



Exclusive Right to Sell Listing Agreement



1.) PROPERTY: The properties street address: _____
Legal Description: _____ (known as the "Property").

2.) AGREEMENT: In consideration of the agreement for Key Realty to market Seller(s) property and to use its best efforts to find a Buyer(s), Seller(s) grant Key Realty the exclusive right to offer for sale and to sell the property for the listing period starting date of _____ through expiration on _____ at 11:59 PM. In consideration for exclusive sale rights, Key Realty agrees to use reasonable efforts to sell the property, to present the property to other REALTOR® companies through a multiple listing service, and to engage in marketing efforts to expose the property. The effective date of this agreement is either the indicated date of the agreement or the date of client signature whichever is later.

3.) PRICE/TERMS: Key Realty is authorized to list the Property for the sum not less than \$ _____ OR at such other price and on such other terms and conditions as Seller(s) may agree to in writing.

4.) COMPENSATION: If during the term of this listing anyone produces a Buyer(s) ready, willing, and able to purchase the property at the listed price and terms or for any other price, terms, or exchange to which Seller(s) consents in writing, Seller(s) agrees to pay Key Realty a commission equal to _____ % of the sale price of the property plus \$ _____, however, under no circumstances shall the above agreed to commissions be less than \$3,500.00 FURTHER, if, within 12 months after the expiration of this agreement, Seller(s) sells, trades or exchanges the Property to anyone introduced to the Property during the listing term, the stated compensation will be paid by Seller(s) to Key Realty, unless at the time of the sale, the Property is listed with another REALTOR®. It is also agreed that in the event of a trade or exchange, Key Realty is authorized to represent and receive compensation from both parties to the transaction.

5.) ADDITIONAL OFFERS: Once Seller(s) and a Buyer(s) enter into a binding sales contract, Key Realty shall not present to Seller(s) any other offers unless Seller(s) and Key Realty otherwise agree in writing. Agree Disagree

6.) COOPERATION: Key Realty is authorized to offer a portion of the total commission due as compensation for producing the Buyer(s) to any cooperating broker who participates in the sale while acting as a Buyer(s)'s agent. Said offer of compensation shall be _____ % of the sale price or \$ _____. Exceptions/Modifications: _____

7.) YEAR BUILT & LEAD BASED PAINT DISCLOSURE: (check one):
() Seller(s) represents and warrants that the Property was **built in 1978 or later**
() Seller(s) represents and warrants that the Property was **built before 1978**

8.) LEAD BASED PAINT DISCLOSURE: Seller(s) have been advised that if the Property contains housing constructed before 1978, Seller(s) are required:
a. To provide to the Buyer(s) a federally-approved lead hazard information pamphlet;
b. To disclose to Key Realty and the Buyer(s) the presence of any known lead-based paint and/or any lead-based paint hazards on the Property; and
c. Provide to Key Realty and the Buyer(s) any additional information, records, reports in Seller(s) possession or available to Seller(s) pertaining to lead-based paint and/or lead-based paint hazards in the Property.
d. Provide the Buyer(s) 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 Buyer(s) in writing.
e. 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

9.) LOCKBOX ACCESS: Seller(s) authorizes a lockbox to be placed on the Property in order to permit showings of the Property by other real estate licensees and to enable service providers to perform services in conjunction with a proposed sale of the property. Seller(s) shall not disclose confidences to any other real estate licensee that Seller(s) would not disclose to a potential Buyer(s).
Lockbox: _____ Code _____ Electronic Lockbox Used

10.) BUYER LETTERS: Seller(s) is advised that the receipt and consideration of the information contained in a letter from the Buyer(s) accompanying an offer to purchase may result in a violation of Federal or State Fair Housing Laws. Seller(s) directs the Broker that a letter from the Buyer(s): WILL or WILL NOT be presented with any offer to purchase.

11.) FIXTURES AND EQUIPMENT: The following is not intended to be an all-inclusive list of items included with the Property. Except as specifically excluded below, all improvements and appurtenances are included in the purchase price, if now in or on the Property, unless rented, including the following: all buildings; landscaping, attached smart home devices and attached security systems (**owned; rented; N/A**) lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached workbenches; stationary laundry tubs; water softener (**owned; rented; N/A**); water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks (**owned; rented; N/A**); TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment (**owned; rented; N/A**); all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible in-ground fencing, and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; and Seller(s) also includes: _____

Seller(s) does not include: _____

12.) HOME WARRANTY: Seller(s) acknowledge the availability and benefits of a home warranty plan. The agent may be compensated by a Home Warranty Company for performing tasks unrelated to the procurement of the home warranty itself. Reference **ATTACHED SIGNED APHW HOME WARRANTY AGREEMENT** for acceptance or waiver.
____ YES, Seller(s) would like a home protection plan through America's Preferred Home Warranty Company with coverage beginning on the listing start date per section 1.
____ NO, Seller(s) are waiving a Home Warranty Plan from America's Preferred Home Warranty.

