



Exclusive Right To Sell Listing Contract
Commercial-Industrial-Investment
A product of the
CINCINNATI AREA BOARD OF REALTORS®
Approved by Board Legal Counsel
This is a legally binding contract. If not understood,
seek legal advice. For real estate advice,
consult your REALTOR®.



1 \_\_\_\_\_,
NAME OF LISTING REALTOR® FIRM

\_\_\_\_\_
ADDRESS

2 APPOINTMENT OF REALTOR®: The undersigned seller ("Seller") hereby employs the undersigned REALTOR® firm ("REALTOR®"), as Seller's sole exclusive agent and grants REALTOR® the sole and exclusive right to sell or exchange the following described real estate ("Real Estate") together with all improvements and fixtures thereon, and with all appurtenant rights, privileges and easements located in \_\_\_\_\_ (City), \_\_\_\_\_ (County), \_\_\_\_\_ (State), known as: \_\_\_\_\_

\_\_\_\_\_
further described in Auditor's Plat Book Number \_\_\_\_\_, Page \_\_\_\_\_, as Parcel(s) \_\_\_\_\_.

3 REALTOR® ACCEPTANCE: REALTOR® accepts employment and agrees, in consideration of the agreements by the Seller, to use its best efforts to sell the Real Estate in accordance with the terms of this Exclusive Right to Sell Listing Contract ("Contract").

4 INCLUDED IN THE SALE: The Real Estate shall include, without limitation, the following: all electrical, plumbing, heating and air conditioning equipment, if any, except: \_\_\_\_\_.

5 PERSONAL PROPERTY: The following items of personal property shall be included: \_\_\_\_\_

6 SELLER'S CERTIFICATION: The Real Estate is zoned \_\_\_\_\_;
 is  is not located in a Historic District; and  is  is not located in a flood plain. Seller further certifies that there presently are no existing defects or conditions know to Seller which would adversely affect or materially impair the fitness of the Real Estate for the purpose of its intended use as presently zoned except \_\_\_\_\_. Seller agrees to disclose to REALTOR® and any potential buyer ("Buyer") of the Real Estate any and all information which Seller has regarding defects, adverse conditions, and the presence and location of asbestos, PCB transformers, and other toxic, hazardous, or contaminated substances and/or underground storage tanks on or about the Real Estate. A Phase I Environmental Audit  has  has not been obtained by the Seller.

7 PRICE: The listing price shall be \$ \_\_\_\_\_ payable as follows: \_\_\_\_\_

8 CONVEYANCE: At the time of closing ("Closing") on the sale of the Real Estate, the Real Estate shall be free from any and all City, County, State and Federal orders, unless otherwise agreed to by Buyer. Title to the Real Estate shall be conveyed, with release of dower, by  deed of general warranty in fee simple absolute or  \_\_\_\_\_ deed, on or before \_\_\_\_\_ days from the date of acceptance of an offer to purchase and, at Closing, title shall be marketable and free, clear and unencumbered excepting restrictions and easements of record and except: \_\_\_\_\_

9 POSSESSION: Possession shall be given, subject to tenants' rights, upon Closing. Tenants' rights in the real estate are: \_\_\_\_\_

**10 PRORATIONS:** Real estate taxes, installments of assessments, if any, rents and operating expenses shall be prorated as of the date of Closing. Prorations of the real estate taxes and installments of assessments, if any, will be based on the most recent official tax duplicate as of the date of Closing.

**11 REALTOR'S® FEE:** In consideration of REALTOR'S® efforts and services to procure a Buyer for the Real Estate, Seller agrees to pay REALTOR® at Closing a commission ("Commission") of \_\_\_\_\_ % of the gross selling price, regardless of agency relationships, for which the Real Estate may be sold or exchanged by REALTOR®. The Commission shall be deemed earned when a binding contract for sale has been executed and/or when REALTOR® has produced a Buyer, ready, willing and able to buy the Real Estate pursuant to the terms of this Contract, or, if the Seller contributes or conveys the Real Estate to a partnership, joint venture or other business entity. In the event the Seller enters into an agreement to lease the Real Estate during the terms of this Contract, Seller agrees to pay REALTOR® a Commission of \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the gross aggregate rent to be paid when a binding lease has been executed. If any renewal/extension/expansion occurs, directly or indirectly, the landlord shall pay REALTOR® a Commission of \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the gross aggregate rent under the renewal/extension/expansion, payable at the commencement of each new term. If lessee purchases the Real Estate directly or indirectly, the landlord shall pay REALTOR® at Closing a Commission of \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the price for which the Real Estate may be sold, less any unearned lease commission. Seller agrees to incorporate the REALTOR®'s entitlement to fees into the lease. Seller acknowledges that REALTOR® has the right to utilize the state Commercial Lien Law regarding earned commission.

**12 TERM OF AGENCY:** Seller agrees that REALTOR® shall have the exclusive right to sell or exchange the Real Estate until Midnight CINCINNATI TIME \_\_\_\_\_, \_\_\_\_\_, and REALTOR® shall be entitled to its Commission if the Real Estate is sold or exchanged by REALTOR® or by Seller or by any other person at a price acceptable to the Seller during the existence of this Contract.

