



EXCLUSIVE RIGHT TO SELL CONTRACT

(Form approved by Dayton REALTORS®)



Please be advised: Broker commissions are not set by law and are fully negotiable.

These commissions or fees may be paid by the seller, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between brokers.

1 This Exclusive Right to Sell Contract ("Contract") is made this _____ day of _____, 20_____,
 2 between _____ ("Seller", whether one or
 3 more), whose address is _____ and
 4 _____ ("Broker"), whose address
 5 is _____. Seller represents and warrants the following:
 6 (a) that Seller is not bound by any other exclusive representation agreement for the Real Estate described herein, (b) that the person(s) or
 7 entity(ies) named above and executing this Contract represent **all** persons or entities who own any portion of the real estate described
 8 herein, and (c) that the signatory(ies) below are all of the title owners and each has/have full authority to enter into this Contract, and shall
 9 provide to Broker any and all documentation reasonably requested to verify the existence of any Seller that is an entity and/or to verify the
 10 authority of any and all signor(s) acting on behalf of such entity. If any Seller is a natural person (who is not acting on behalf of a trust, estate,
 11 or other entity) and who is married to someone who is not a title owner, that Seller's spouse must also execute the deed of conveyance to
 12 a buyer. Seller represents and warrants that the following individual(s) is/are all of the non-owning spouse(s) of a Seller and that he/she/they
 13 have agreed to execute the deed of conveyance to a buyer:
 14

15 1. **Exclusive Right to Sell.** In consideration for Broker's efforts to procure a buyer, and for Broker's acceptance of
 16 the duties as Seller's exclusive agent, Seller grants to Broker the exclusive right to sell the real property located at/commonly
 17 known as (use street address and/or lot/unit number or acreage detail, and include any and all auditor's parcel numbers):
 18 _____

19 This shall include the land, together with all buildings, improvements, fixtures, and all items affixed or wired thereto, and all
 20 appurtenant rights and privileges therein, but shall exclude the following:

21 _____(no exclusions if left blank)
 22 (collectively, the "Real Estate"). *Note: While Broker will communicate the exclusions in certain listing medium, any and all*
 23 *inclusions and/or exclusions are subject to the final terms and conditions of the contract to purchase the Real Estate as*
 24 *negotiated and agreed between the buyer and Seller. Seller is advised to carefully review all provisions of any contract*
 25 *prior to agreeing to its terms and conditions.*

26 If checked, this Contract shall only apply to the following buyer(s) (including their spouse(s), assignee(s), and/or any
 27 other person or entity acting on their behalf or benefit, and/or in which they may have a beneficial and/or ownership interest):
 28 _____

29 Seller authorizes Broker to list and to market the Real Estate in any manner, location, medium, and/or as
 30 otherwise determined by Broker in Broker's reasonable discretion. This shall include, but is not limited to, placement in any
 31 Multiple Listing Service ("MLS"). Notwithstanding the foregoing, Broker shall not engage in the following:

32 _____ ("Not Applicable" if left
 33 blank).

34 2. **Listing Period.** This Contract shall begin on* _____ and shall expire at 11:59 PM (Dayton,
 35 Ohio time) on _____ (the "Listing Period"). *NOTE: Per local MLS Rules, this Contract start date must
 36 be within 72 hours of the date last-executed below.

Owner's Initials: _____

37 3. **Terms of Sale.** The Real Estate will be offered for sale at a price of \$ _____. Seller
38 agrees to convey marketable title to the Real Estate by a warranty deed or fiduciary deed, if applicable, and as may be
39 agreed between Seller and the buyer. Seller understands and acknowledges that if any Seller is a natural person (not acting
40 on behalf of a trust, estate, or other entity) and who is married to an individual who is not a title-owner named herein, that Seller's
41 spouse must also execute the deed of conveyance to a buyer.