13.) SHOWING/SIGNS: Key Realty may photograph the Property and publish pictures, advertise the availability of the Property through any medium, place a "for sale" sign on the Property and remove other "for sale" signs and show the Property at reasonable hours. Seller(s) acknowledges that the use of certain advertising will result in the contents of the Property being made known to third parties and consents to such advertising.

14.) FAIR HOUSING: The Seller(s) and the Brokerage shall comply with Federal, State and Local fair housing laws. 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. 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 belonging to one of the protected classes.

15.) TITLE & TAXES: Seller(s) represents the title to the Property to be a good and marketable title. Seller(s) will execute and deliver a Warranty Deed, Land Contract, or other instruments of assignment or conveyance as shall be required with the release of dower and with all delinquent taxes and assessments paid. By agreement on a subsequent purchase agreement, Seller(s) will furnish proper evidence thereof to said Buyer(s). Seller(s) will inform Key Realty of Seller(s) intentions relating to tax proration for purposes of any agreement to sell the Property. Seller(s) understand and acknowledge the right to be represented by counsel of Seller(s) choosing in connection with the execution of any agreement to sell, condition of title, and proration of taxes together with any other aspect of this agreement or the sale of the property.

16.) REFERRAL: Seller(s) agrees to refer to Key Realty all inquiries received concerning the Property during the period of this agreement.



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17.) PARTICIPATION IN MULTIPLE LISTING SERVICE: Seller(s) authorizes Key Realty to file this listing with any multiple listing service or any other medium selected by Key Realty and provide any such multiple listing service with a copy of this agreement, any changes to this agreement and any post-closing information, including the sales price. Photos of the property will be syndicated on external websites, including but not limited to Zillow.com, Realtor.com, and Lithub.

18.) FOREIGN SELLER(S): Federal Regulations require that foreign Seller(s) must provide a U.S. taxpayer identification number prior to closing. The application may take 4 to 6 weeks to process. Failure to have the I.D. number may delay your closing. In addition, Seller(s) who are not U.S. citizens or permanent residents in possession of a valid "Green Card" may be subject to withholding of proceeds pursuant to the Foreign Investment in Real Estate Property Tax Act ("FIRPTA"). If you are not a U.S. citizen or permanent resident of the United States, contact the IRS, a tax specialist, or your real estate attorney as soon as possible.

19.) HEIRS: This agreement shall be binding on the heirs, personal representatives, administrators, executors, assigns, and successors of Seller(s).

20.) INDEMNIFICATION: Seller(s) shall indemnify, hold harmless and release Key Realty and Key Realty's agents and cooperating brokers and agents from any and all liability, reasonable attorneys' fees, and costs, for any reason including but not limited to, real or personal property damages, Seller(s) use of video surveillance, granting access to the property via lockbox, failure to comply with disclosure obligations, loss, theft, or injury to others that may occur while such individuals are at their property, liability associated in any way with the information, statements, and/or representations provided by Seller(s) regarding the Property, including, but not limited to ownership status, dimensions, measurements, statements of age, time, or condition, or any other information provided by Buyer(s) to Key Realty for purposes of listing the property for sale.

21.) REPRESENTATIONS: Seller(s) hereby acknowledges that Key Realty is relying upon the representations, whether oral or written, made by Seller(s) with respect to the Property. Seller(s) warrants to Key Realty that any representations Seller(s) has made or shall hereafter make are true and Listing Agent is authorized to make such representations to prospective buyer(s)

22.) UNSUPERVISED ACCESS: Seller(s) understands that in addition to real estate agents and brokers, licensed/certified appraisers, home inspectors, contractors, and other professionals may have lockbox privileges via the MLS or real estate agent(s). Seller(s) agrees that such authorized individuals may independently access their property via the lockbox without a real estate licensee present for purposes related to the marketing or sale of their property and/or a contract to purchase. **Seller(s) will be notified** in advance when such authorized individuals will be entering their property. Seller(s) also understands and agrees that the Buyer(s) may attend the appointment with the authorized individuals.

23.) VIDEO/SURVEILLANCE: Seller(s) understands that under certain state law the Seller(s) may use electronic, mechanical, or any other device to listen, record or otherwise acquire the content of the oral communications of other persons without the consent of at least one party to the communication. Seller(s) agrees that if such surveillance devices are present on the property that the Seller(s) will turn off any audio feature of the equipment when other persons are present on the property. This applies to all showings, open houses, and any other appointments at which prospective Buyer(s), real estate licensees, inspectors, appraisers, contractors, or others who are on the property. Seller(s) is advised to consult with an attorney regarding the use of such surveillance devices under state law.

24.) RESIDENTIAL PROPERTY DISCLOSURE: Seller(s) agrees to provide the Buyer(s) a completed "Residential Property Disclosure" unless the transaction is exempt according to governing state law. Seller(s) acknowledges and agrees that Key Realty and its agents and sub-agents will not provide any information or advice regarding the completion of the Residential Property Disclosure.

25.) LIMITATION: Seller(s) and Key Realty agree that any and all claims or lawsuits between the parties relating to this agreement must be filed no more than six (6) months after the date of termination of this agreement. The parties waive any statute of limitations to the contrary.

