



Heartland Real Estate Association
EXCLUSIVE RIGHT TO SELL

This is a legally binding contract when signed by both parties.
This form has been approved by Board Legal Counsel. For member use only.



1. Appointment of REALTOR: The undersigned owner, (hereinafter referred to as Seller), grants to the undersigned broker, (with its agents, successors, and assigns is called "Broker") the exclusive right to sell as set forth in the Exclusive Listing Agreement ("Agreement") the described real estate ("Real Estate"):

Common Address:

Legal Description:

Parcel(s)#:

together with all improvements therein and with all appurtenant rights and easement(s), hereby employs the undersigned REALTOR Firm ("REALTOR") as his exclusive agent and grants to it the exclusive right, without reservation from 20 ("Commencement Date") through midnight of the 20 ("Expiration Date"), to sell the Real Estate for the price of \$ ("Listed Price"), or exchange it or to any other terms which are acceptable to the Seller. Seller and Broker shall not actively market the property for sale or enter into discussions or negotiations with potential purchasers until the commencement date of this agreement.

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. Seller agrees to refer all real estate licensees, customers, or prospects who may come to Seller directly during the Exclusive Period or any extension thereof.

3. Extensions and Protection Period: If the property is sold, conveyed, or otherwise transferred by the Seller or any other persons within days after the expiration of this authority, or any extension hereof, the REALTOR/Broker shall also be entitled to the professional fee if the party to whom it is sold, conveyed, or otherwise is one with whom there have been negotiations and/or showings with the REALTOR/Broker or its co-operating brokerages during the contract period or any extensions thereof and Seller knew or had been advised in writing of such contact. In the event the Seller lists said real estate with another licensed real estate Broker within the protection period, then the REALTOR named herein shall not be entitled to any commission whatsoever, and the REALTOR's right to a commission during the protection period is thereby expressly waived.

4. Conveyance and Status of Title: Seller agrees that, at the time of conveyance ("Closing"), the Real Estate shall be free of all City, County, State, and Federal orders and title shall be conveyed by appropriate legal transfer in fee simple absolute deed (with release of dower if any). At closing, title shall be marketable, free, clear and unencumbered, except from restrictions and easements of record which do not adversely affect the use of the Real Estate, except for the following easements (certified or otherwise):

5. Appurtenant Fixtures: All land, buildings, fixtures, electrical, heating, plumbing systems, kitchen and bathroom fixtures, light fixtures, all window and door shades, blinds, awnings, screens, storm sash, shutters, curtain and drape rods, TV antenna, installed flooring, garage door openers, smoke detectors, all landscaping and any built-in household appliances may legally be "fixtures" and if so they must remain with the property unless specifically excluded in the Purchase Agreement. The following items the seller would like buyers to consider excluding from the sale of the Property:

6. Personal Property: The following personal property shall be included in the marketing of the real estate for sale:
Range/Oven Refrigerator Double Oven Cooktop Dishwasher Microwave Washer Security System
Audio/Video Surveillance System Drapes/Curtains Water Softener Pre-Bought Propane Dryer
Window Air Conditioners Other:

Seller further certifies that all the above items included in the sale are and will be operational on the date of possession with the exception of the following: (Specify)

7. REALTOR's Fee: Seller agrees to pay REALTOR a professional fee of % of the gross selling price, or ("Flat Fee") 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 purchaser who is ready, willing, and able to purchase the Real Estate for the Listed Price; OR
c) REALTOR procures a full price, in-cash, non-contingent offer for the Seller.

Address: Seller's Initials:

- 8. **MLS Authority:** REALTOR® is authorized to place information about the Real Estate in the Multiple Listing Service of the Heartland Real Estate Association and/or in any other multiple listing service to which REALTOR® is a member which may include Web site or Internet services, thereby authorizing REALTOR® to offer compensation to cooperating brokers. The REALTOR® agrees to file said listing with the M.L.S. in accordance with its Regulation. The REALTOR® and M.L.S. may disclose information pertaining to the Real Estate to M.L.S. participants authorized to receive such information. Seller authorizes REALTOR® to compensate Buyer Agency Dual Agency. In the event the Seller chooses to deny authorization to place the listing in the MLS Office, a written statement from the Seller to this effect, preferably citing reasons for this denial of the MLS coverage, shall be filed in the MLS files.
- 9. **Signs:** REALTOR® is authorized to advertise, promote the sale of the Real Estate, erect a “For Sale” sign thereon, except where prohibited by law or private associations such as Condominium or mobile home park regulations. Seller gives Broker permission to remove any/all prior real estate for sale signs on the property.
- 10. **Key and Lock Box Authorization:** Seller authorizes REALTOR® to conduct or allow cooperating brokers and those authorized to conduct key-entry showings of the Real Estate. Seller also authorizes REALTOR® to place a lock box on the Real Estate for the purpose of conducting or allowing cooperative brokers to conduct key-entry showings of the Real Estate.
- 11. **Consent for Access by Other Lockbox Subscribers:** Seller understands that in addition to real estate agents and brokers, licensed/certified appraisers and home inspections may have lock box privileges via the MLS. Seller agrees that such authorized individuals may independently access their property via the lock box. Seller authorizes the listing agent and brokerage to grant access to the seller’s property to the following professionals without a real estate licensee present for purposes related to the market for sale of their property and/or a contract to purchase (seller to initial):

_____ Licensed/Certified Appraisers	_____ Contractors
_____ Photographer/Videographer	_____ Insurance Adjusters
_____ Home Inspectors	_____ Other: _____

Seller will be notified in advance when such authorized individuals will be entering their property. Further, seller agree to hold the list agent/brokerage and any buyer’s agent/brokerage harmless for any damages, including but not limited to, real or personal property damages, loss, theft, or injury to others that may occur while such individuals are at their property.