42 *It is expressly understood and agreed that the herein-stated offer does not prohibit a buyer from making an offer to*
43 *purchase the Real Estate under different terms and conditions than offered by Seller. Seller is advised to carefully review*
44 *all provisions of any contract prior to agreeing to its terms and conditions.*

45 4. **Brokerage Fee.** If the Real Estate is sold during the Listing Period, Seller shall pay Broker a fee in the amount
46 of \$ _____ ("Zero" if left blank) **AND** _____% ("Zero" if left blank) of the final sale price of the Real Estate
47 **AND** Technology/Administrative Support Services/Additional Commission Fee in the amount of
48 \$ _____ ("Zero" if left blank), (collectively, the "Fee"). This right to the Fee applies to any sale during the Listing
49 Period, whether the Real Estate is sold through Broker, by Seller's own efforts, or otherwise, and applies regardless of
50 the amount of the sale price accepted by Seller. For purposes of this Contract, the Real Estate is deemed "sold"
51 when (a) Seller receives a written offer to purchase the Real Estate for not less than the price stated in Paragraph
52 3, and otherwise upon the terms and conditions set forth in this Contract, from a ready, willing and able buyer; or
53 (b) Seller conveys or enters into a contract to convey the Real Estate on any other terms and conditions acceptable
54 to Seller. In addition, Broker shall be entitled to the same Fee if the Real Estate is sold within the _____ calendar
55 day period following the expiration of the Listing Period (the "Terminal Period"), to any buyer (or to: a buyer's spouse, any
56 person or entity in which that buyer has an interest, and/or which may be acting on that buyer's behalf) with whom Broker
57 had made contact relative to the sale of the Real Estate before the expiration of the Listing Period. However, this right to
58 the Fee with respect to a sale during the Terminal Period shall not apply if the Real Estate is then listed with another real
59 estate broker who will receive a brokerage fee.

60 5. **Offer to Buyer Broker or Representative.** Seller is not required to make any offer of compensation to a broker
61 or representative acting on behalf of a buyer in the purchase of the Real Estate. Seller expressly understands and
62 acknowledges that Broker is prohibited from making or disclosing on the MLS any (a) offers of compensation to buyer
63 brokers or other buyer representatives (either directly or through buyers), or (b) Broker's compensation, or (c) total broker
64 compensation. Outside of the MLS, Seller authorizes and directs Broker to otherwise communicate and to make an offer
65 of compensation to buyer brokers or other buyer representatives (either directly or through buyers) in accordance with the
66 terms stated and agreed herein, and/or to disclose Broker's compensation, and/or to disclose total broker compensation.
67 To the extent that a buyer has entered into a representation agreement to compensate a broker or other representative for
68 assisting buyer in the purchase of the Real Estate, Seller authorizes and directs Broker to make the following offer of
69 compensation to the buyer's broker or representative (any blanks in this section 5. shall be construed as "Zero"):

70 \$ _____ to be paid out of Broker's Fee*; AND
71 _____ % of the final sale price of the Real Estate to be paid out of Broker's Fee*; AND
72 \$ _____ to be paid by Seller in addition to Broker's Fee†; AND
73 _____ % of the final sale price of the Real Estate to be paid by Seller in addition to Broker's Fee†.

74 *Any offer of compensation to a buyer's broker or representative that is designated and agreed herein "to be paid out
75 of Broker's Fee" shall be directly paid by Seller to buyer's broker or representative, and the actual amount paid shall reduce
76 the Fee paid by Seller to Broker by an equal amount.

77 †Any offer or other agreement of compensation to a buyer's broker or representative that is not designated and agreed
78 herein "to be paid out of Broker's Fee", and/or that is designated and agreed herein to be paid "in addition to Broker's Fee"
79 shall be directly paid by Seller to buyer's broker or representative, and the actual amount paid shall not change or impact
80 the Fee paid by Seller to Broker.

