



# Exclusive Right To Sell or Lease Listing Contract Commercial-Industrial-Investment

A product of the

CINCINNATI AREA BOARD OF REALTORS®

Approved by Board Legal Counsel for exclusive use by REALTORS®

**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 OF LISTING REALTOR® FIRM

**2. APPOINTMENT OF REALTOR®:** The undersigned owner ("Owner") hereby employs the undersigned REALTOR® firm ("REALTOR®") as Owner's sole and exclusive agent and grants REALTOR® the sole and exclusive right to ☐ sell ☐ exchange ☐ lease the following described real estate ("Real Estate"), together with all improvements, electrical, plumbing, heating and air conditioning equipment and fixtures, and with all appurtenant rights, privileges and easements, located in \_\_\_\_\_ [City], \_\_\_\_\_ [County], \_\_\_\_\_ [State], known as \_\_\_\_\_, and further described in Auditor's Plat Book Number \_\_\_\_\_, Page \_\_\_\_\_, as Parcel(s) \_\_\_\_\_.

**3. REALTOR® ACCEPTANCE:** REALTOR® accepts employment and agrees, in consideration of this agreement and the representations, warranties and covenants made by Owner herein, to use its best efforts to sell, lease and/or exchange the Real Estate to a Buyer ("Buyer") or Tenant ("Tenant"), in accordance with the terms of this Exclusive Right To Sell or Lease Listing Contract ("Listing Contract").

**4. TERM OF AGENCY:** Owner agrees that REALTOR® shall have the exclusive right to sell, exchange or lease the Real Estate as provided in this Listing Contract commencing \_\_\_\_\_, \_\_\_\_\_ and expiring at 12:00 Midnight Eastern Standard Time on \_\_\_\_\_, \_\_\_\_\_ ("Term"), subject to Section 8 and Section 9 of this Listing Contract.

## 5. IN THE EVENT OF SALE OR EXCHANGE:

**A. PRICE:** The listing sale or exchange price shall be \$ \_\_\_\_\_ payable as follows: \_\_\_\_\_

**B. CLOSING:** At the time of closing on the sale of the Real Estate ("Closing"), closing deliveries, possession of the Real Estate, tenants' rights, prorations of taxes and costs and other Closing conditions shall be agreed to between Owner and Buyer.

## 6. IN THE EVENT OF LEASE:

**A. TERM:** The term of lease shall be for \_\_\_\_\_ years and \_\_\_\_\_ months.

**B. RENT:** The rent shall be ☐ \$ \_\_\_\_\_ annually or ☐ \$ \_\_\_\_\_ per square foot annually, payable in monthly installments in advance and shall ☐ include ☐ exclude operating expenses of \$ \_\_\_\_\_ per square foot monthly. See Schedule I attached hereto.

## 7. REALTOR® FEE: In consideration of REALTOR®'s efforts and services to procure a Buyer or Tenant for the Real Estate:

**A.** In the event Owner sells or exchanges the Real Estate during the Term, Owner agrees to pay REALTOR® at Closing a commission ("Commission") of \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the gross selling price, regardless of agency relationships, for which the Real Estate may be sold or exchanged. The Commission shall be deemed earned when a binding contract for sale or exchange has been executed or when REALTOR® has produced a Buyer ready, willing and able to purchase the Real Estate on terms satisfactory to Owner, or if Owner contributes or conveys or otherwise transfers (all a "transfer") the Real Estate or ownership interests in the Real Estate to an individual, or a partnership, joint venture, corporation, trust, limited liability company or other entity (all an "entity"). Owner shall pay an additional \$225 for broker's admin fee.

