![[4.0 inch Equal Housing Opportunity Logo]]()EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

1. **KEY TERMS AND CONDITIONS**

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| 1. **Exclusive Right to Represent Listing Agreement.** The undersigned seller(s) (“Seller” or “Client”) agree to grant and the undersigned broker and its affiliated licensees (“Broker”) agree to accept the exclusive right and privilege to show and offer for sale the property described below (“Property”) as the agent of the Seller on the terms and conditions set forth in this Exclusive Right of Sale Listing Agreement (the “Agreement”).
	1. **Property Identification:** Address: City \_, County \_, Ohio, Zip Code Tax Map Number:
	2. **Legal Description:** The legal description of the Property is *[select one of the following below]*:
		* (1) attached as an exhibit hereto;
		* (2) the same as described in Deed Book , Page , et. seq., of the land records of the above county; **OR**
		* (3) Lot , Block , Unit \_, Section of Subdivision/Development, according to the plat recorded in Plat Book \_, Page , et. seq., of the land records of the above county; **OR**
		* (4) described below if Property is a condominium unit and a full unit legal description is to be used [**NOT TO BE USED IF PROPERTY IS A FEE SIMPLE TOWNHOME**]:

Unit \_\_\_\_\_\_ of Condominium (“Condominium”), located in Land Lot of County, Ohio, together with its percentage of undivided interest in the common elements of the Condominium**,** and its interest in the limited common elements assigned to the unit (“Unit”). The Condominium was created pursuant to the Declaration of Condominium for any Condominium (“Declaration”), recorded in Deed Book \_, Page , et seq., County, Ohio records (“Declaration”), and shown and delineated on the plat of survey filed in Condominium Plat Book , Page , County, Ohio records, and on the floor plans filed in Condominium Floor Plan Book , Page , County, Ohio records.1. **Personal Property, including appliances:**  [ ]  See Attachment\_\_
2. **Occupancy:** Property [ ]  is [ ]  is not currently occupied by a tenant. If occupied, the lease term expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
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| **2. Listing Period.** The term of this Agreement shall begin on the date of (“Starting Date”). The term of this Agreement shall end on (“Ending Date”) at 12:00 midnight which is hereinafter referred to as “Listing Period” , unless the expiration date is extended in writing. |
| **3. Broker’s Duties: List Price.** The price at which the Property shall be listed is $ dollars (“List Price”). |
| **4. Negotiation.** Seller  does **OR** does not authorize the Broker to assist, to the extent requested by Seller, in negotiating the terms of and filling out a preprinted real estate purchase and sale agreement and/or counteroffer. |
| **5. Marketing.** Seller grants Broker the authority and approval to publish any and all property information electronically or in print. This includes, but is not limited to, the Multiple Listing Services (MLS), real estate websites, newspapers, etc.  |
| **6. Commission.** *[Select one or more of the following below*.] Unless otherwise agreed in a Homeowner Benefit Agreement (“HBA”) executed by Seller, Seller will pay a commission to the Broker (plus applicable sales tax) as follows: In the event there is no other broker who, in addition to the Broker, participates in the sale of the Property (“Cooperating Broker”), then Broker shall receive an amount equal to six percent (6%) of the total sales price for the Property or $\_\_\_\_\_, whichever is greater (the “Broker’s Commission”). In the event there is a Cooperating Broker involved in the transaction, then Broker shall receive an amount equal to three percent (3%) of the total sales price for the Property or $\_\_\_\_\_, whichever is greater (the “Broker’s Commission”). The Broker’s Commission shall be paid to Broker no later than the date of closing specified in the sales contract. Closing is not a prerequisite for the Commission being earned by Broker. |
| 1. Seller agrees to pay Broker at Closing:
	* percent (%) of the sales price;
	* $ ;
	* (other)

In addition to the commission paid by Seller, Seller agrees to pay an administrative fee in the amount of $500 to Broker, payable at closing. | 1. Broker agrees to pay cooperating broker, if any,
	* % of the sales price of Property;
	* $ ;
	* (other) .

Broker's office policy is to cooperate with all brokers who, in addition to Broker, participate in the sale of the Property (e.g., a transaction broker for the buyer), except when not in Seller's best interest. Where there is a Cooperating Broker involved, Seller has determined, in his or her sole discretion, that the amount of commission indicated above will be offered to the Cooperating Broker, which amount shall be paid by Seller. |
| **7. Protected Period.** The length of Protected Period, as that term is herein defined, shall be days. |
| **8. Authorized Cooperation & Compensation:** Broker has advised Seller of Broker’s general company policy regarding cooperation with other brokerages as Subagents, Buyer’s Agents or both. Seller authorizes the Broker to cooperate with and to compensate the following: [*initial applicable choices*]\_\_\_\_\_\_\_ SUBAGENTS REPRESENTING ONLY THE SELLER. \_\_\_\_\_\_\_ BUYER AGENTS REPRESENTING ONLY THE BUYER. \_\_\_\_\_\_\_ NONE OF THE ABOVE. (If this option is initialed, property cannot be placed in Multiple Listing Services.) |
| 1. **Agency Disclosure.** [*seller must initial all applicable choices*]

