☐ is ☐ is not subject to mandatory fees imposed on the real estate [☐ pool, ☐ golf course, ☐ other _____]
(separate from HOA fees).

Seller certifies that the current HOA fees are: \$ _____ ☐ Monthly ☐ Quarterly ☐ Annually and/ or
☐ Other _____.

Seller further certifies that, to the **best of Seller's knowledge**, there are no Homeowner Association violations (current or outstanding) affecting the Real Estate except: _____

_____. If the Real Estate is subject to any such items listed above or any other restrictions/regulations known to Seller, Seller will, at Seller's expense, provide Buyer with a current copy of the documents affecting the real estate including, but not limited to, **documents recorded with the county, the Association Declaration, the Association's financial statements, Rules and Restrictions, schedule of monthly, annual and special assessments/fees, architectural standards (to the extent not included in the Rules and Restrictions), the Bylaws and the Articles of Incorporation, Minutes for the previous 2 years, and other pertinent documents ("Documents")** as requested. Seller shall secure, at Seller's expense, written approval for the sale of the Real Estate, if required by the Documents. Seller shall, at Seller's expense, provide any letter of assessment required at Closing by the lender and/or title company.

11. CONVEYANCE AND STATUS OF TITLE: Seller agrees to execute all documents required by the closing/escrow agent. Seller shall be responsible for transfer taxes/conveyance fees, Condominium or HOA transfer fees, deed preparation, the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Real Estate as required by a purchase contract; and shall convey marketable title (as determined with reference to the Ohio State Bar Association Standards of Title Examination) to the Real Estate by recordable and transferable deed of general warranty or fiduciary deed, if applicable, in fee simple absolute, with release of dower. Title shall be free, clear and unencumbered as of Closing, with the exception of the following: (1) covenants, conditions, restrictions and easements of record, (2) legal highways, (3) any mortgage expressly assumed by Buyer and agreed to by Seller's current lender in writing, (4) all installments of taxes and assessments becoming due and payable after closing, (5) zoning and other laws, (6) homeowner/condominium association fees becoming due and payable after Closing, and (7) the following assessments (certified or otherwise): _____. List all persons or entities, including yourself, who own any portion of the Real Estate and/or have an ownership interest in the Real Estate (dower/ownership rights) and/or the names of the individuals whose signature is necessary in order to convey the real estate: _____.

12. TAXES AND ASSESSMENTS: At Closing, Seller shall pay or credit on the purchase price (a) all real estate taxes and assessments, including penalties and interest, which became due and payable prior to the Closing, (b) a share of the real estate taxes and assessments becoming due and payable after the Closing, prorated as of the Closing date in the manner set forth in a purchase contract, and (c) the amount of any agricultural tax savings accrued as of the Closing date which would be subject to recoupment if the Real Estate were converted to a non-agricultural use as set forth in a purchase contract.

13. OTHER PRORATIONS: There shall be prorated between Seller and Buyer as of Closing: (a) homeowner/condominium association assessments and other charges imposed by an association under the terms of the Association/ Condominium Documents (if applicable), and/or, (b) rents and operating expenses if the Real Estate is rented to tenants. Security and/or damage deposits held by Seller shall be transferred to Buyer at Closing without proration.

14. REALTOR®'S COMMISSION: Seller agrees to pay REALTOR® a commission ("Commission") of \$ _____ or _____% of the gross selling price regardless of agency relationships, in the event that, within the exclusive listing period (a) Seller conveys or agrees to convey the Real Estate; or (b) REALTOR® or any person procures a written offer to purchase from a buyer who is ready, willing and able to purchase the Real Estate for the listed price or any other price acceptable to Seller, unless the closing does not take place due to no fault of the Seller.

15. PROTECTION PERIOD: Seller agrees to pay REALTOR® the Commission if the Seller, acting as Seller's own agent, within _____ days after the Expiration Date, conveys or agrees to convey the Real Estate to any Buyer, whether individually or in combination with others, with whom Seller negotiated during the term hereof, or to any Buyer, whether individually or in combination with others, who was shown the Real Estate by REALTOR® or any person during the term hereof. This clause shall be null and void if the Real Estate has been listed exclusively with another broker by written agreement.

