



EXCLUSIVE RIGHT TO SELL LISTING CONTRACT
RESIDENTIAL



1. APPOINTMENT OF REALTOR: In consideration of Brokerage’s efforts to find a Buyer for Seller’s Property, Brokerage submitting this Listing Contract to the Multiple Listing Service of the Columbus Board of Realtors, Inc. (MLS) and the Brokerage’s payment of all costs incurred by the Brokerage in connection therewith, Seller hereby grants to _____, Brokerage, the exclusive right commencing ____/____/____ (M/D/Y) through ____/____/____, (M/D/Y) to sell or exchange the property know generally as _____ and more fully described on the above worksheet for the sum of \$ _____ payable in cash at closing or for such other price or on such other terms and conditions to which Seller may consent in writing. Seller further agrees to delegate to listing agent 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’S FEE AND COMPENSATION POLICY: Seller hereby agrees to pay Brokerage a fee of _____ of the selling price of the Property if during the period of this Listing Contract 1) Seller’s property is sold or exchanged by anyone or 2) Brokerage produces a Buyer ready, willing and able to purchase the Property on the above terms and conditions. Seller hereby permits Brokerage to offer compensation and to compensate other Brokers as subagents (____ Yes) (____ No) or buyer Brokers (____ Yes) (____ No) from the fee paid.
3. REALTOR’S COOPERATION POLICY: It is the policy of this company to cooperate with all other Brokerages unless believed NOT to be in the Seller’s best interests. Such refusals to cooperate by the Brokerage must be included in the written disclosure of their Brokerage policy on agency relationship.
4. COMPANY AGENCY POLICY: Seller (____ Has) (____ Has Not) received Brokerage’s written disclosure of their Brokerage’s policy on agency relationships.
5. PROTECTION PERIOD: If a purchase agreement is signed before this Listing Contract expires, but the closing of the sale of the Property does not take place until after the original term or any extension of this Listing Contract, Seller’s obligation to pay a fee as stated in this Listing Contract shall be extended to coincide with the closing date. In addition, such fee shall be paid if the Property is sold or exchanged within ____ days (Protection Period) after the expiration of this Listing Contract or any extension thereof to anyone with whom Brokerage has had negotiations prior to expiration, provided Seller has received notice in writing, including the names of the prospective Buyers, before or upon expiration of this listing contract or any extension thereof. However, Seller shall not be obligated to pay Brokerage such fee if Seller enters into a valid Listing Contract with another licensed real estate brokerage during said Protection Period.
6. SELLER’S COOPERATION: Brokerage is authorized to place a “For Sale” sign on the Property and to remove all other “For Sale” signs and to actively market the Property. Brokerage and all Brokerages and salespersons authorized by Brokerage shall have access to the property at all reasonable times for the purpose of showing it.
7. CONVEYANCE AND STATUS OF TITLE: In the event of a sale or exchange, Seller hereby agrees to furnish satisfactory evidence of marketable title to the Property and to convey the Property by transferable and recordable warranty deed, with release of dower, if any, or fiduciary deed, as appropriate.
8. DISCLOSURE: If applicable, Seller agrees to provide Buyer with a completed Residential Property Disclosure Form as required by Ohio Revised Code §5302.30 unless excepted by law.
9. MLS AUTHORITY: Seller authorizes and directs Brokerage to advertise the listing, to list the property in the MLS subject to the Rules and Regulations of the MLS, to provide timely notice of status changes of the listing to the MLS, and to provide sales information including selling price to the MLS 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 gives consent to other CBR Brokerages to include information regarding the Real Estate in their advertising according to State of Ohio regulations and CBR MLS rules, through internet web sites. The history of listings via the informational service medium currently in use is available to others. Neither the MLS nor the Brokerage has responsibility or liability for the dissemination of such information. Seller warrants this Listing Contract and worksheet, to the best of Seller’s knowledge, to be correct and accurate.
10. USE OF LOCKBOX: (Check one) Seller (____ authorizes) (____ does NOT authorize) utilization of a lockbox system. In this regard, Seller has been informed that through the use of a lockbox system the property may be more readily shown to prospective Buyers, but personal property of Seller may, therefore, be more susceptible to theft or damage. Seller agrees that lockbox, if utilized, will be for the benefit of Seller and releases Brokerage and those working by or through Brokerage, and Brokerage(s) local Board(s)/Association(s) of Realtors from all liability and responsibility in connection with any loss that may occur. Brokerage advises and requests Seller to safeguard or remove any valuables now located on the property and verify the existence of, or obtain, proper personal property insurance. Should a tenant be in the property, Seller should notify the tenant in writing of the use of a lockbox.
11. FAIR HOUSING: 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 of 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.
12. AMENDMENTS: This is a legal and binding contract on all parties hereto including their heirs, legal representatives, successors, and assigns. No amendment or alterations in the terms hereof shall be valid or binding unless made in writing and signed by the parties hereto. Further conditions:
- _____
- _____

13. SIGNATURE(S)/REMARKS:

Remarks _____

Signed this _____ day of _____ 20____

Accepted _____ Brokerage

By _____ Salesperson

Signature _____
_____ of _____

Owner(s) _____

Address _____

City _____ State _____ Zip _____

Telephone _____