\_\_\_\_\_\_\_ Seller acknowledges receiving an explanation of the types of agency relationships that are offered by brokerage and an Ohio Agency Disclosure Statement form at the first practical opportunity at which substantive contact occurred between the agent and seller. Seller agrees to execute an Agency Disclosure Statement as required by state law or regulation.\_\_\_\_\_\_\_Seller acknowledges that after entering into this written agency contract, agent may request a modification in order to act as a dual agent or a designated agent in a specific transaction. If asked: \_\_\_\_\_\_\_ Permission to act as a dual agent will not be considered.\_\_\_\_\_\_\_ Permission to act as a dual agent may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written Dual Agency Agreement.\_\_\_\_\_\_\_ Permission to act as a designated agent will not be considered.\_\_\_\_\_\_\_ Permission to act as a designated agent may be considered at the time I am provided with information about the other party to a transaction. If I agree, I will execute a separate written Designated Agency Agreement. |
| Special Circumstances – Approval Must be Obtained.Listing of Property:🞎 (1) Bankruptcy: Seller has filed for bankruptcy protection and this Agreement is made contingent upon the bankruptcy court authorizing the listing of the Property for sale.🞎 (2) Divorce: Seller has filed for divorce and this Agreement is made contingent upon the court having jurisdiction over the divorce action authorizing the listing of the Property for sale.🞎 (3) Other (Please describe):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Purchase and Sale of Property:🞎 (1) Bankruptcy: Seller has filed for bankruptcy protection. Any purchase and sale agreement for the sale of the Property will need to be conditioned upon the approval of the bankruptcy court.🞎 (2) Divorce: Seller has filed for divorce. Any purchase and sale agreement for the sale of the Property will need to be conditioned upon the approval of the court having jurisdiction over the divorce.🞎 (3) Short Sale: The sale of the Property will not generate sufficient proceeds to pay off the Broker’s real estate commission and all mortgages or liens on the Property. Therefore, the purchase and sale agreement for the sale of the Property will need to be made contingent upon the mortgage lender(s) and other lien holders agreeing to take less than the face amount of what they are owed.🞎 (4) Seller Not On Title: Seller does not yet have title to the Property and the purchase and sale agreement for the Property will or 🞎will not need to be subject to Seller acquiring title to the Property.🞎 (5) Other (Please describe)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_1. **Optional Financing Terms:** [ ]  Cash [ ]  Conventional [ ]  VA [ ]  FHA [ ]  Other (specify)

[ ]  **Seller Financing:** Selleris willing to hold a purchase money mortgage in the amount of $ with the following terms: [ ]  Assumption of Existing Mortgage: Buyer may assume existing mortgage for $ plus an assumption fee of $ . The mortgage is for a term of \_\_\_\_\_\_ years beginning in \_\_\_\_\_\_, at an interest rate of \_\_\_\_\_\_% [ ]  fixed [ ]  variable (describe)  .Lender approval of assumption is [ ]  required [ ]  is not required [ ]  unknown.1. **Notice to Seller**: (1) You may remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing. (2) Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are advised to consult with a legal or mortgage professional to make this determination.
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1. **CORRESPONDING PARAGRAPHS FOR SECTION A.**
	1. **Exclusive Right to Represent Listing Agreement.** Seller represents that Seller has the full authority to enter into this Agreement. This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Broker and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence.

## Listing Period.

* + 1. **Initial Listing Period:** The referenced Listing Period shall be the term of this Agreement and it shall begin on the referenced Starting Date and shall continue through the referenced Ending Date. If the Property is under contract during the Listing Period, but the Listing Period expires prior to the closing, then the Listing Period shall be automatically extended through the closing of the contract.
		2. **Extension:** If during the term of this Agreement, Seller and a prospective buyer enter into a real estate sales contract or option to purchase contract which is not consummated for any reason whatsoever, then the original expiration date of this Agreement may be extended for the number of days that Property was under contract by providing written notice of the same to the Seller prior to the referenced Ending Date set forth herein. If the Ending Date is modified in any amendment hereto, such amendment shall control. If such written notice is not given by the Ending Agreement shall terminate and be of no further force or effect.
	1. **Broker’s Duties to Seller.**
		1. Broker agrees to employ the best efforts of Broker and Broker's agents and staff to secure a contract of sale for the described property upon such terms as may be agreeable to Seller. Broker's efforts shall include directing the efforts of Broker's organization to bring about the sale, advertising the described property as Broker deems advisable in those advertising media of merit customarily used in the area, furnishing such additional information as is necessary to cooperating real estate brokers and assisting such brokers in effecting a sale of property, and keeping Seller informed as to the progress of Broker's efforts in finding a Buyer for the described property. Seller understands the Broker makes no representation or guarantee as to the sale of the property.
		2. If selected in paragraph A.4. above, Broker agrees to assist in negotiating terms or filling out pre-printed real estate purchase and sale agreements and/or counteroffers.
	2. **Seller’s Duties.** Seller agrees as follows:
1. To furnish Broker with complete and reliable information concerning ownership and the operation of the property, and any encumbrances or liens affecting the property.
2. To inform Broker of any inquiries (including inquiries from other brokers) or negotiations concerning the sale of the property.
3. To permit inspection and showing of the property by Broker, Broker’s agents, Buyer’s agents, and by prospective buyers as deemed reasonably necessary by Broker, and to cooperate in the scheduling, showings and inspections as is necessary.
4. To permit the offering for sale of the property to prospective buyers without regard to sex, race, creed, color, religion, national origin, handicap or familial status.
5. To authorize Seller’s attorneys and the settlement agent to furnish Brokers copies of the final HUD-1 settlement statement for the transaction prior to the closing date.
6. Not to deal directly with prospective buyers of this property during the period of the agency and to refer any inquiries received directly and immediately to the Broker.
7. To maintain the property, including lawn, shrubbery, and grounds until the day of closing or possession, whichever occurs first.