16. COOPERATION WITH OTHER BROKERS: The REALTOR® may seek cooperation from other brokers ("Cooperating Broker(s)") and their agents to procure a Buyer and, accordingly, the REALTOR® is authorized to offer compensation to Cooperating Brokers. Seller authorizes REALTOR® to pay _____ to any Cooperating Broker that has participated in the sale of the Real Estate as the procuring broker, regardless of agency relationships.

17. CIVIL RIGHTS: 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, military status, familial status, ancestry, disability, or national origin as defined in Section 4112.01 of the Revised Code 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

Seller's initials _____

Date/Time: _____

161 to one of the protected classes.

162 **18. MLS AUTHORITY:** REALTOR®/Broker is authorized to file said listing and place information about the real estate in the
 163 Multiple Listing Service of Greater Cincinnati, or any other multiple listing service to which REALTOR®/Broker is a member, in
 164 accordance with MLS Regulations. The REALTOR®/Broker and MLS may disclose information pertaining to said Real Estate to
 165 MLS Participants authorized to receive MLS information. REALTOR®/Broker is further authorized to place information about
 166 the Real Estate in any listing services, informational services and other media of REALTOR®'s choosing to advertise and promote
 167 the sale of the Real Estate. REALTOR® is authorized to disclose in any MLS said information with the following provisions:

- 168 1) ☐ yes ☐ no - Publish Listings to Internet;
 169 2) ☐ yes ☐ no - Show Address on Internet;
 170 3) ☐ yes ☐ no - Allow Internet AVM [Automated Valuation Model];
 171 4) ☐ yes ☐ no - Allow Internet Blogging;
 172 5) ☐ yes ☐ no - Subject to Short Sale/third-party approval

173 If yes, Seller agrees to execute the Short Sale Listing Addendum. Seller authorizes REALTOR® to disclose financing and other
 174 concession data upon inquiry by other real estate professionals and to any authorized database, as applicable, to the extent necessary to
 175 establish accurate market value.

176 **19. SIGNS:** REALTOR® ☐ is authorized ☐ is not authorized to place its sign(s) on the Real Estate and to promote its sale,
 177 except were prohibited by law or regulation. When sold, REALTOR® is authorized to place a "Sold" sign thereon. Seller
 178 acknowledges and agrees that no signs, advertising, or other promotions containing the language "for sale by owner" will be used
 179 to advertise the Real Estate, pursuant to Ohio Revised Code 4735.16(B)(4).

180 **20. SELLER'S COOPERATION:** Seller agrees to cooperate with REALTOR® by making the Real Estate available for showing
 181 to prospective buyers, inspectors, appraisers, and other authorized parties as required by the purchase contract at reasonable hours

182 **21. KEY/ACCESS AUTHORIZATION:** Seller authorizes REALTOR® to place a lockbox on the Real Estate to facilitate access
 183 to the Real Estate for marketing, showing, inspecting, appraising, etc. Seller authorizes other **licensed brokers/agents** to access
 184 the Real Estate to conduct showings, including open house showings and agent previews, to provide access for inspections or
 185 appraisals, or to provide access for other activities required to facilitate the marketing and sale of the Real Estate including, but
 186 not limited to, access via the lockbox. REALTOR® shall convey Seller's showing instructions to individuals authorized for such
 187 access to the Real Estate. Seller also consents to access of the Real Estate as follows:

188 **Seller to check below to authorize/not authorize each item: Failure to check either box will be considered "not**
 189 **authorized":**

190 Seller ☐ authorizes ☐ does not authorize **non-licensed individuals** required to facilitate the marketing of the Real Estate, to access
 191 the Real Estate under the supervision of, but without the presence of, a licensed real estate agent/broker.

192 Seller ☐ authorizes ☐ does not authorize REALTOR® to allow **licensed inspectors and licensed appraisers** access to the Real
 193 Estate, without the presence of, a licensed real estate agent/broker.

194 Seller ☐ authorizes ☐ does not authorize **a buyer that is under contract to purchase the Real Estate, and a licensed home**
 195 **inspector** to be present for buyers' inspection without the presence of a licensed real estate agent/broker.