- 12. **Seller’s Cooperation:** Seller agrees to cooperate with REALTOR® by making the Real Estate available for showing to prospective Purchasers at a reasonable hour.
- 13. **Indemnity:** Seller and Purchaser recognize that the REALTORS® involved in the sale of subject Real Estate are relying on all information provided herein or supplied by Seller or Seller’s sources and Purchaser and Purchaser’s sources in connection with the Real Estate, and agree to indemnify and hold harmless the REALTORS®, their agents and employees from any claims, demands, damages, lawsuits, liabilities, costs and expenses (including reasonable attorney’s fees) resulting from any misrepresentation or concealment of Seller or Seller’s sources and/or Purchaser and Purchaser’s sources and from any liability resulting from any incorrect information obtained from courthouse records, utility companies, or other public sources of information.
- 14. **Home Warranty:** This property is is not currently covered by a Home Warranty. Seller acknowledges that the real estate can be covered by a home warranty program.
 - Home Warranty requested (Seller to initial): YES _____ NO _____
 - Home Warranty to be provided by _____ (specify Home Warranty Company). Cost not to exceed: \$_____. Seller is aware that the REALTOR(S)® providing the home warranty may receive a financial benefit from the processing of said warranty.
- 15. **Fair Housing Statement:** Ohio Revised Code 4735.55 - 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, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, 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.

Address: _____ Seller’s Initials: _____

16. **Ohio’s Sex Offender Registration and Notification Law:** Ohio’s Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community if certain sex offenders, as defined in ORC §2950, reside in the area. The notice provided by the sheriff is public record and is open to inspection under Ohio’s Public Records Law. Therefore, you can obtain information from the sheriff’s office regarding the notices they have provided pursuant to Ohio’s sex offender notification law. If you have or do receive notice from the sheriff’s office pursuant to this law, you agree to disclose this fact to the Purchaser in the Purchase contract.

17. **Anti-Fraud Disclosure:** Electronic communications such as email, text messages and social medial messaging are neither secure nor confidential. While _____ (“Brokerage Name”) has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. The Brokerage will never send you any electronic communication with instructions to transfer funds or to provide nonpublic personal information, such as credit card or debit numbers or bank account and/or routing numbers. **YOU SHOULD NEVER TRANSMIT NONPUBLIC PERSONAL INFORMATION. EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE.** If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM THE BROKERAGE do not respond to it and immediate contact the Brokerage.

18. **Audio & Video Serveillance Systems:** Under Ohio law a seller is permitted to use surveillance equipment to video record on his property. The equipment used is commonly referred to as a “nanny cam.” There are, however, limitations on that right to record. A seller should not record in locations where there is an expectation of privacy, for example a bathroom.

Audio recordings, though, have stricter requirements. Under Ohio law, in order to legally make an audio recording, at least one person being recorded must consent to being recorded. Therefore, for a seller to use surveillance equipment to audio record conversations during a showing of their property, one of the individuals at the showing would have to consent to the recording. For most showings this would be either the buyer’s agent or the buyer. The fact that the seller knows about the audio recording would not be sufficient since the seller is not typically present during showings, and therefore is not a party to the conversation being recorded. **Violations of the above provisions are a 4th degree felony under Ohio law.** Does the seller have the following Surveillance Systems at the time of signing this agreement? Audio Surveillance Video Surveillance.

19. **Alternative Showing Methods:** In lieu of, or in addition to an in person showing, Seller permits Brokerage to employ the following alternative methods to show the listed property to potential purchasers: (Initial Items Permitted)

- _____ Video virtual tours
- _____ Live streaming virtual tours
- _____ Skype, Facetime, Zoom or other similar technology.
- _____ Still photography / Cell phone photographs
- _____ Other (indicate method) _____

Seller does _____ does not _____ permit the techniques authorized in Paragraph (19) to be utilized by cooperating agents affiliated with other real estate brokerages along with their potential buyers.

20. **Addenda:** Included in this agreement are the following addenda as indicated:

- Addendum 1. Consumer Guide to Agency Policy
- Addendum 2. State of Ohio Residential Property Disclosure Form (for Residential listings only)
- Addendum 3. Lead-Based Paint Disclosure (if built prior to 1978)
- Addendum 4. (Optional) Coming Soon
- Addendum 5. HOA/Condo Addendum
- Addendum 6. _____
- Addendum 7. _____

21. **SPECIAL PROVISIONS:**

Address: _____ Seller’s Initials: _____

22. **Seller's Acknowledgment:** Seller acknowledges that he/she has read the contract, and the information contained herein is true and accurate to the best of his/her knowledge.
23. **Sole Contract:** The parties agree that this contract constitutes their entire agreement, and that no oral or implied agreement exists. Any amendments to this agreement shall be made in writing, signed by both parties, and copies shall be attached to all copies of this original agreement.

Print Seller #1 Name

Print Seller #2 Name

Seller #1 Signature

Date

Seller #2 Signature

Date

Address: _____

Address: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Agent Name: _____

Agent Signature: _____ **Date:** _____

Email: _____

Phone: _____

Brokerage Name: _____

Brokerage Address: _____

Phone: _____

Email: _____

Address: _____