## Marketing.

* + 1. **Generally:** Broker is authorized to market and advertise Property for sale in any media of Broker's choosing, including the Internet and multiple listing services, and attempt to procure buyers for the Property in cooperation with other real estate brokers and their affiliated licensees. Seller acknowledges that in listing the Property in a multiple listing service, all members of multiple listing services and real estate related third parties will have access to Seller’s listing information including images and recordings and the right to use all available technology to create, download, store, supplement and manipulate such listing information to assist Seller in the sale of the Property and for tracking and analyzing real estate transactions. As such, Broker may not always have control over aspects of the marketing of the property. Any media created or purchased by Broker to be used in the marketing effort shall not belong to or be the property of the Seller and may not be copied, reproduced, or used by Seller or other third parties without the express written permission of the Broker. Seller warrants that any media provided or paid for by Seller is the property of the Seller and agrees to indemnify the Broker for any claim by a third party related to the use of the provided media. Broker shall be allowed to use Seller provided materials, during the term of this Agreement, with any third-party for the purposes of marketing the property, and Seller acknowledges that Broker shall not be liable to Seller for the continued use of media by third-parties after the termination of the Agreement. Seller agrees not to place any advertisements on the Property or to advertise the Property for sale in any media except with the prior written consent of Broker. Broker is also hereby authorized to place Broker’s “For Sale” sign on Property. If the Property is sold or a contract for the sale or exchange of the Property is entered into during the term of this Agreement, the Broker may advertise the Property (including images thereof) in any media of Broker's choosing as being “under contract” while a sale is pending and as being “sold” upon the closing of the Property (except nothing herein shall permit Broker to place a Sold sign on property no longer owned by Seller except with the written permission of the new owner).
		2. **Multiple Listing Service(s):** Broker agrees to file this Agreement with the multiple listing service(s) Broker decides to use within one (1) business day of commencing marketing of the Property to the public. Marketing of the Property to the public 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. Seller acknowledges that the multiple listing service(s) is/are not a party to this Agreement and is/are not responsible for errors or omissions on the part of Seller or Broker. Seller agrees to indemnify these multiple listing service(s) from and against any and all claims, liabilities, damages or losses arising out of or related to the listing and sale of Property. Seller acknowledges that by virtue of listing the Property in multiple listing service(s), all multiple listing service(s) members and their affiliated licensees, will have access to Seller’s listing information for the purpose of assisting Seller in the sale of the Property.
		3. **Consent of Seller to be Called:** If Seller is on a “Do Not Call List,” Seller expressly consents to Broker calling Seller for any purpose related to the sale of the Property. This paragraph shall survive the termination of this Agreement.
		4. **Lockboxes:** A lockbox may be used in connection with the marketing of Property. There have been isolated instances of reported burglaries of homes on which lockboxes have been placed and for which the lockbox has been alleged to have been used to access the home. In order to minimize the risk of misuse of the lockbox, Broker recommends against the use of lockboxes on door handles that can be unscrewed from the outside or on other parts of the home from which the lockbox can be easily removed. Since others will have access to Property, Seller agrees to either remove all valuables, prescription drugs and/or keys, or put them in a secure place. The Seller shall hold harmless the Broker and its affiliated licensees from all responsibility and liability resulting from any loss, damage, or theft which might occur while the Property is listed by the Broker under this Agreement.
		5. **No Marketing by Seller:** Seller is encouraged to communicate the availability of the Property for sale to friends and other acquaintances. However, since Broker has been hired to exclusively market and show the Property, Seller shall not, with respect to the sale of the Property, prepare and distribute marketing materials, hold open houses, put up signs regarding the Property, create websites for the Property, prepare flyers, brochures or videos or engage in other similar activities without the prior written consent of Broker.

## Commission.

* + 1. In the event that during the term of this Agreement Seller enters into a contract (including an option contract) for the sale or exchange of the Property, or any portion thereof, or for the sale of the ownership interests in the legal entity which owns the Property, with any buyer, Seller agrees to pay Broker’s commission at closing (and regardless of whether the closing is during or after the term of this Agreement).

In addition, Seller agrees to immediately pay Broker the commission referenced above if during the term of this Agreement any of the following events occur:

* + - 1. Seller defaults under any contract to sell or exchange the Property (including an option contract);
			2. Without the consent of Broker, Seller and a buyer mutually agree to terminate a contract for the purchase and sale or exchange of the Property (including an option contract); or
			3. Seller refuses to accept a lawful, bona fide, written offer to purchase the Property meeting the following terms and conditions at a time when the Property is not otherwise under contract:
				1. The purchase price in the offer, after deducting all fees, costs and contributions to be paid by the Seller (other than the real estate brokerage commission to be paid by Seller and the Seller’s payment of ad valorem property taxes through the date of closing) is for at least the full listing price set forth herein and is to be paid in cash or cash equivalent at the closing.
				2. The offer is not subject to contingencies, conditions precedent, due diligence periods, or required terms other than those set forth herein;
				3. The offer is not subject to Seller warranties or representations other than: (i) those warranties the Seller agrees to provide in any Seller’s Residential Property Disclosure Form the Seller has filled out and made available to prospective buyers for inclusion in any offer, and (ii) the Seller warranting to convey good and marketable title to the Property at closing by limited warranty deed; and
				4. The date of closing in the offer is not less than thirty (30) days nor more than forty-five (45) days from the offer date. Notwithstanding the above, in the event there are multiple offers to purchase the Property, Seller shall not be in breach of this Agreement if the Seller first gives the prospective buyers a reasonable opportunity (not exceeding 10 days from the date of the first

offer) to make their best offer to purchase the Property.