**B.** In the event Owner enters into any agreement to lease the Real Estate or a portion thereof (referred to in this paragraph as the "Leased Premises", whether the entire Real Estate or a portion thereof) during the Term, Owner agrees to pay REALTOR® a Commission of \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the aggregate rent, to be paid by Tenant to Owner, regardless of agency relationships which Commission shall be due and payable upon execution of a binding lease. Upon any renewal, extension or holdover of the lease, or expansion of the Leased Premises, including, without limitation, any amendment to the lease or execution of a new lease with the Tenant or an affiliated individual or entity, Owner shall pay REALTOR® a Commission of \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the aggregate rent, regardless of agency relationships, under such renewal, extension, holdover, amendment, new lease or expansion, which Commission shall be due and payable at the commencement of each new term. If the Tenant, or an affiliated individual or entity, subsequently purchases the Real Estate or the Leased Premises during the term of the lease, any renewal, extension, holdover or expansion thereof, or within ninety (90) days after the last day of the term of the lease or any renewal, extension, new term, holdover or expansion thereof, Owner shall pay REALTOR® at Closing a Commission of \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the gross selling price for which the Real Estate or the Leased Premises may be sold, less any unearned lease commission already paid REALTOR® for the remaining portion of the lease term that is canceled by reason of such sale, if any. Owner agrees to incorporate REALTOR®'s entitlement to Commissions into each lease and to specifically name REALTOR® in such provision.

**C.** If Owner and Buyer or Tenant enter into a binding agreement to sell or exchange the Real Estate, an option agreement to purchase the Real Estate, or a proposal, letter-of-intent or agreement to lease the Real Estate or a portion thereof (with or without an option to purchase) during the Term of a lease, but the Closing of the sale or the full execution of a binding agreement will not occur until after the Term, then Owner's obligation to pay a Commission as provided in this Listing Contract shall be extended to coincide with the Closing date or the date of full execution of a binding agreement.

**D.** Notwithstanding the terms of this Listing Contract with regard to sale, exchange or lease, REALTOR® shall be entitled to its Commissions in the event that Owner enters into an agreement to sell, exchange or lease the Real Estate pursuant to terms other than those stated in this Listing Contract.

**8. PROTECTION PERIOD:** In addition to and including the provisions of Paragraph 7 of this Listing Contract, and in no way limiting any of REALTOR®'s rights to a Commission provided in other provisions of this Listing Contract, Owner shall pay REALTOR® a Commission if the Real Estate is sold, exchanged, transferred or leased, or a contract is entered into for the sale, exchange, transfer or lease within ninety (90) days ("Protection Period") after the expiration of this Listing Contract (or any extension thereof) to any person(s) or entity with whom the REALTOR® has had negotiations or to whom the REALTOR® has submitted the Real Estate prior to expiration, provided the REALTOR® notifies the Owner of the name of such person(s) or entity in writing within \_\_\_\_\_ ( \_\_\_\_\_ ) days after Listing Contract (or any extension thereof) expiration.

**9. REALTOR® LIEN RIGHTS:** Owner acknowledges that REALTOR® has the right to utilize state commercial lien law regarding any Commission. Additionally, if and when REALTOR® earns or is otherwise due a Commission hereunder, Owner consents to REALTOR® filing an affidavit in a filing office of the state in which the Real Estate is located in order to secure REALTOR®'s Commission claim.

**10. MARKETING AUTHORITY:** Owner authorizes REALTOR® to place its sign(s) on the Real Estate and to promote the Real Estate's sale, exchange or lease. Owner further authorizes REALTOR® to remove from the Real Estate all "For Sale", "For Exchange" or "For Lease" signs not authorized by REALTOR®. REALTOR® is authorized to place information about the Real Estate in any listing service of REALTOR®'s choosing, in accordance with that service's rules. REALTOR® is authorized to disclose in any such listing service said information with the following provisions: 1) Publish Listings to the Internet ( ☐ yes ☐ no); 2) Show Address on Internet ( ☐ yes ☐ no); 3) Allow Internet Blogging ( ☐ yes ☐ no). REALTOR® may disclose information pertaining to the Real Estate to those authorized to receive such information. REALTOR® is further authorized to place information about the Real Estate in informational services and other media to advertise and promote the sale of the Real Estate at REALTOR®'s discretion. Owner represents, to the best of Owner's knowledge, that the information regarding the Real Estate set forth in this Listing Contract is true and accurate.

**11. COPYRIGHT:** In the event Owner provides REALTOR® any photos, floor plans or other copyrightable material related to the Real Estate (collectively, "Content"), Owner hereby grants to REALTOR® an irrevocable, non-exclusive and fully sub-licensable right (through multiple tiers) to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform and display any such Content (in whole or in part) worldwide and/or to incorporate any such Content (in whole or in part) in other works in any form, media or technology now known or later developed.