**13 PROTECTION PERIOD:** The sale, lease or exchange of the Real Estate to any person(s) to whom REALTOR® offered the same during the term of this Contract, if such contract for the sale, lease or exchange is executed within \_\_\_\_\_ days from the termination of this Contract, shall be considered a sale/lease effected by REALTOR® and shall entitle REALTOR® to the Commission herein agreed to be paid by Seller provided: (a) REALTOR® has furnished Seller a written list of such persons; (b) REALTOR® submits said list of such persons to Seller no later than \_\_\_\_\_ days after expiration of the term; and, (c) REALTOR® continues reasonable written or verbal contact with such person(s) during the Protection Period. Seller agrees that this list shall be provided by the Seller to any other agent or broker with whom Seller may enter into another Exclusive Right to Sell or Lease subsequent to the expiration of the term of this Contract, and that such other Exclusive Right to Sell or Lease shall be subject to REALTOR®'s rights under this Contract.

**14 SIGNS:** REALTOR® is authorized to place its sign(s) on the Real Estate and to promote its sale.

**15 LISTING SERVICE AUTHORITY:** REALTOR® is authorized to place information about the Real Estate in informational or listing service(s) at REALTOR®'s discretion. The REALTOR® and the designated service(s) may disclose information pertaining to the Real Estate, including sale/lease price and terms, to other participants authorized to receive such information.

**16 COOPERATION WITH OTHER BROKERS:** The REALTOR® may cooperate with other brokers and their agents to procure a Buyer and, accordingly, the REALTOR® is authorized to offer compensation to cooperating brokers. Seller further authorizes REALTOR® to compensate  Subagency  Buyer Agency or  Both Subagency and Buyer Agency.

**17 KEY AUTHORIZATION:** Seller authorizes REALTOR® to conduct or allow cooperating REALTORS® to conduct key-entry showings of the Real Estate during the term of this Contract. Seller represents that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or claims arising from entry to the Real Estate by persons through the above use of the key and hereby holds harmless the REALTOR®, its agents and employees, from any loss, claim or damage resulting therefrom.

**18 AGENCY:** Seller acknowledges receipt of the *Consumer Guide to Agency Relationships*.

**19 DUAL AGENCY:** REALTOR® may act as a dual agent by representing both the Seller and the Buyer in this transaction only if both parties consent after having been informed of the dual agency relationship. REALTOR® shall not permit another agent affiliated with REALTOR® to represent another party in a transaction involving the Real Estate (whether as the exclusive agent for that party, a subagent, or dual agent) without obtaining the written consent of both parties to the transaction. In the event a dual agency relationship arises, Buyer and Seller will be provided with a dual agency disclosure form setting forth the agent's duties and the Buyer's and Seller's options if they choose not to consent to the dual agency relationship.

**20 EARNEST MONEY DEPOSIT:** REALTOR® is authorized to act as a trust agent to accept and deposit in a trust account upon acceptance of said offers, earnest money deposits from prospective Buyers/Tenants making written offers to purchase/lease the Real Estate. At Closing, REALTOR® may apply as much of the earnest money deposit as may be necessary to pay the Commission specified. In the event that any Contract to Purchase or lease does not close for any reason other than as agreed, the deposit shall be held by REALTOR® until Seller, Buyer/Tenant and REALTOR® mutually agree in writing to its disposition or until such disposition is directed by a court of competent jurisdiction.

**21 ADDENDUM:** Additional terms and conditions  are  are not set forth as an Addendum attached hereto and made an integral part of this Contract.

**22 APPLICABLE STATE AND FEDERAL LAWS:** The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Contract, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Americans with Disabilities Act.

**23 REPRESENTATIONS OF AUTHORITY:** Seller represents that Seller has the legal right to sell or exchange the Real Estate, and that the individual signing below on behalf of Seller has the authority and capacity to enter into this Contract on behalf of Seller. REALTOR® represents that it is a licensed real estate broker in the State(s) of  Ohio  Kentucky, that its real estate broker's license is currently in good standing, and that said license will be in good standing on the date(s) payments become due from Seller to REALTOR® under this Contract. The person signing below on behalf of REALTOR® represents that the signer has the authority to enter into this Contract on behalf of REALTOR®.

**24 INDEMNITY:** Seller recognizes that the REALTORS® involved in the sale are relying on all information provided herein or supplied by Seller or Seller's sources and/or Buyer or Buyer's sources in connection with the Real Estate, and agrees to indemnify and hold harmless the REALTORS®, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any misrepresentation or concealment of facts by Seller or Seller's sources and/or Buyer or Buyer's sources.

**25 SOLE CONTRACT:** This Contract constitutes the entire agreement between the parties hereto, and no oral or implied agreement, representation, or understanding shall cancel or vary the terms of this Contract. Seller acknowledges that Seller has read and received a completed copy of this Contract and the information contained herein is true and accurate to the best of Seller's knowledge.

**26 SIGNATURES:**

Accepted

For: \_\_\_\_\_  
Listing REALTOR® Firm \_\_\_\_\_  
Print Seller's Name and Title

By: \_\_\_\_\_  
Listing Agent Signature / Date / Time \_\_\_\_\_  
Seller's Signature / Date / Time

\_\_\_\_\_ \_\_\_\_\_  
Listing Agent's Phone Seller's Signature / Date / Time