

**EXCLUSIVE RIGHT TO SELL LISTING CONTRACT**  
**Recommended by CRIS**  
**Centralized Real Estate Information Services, Inc.**



MLS #: \_\_\_\_\_

1. **Appointment of Agent and Broker Acceptance.** In consideration of your agreement (as evidenced by your signing below) to use your best efforts in finding a purchaser or lessee for my property located at and known as \_\_\_\_\_ the undersigned Owner (whether one or more) hereby grants to Broker the exclusive right to sell my property commencing on \_\_\_\_\_, 20\_\_\_\_ and ending on midnight \_\_\_\_\_, 20\_\_\_\_ for the sum of \$\_\_\_\_\_ payable in cash upon closing or for such other price or terms or exchange as Owner may agree to in writing.
2. **Broker's Fee.** (a) Owner hereby agrees to pay Broker a sales fee of \_\_\_\_\_ % of the selling price, or minimum fee of \$\_\_\_\_\_, whichever is greater. Said fee is payable if this property is sold or exchanged or if Broker submits to Owner a written offer to purchase for the above price or other acceptable terms signed by a ready, willing and able purchaser during the term of this listing.  
 (b) Owner hereby agrees to pay Broker a rental or lease fee of \_\_\_\_\_ of the gross rent or lease or a minimum of \$\_\_\_\_\_, whichever is greater, and furthermore, should a sale result from this rental or lease agreement, Owner further agrees to pay a fee based on the above listing agreement.  
 (c) **Agency Authorization and Instructions.**  
 Buyer Agency: (\$ or %) \_\_\_\_\_  
 Sub Agency: (\$ or %) \_\_\_\_\_  
 Any exceptions to this compensation will be disclosed to the seller in writing.  
Negotiation of Offers: Owner reserves the right to excuse any cooperating agent prior to revealing any confidential information or participating in any negotiations.  
 (d) If this property is sold, leased, rented or exchanged within \_\_\_\_\_ (days/months) from the expiration date noted in item 1 above to any person or entity with whom Broker has shown or negotiated during the term, hereof, and of whom owner has had written notice, Owner agrees to pay Broker as stated above, except that no sales fee shall be paid Broker if this property is sold or exchanged after the expiration date by another licensed real estate broker then holding a bonafide exclusive listing therein.
3. **Appointment of Licensees.** Seller/Buyer agrees to delegate to listing agent/buyer agent the authority to appoint other licensees within the brokerage to represent Seller's/Buyer's interest. If an appointment is made Seller/Buyer will be notified at the time of the appointment. Seller/Buyer has the right to veto the appointment of any other licensee.  
**For Dual Agency, Please attach the Exclusive Right to Sell Addendum**
4. **Owner Also Consents.** In the event of a sale or exchange of the property Owner agrees to:  
 (a) Furnish a title policy, showing good and marketable title to said property and convey title with full covenants or warranty and release of dower.  
 (b) Convey a marketable title by good and sufficient Deed of General Warranty or Fiduciary Deed if that is my capacity with all dower rights released.
5. **Disclosure of Defects.** Owner, unless exempt, agrees to complete a property disclosure statement concerning the condition of the property.
6. **Multiple Listing Service.** Owner hereby authorizes Broker to provide all information relating to this property and this agreement to CRIS or any other multiple listing service to which Broker may belong. Owner agrees to hold Broker harmless from any and all claims resulting from inaccurate information provided by Owner. It is understood that the CRIS MLS exists to benefit its members. Seller authorizes and directs Broker 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. Broker 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 CRIS brokers to include information regarding the Real Estate in their advertising according to State of Ohio regulations and CRIS MLS rules through internet web sites. The history of listings via the informational service medium currently in use is available to others. Neither CRIS nor the Broker has responsibility or liability for the dissemination of such information. Seller warrants this Listing Contract and associated worksheets, to the best of Seller's knowledge, to be correct and accurate. As a result, by agreeing to list with the CRIS MLS, you grant permission to CRIS and Broker to use this information, as they deem appropriate in their sole discretion.
7. **Signs and Access.** Broker is hereby authorized to place a "For Sale", "For Lease", or "For Exchange" sign on said property where appropriate and to remove all other signs. All agents and brokers authorized by Owner shall have access to the property at all reasonable times for the purpose of showing it.
8. **Lock Box.** At Broker's discretion, a lock box may be placed on the property for purpose of permitting key entry to the property. This entry will be permitted of Broker's agents, cooperating agents, and others such as inspectors or appraisers where entry is necessary to complete a sale and/or lease.
9. **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 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.

**THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.**

	Date
Print Seller's Name	Signature of Sellers
	Date

In consideration of the above grant, I or we agree to use my or our efforts to find a purchaser and to file the above described property with the Centralized Real Estate Information Services, Inc.

	REALTORS®
Print Seller's Address	By _____
City                      State                      Zip	Date



**Ohio Department of Commerce**  
**Division of Real Estate & Professional Licensing**

77 South High Street • 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
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[www.com.ohio.gov](http://www.com.ohio.gov)

**Ted Strickland**  
Governor

**Kimberly A. Zurz**  
Director

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**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, 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.

Effective 3/25/2008

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<i>FINANCIAL INSTITUTIONS</i>	<i>INDUSTRIAL COMPLIANCE</i>	<i>LABOR &amp; WORKER SAFETY</i>	<i>LIQUOR CONTROL</i>
<i>REAL ESTATE &amp; PROFESSIONAL LICENSING</i>	<i>SECURITIES</i>	<i>STATE FIRE MARSHAL</i>	<i>UNCLAIMED FUNDS</i>

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*"An Equal Opportunity Employer and Service Provider"*