**12. COOPERATION WITH OTHER BROKERS:** REALTOR®, at its discretion, may cooperate with other brokers and their agents to procure a Buyer or Tenant, and, accordingly, Owner authorizes REALTOR® at its discretion to offer compensation to cooperating brokers, agents and subagents, if permissible under applicable state law.

**13. OWNER'S COOPERATION:** Owner authorizes REALTOR® and all salespersons and agents affiliated with REALTOR® to have access to the Real Estate at all reasonable times for the purpose of showing it.

**14. KEY AUTHORIZATION:** Owner authorizes REALTOR® to conduct or allow cooperating brokers and their agents to conduct key-entry showings of the Real Estate during the Term. Owner represents and warrants that adequate insurance will be kept in force to protect Owner in the event of any damage, loss or claim arising from any entry to the Real Estate by persons through the above use of the key and hereby agrees to indemnify, defend and hold harmless REALTOR®, its agents and employees from and against any damage, expense, loss or claim, including attorneys' fees, resulting therefrom, and Owner waives any rights of subrogation against REALTOR®, its agents and employees for the same. Further, REALTOR® shall have no liability for, and Owner expressly assumes the risk of, Owner having a key box located at the Real Estate that someone other than REALTOR® or a cooperating broker could potentially access.

**15. AGENCY:** Owner acknowledges receipt of any forms, disclosures, "consumer guide to agency relationships", and REALTOR®'s written "Policy on Agency", if any and if applicable as mandated by state law.

**16. DUAL AGENCY:** REALTOR® may act as a dual agent by representing both Owner and Buyer/Tenant in a transaction contemplated by this Listing Contract only if both of the parties to the transaction consent after having been informed of the dual agency relationship. REALTOR® shall not permit another salesperson or 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, Owner and Buyer/Tenant will be provided with a dual agency disclosure form setting forth the agent's duties and Owner's and Buyer's/Tenant's options if they choose not to consent to the dual agency relationship.

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

**18. ADDENDUM:** Any additional terms and conditions are set forth as an Addendum attached hereto and are made an integral part of this Listing Contract.

**19. DISCLOSURE AND OWNER'S COVENANTS:** Owner specifically acknowledges and understands that if Owner knows, or acquires knowledge after the execution of this Listing Contract, of facts, environmental or otherwise, adversely affecting or materially impairing the title, condition, compliance with applicable laws, value or desirability of the Real Estate, whether such facts are readily observable or not, then Owner shall disclose such facts to REALTOR® and Buyer/Tenant. If Owner knows of such facts, Owner shall set them forth by written document attached to this Listing Contract. Owner has fully reviewed this Listing Contract and the document(s) attached, if any, relating to the Real Estate, and Owner represents, to the best of its knowledge, that such information is true and accurate. Owner agrees to indemnify, defend and hold harmless REALTOR®, its agents and employees, and those relying thereon, from any damage, expense, loss or claim, including attorneys' fees, arising out of or resulting from the inaccuracy of such information and from Owner's failure to disclose any facts, environmental or otherwise, adversely affecting or materially impairing the value or desirability of the Real Estate.

**20. OWNER'S ACKNOWLEDGMENTS:**

**A.** Owner acknowledges that 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, 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. 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.

**B.** Owner acknowledges that there are currently no other listing contracts to sell, exchange or lease the Real Estate.

**C.** Owner acknowledges and agrees to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, the Real Estate or the subject matter of this Listing 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.

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

**22. INDEMNITY:** Owner recognizes that the REALTORS® involved in the sale and/or lease are relying on all information provided herein or supplied by Owner or Owner's sources and/or Buyer or Buyer's sources and/or Tenant or Tenant's sources in connection with the Real Estate. Owner 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 Owner or Owner's sources and/or Buyer or Buyer's sources and/or Tenant or Tenant's sources.

**23. FURTHER TERMS AND CONDITIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**24. BINDING AND SOLE CONTRACT:** This Listing Contract is a legal and binding contract on all parties hereto including their heirs, representatives, successors and assigns. This Listing 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 Listing Contract. Owner acknowledges that Owner has read and received a completed copy of this Listing Contract and the information contained herein is true and accurate to the best of Owner's knowledge.

**25. SIGNATURES:**

ACCEPTED

LISTING REALTOR® FIRM:

OWNER:

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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