* + 1. Broker may share this commission with a cooperating broker, if any, who procures the buyer of Property by paying such cooperating broker at closing the percent (%) of the sales price of Property referenced above **OR** the flat amount referenced above. In addition, cooperating brokers are expressly intended to be third-party beneficiaries under this Agreement.
		2. Survival: The commission rights of Broker and the commission obligations of Seller set forth herein shall survive termination or expiration of this Agreement.
		3. In the event Seller has unilaterally terminated a Listing Agreement on the Property with a different broker, Seller acknowledges that in addition to Seller’s commission obligations to Broker set forth herein, Seller may also owe a real estate commission to the previous broker in certain circumstances.
		4. In addition to the foregoing, as consideration for Broker's services, Broker is entitled to receive \_\_\_\_\_\_% (50% if left blank) of all deposits that Seller retains as liquidated damages for a buyer's default in a transaction, not to exceed the amount of the Commission.
		5. **Administrative Fee**: In addition to the commission paid by Seller pursuant to Paragraph 6(a), Seller agrees to pay an administrative fee in the amount of $500 to Broker, payable at closing.
	1. **Protected Period.** If Seller during the Protected Period, as that term is hereinafter defined, sells, options to sell, contracts to sell ownership interests in the legal entity which owns the Property or contracts to sell or exchange Property to any buyer who made an offer on, was introduced to, visited, received information on, inquired about, or otherwise learned of the Property during the term of this Agreement, as a result of the efforts of the Broker, then Seller shall pay the commission referenced above to Broker at the closing of the sale or exchange of Property to said buyer. The term “Protected Period” shall refer to the period with the number of days referenced above following the earlier of either: (a) the expiration of this Agreement; or (b) the date that the Agreement is terminated upon the mutual, written consent of the Broker and Seller. If this Agreement is terminated by Seller without the express, written consent of Broker, the Protected Period shall be the time period referenced above plus the number of days that remained on the term of this Agreement at the time it was terminated early without the express, written consent of Broker. In such event, the Protected Period shall commence on the date this Agreement was terminated early without the express written consent of Broker. For the purposes of this Agreement, the term “buyer” shall include buyer, all members of the buyer’s immediate family, any legal entity in which buyer or any member of buyer’s immediate family owns or controls, directly or indirectly, more than ten percent (10%) of the shares or interests therein, and any third party who is acting under the direction or control of any of the above parties. Notwithstanding the above, no listing commission shall be paid to Broker if this Agreement has either expired or been terminated upon the mutual, written consent of Broker and Seller and the Property is sold or contracted to be sold to a prospective buyer by or through another licensed broker with whom Seller has signed an exclusive right to sell listing agreement. The commission rights and obligations set forth herein shall survive the termination or expiration of this Agreement.
	2. **Independent Contractor Relationship.** This Agreement shall create an independent contractor relationship between Broker and Seller. Broker shall at no time be considered an employee of Seller.

## Agency and Brokerage.

* + 1. **Broker’s Policy on Agency:** Unless Broker indicates above that Broker is not offering a specific agency relationship, the types of agency relationships offered by Broker are: seller agency, buyer agency, designated agency, dual agency, sub-agency, landlord agency, and tenant agency.
		2. **Dual Agency Disclosure:**  In a dual agency relationship, one agent may represent both parties in a real estate transaction, BUT ONLY IF BOTH PARTIES CONSENT. Disclosed dual agency is most likely to occur when both the Buyer and Seller are represented by the same agent. A dual agent may not disclose any confidential information that would place one party at an advantage over the other party and may not disclose any of the following information without the informed consent of the party to whom the information pertains: 1) that a buyer is willing to pay more than the price offered; 2) that a seller is willing to accept less than the asking price; 3) motivating factors of either party for buying or selling; 4) that a party will agree to financing terms other than those offered; 5) repairs or improvements a seller is willing to make as a condition of sale; and 6) or any concession having an economic impact upon the transaction that either party is willing to make. If Seller and a prospective buyer are both being represented by the same Broker, Seller is aware that Broker is acting as a dual agent in this transaction and consents to the same. Seller has been advised that:
			1. In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
			2. Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from either client which is not otherwise required to be disclosed by law;
			3. Seller does not have to consent to dual agency and, the consent of the Seller to dual agency has been given voluntarily and the Seller has read and understands the brokerage engagement agreement.
			4. Notwithstanding any provision to the contrary contained herein, Seller hereby directs Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
			5. Broker or Broker’s affiliated licensees will timely disclose to each client the nature of any material relationship with other clients other than that incidental to the transaction. A material relationship shall mean any actually known personal, familial, or business relationship between Broker and a client which would impair the ability of Broker to exercise fair and independent judgment relative to another client. The other party whom Broker may represent in the event of dual agency may or may not be identified at the time Seller enters into this Agreement. If any party is identified after the Agreement and has a material relationship with Broker, then Broker shall timely provide to Seller a disclosure of the nature of such relationship.
			6. Upon signing this brokerage engagement with the dual agency disclosures contained herein, Client’s consent to dual agency is conclusively deemed to have been given and informed in accordance with state law.
		3. **Designated Agency Disclosure:** *[Applicable only if Broker’s agency policy is to practice designated agency.]* Seller does hereby consent to Broker acting in a designated agency capacity in transactions in which Broker is representing Seller and a prospective buyer. With designated agency, Broker assigns one or more of its affiliated licensees exclusively to represent the Seller and one or more of its other affiliated licensees exclusively to represent the prospective buyer.
		4. Unless specified below, Broker has no other known agency relationships with other parties which would conflict with any interests of Seller (except that Broker may represent other buyers, sellers, landlords, and tenants in buying, selling or leasing property).