81 *It is expressly understood and agreed that the herein-stated offer does not prohibit a buyer from making an offer to*
82 *purchase the Real Estate under different terms and conditions than offered by Seller.*

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83 **6. Offer to Make Other Concessions.** Seller is not required to make any offer of other concessions to a buyer for
84 purchase of the Real Estate. Seller expressly understands and acknowledges that Broker may make or disclose on the
85 MLS, or otherwise, any offer of concessions that are not for the purpose of compensating a broker or representative. Seller
86 authorizes and directs Broker to make the following offer for concessions (any blanks in this section shall be construed as
87 “Zero”):

88 \$ _____ for buyer to apply toward buyer’s customary or agreed closing costs; AND

89 \$ _____ for the following purpose: _____.

90 *It is expressly understood and agreed that the herein-stated offer does not prohibit a buyer from making an offer to*
91 *purchase the Real Estate under different terms and conditions than offered by Seller.*

92 **7. Consumer Guide to Agency Relationships.** Seller (check one) has has not received the Consumer Guide
93 to Agency Relationships provided by Broker. If the Consumer Guide to Agency Relationships provided by Broker so
94 states, all licensees in the brokerage are hereby appointed to represent Seller.

95 **8. Dual Agency.** If a prospective buyer of the Real Estate is represented by Broker, or any agent of Broker, or if the
96 prospective buyer is an employee or agent of Broker, Broker will be considered a “dual agent” (that is, agent of both Seller
97 and the buyer) in the transaction. If this situation arises, Seller’s consent shall be required, as outlined in the Agency
98 Disclosure Statement.

99 **9. Seller’s Representations.** Seller further represents and warrants to Broker that (a) there are no other
100 persons and/or entities with rights of possession to the Real Estate (including tenants) except as follows:
101 _____, (b) to the best of Seller’s knowledge,
102 no latent defects are present in the Real Estate, no toxic, explosive or otherwise hazardous substances have been stored,
103 disposed of, concealed within or released on or from the Real Estate, and (c) no other adverse environmental conditions
104 affect the Real Estate, and (d) Seller has been advised of the requirement to disclose certain information and to provide to
105 prospective buyers with a Residential Property Disclosure Form in accordance with Ohio law. Seller expressly
106 understands and acknowledges that Broker may be required to disclose certain information related to the Real Estate
107 to prospective buyers, even if Seller is not.

108 **10. Seller Content License.** Seller may provide content, such as photos or videos of the Real Estate (“Seller
109 Content”) to the Broker. Seller grants to Broker a non-exclusive, perpetual, world-wide, transferable, royalty free license to
110 sub-license (including through multiple tiers), reproduce, distribute, display, perform and create derivative works of the
111 Seller Content. Seller represents and warrants Seller has the authority to provide this license, and that Seller Content
112 does not violate any third-party intellectual property rights or laws. If necessary or requested by Broker, Seller agrees to
113 execute any further documents that are necessary to create and/or evidence this license.

114 **11. Fair Housing Statement.** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of
115 the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign,
116 rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing
117 accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion,
118 sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section,
119 disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in
120 the financing of housing, or in the provision of real estate brokerage services.

121 “Blockbusting” is also illegal. Blockbusting is the practice of inducing or attempting to induce any person to
122 sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to
123 one of the protected classes.

124 **12. Lead-Based Paint Disclosure.** Seller has been advised that if the Real Estate contains housing constructed
125 before 1978, Seller is required (a) to provide to the buyer a federally approved lead hazard information pamphlet; (b)
126 to disclose to Broker and the buyer the presence of any known lead-based paint and/or lead-based paint hazards on the

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127 Real Estate; and (c) to provide to Broker and the buyer any additional information, records or reports in Seller's
128 possession or available to Seller pertaining to lead-based paint and/or lead-based paint hazards in the Real Estate.
129 In addition, Seller must provide to the buyer a 10-day opportunity to conduct a risk assessment or inspection of the Real
130 Estate for the presence of lead-based paint and/or lead-based paint hazards, unless waived by the buyer in writing. Finally,
131 any contract for the sale of the Real Estate shall include an attachment containing a Lead Warning Statement as well as
132 the information and disclosures described above. Seller agrees to comply with these requirements and to indemnify, defend,
133 and hold Broker harmless against any claims, damages, losses or expenses, including attorney's fees, arising from Seller's
134 violation of these requirements.