196 Seller acknowledges they have read and fully understands the authorizations provided above. In accordance with the authorizations
 197 in Section 21, Seller will be notified in advance when such authorized individuals will be entering their property. Seller is responsible
 198 for maintaining adequate insurance in place for the protection of the Seller, and hereby agrees to indemnify and hold harmless the
 199 listing broker, its agents, salespersons and employees from any loss, claim or damage resulting there from. **Seller acknowledges that**
 200 **it is Seller's responsibility to remove or secure valuables located on the Real Estate.**

201 **22. ELECTRONIC SURVEILLANCE DEVICES:** Seller ☐ does, ☐ does not have surveillance equipment located on the
 202 property. Seller understands that under Ohio law the seller cannot use electronic, mechanical or any other device to listen, record
 203 or otherwise acquire the content of the oral communication of other persons without consent of at least one party to the
 204 communication. Seller agrees that if such surveillance device is present on the property that the seller will turn off any audio
 205 feature of the equipment when other persons are present on the property. This applies to all showings, open houses, and any other
 206 appointment at which the prospective purchasers, real estate licensees, inspectors, appraisers, contractors or other are on the
 207 property. The Seller is advised to consult with an attorney regarding the use of such surveillance devices under Ohio law. Seller
 208 also agrees to indemnify, defend and hold the listing brokerage and its affiliated licensees harmless from and against any and all
 209 claims, demands, actions, losses, and damages or judgements arising out of the seller's use of surveillance devices.

210 **23. EARNEST MONEY DEPOSIT:** Any Earnest money collected in accordance with the Contract to Purchase will be held and
 211 disbursed accordingly.

212 **24. HOME WARRANTY:** Seller ☐ agrees ☐ does not agree to offer a limited home warranty to prospective buyers, in the
 213 marketing of the Real Estate, to be provided by _____
 214 (Home Warranty Company) at an amount not to exceed _____.

Seller's initials _____

Date/Time: _____

25. OWNER'S TITLE INSURANCE: Seller understands that Buyer may request through the Contract to Purchase for Seller to purchase a policy of Owner's Title Insurance, or to contribute to such purchase. In some cases, an Owner's Policy of Title Insurance may be transferrable to Buyer. Seller currently ☐ does ☐ does not hold a policy of Owner's Title Insurance on the Real Estate.

26. AGENCY: Seller acknowledges receipt of the *Consumer Guide to Agency Relationships* and understands the effect of each type of agency relationship on the sale of Seller's Real Estate. Seller agrees to execute an Agency Disclosure Statement as required by state law or regulation.

27. DISCLOSED DUAL AGENCY: In this type of relationship, one agent may represent both parties in a real estate transaction, BUT ONLY IF BOTH PARTIES CONSENT. Disclosed dual agency is most likely to occur when both Buyer and Seller are represented by the same agent or members of the same team. A dual agent may not disclose any confidential information that would place one party at an advantage over the other party and may not disclose any of the following information without the informed consent of the party to whom the information pertains: 1) that a buyer is willing to pay more than the price offered; 2) that a seller is willing to accept less than the asking price; 3) motivating factors of either party for buying or selling; 4) that a party will agree to financing terms other than those offered; 5) repairs or improvements Seller is willing to make as a condition of sale; and 6) or any concession having an economic impact upon the transaction that either party is willing to make.

28. INDEMNITY BY SELLER: Seller recognizes that REALTOR® is relying on all information provided herein or supplied by Seller in connection with the Real Estate, and agrees to indemnify and hold harmless REALTOR®, its employees, agents and cooperating brokers from any claims, demands, damages, lawsuits, liabilities, costs and expenses (including attorney's fees) arising out of any misrepresentation or concealment of facts made herein by Seller. Seller acknowledges and agrees that the sale or lease of Real Estate encompasses many professional disciplines and, while REALTOR® possesses general knowledge, REALTOR® is not an expert in matters of law, tax, financing, surveying, property inspections, structural conditions, hazardous materials, engineering, etc. Seller acknowledges that he and/or she has been advised by REALTOR® to seek professional expert assistance and advice in these and other areas of professional expertise. In the event that REALTOR® provides to Seller names of companies or sources for such advice and assistance, Seller acknowledges and agrees that REALTOR® does not warrant, guarantee, or endorse the services and/or products of such companies or sources.