## Special Circumstances.

* + 1. The sale of Property is contingent upon a third party’s approval as indicated above. It shall be Seller’s responsibility to seek to fulfill any contingency or condition selected herein, if any, and ensure that the purchase and sale agreement is made subject to any such contingency or condition.
		2. Broker agrees to keep confidential all information which Seller asks to be kept confidential by express request or instruction unless Seller permits such disclosure by subsequent word or conduct or such disclosure is required by law. Seller acknowledges, however, that Buyer and Buyer’s broker may possibly not treat any offer made by Seller (including its existence, terms and conditions) as confidential unless those parties have entered into a Confidentiality Agreement with Seller.
		3. Broker may not knowingly give customers false information.
		4. In the event of a conflict between Broker’s duty not to give customers false information and the duty to keep the confidences of Seller, the duty not to give customers false information shall prevail.

## OTHER TERMS AND CONDITIONS

* 1. **Seller Default.** In the event Seller defaults under this Agreement, Seller shall, in addition to its other obligations set forth elsewhere herein, reimburse Broker for the out-of-pocket costs and expenses incurred by Broker and Broker’s affiliated Licensees in seeking to market and sell the Property. Such costs and expenses shall include without limitation printing and copying charges, mileage at the highest rate allowed by the IRS as a business deduction and expenses to advertise the Property in various media. Seller shall also pay all costs, fees and charges for removing the listing from any multiple listing service. The payment of these costs, fees, charges and expenses by Seller shall not waive or limit Broker’s right to assert any other claim, cause of action or suit (hereinafter collectively “Claims”) against Seller for a real estate commission(s) and/or other damages and shall not release Seller from such Claims. Notwithstanding the above, the amount of such fees, charges, costs and expenses paid by Seller to Broker hereunder shall be an offset against any Claim of Broker for a real estate commission(s).
	2. **Residential Property Disclosure Form .** Within three (3) days of the date of this Agreement, Seller agrees to provide Broker with a current, fully executed Residential Property Disclosure Form. In addition, if any dwelling on the Property, or portion thereof, was constructed prior to 1978, Seller agrees to additionally provide Broker with a current fully executed Lead-Based Paint Disclosure Exhibit within the same timeframe so that Broker may provide the same to buyers in accordance with federal law. Broker is hereby authorized to distribute the Residential Property Disclosure Form and any Lead-Based Paint Exhibit to buyers interested in Property. Seller agrees to promptly update any of the above-referenced disclosure documents should any changes occur.
	3. **Hazardous Conditions on Property.** Seller acknowledges that Seller owes a duty of reasonable care to keep the Property safe for prospective buyers and their agents who to view and inspect the Property. Among other things, this includes a duty to warn such invitees of dangerous conditions that would not be obvious to an invitee. Sellers are encouraged to inspect the Property for hazardous conditions and correct and eliminate all such conditions. Seller agrees to indemnify and hold Broker harmless from and against any and all claims, causes of action, suits, and damages arising out of or relating to a person or persons being injured or harmed while on the Property.
	4. **Limits on Broker’s Authority and Responsibility.** Seller acknowledges and agrees that Broker:
		1. may show other properties to prospective buyers who are interested in Property;
		2. shall have no duty to inspect the Property or advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, , utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, and lead-based paint; inspection of the Property by a licensed home inspector, construction expert, structural engineer, or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant, or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of the Property, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Seller acknowledges that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Seller should seek independent expert advice regarding any matter of concern to Seller relative to the Property and this Agreement. Seller acknowledges that Broker shall not be responsible to monitor or supervise or inspect any portion of any construction or repairs to Property and that such tasks fall outside the scope of real estate brokerages services;
		3. shall owe no duties to Seller nor have any authority on behalf of Seller other than what is set forth in this Agreement;
		4. may make all disclosures required by law;
		5. may disclose all information about Property to others;
		6. shall not be responsible for ensuring that Seller complies with the duties and deadlines contained in any purchase agreement entered into by Seller and that Seller shall be solely responsible for the same; and
		7. shall be held harmless by Seller from any and all claims, causes of action, or damages arising out of or relating to:
			1. inaccurate and/or incomplete information provided by Seller to Broker;
			2. earnest money handled by anyone other than Broker;
			3. Seller’s negligence;
			4. Any loss or theft of valuables, prescription drugs or keys, relating to the use of a lockbox or an open house resulting from Seller’s failure to remove or secure the same;
			5. the existence of undisclosed material facts about the Property or the transaction; and
			6. any damages or injuries occurring on the Property as a result of dangerous or defective conditions on the Property or the failure to secure or restrain pets.
		8. shall have no authority to bind Seller to any contract or agreement.

