

EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

RESIDENTIAL

1. APPOINTMENT OR REALTOR: In consideration of Real Living HER ("Broker") efforts to find a Buyer for Seller's Property, Broker submitting the Listing Contract to the Multiple Listing Service of the Columbus Board of Realtors, Inc. (MLS) and the Broker's payment of all costs incurred by the Broker in connection therewith, Seller hereby grants to Broker, the exclusive right for six months commencing on _____, and continuing for an additional ninety days thereafter, provided the seller may terminate the listing contract during the extended listing period by giving fifteen days advanced written notice to Broker, to sell or exchange the property known generally as _____ and more fully described on the above worksheet for the sum of \$ _____ payable in cash at closing or for such other price or on such other terms and conditions to which Seller may consent in writing.

2. REALTOR'S FEE: Seller hereby agrees to pay Broker a fee of seven percent of the selling price of the Property if during the period of the Listing Contract 1) Seller's property is sold or exchanged by anyone or 2) Broker produces a Buyer ready, willing and able to purchase the Property on the above terms and conditions. Seller hereby permits Broker to share part of its fee with other real estate brokers, but only if they represent Buyer. Seller understands and agrees a different agent associated with Broker could potentially represent Buyer or prospective Buyer and each agent associated with Broker would represent the interest of their separate client, and Broker would be a dual agent. Seller also understands and agrees in limited situations Seller's agent may represent Buyer or a prospective Buyer, resulting in a dual agency situation, and Seller will consent to such dual representation. In the event Seller refuses to consent to dual representation, the Seller nevertheless must compensate Broker as stated herein. Seller understands Broker will not disclose confidential information received from other parties it represents nor disclose confidential information of Seller to any other parties. Seller acknowledges no referral fees are to be paid on behalf of seller to any party unless previously disclosed to Broker. Seller agrees to pay Broker one hundred forty nine dollars (\$149) compensation to Real Living HER at the closing in consideration of the administrative services provided to the consumer by Real Living HER. Seller agrees to purchase a transferable Home Maintenance Service Contracted by HomeGard of Ohio, Inc.* and agrees to pay at closing the applicable service charge, _____ Yes _____ No.

3. PROTECTION PERIOD: If a purchase agreement is signed before this Listing Contract expires, but the closing of the sale of the Property does not take place until after the original term or any extension of this Listing Contract, Seller's obligation to pay a fee as stated in this Listing Contract shall be extended to coincide with the closing date. In addition, such fee shall be paid if the Property is sold, exchanged, or in contract within ninety days (Protection Period) after the expiration of this Listing Contract or any extension thereof to anyone with whom Broker has shown the property and/or has had negotiations prior to expiration, provided Seller has received notice in writing, including the names of the prospective Buyers and/or their agent, within five days after expiration of this Listing Contract or any extension thereof.

4. SELLER'S COOPERATION: Broker is authorized to place a "For Sale" sign on the Property and to remove all other "For Sale" signs and to actively market the Property. Broker and all Brokers and salespersons authorized by Broker shall have access to the property at all reasonable times for the purpose of showing it. Broker is authorized to place a "Sold" sign on the property upon sale in accordance with the applicable municipal code.

5. CONVEYANCE AND STATUS OF TITLE: In the event of a sale or exchange, the Seller hereby agrees to furnish satisfactory evidence of marketable title to the Property and to convey the Property by transferable and recordable warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, and comply with all municipality regulations regarding drinking water and sewage disposal systems.

6. DISCLOSURE: If applicable, Seller agrees to provide Buyer with a completed Residential Property Disclosure Form as required by Ohio Revised Code §5302.30 unless accepted by law.

7. PUBLICATION OF INFORMATION: Broker shall be deemed by law to be the author of all advertisements and photography created for the property and is entitled to and shall own all copyright rights therein and all other intellectual or other property rights in or relating thereto. Seller warrants this Listing Contract and worksheet, to the best of Seller's knowledge, to be correct and accurate.

8. USE OF LOCKBOX: (Check one) Seller _____ authorizes _____ does NOT authorize utilization of a lockbox system. In this regard, Seller has been informed that through the use of a lockbox system the property may be more readily shown to prospective Buyers, but personal property of Seller may, therefore be more susceptible to theft or damage. Seller agrees that the lockbox, if utilized, will be for the benefit of the Seller and releases Broker and those working by or through Broker, and Broker(s) local Board(s) / Association(s) of Realtors from all liability and responsibility in connection with any loss that may occur. Broker advises and requests Seller to safeguard or remove any valuables now located on the Property and verify the existence of, or obtain, proper personal property insurance. Should a tenant be in the Property, Seller should notify the tenant in writing of the use of a lockbox.

9. AMENDMENTS: No amendment or alterations in the terms hereof shall be valid or binding unless made in writing or signed by the parties hereto.

10. SIGNATURE(S) / REMARKS:

Remarks:

Signed this _____ day of _____ 20____

Accepted for Real Living HER _____

By _____ Salesperson

Signature _____
Of _____
Owner(s) _____
Address _____
City _____ State _____ Zip _____
Telephone _____

*See Contract for details

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.G.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental or 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.

