



# EXCLUSIVE LISTING AGREEMENT

As approved by the Firelands Association of REALTORS®

2710 Campbell St., Sandusky, Ohio 44870 ~ Phone: 419-625-5787



The undersigned owner, \_\_\_\_\_ ("Seller"), grants to the undersigned broker, \_\_\_\_\_ (with its agents, successors, and assigns is called "Broker") the exclusive right to sell or lease as set forth in this Exclusive Listing Agreement ("Agreement") the Property generally described as:

Address: \_\_\_\_\_

Parcel #(s): \_\_\_\_\_ ("Property")

**Listing Period:** The Seller hereby grants to the Broker the exclusive right to ☐ sell ☐ lease the Property from \_\_\_\_\_, 20\_\_\_\_ through midnight on \_\_\_\_\_, 20\_\_\_\_ ("Term"). Seller offers the Property at a price of \$\_\_\_\_\_ and/or upon any price, terms, exchange, or trade to which the Seller consents. In the event of an exchange or trade, Broker is permitted to represent and receive compensation from all parties to the transaction.

**Brokerage Fee Disclosure:** Broker compensation is not set by law and is fully negotiable.

Seller Initials: \_\_\_\_\_

**Brokerage Fee:** Seller hereby agrees to pay the Broker's brokerage compensation in the amount of \_\_\_\_\_% of the selling price of the Property or gross amount due for the duration of any lease of the Property, or a minimum flat fee compensation of \$\_\_\_\_\_, whichever is greater, if, during the Term of this Agreement:

1) the Property is sold, exchanged, or traded; 2) a ready, willing, and able purchaser for the Property exists; or 3) a lease agreement is executed between Seller and any tenant. If the Property is traded, then the Broker's compensation shall be the agreed upon percentage (as determined in this section) of the listing price of the Property at the time of the trade. If the Seller and a purchaser or tenant sign a purchase agreement, option to purchase, or an agreement to lease during the Term of this Agreement, but the closing of the sale or lease of the Property will not take place until after the original Term of this Agreement, then the Seller's obligation to pay either the fee or minimum compensation stated in this Agreement shall be extended to coincide with the closing date of either the conveyance or lease of the Property. In addition to the compensation owed to Broker as described in this paragraph, Seller ☐ agrees to pay the purchaser's brokerage and/or cooperating brokers up to \_\_\_\_\_% of the selling price of the Property or a flat fee of \$\_\_\_\_\_ OR ☐ does NOT agree to pay the purchaser's brokerage and/or cooperating brokers any compensation. If Seller will offer compensation to purchaser's brokerage, then Seller authorizes Broker to negotiate the purchaser brokerage compensation on Seller's behalf in an amount not exceed the compensation limits that Seller is willing to pay purchaser's brokerage as described in this paragraph. Seller agrees to refer to Broker all real estate brokers and agents, potential purchasers, potential tenants, or any other prospects that may contact Seller directly during period of this Agreement or any extension thereof seeking to purchase, exchange, trade, or lease the Property and to provide Broker with their names, telephone numbers, and addresses. Seller agrees to pay the above Broker's brokerage compensation and purchaser's brokerage compensation by irrevocable assignment of escrow funds at the time of closing.

**Protection Period:** The above stated compensation shall be paid to Broker's brokerage if the Property is sold, traded or exchanged, leased, or a contract is entered into for the sale, exchange or lease, within \_\_\_\_\_ days after the expiration of this Agreement (or any extension thereof) to or with any person or entity to whom the Broker showed the Property or with whom the Broker negotiated during the Term of this Agreement. However, Seller shall not be obligated to pay Broker's brokerage such fee if Seller enters into a valid listing contract with another licensed real estate broker during said protection period.

**Information:** Seller authorizes Broker to advertise Seller's property "for sale" in any way deemed appropriate by Broker. Information provided by the Seller to Broker as listing information will be used to promote the Seller's Property to the public, and, therefore, it is essential that the information provided by the Seller be accurate. The Seller represents and warrants that the information furnished by the Seller and set forth on the "Residential Property Disclosure Form" and the "Lead Paint Disclosure Form" is true and accurate and shall be relied upon by the Broker in showing this Property to prospective purchasers. The Seller also represents and warrants that there are no latent, hidden, or undisclosed defects in the Property, and the Seller will defend, indemnify, and hold the Broker and Brokers brokerage harmless for the Seller's failure to disclose any known defects and claims resulting from the same. To the best of Seller's knowledge, no toxic, dangerous or hazardous wastes have been stored, disposed of, concealed within or released on or from the Property, and no other adverse environmental conditions affect the Property.