##  LIMIT ON BROKER’S LIABILITY . SELLER ACKNOWLEDGES THAT BROKER:

* + 1. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THAN A SUM NOT TO EXCEED $100; AND**
		2. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF $100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

## Disclosure of Potentially Fraudulent Activities.

* + 1. To help prevent fraud in real estate transactions, Seller does hereby give Broker permission to report any suspicious, unusual and/or potentially illegal or fraudulent activity (including but not limited to mortgage fraud) to:
			1. Governmental officials, agencies and/or authorities and/or
			2. Any mortgage lender, mortgage insurer, mortgage investor and/or title insurance company which could potentially be harmed if the activity was in fact fraudulent or illegal.
		2. Seller acknowledges that Broker does not have special expertise with respect to detecting fraud in real estate transactions. Therefore, Seller acknowledges that:
			1. Activities which are fraudulent or illegal may be undetected by Broker; and
			2. Activities which are lawful and/or routine may be reported by Broker as being suspicious, unusual or potentially illegal or fraudulent.

## Miscellaneous.

* + 1. **ARBITRATION. AT THE ELECTION OF EITHER SELLER OR THE COMPANY, ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER BETWEEN THE SELLER AND THE BROKERAGE FIRM, WHETHER PAST, PRESENT OR FUTURE, AND WHETHER BASED ON CONTRACT, TORT (INCLUDING INTENTIONAL TORT), STATUTE, ORDINANCE, OR ANY OTHER LEGAL RIGHT OR CLAIM, INCLUDING ALLEGED VIOLATION OF CONSUMER OR PRIVACY LAWS, SHALL BE REFERRED TO AND RESOLVED EXCLUSIVELY BY BINDING ARBITRATION (THE “ARBITRATION”), AND NOT BY A JUDGE OR JURY IN COURT.** **THIS AGREEMENT HAS BEEN ENTERED INTO USING THE MEANS AND INSTRUMENTALITIES OF INTERSTATE COMMERCE AND THIS ARBITRATION PROVISION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (“FAA”), 9 U.S.C. § 1 *ET SEQ.* IN ARBITRATION, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL. ANY ARBITRATION UNDER THIS ARBITRATION PROVISION SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION (THE “AAA”) UNDER ITS CONSUMER ARBITRATION RULES (THE “AAA RULES”), WHICH ARE AVAILABLE ON THE AAA’S WEBSITE, WWW.ADR.ORG. HOWEVER, IF THE AAA IS UNABLE OR UNWILLING TO SERVE, A COURT WITH JURISDICTION SHALL APPOINT THE ADMINISTRATOR OR ARBITRATOR IN THE EVENT THAT THE PARTIES ARE UNABLE TO AGREE ON AN ARBITRATOR OR AN ADMINISTRATOR WITHIN 20 DAYS AFTER THE PARTIES HAVE BEEN INFORMED IN WRITING THAT THE AAA IS UNABLE OR UNWILLING TO SERVE. ANY ARBITRATOR MUST BE A LAWYER WITH AT LEAST 10 YEARS OF EXPERIENCE OR A RETIRED JUDGE, UNLESS THE PARTIES OTHERWISE AGREE IN WRITING. ARBITRATION SHALL BE INITIATED BY COMMENCING AN ARBITRATION PROCEEDING IN ACCORDANCE WITH THE AAA RULES OR OTHER ADMINISTRATOR’S RULES. A PARTY MAY ALSO MOVE TO COMPEL ARBITRATION OF CLAIMS THAT THE OTHER PARTY HAS FILED IN COURT. A SINGLE NEUTRAL ARBITRATOR SHALL BE APPOINTED BY THE PARTIES. IF THE PARTIES CANNOT AGREE ON THE SELECTION OF AN ARBITRATOR WITHIN TWENTY (20) DAYS OF THE COMMENCEMENT OF THE ARBITRATION, THE AAA (OR OTHER ADMINISTRATOR) SHALL APPOINT AN INDEPENDENT NEUTRAL ARBITRATOR. IN THE EVENT OF A CONFLICT BETWEEN THIS ARBITRATION PROVISION, ON THE ONE HAND, AND THE AAA RULES, THE REMAINING PROVISIONS OF THIS AGREEMENT OR THE LISTING AGREEMENT, ON THE OTHER HAND, THIS ARBITRATION PROVISION SHALL PREVAIL. THIS ARBITRATION PROVISION IS INTENDED TO BENEFIT, MAY BE ENFORCED BY AND IS BINDING UPON (I) BROKERAGE FIRM, ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS AND ALL OF THEIR EMPLOYEES, OFFICERS AND DIRECTORS; (II) SELLER AND HIS/HER HEIRS, TRUSTEES, GUARDIANS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS; AND (III) ANY OTHER PERSON OR ENTITY NAMED AS A DEFENDANT OR RESPONDENT IN A CLAIM ASSERTED BY ONE PARTY AGAINST THE OTHER PARTY.