29. DISCLOSURE: Seller acknowledges and agrees that REALTOR® is authorized to disclose non-confidential information pertaining to the Real Estate to all parties involved with its marketing and/or sale. REALTOR® is subject to an ethical obligation to disclose the existence of an accepted purchase contract pertaining to the Real Estate to all parties involved with its marketing and/or sale. REALTOR® may disclose the existence of multiple offers, with the authorization of the Seller. REALTOR® is obligated to disclose to potential buyers any known latent defects.

30. ADDITIONAL TERMS AND CONDITIONS: _____

_____.

31. SOLE CONTRACT: This Contract constitutes the entire agreement between the REALTOR® and Seller. No oral or implied agreement, representation, or understanding shall cancel or vary the terms of this Contract. Any amendments to this Contract shall be made in writing, signed by both parties and copies shall be attached to all copies of this original Contract. Seller acknowledges that Seller has read and received a completed copy of this Contract and the information contained herein is true and accurate to the best of Seller's knowledge. Seller ☐ is ☐ is not prohibited from entering into an exclusive right to lease agreement with any other broker during the pendency of this Contract. This Contract shall be binding upon the parties, their heirs, administrators, executors, successors, and assigns. Seller is required to disclose the existence of this Contract if they are approached by any cooperating broker.

32. ELECTRONIC SIGNATURES: This Contract may be executed by manual or electronic signatures on contract documents, transmitted in original, facsimile, or electronic format and the same shall be valid for purposes of this Contract and any amendments, addendums or notices to be delivered in connection with this Contract. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument, and the parties hereto may execute this Contract by signing any such counterpart.

33. ELECTRONIC/WIRE FRAUD: Email is **not** always secure or confidential. Never respond to a request that you send funds or nonpublic personal information, such as credit card or debit card numbers or bank account and/or routing numbers without first verifying the identity of the person requesting the information. If you receive an email message concerning a transaction and the email requests that you send funds or provide nonpublic personal information, **do not respond** to the email before verifying the identity of the person requesting the information and immediately contact the known individual/entity with whom you have an established relationship using a separate verified method of communication to determine/notify of suspected email fraud. **Only send nonpublic personal information to a verified and authorized recipient, and via secure methods of communication.**

Seller's initials _____

Date/Time: _____

34. SELLER'S ACKNOWLEDGMENT: Seller acknowledges that any questions regarding legal liability with regard to any provision in this Contract, accompanying disclosure forms and addendums or with regard to Seller's obligations as set forth in a fully executed purchase contract for the Real Estate must be directed to Seller's attorney. In the event of a conflict between the terms of a subsequent purchase agreement and this Contract, the terms of the purchase agreement shall supersede. Seller acknowledges that Seller has read this Contract and the information contained herein is true and accurate to the best of Seller's knowledge and that Seller received a copy of this Contract in its completed form at the time of its endorsement.

35. SELLER'S CERTIFICATION OF AUTHORITY: Seller certifies and warrants that the signatory(ies) below are all of the title owners and each has/have full authority to enter into this Contract and that any and all additional signatories, spouse (Dower or other spousal rights require signature of spouse even if spouse is not on title deed), or others, who are necessary in order to convey the Real Estate, have expressly agreed to sign such required purchase and/or financing documents, and that no additional signatories are necessary in order to convey the Real Estate, other than those disclosed in Section 11 of this Contract. In the event of power of attorney, trust, corporation, limited liability company, inheritance, or other right to transfer, documentation of authority to convey the Real Estate shall be provided upon request.

36. SIGNATURES:

Print Name of Seller or Entity

Seller's Signature / Date / Time

(If an Entity, Print Name of Seller's Representative)

(If an Entity, Print Representative's Title)

Seller's Phone

Seller's Phone

Seller's Other Contact Information

Print Seller's Name

Seller's Signature / Date / Time

Seller's Phone

Seller's Phone

Seller's Other Contact Information

REALTOR® Firm: _____

Print Contact (Manager) Name _____

Print Contact (Listing Agent) Name _____

Agent Contact _____
Office Phone Other Phone Other Contact Information

Agent Signature/ Date / Time _____