Seller Initials: \_\_\_\_\_ Address: \_\_\_\_\_

Revised 11/21/2024

**Marketable Title:** The Seller represents and warrants that the Property is titled to Seller and that Seller has full legal capacity and authority to enter this into Agreement and sell the Property. Seller also represents and warrants that Seller is not a party to any bankruptcy action, and that the Property is not subject to the rights of creditors in any bankruptcy action. In the event of a sale or exchange, Seller shall furnish satisfactory evidence of marketable title and agrees to convey to any purchaser marketable title to the Property by general warranty deed or other acceptable form of deed as agreed upon between Seller and purchaser, with release of dower, if applicable, and with all taxes paid. Real estate taxes, association dues, and other assessments shall be pro-rated as agreed upon between Seller and any purchaser of the Property.

**Possession:** shall be \_\_\_\_\_ days (rent-free) from deed recordation, subject to tenant's rights (if applicable) or as agreed upon in the purchase contract.

**Home Warranty:** Seller acknowledges being informed of the value and availability of a home warranty program. Seller agrees that Seller ☐ will ☐ will not pay for a limited home warranty program, approximate cost of \$: \_\_\_\_\_

**Excluded Fixtures:** (If "none" so state) \_\_\_\_\_

All excluded fixtures described in this Agreement must also be deemed excluded in any purchase agreement

**Further Conditions:** \_\_\_\_\_

**Showing Instructions:** ☐ By appointment ☐ Key, ☐ Lock Box, Other: \_\_\_\_\_. The Broker is authorized, in its sole discretion, to place a "For Sale" sign on the Property, to remove all other signs, to place a lockbox on the Property, to have access to the Property at all reasonable times for the purpose of showing the Property to prospective purchasers and to cooperate with other brokers. Yes ☐ No ☐ Photography: ☐ Yes ☐ No videography allowed in subject property by potential purchasers. Does Seller have Audio/Video Surveillance Systems? ☐ Audio ☐ Video/Surveillance system

**Fair Housing/Blockbusting:** This Agreement shall be performed in accordance with the Ohio Fair Housing Law (Section 4112.02(H) of the Ohio Revised Code), and the Federal Fair Housing Law (42 U.S.C.A. Section 3601 and 3604(e), pursuant to which it is illegal 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, or familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in those sections, 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 entry into the neighborhood of a person or persons belonging to one of the protected classes.

**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 a sex offender resides in the area. If you have or receive notice from the sheriff's office pursuant to this law, you agree to disclose this fact to the purchaser in the purchase contract.

**Appointment of Licensees:** Seller agrees that Broker may appoint other licensees within the Broker's brokerage to represent Seller's interest as defined by this Agreement. Seller will be notified of the licensee to whom any responsibilities are assigned.

**Consent for Unsupervised Access:** Seller ☐ Does ☐ Does not authorize the Broker's brokerage to grant access to the Seller's Property to licensed/certified Appraisers, Ohio Licensed 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. Seller also understands and agrees that the purchaser may attend the appointment with the authorized individuals. Seller agrees to hold the Broker and Broker's brokerage harmless for any damages, including but not limited to, real or property damages, loss, theft or injury to other that may occur while such individuals are at the Property.

**Binding Agreement:** This Agreement contains all of the terms and conditions agreed upon between the Broker and the Seller and, except as contained herein, there are no other conditions, representations, warranties, or agreements, express or implied. Facsimile or electronically transmitted signatures on the Agreement shall be deemed binding and valid and shall become a binding contract upon and accrue to the benefit of the Seller and respective heirs, executors, administrators, estate representatives, trustees of any trust to which the Property transfers upon Seller's death, and assigns. Seller acknowledges that Broker and its agents are authorized to provide real estate services only, and agrees to retain independent professionals for legal, accounting and tax, inspection, appraisal, property management, and/or engineering services, and any related services not provided in the terms of this Agreement.

**Care and Maintenance of Property:** Seller shall be solely responsible for maintaining the Property during the Term of this Agreement. The Broker has no duty or other obligation to maintain or repair any part of the Property's interior or exterior. Seller waives and releases Broker and the Broker's brokerage from any damage to the Property incurred during the Term of this Agreement that was not caused by Broker's negligence.

**As Sellers:** I have read the entire Listing Agreement and fully understand and agree to all the conditions thereof. I further represent that the statements contained herein are true to the best of my knowledge.

X  
**Seller** \_\_\_\_\_ **Date** \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

X  
**Seller** \_\_\_\_\_ **Date** \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

---

Agent Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

License #: \_\_\_\_\_

Agent Email: \_\_\_\_\_

Brokerage Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Brokerage Address: \_\_\_\_\_

License #: \_\_\_\_\_

Brokerage Email: \_\_\_\_\_