**  **THE ARBITRATION SHALL TAKE PLACE IN** OHIO **AT A PLACE THAT IS REASONABLY CONVENIENT TO THE PARTIES, AND THE ARBITRATOR SHALL (I) RESOLVE ALL DISPUTES AND ISSUES BETWEEN THE PARTIES, INCLUDING ALL ISSUES OF ARBITRABILITY AND THE VALIDITY AND ENFORCEABILITY OF THIS ARBITRATION PROVISION, (II) ENFORCE EVERY PROVISION OF THIS AGREEMENT AND ANY OTHER AGREEMENT BETWEEN THE PARTIES, INCLUDING THIS ARBITRATION PROVISION, ACCORDING TO ITS TERMS, (III) TEMPORARILY AND PERMANENTLY ENJOIN A BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, (IV) FOLLOW APPLICABLE SUBSTANTIVE LAW CONSISTENT WITH THE FAA AND GIVE EFFECT TO APPLICABLE STATUTES OF LIMITATIONS AND PRIVILEGES; (V) AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD TO AN INDIVIDUAL OR PARTY, INCLUDING COMPENSATORY DAMAGES; AND (VI) AWARD ATTORNEYS’ FEES AND COSTS TO THE PREVAILING PARTY. THE ARBITRATOR SHALL NOT AND CANNOT, HOWEVER, AWARD PUNITIVE DAMAGES. IF THE ARBITRATOR DETERMINES THAT ANY PARTY’S CLAIM OR DEFENSE IS FRIVOLOUS OR WRONGFULLY INTENDED TO OPPRESS OR HARASS THE OTHER PARTY, THE ARBITRATOR MAY AWARD SANCTIONS IN THE FORM OF PAYMENT OF FEES AND EXPENSES REASONABLY INCURRED BY THE OTHER PARTY (INCLUDING ARBITRATION ADMINISTRATION FEES, ARBITRATOR’S FEES, AND ATTORNEY, EXPERT AND WITNESS FEES), TO THE EXTENT SUCH PAYMENT COULD BE IMPOSED UNDER RULE 11 OF THE FEDERAL RULES OF CIVIL PROCEDURE. PAYMENT OF ALL FILING, ADMINISTRATION, AND ARBITRATOR FEES WILL BE GOVERNED BY THE ADMINISTRATOR’S RULES, PROVIDED THAT COMPANY WILL ALWAYS PAY ANY FEES OR EXPENSES THAT IT IS REQUIRED TO PAY BY LAW OR THAT IT IS REQUIRED TO PAY FOR THIS ARBITRATION PROVISION TO BE ENFORCED.** **THE ARBITRATOR’S AWARD SHALL BE IN WRITING, WITH FINDINGS OF FACT AND CONCLUSIONS OF LAW, AND SHALL PROVIDE A BREACHING PARTY NO MORE THAN TWENTY (20) DAYS TO COMPLY WITH EVERY PROVISION OF THIS AGREEMENT AND EVERY OTHER AGREEMENT BETWEEN THE PARTIES. HOWEVER, A PARTY SHALL HAVE FIFTEEN (15) DAYS TO APPEAL THE AWARD BEFORE A PANEL OF THREE NEUTRAL ARBITRATORS (THE “APPELLATE PANEL”) TO BE PROMPTLY APPOINTED BY THE AAA OR THE ARBITRATION ADMINISTRATOR. THE DECISION OF THE APPELLATE PANEL SHALL BE BY MAJORITY VOTE, AND THE APPELLATE PANEL SHALL ISSUE A FINAL AWARD WITHIN ONE HUNDRED AND TWENTY (120) DAYS OF THEIR FULL APPOINTMENT BY THE AAA OR OTHER ADMINISTRATOR. THE APPELLATE PANEL SHALL RECONSIDER ANEW ANY ASPECT OF THE INITIAL AWARD REQUESTED BY THE APPEALING PARTY AND PROVIDE THE PARTIES AN EQUAL AND FAIR OPPORTUNITY TO PRESENT THEIR CASE. THE ARBITRATOR’S AWARD (OR THE APPELLATE PANEL’S AWARD IF THERE IS AN APPEAL) WILL BE FINAL AND BINDING, EXCEPT FOR ANY APPEAL RIGHTS UNDER THE FAA. JUDGMENT UPON ANY AWARD RENDERED BY ANY ARBITRATOR (OR APPELLATE PANEL) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. NO ARBITRATION AWARD INVOLVING THE PARTIES WILL HAVE ANY PRECLUSIVE EFFECT AS TO ISSUES OR CLAIMS IN ANY DISPUTE INVOLVING ANYONE WHO IS NOT A PARTY TO THE ARBITRATION, NOR WILL AN ARBITRATION AWARD IN PRIOR DISPUTES INVOLVING OTHER PARTIES HAVE PRECLUSIVE EFFECT IN AN ARBITRATION BETWEEN THE PARTIES TO THIS ARBITRATION PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE THE TERMINATION, VOIDANCE OR ANNULMENT OF THIS AGREEMENT OR ANY OTHER PROVISION OF THIS AGREEMENT AND ANY BANKRUPTCY TO THE EXTENT PERMITTED BY APPLICABLE BANKRUPTCY LAW.** **IF ANY PORTION OF THIS ARBITRATION PROVISION IS HELD TO BE INVALID OR UNENFORCEABLE, (INCLUDING, BUT NOT LIMITED TO, THE PROHIBITION AGAINST AWARDING PUNITIVE DAMAGES), THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION SHALL NEVERTHELESS REMAIN IN FORCE.**

