



**EXCLUSIVE RIGHT TO SELL OR LEASE LISTING CONTRACT
COMMERCIAL- MULTI-FAMILY-LAND**

Adopted by the Columbus Board of REALTORS®, Inc.



In consideration of the agreement of the Broker and Owner as set forth herein concerning:

Property Address: _____

Parcel Number(s): _____ County: _____

Owner and Broker agree to the following:

Listing Period

1. Owner hereby grants to the Broker the exclusive right to () sell () exchange () lease the Property commencing List Date ____ - ____ - ____ through Expiration Date ____ - ____ - ____ . Owner offers the property at a price of \$ _____ on the following terms: _____

Brokerage Fee

- 2. A. Owner hereby agrees to pay the Broker a fee of _____ of the selling price of the Property, if the Property is 1) sold or exchanged or 2) a written offer on the terms provided herein is submitted to the Owner signed by a ready, willing and able purchaser during the term of this listing.
- B. Owner hereby agrees to pay the Broker a fee of _____ of the gross rent due during the lease term if the Property is 1) leased or 2) a written offer to lease on the terms provided herein is submitted to the Owner signed by a ready, willing and able Tenant.

In addition, Owner shall pay brokerage fee as follows: (these terms to be included in Lease):

- 1) A fee of _____ of the gross amount due during the lease term for extension of renewals, payable on extension of renewal.
- 2) A fee of _____ of the gross amount due during the lease term if Tenant leases additional space in building from Landlord or enters into subsequent lease of Premises.
- 3) A fee of _____ of the selling price of the Property if sold to Tenant during terms or within ____ days after term or renewal or extension, with credit given for the unearned portion of any lease commission already paid.

If the Owner and a Buyer (tenant) sign a Purchase Agreement, Option to Purchase Real Estate, or an Agreement to Lease during the term of this Contract, but the closing of the sale (lease) of the Property will not take place until after the original term of this Listing Contract, then Owner's Obligation to pay a fee, as stated in this Listing Contract, shall be extended to coincide with the closing date. This commission shall be payable in cash at closing or upon full lease execution.

- C. Above stated fees shall be paid if the Property is sold, exchanged or leased or a contract is entered into for the sale, exchange or lease, within _____ days (Protection Period) after the expiration of this Listing Contract (or any extension thereof) to any person or entity with whom the Broker has had negotiations prior to expiration, provided the Broker notifies Owner of the names of such person (s) or entities, in writing, prior to Listing Contract (or any extension thereof) expiration.

However, Owner shall not be obligated to pay Broker such fee if Owner enters into a valid listing contract during the term of said Protection Period with another licensed real estate broker.

- D. Owner authorizes the Broker to compensate other Brokers as subagent, buyer-broker or tenant-broker from the fee paid (_____) Yes (_____) No
Initials Initials

Marketable Title

- 3. Owner agrees, in the event of a sale or exchange, to furnish satisfactory evidence of marketable title to the Property and convey the Property by transferrable and recordable warranty deed with release of dower, if any, or fiduciary deed as appropriate.

Owner's Cooperation

4. Owner hereby authorizes Broker to place a marketing sign on said property and remove all other "For Sale" and/or "For Lease" signs. Further, Owner authorizes Broker and all salespersons authorized by listing Broker to have access to the property at all reasonable times for the purpose of showing it.

Copyright

5. In the event Seller and/or Lessor provides agent any photos, floor plans or other copyrightable material related to the listed Property (collectively, the "Content"), Seller and/or Lessor hereby grants to Agent's Broker an irrevocable, non-exclusive and fully sub-licensable right (through multiple tiers) to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform and display any such Content (in whole or in part) worldwide and/or to incorporate any such Content (in whole or in part) in other works in any form, media, or technology now known or later developed.

Advertising

6. Seller and/or Lessor authorizes and directs Brokerage to advertise the listing, to list the property in the chosen Commercial Information Exchange (CIE) subject to the Rules and Regulations of the CIE, to provide timely notice of status changes of the listing to the CIE, and to provide sales information including selling price to the CIE upon sale of the property. Brokerage is further authorized to place information about the Real Estate in any other informational service medium to advertise and promote the sale of the Real Estate. Seller and/or Lessor gives consent to other Brokerages to include information regarding the Real Estate in their advertising according to State of Ohio regulations and the rules of the chosen CIE through Internet web sites. The history of listings via the chosen CIE currently in use is available to others. Neither the CIE nor the Brokerage has responsibility or liability for the dissemination of such information. Seller and/or Lessor warrants this Listing Contract, to the best of Seller's and/or Lessor's knowledge, to be correct and accurate.

Disclosure & Owner's Covenants

7. Owner specifically acknowledges and understands that if, to the best of Owner's knowledge, Owner knows of facts, environmental or other, materially affecting the value and desirability of the property, whether said facts, environmental or other, are readily observable or not, then Owner is under a duty to disclose said facts, environmental or other to the Buyer, Tenant, and Broker. If Owner knows of said facts, Owner shall set them forth by written document attached to this Listing Contract. Owner has fully reviewed this Listing Contract and the document(s) attached, (if any) affecting the property, and Owner warrants to the best of his/her knowledge the accuracy of said information. Owner agrees to indemnify and hold harmless Broker and those relying thereon from any and all loss, damages, suites, and other claims including attorney fees and cost of defense resulting from the inaccuracy of said information and from Owner's failure to disclose any facts, environmental or other, materially affecting the value or desirability of the property.

Owner's Acknowledgements

8. A. **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, 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, 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.

- B. Owner acknowledges that there are no other listing contracts for lease or sale of the property.
- C. Owner acknowledges receipt of Broker's written "Policy on Agency" and the State of Ohio "Agency Disclosure" form.

Binding Contract

9. This is a legal and binding contract on all parties hereto including their heirs, legal representative, successors, and assigns.
10. Further conditions

Signature(s)/Remarks

11. If Owner is composed of more than one person, I/we represent that those not signing, if any, have authorized my/our signing on their behalf. Receipt of a copy of this contract is hereby acknowledged.

Remarks _____

Signed this Date _____ 20 _____

Accepted _____ Broker

By _____ Salesperson

Signature _____

of
Owner(s) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email _____