26.) CLEAR COOPERATION: Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Seller(s) agree to adhere to Clear Cooperation Rules in conjunction with the listing broker. Public marketing 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.

27.) ELECTRONIC COMMUNICATIONS: The parties agree that this agreement, any amendment or modification of this agreement, and/or any written notice or communication in connection with this agreement may be delivered by electronic mail or by fax via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

28.) BROKER'S REMEDIES: In the event Seller(s) terminates this Agreement before the Expiration Date, Seller(s) agrees to reimburse Broker for any expenses incurred in connection with Property, including, but not limited to, advertising costs, title commitment fees, attorney fees, surveys authorized by Seller(s), or any other expenses incurred by Broker regarding Property. The broker will provide a list of all such expenses to Seller(s) within five (5) days after Seller(s) provides written notification of termination. Seller(s) shall pay Broker's expenses within ten (10) days after Seller(s)'s receipt of Broker's itemized list of expenses. The foregoing shall neither limit, nor constitute a waiver, of any right or remedy of Broker under this Agreement or applicable law and shall be in addition to any claims or damages to which Broker may be entitled, including, but not limited to, a claim for a brokerage fee under this Agreement.

29.) DISCLOSURE OF INFORMATION: Seller(s) acknowledge and agree that the price, terms, and other details with respect to the (closed) sale of this Property are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service(s) and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

30.) VACANT HOME DISCLOSURE: Should this property be vacant or become vacant during the marketing period, Seller(s) agree to carry sufficient insurance to cover losses of any kind of damage that may occur to vacant properties. In addition to carrying proper insurance, Seller(s) acknowledge that Key Realty and its agents and subagents are not to be presumed responsible for "checking in" or performing inspections of any kind to verify the home is secure or free of damage. It is strongly recommended that should the property be vacant or become vacant during the winter months, typically November through March, the Seller(s) should have the home winterized by a licensed plumber. Should the vacant property lose its heat Source when the outdoor temperatures are at or below freezing, this process of draining and blowing out the water lines and putting antifreeze in the sink traps and toilets well help prevent frozen/broken water lines and pipes that, when thawing occurs, could result in serious water damage to the home.

31.) WIRE FRAUD: ALWAYS CONFIRM WIRE INSTRUCTIONS WITH THE TITLE COMPANY DIRECTLY BY PHONE

1. Verify the phone number of the title company or visit the title company in person
2. DO NOT WIRE funds without verifying the wire instructions with the title company

Electronic Communication such as email, text messages, and social media messaging, are neither secure nor confidential. While Key Realty has adopted policies and procedures to aid in avoiding fraud, even the best security procedures can still be bypassed by unauthorized parties. Key Realty will never send you any electronic communication with instructions to transfer funds or to provide nonpublic personal information, such as credit card and debit numbers or bank account and/or routing numbers.

YOU SHOULD NEVER TRANSMIT NONPUBLIC PERSONAL INFORMATION, SUCH AS CREDIT OR DEBIT CARD NUMBERS OR BANK ACCOUNT OR ROUTING NUMBERS, BY EMAIL OR OTHER UNSECURED ELECTRONIC COMMUNICATION. EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS ARE COMMON AND MAY APPEAR TO COME FROM A TRUSTED SOURCE SUCH AS A TITLE COMPANY, BANK, OR REAL ESTATE PROFESSIONAL.

If you receive any electronic communication directing you to transfer funds to provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM KEY REALTY, do not respond to it and immediately contact Key Realty. Such requests, even if they may otherwise appear to be from Key Realty, are likely part of a scheme to defraud you by stealing funds from you or using your identity to commit a crime.

ACKNOWLEDGEMENT: I/we have read this Anti-Fraud Advisory and understand that Key Realty will never send me/us any electronic communication with instructions to transfer funds or provide financial account numbers or other nonpublic personal information.

To Notify Key Realty of suspected fraud related to your real estate transaction, contact:

corporate@keyrealtyagent.com or 419-777-5391.

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32.) **CANCELLATION:** This agreement may be CANCELLED or REVOKED only by the mutual consent of the parties in writing.

33.) **ACKNOWLEDGMENT:** This contract contains all of the terms and conditions of the agreement between the parties with respect to its subject matter, and there are no representations, warranties, conditions, or promises except those expressly set forth in this contract. The undersigned Seller(s) represents and warrants that Seller(s) has full power and authority to enter into and perform this contract including the conveyance of title as specified above. Seller(s) hereby acknowledges receipt of a copy of this contract.

34.) **SIGNATORIES/COUNTERPARTS:** This agreement constitutes the entire agreement between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this agreement. The undersigned Seller(s) represents that all parties in the title are signatories to this agreement. This agreement may be signed by any number of counterparts.

35.) **OTHER:** _____

1. SELLER SIGNATURE DATE

SELLER NAME (PRINT)

E-MAIL

PHONE

2. SELLER SIGNATURE DATE

SELLER NAME (PRINT)

E-MAIL

PHONE

LISTING AGENT SIGNATURE DATE

LISTING AGENT NAME (PRINT)