

PLEASE BE CERTAIN TO COMPLETE BOTH THE RESIDENTIAL WORK SHEET AND LISTING CONTRACT *SHADED AREAS MUST BE COMPLETED*

IF MLS IS TO PROCESS THIS EXCLUSIVE RIGHT TO SELL LISTING CONTRACT FOR YOU, PLEASE COPY AND EMAIL THIS BROKERAGE COPY TO MLS. THANK YOU.



EXCLUSIVE RIGHT TO SELL LISTING CONTRACT RESIDENTIAL



Adopted by the Columbus & Central Ohio Regional Multiple Listing Service

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 Columbus and Central Ohio Regional MLS (MLS) and the Brokerage's payment of all costs incurred by the Brokerage in connection therewith, Seller hereby grants to _____, Brokerage, the exclusive right (contract) commencing ____/____/____ through ____/____/____, to sell or exchange the property known 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. The listing will be added to the MLS on the MLS Entry Date of ____/____/____. Status will be either (select one): Active or Coming Soon. If added with a Coming Soon Status, the listing will update to an Active Status on ____/____/____. (This date must be no more than 30 days later than the MLS Entry Date.) No showings permitted while in Coming Soon status.

1.a The period between Commencing Date and the MLS Entry Date is considered the **Brokerage Exclusive Period**. The real estate company and or agent named herein has explained to me the advantages of the MLS.

1.b The Brokerage Exclusive Period: The MLS often serves as the primary resource for listing data displayed in other informational outlets. Seller understands that this property will NOT appear on any MLS search or display, Realtor.com, other websites not affiliated with the listing company, where the data is provided by the MLS.

1.c Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

2. REALTOR®'S FEE AND COMPENSATION POLICY: Seller acknowledges that there are no standard compensation rates and that compensation in this Agreement is fully negotiable and not set by law. If during the term 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 shall pay compensation to Brokerage as follows:

a. Listing Brokerage Compensation. Seller agrees to pay Brokerage for its services to procure a buyer for Seller's property in the amount of:

- i. _____ % of the sales price AND/OR \$ _____; OR
- ii. If the Buyer is not represented by a buyer broker, Brokerage shall be compensated in the amount of _____ % of the sales price AND/OR \$ _____ (equal to the amount in Section 2(a)(i) if not filled in)

b. Buyer Brokerage Compensation. In addition to the amount above, Seller further agrees to pay Brokerage an additional fee for an offer of compensation to any cooperating buyer broker in the amount of:

- i. _____ % of the sales price AND/OR \$ _____ for payment to a cooperating buyer broker ("Buyer Brokerage"), which includes another broker affiliated with Brokerage who represents the buyer; OR
- ii. If an agent of the Brokerage represents both Seller and Buyer as a dual agent _____ % of the sales price AND/OR \$ _____ (equal to the amount in subsection 2(b)(i) if not filled in).

2.1 Compensation to Buyer Brokerage shall be paid as set forth above, unless modified by the Buyer and Buyer Brokerage in a mutually accepted purchase and sale agreement. The offered amount may not be withdrawn or reduced with respect to a Buyer after that Buyer or the Buyer Brokerage has notified Brokerage or Seller of that Buyer's intent to submit an offer (and for three calendar days thereafter). Buyer Brokerage is an intended third-party beneficiary of this Agreement.

2.2 Seller acknowledges that offering compensation to Buyer Brokerage is not required.

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 relationships.

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4. **AGENCY:** Seller acknowledges receipt of the Consumer Guide to Agency Relationships from the Broker or their agent, and that Seller has been informed that they may request the complete Agency Policy used by the Brokerage.
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 the compensation required under this Listing Contract shall be extended to coincide with the closing date. In addition, such compensation 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 compensation 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. Seller acknowledges that photos and/or videos may be taken of the property.
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. **DISCLOSURES:**
- 8.a 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.
- 8.b. If applicable, seller agrees to provide the buyer with completed Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards required by 42 U.S.C. 4852d U.S.
- 8.c. If applicable, Seller, at Seller's expense, agrees to make a good faith effort to provide the most current available documents and information requested in the Columbus REALTORS® Condominium / HOA Checklist.
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, however, will not include any offer of compensation to any cooperating buyer broker in the MLS. 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 MLS member Brokerages to include information regarding the Real Estate in their advertising according to State of Ohio regulations and 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 the 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. Seller does ____ does not ____ authorize the listing agent and Brokerage to grant access to Seller's Property to licensed/certified appraisers, home inspectors, contractors and other professionals without a real estate licensee present for purposes related to the marketing or sale of their Property and/or a contract to purchase. If Seller consents above, Seller will be notified in advance when such authorized individuals will be entering their Property. Seller also understands and agrees that the Buyer may attend the appointment with the authorized individual(s). If Seller consents above, Seller agrees to hold the listing agent/Brokerage and the 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.

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12. ELECTRONIC SURVEILLANCE DEVICES: Seller does ___ does not ___ (check one) have surveillance equipment located on the property. Seller understands that under Ohio law the seller cannot use electronic, mechanical or any other device to listen, record or otherwise acquire the content of the oral communications of other persons without the consent of at least one party to the communication. Seller agrees that if such surveillance device is present on the property that the seller will turn off any audio feature of the equipment when other persons are present on the property. This applies to all showings, open houses, and any other appointments at which prospective purchasers, real estate licensees, inspectors, appraisers, contractors or others are on the property.

Seller is advised to consult with an attorney regarding the use of such surveillance devices under Ohio law. Seller also agrees to indemnify, defend and hold the listing brokerage and its affiliated licensees harmless from and against any and all claims, demands, actions, losses, damages or judgments arising out of the seller's use of surveillance devices.

13. 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, 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 or 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.

14. FOREIGN SELLERS: Federal Regulations require that foreign Sellers MUST provide a U.S. Taxpayer identification number prior to closing. The application may take 4-6 weeks to process. Failure to have the I.D. Number may delay your closing. In addition, Sellers who are not U.S. citizens or permanent residents in possession of a valid "Green Card" may be subject to withholding of proceeds pursuant to the Foreign Investments in Real Property Tax Act ("FIRPTA"). If you are not a U.S. citizen or permanent resident of the United States, contact the IRS, a tax specialist, or your real estate attorney as soon as possible.

15. 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: _____

SELLER AGREES THAT HE/SHE HAS REVIEWED THE AGREEMENT AND HAS HAD AN OPPORTUNITY TO ASK ANY QUESTIONS OF THE BROKERAGE.

16. SIGNATURE(S)/REMARKS:

Remarks _____

Signature _____
of {
Owner(s) _____

Signed this _____ day of _____ 20 _____

Accepted _____ Brokerage
Phone _____
By _____ Salesperson
Phone _____

Address _____
City _____ State _____ Zip _____
Phone _____