##  SELLER’S INITIALS \_\_\_\_\_\_\_\_\_\_.

* + 1. **Referrals:** Seller hereby authorizes Broker to refer Seller to another real estate licensee or broker for brokerage or relocation services not related to the sale of the Property. Seller acknowledges and agrees that Broker may receive a valuable consideration for the referral.
		2. **No Imputed Knowledge:** Seller acknowledges and agrees that with regard to any property which Seller intends to sell, there shall be no knowledge imputed between Broker and Broker’s licensees or between the different licensees of Broker. Broker and each of Broker’s licensees shall be deemed to have only actual knowledge of such properties.
		3. **Governing Law:** This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Ohio.
		4. **Fair Housing Disclosure:** Seller acknowledges that Broker is committed to providing equal housing opportunities to all persons and that Seller and Broker are obligated to comply with state and federal fair housing laws in selling the Property. Seller and Broker agree not to discriminate in the sale of the Property on the basis of race, color, religion, national origin, sex, familial status, disability, sexual orientation or gender identity. 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. The practice of “Blockbusting” is also illegal. “Blockbusting”  is defined as “the practice of inducing owners of property to sell because of the actual or rumored advent into the neighborhood of a member of a racial, religious or ethnic group.”  *City of Cleveland Heights v. Lindsay*, 417 N.E.2d 1019, 1021 (Ohio Ct. App. 1979) (quoting *Summer v. Teaneck*, (1969), 53 N.J. 548, 551, 251 A.2d 761, 762-63.)
		5. **Time of Essence:** Time is of the essence of this Agreement.

## Notices:

* + - 1. **Communications Regarding Real Estate Transactions:** Client acknowledges that many communications and notices in real estate transactions are of a time sensitive nature and that the failure to be available to receive such notices and communications can have adverse legal, business and financial consequences. During the term of this Agreement, Client agrees to remain reasonably available to receive communications from Broker.
			2. **Notices between Broker and Client Regarding this Agreement:** Client and Broker agree that communications and notices between them regarding the terms of this Agreement shall be in writing, signed by the party giving the notice, and may be delivered in person or to any address, e-mail address and/or facsimile number to the person to whom the communication or notice is being given specifically set forth in this Agreement. It is the intent of the parties that those means of transmitting notices for which a party has not provided an address or number shall not be used for receiving notices and communications. For example, if a party has not provided an e-mail address in this Agreement, it shall mean that the party is not accepting notices or communications sent by this means.
		1. **Assignability:** As part of a sale of all or substantially all of the assets of Broker to another brokerage firm, Seller consents to this Agreement being assigned by Broker to the other brokerage firm. In such event, the assignee, upon consenting to the assignment, shall: (1) thereafter be responsible for performing all of the duties and responsibilities of the assignor under this Agreement; and (2) have all of the rights of assignor including the right to receive the commissions under the Agreement.
		2. **Counterparts**. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. This Agreement will not be binding on the Company unless and until it is signed by a duly authorized broker of the Company.
		3. **Brokerage Duties Disclosure to Seller**. Seller represents and warrants to Broker that Broker has provided and reviewed with Seller the Brokerage Duties Disclosure to Seller document attached as **Exhibit B**. Seller represents and warrants to Broker that Broker answered all of Seller’s questions with regard to the Brokerage Duties Disclosure to Seller.
	1. **WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer’s earnest money, the cash needed for the buyer to close, and/or the seller’s proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Ohio; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.
	2. **Homeowner Benefit Agreement**. Seller and Broker acknowledge that this Agreement is being entered into pursuant to the HBA entered into by and between Seller and MV REALTY OF OHIO, LLC, an Ohio limited liability company (the “Company”). Seller and Broker agree that the HBA is (i) separate and apart from this Agreement, (ii) remains in full force and effect, and (iii) shall survive the expiration or earlier termination of this Agreement. In the event of any conflict between the terms of the HBA and the terms of this Agreement, the terms of the HBA shall govern. This Agreement will not be binding on the Broker unless and until it is signed by a duly authorized officer and broker of the Broker.
	3. **Brochures and Forms. The following Brochures have been received by the Seller(s):** (Check all that apply. Any box not checked means the Seller(s) has not received that brochure or other consumer information)
* State of Ohio Agency Disclosure Statement form
* State of Ohio Residential Property Disclosure Form
* Dual Agency Agreement
* Designated Agency Agreement
* Lead Based Paint Pamphlet
* Mold Pamphlet
* EPA Home Buyer’s and Seller’s Guide to Radon Pamphlet
* Protect Yourself When Selling a House
* What Buyers and Sellers Should Know About Short Sales and Distressed Properties
* Other:
* Other:
	1. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addenda conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:
* Legal Description Exhibit “\_\_\_”
* Lead-Based Paint Exhibit “\_\_\_”
* Retainer Fee Exhibit “\_\_\_”
* Other:
* Other:

**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

❑ Additional Special Stipulations are attached.

## BY SIGNING THIS AGREEMENT, SELLER ACKNOWLEDGES THAT: (1) SELLER HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN; (2) SELLER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) SELLER IS NOT SUBJECT TO A CURRENT LISTING AGREEMENT WITH ANY OTHER BROKER.

**SELLER’S ACCEPTANCE AND CONTACT INFORMATION**

## 1 Seller’s Signature 2 Seller’s Signature

Print or Type Name Date Print or Type Name Date

Seller’s Address for Receiving Notice Seller’s Address for Receiving Notice

Seller’s Phone Number: Cell Home Work Seller’s Phone Number: Cell Home Work

Seller’s E-mail Address Seller’s E-mail Address

## Additional Signature Page is attached.

**BROKER / BROKER’S AFFILIATED LICENSEE CONTACT INFORMATION**

Listing Broker MLS Office Code Brokerage Firm License Number

**Broker/Affiliated Licensee Signature** Broker’s Phone Number Fax Number

Print or Type Name Date Broker’s Address

Licensee’s Phone Number Fax Number

Licensee’s E-mail Address

Ohio Real Estate License Number

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY SELLER.

The above Agreement is hereby accepted o’clock .m. on the date of \_.