



**EXCLUSIVE AGENCY CONTRACT**  
**ADOPTED BY THE MULTIPLE LISTING SERVICE**  
**OF THE DAYTON AREA BOARD OF REALTORS®**



Date: \_\_\_\_\_

This Exclusive Agency Contract ("Contract") is made between \_\_\_\_\_ ("Owner," whether one or more), whose address is \_\_\_\_\_ and \_\_\_\_\_ ("Broker"), whose address is \_\_\_\_\_

1. **Exclusive Agency.** In consideration for Broker's efforts to procure a purchaser, and for Broker's acceptance of the duties as Owner's exclusive agent, Owner grants to Broker the right, as Owner's exclusive agent, to sell the real property (the "Property") located at and commonly known as (use street location and lot number or size):

\_\_\_\_\_ The Property includes the features shown on the Profile Sheet attached to this Contract.

2. **Listing Period.** This Contract shall begin on the date first written above and shall expire at 12:00 Midnight on \_\_\_\_\_, \_\_\_\_\_ (the "Listing Period").

3. **Terms of Sale.** The Property will be offered for sale at a price of \$ \_\_\_\_\_. Owner agrees to convey marketable title to the Property by general warranty deed with release of dower.

4. **Brokerage Fee.** If the Property is sold during the Listing Period by Broker or any other person, Owner shall pay Broker a brokerage fee of (insert dollar amount or percentage of total sales price) \_\_\_\_\_, except that this right to a brokerage fee shall not apply if the Property is sold by Owner to any person who has not been introduced to the Property by Broker or by any other real estate broker. This right to a brokerage fee applies regardless of the amount of the sales price accepted by Owner. For purposes of this Contract, the Property is deemed "sold" when (a) Owner receives a written offer to purchase the Property for not less than the price stated in Paragraph 3, and otherwise upon the terms and conditions set forth in this Contract, from a ready, willing and able purchaser; or (b) Owner conveys or enters into a contract to convey the Property on any other terms and conditions acceptable to Owner. In addition, Broker shall be entitled to the same brokerage fee if the Property is sold within the \_\_\_\_\_ day period following the expiration of the Listing Period (the "Terminal Period"), to any person (or anyone acting on that person's behalf) with whom Broker had made contact relative to the sale of the Property before the expiration of the Listing Period. However, this right to a brokerage fee with respect to a sale during the Terminal Period shall not be operative if the Property is then listed with another real estate broker who will receive the brokerage fee.

5. **Other Brokers.** Owner authorizes Broker to list the Property in any Multiple Listing Service. Owner authorizes Broker to offer compensation in accordance with Broker's company policy, which is to offer compensation to (check if applicable):

\_\_\_\_\_ Subagents      Compensation amount \_\_\_\_\_  
 \_\_\_\_\_ Buyer Brokers      Compensation amount \_\_\_\_\_

(State compensation as dollar amount or percentage of sales price)

Owner (check one) \_\_\_\_\_ has \_\_\_\_\_ has not received the Consumer Guide to Agency Relationships provided by Broker. If the Consumer's Guide to Agency Relationships provided by Broker so states, all licensees in the brokerage are hereby appointed to represent Owner.

6. **Dual Agency.** If a prospective buyer of the Property is represented by Broker, or any agent of Broker, or if the prospective buyer is an employee or agent of Broker, Broker will be considered a "dual agent" (that is, agent of both Owner and the buyer) in the transaction. If this situation arises, Owner is willing to permit Broker's dual agency role, subject to Owner's consent as outlined in the Agency Disclosure Statement.

7. **Owner's Representations.** Owner represents to Broker that (a) Owner is the sole owner of and has exclusive control of the Property; (b) Owner is fully authorized and able to enter into and perform this Contract; (c) to the best of Owner's knowledge, no latent defects are present in the Property, no toxic, explosive or otherwise hazardous substances have been stored, disposed of, concealed within or released on or from the Property, and no other adverse environmental conditions affect the Property, except as set forth in the Residential Property Disclosure Form and (d) Owner has been advised of the requirement to provide to prospective purchasers a Residential Property Disclosure Form in accordance with Ohio law.

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

8. **Fair Housing Statement.** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A.3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or respective entry into the neighborhood of a person or persons belonging to one of the protected classes.

9. **Lead-Based Paint Disclosure.** Owner has been advised that if the Property contains housing constructed before 1978, Owner is required (a) to provide to the purchaser a federally approved lead hazard information pamphlet; (b) to disclose to Broker and the purchaser the presence of any known lead-based paint and/or lead-based paint hazards on the Property; and (c) to provide to Broker and the purchaser any additional information, records or reports in Owner's possession or available to Owner pertaining to lead-based paint and/or lead-based paint hazards in the Property. In addition, Owner must provide to the purchaser a 10-day opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, unless waived by the purchaser in writing. Finally, any contract for the sale of the Property shall include an attachment containing a Lead Warning Statement as well as the information and disclosures described above. Owner agrees to comply with these requirements and to indemnify, defend, and hold Broker harmless against any claims, damages, losses or expenses, including attorney's fees, arising from Owner's violation of these requirements.

10. **Use of Personal Information.** In performing services under this Agreement, Broker may collect from Owner non-public personal information which may include, but is not limited to, financial information, social security numbers and account numbers ("Personal Information"). Owner authorizes Broker to disclose this Personal Information to third parties including (i) mortgage companies and banks, (ii) insurance companies (including title insurance companies), and (iii) real estate service providers, to the extent necessary to facilitate and effect the transaction(s) contemplated by this Agreement. Broker will not otherwise disclose Personal Information to third parties except as authorized by Owner or as required by law.

11. **Miscellaneous.** (a) If the Property is located in a jurisdiction requiring a housing inspection before transfer, Owner shall immediately make application for any required housing inspection and furnish Broker with a copy of the resulting certificate. (b) Owner agrees to make the Property available for showing at all reasonable times by Broker, its associates and other brokers designated by Broker. (c) During the Listing Period, Broker may place "For Sale" signs on the Property. (e) Broker is authorized to disclose all information pertaining to the Property to all parties involved with its marketing and/or sale, including all M.L.S. participants. Broker is further authorized to place information about the Property in any other informational service medium to advertise and promote the sale of the Property.

\_\_\_\_\_  
\_\_\_\_\_

Owner \_\_\_\_\_ Phone \_\_\_\_\_

Owner \_\_\_\_\_ Phone \_\_\_\_\_

The undersigned Broker accepts the exclusive agency for the Property on the terms stated above.

Broker \_\_\_\_\_ Phone \_\_\_\_\_

By \_\_\_\_\_ Phone \_\_\_\_\_