135 **13. Electronic Surveillance Devices.** Illegal audio and/or surveillance is a felony offense in Ohio. Seller is advised
136 to consult with an attorney regarding the use of such surveillance devices under Ohio law and Seller shall be responsible
137 for use of such devices in conformance with the law. Seller **does** **does not (check one)** have surveillance equipment
138 located on the Real Estate. Seller understands that under Ohio law Seller cannot use electronic, mechanical or any other
139 device to listen, record or otherwise acquire the content of the oral communications of other persons without the consent of
140 at least one party to the communication. Seller agrees that if such surveillance device is present on the Real Estate that
141 Seller will turn off any audio feature of the equipment when other persons are present on the Real Estate. This applies to
142 all showings, open houses, and any other appointments at which prospective purchasers, real estate licensees, inspectors,
143 appraisers, contractors or others are on the Real Estate. Seller also agrees to indemnify, defend and hold Broker and its
144 affiliated agents and licensees harmless from and against any and all claims, demands, actions, losses, damages or
145 judgments arising out of the Seller's use of surveillance devices.

146 **14. Use of Personal Information.** In performing services under this Agreement, Broker may collect from Seller non-
147 public personal information which may include, but is not limited to, financial information, social security numbers and
148 account numbers ("Personal Information"). Seller authorizes Broker to disclose this Personal Information to third parties
149 including (i) mortgage companies and banks, (ii) insurance companies (including title insurance companies), and (iii) real
150 estate service providers, to the extent necessary to facilitate and effect the transaction(s) contemplated by this Agreement.
151 Broker will not otherwise disclose Personal Information to third parties except as authorized by Seller or as required
152 by law.

153 **15. Miscellaneous.** (a) If the Real Estate is located in a jurisdiction requiring a housing inspection before transfer,
154 Seller shall immediately make application for any required housing inspection and furnish Broker with a copy of the resulting
155 certificate. (b) Seller agrees to make the Real Estate available for showing at all reasonable times by Broker, its
156 associates and other to other brokers or representatives representing a buyer. (c) During the Listing Period,
157 Seller **does** **does not (check one)** authorize Broker to place "For Sale" sign(s) on the Real Estate, and
158 Seller **does** **does not (check one)** authorize the use of a lock-box. If a lockbox is used, Seller releases Broker and
159 Broker's affiliated agents and licensees from any liability resulting from the use of the lockbox except any loss or damage
160 resulting from the gross negligence or intentional acts of Broker or its affiliated agents and licensees. (d) Broker is
161 authorized to disclose all information pertaining to the Real Estate to all parties involved with its marketing and/or sale,
162 including all MLS participants. (e) Broker is further authorized to place information about the Real Estate in any other
163 informational service medium to advertise and promote the sale of the Real Estate. (f) This Contract is to be governed by
164 and construed in accordance with the laws of the State of Ohio. (g) The parties hereby submit to the exercise of personal
165 jurisdiction over them by the courts of Ohio and agree that the exclusive jurisdiction for enforcement of this Contract shall
166 be the court serving the location of the Real Estate. (h) This Contract may be signed in counterparts, and which taken
167 together, shall constitute a single, binding and enforceable agreement. (i) This Contract shall be binding upon, inure to
168 the benefit of, and be enforceable by the parties' respective administrators, representatives, successors, heirs and
assigns.

169 **16. Indemnification.** Seller shall indemnify, defend and hold Broker and its affiliated agents and licensees harmless
170 from and against any and all claims, demands, actions, losses, damages or judgments, including reasonable attorney's
171 fees arising out of or resulting from Broker's reasonable reliance upon Seller's herein representations and warranties.

Owner's Initials: _____

Agreed by all parties on the date and time last set forth below.

BROKER: _____ **SELLER NAME:** _____
(Name of Firm)

By: _____ Signature: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

Date/Time: _____ Date/Time: _____

SELLER NAME: _____

Signature: _____

Address: _____

Phone: _____

Email: _____

Date/Time: _____