

# Exclusive right step-by-step

How to complete



### EXCLUSIVE RIGHT TO SELL/LEASE LISTING AGREEMENT

This agreement is between Century 21 HomeStar (hereinafter called "Broker") and the undersigned (hereinafter called "Owner") and applies to the real property located at: Property address  
In consideration of Broker using their best efforts to find a purchaser for Owner's property, Owner agrees as follows:

1. **TERM AND LISTING PRICE:** Owner hereby grants Broker the exclusive right to sell the above property from List date( 48 hours ) through Expiration date for the sum of \$ List price payable in cash upon closing or for such other terms or exchange as Owner may agree.

If you want a minimum commission fee the amount would go here.

2. **BROKERAGE FEE:** Owner agrees to pay Broker a brokerage fee of 7-6 % of the total sale price or a minimum fee of \$250.00, whichever is greater, plus \$250.00. Owner authorizes Broker to offer 7-6 % of the Sale Price for all Co-Broke sales. Any exceptions to this compensation will be disclosed to the Owner in writing. Owner also agrees that the brokerage fee shall be paid if Owner enters into an agreement within six (6) months following the term of this agreement of any extensions thereof to any parties to whom Broker or any cooperating broker has shown the property which results in a sale, lease or exchange of said property. However, in the event Owner enters into a bona fide Listing Agreement with another Real Estate Broker, this paragraph is null and void. Owner agrees to refer all prospective Buyers or Brokers who contact the Owner directly.

3% of 1st 100k, 2% of balance to the buyer agent is our standard

3. **MARKETING:** Broker is authorized to enter the property in any one or more **Multiple Listing Service(s)**, in accordance with the rules and regulations of said MLS, to market the Property in the publications, web sites or any other information service medium of Broker's choice and to comply with all Ohio and Federal Fair Housing Laws without discrimination. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said Property from any and all liability for the dissemination of the information after being placed in the various information service mediums. Owner warrants this agreement and associated worksheets, to the best of Owner's knowledge, to be correct and accurate. Broker is hereby authorized to place a "For Sale" sign on the Property, if permitted by law, and to remove all other "For Sale" signs. Broker shall have access to the Property at all reasonable times for the purpose of attempting to sell the same. Owner authorizes placing a **Lock Box** on the premises at any time during the term of this Listing Agreement. Such Lock Box shall be used to hold the key for entrance to the property. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said Property from all liability for loss or damage of any kind resulting from use of said lock box or the use of the key to be placed therein.

4. **HOME WARRANTY:** Owner agrees to provide a **LIMITED HOME WARRANTY PLAN** at a charge of \$ \_\_\_\_\_ with deductible  Yes  No Owner acknowledges that Broker will receive a fee in consideration for processing the home warranty application. Owner acknowledges receipt of warranty application.

If the seller wants to include a home warranty(about \$500), the info would go here. If not, check the "no" box.

List date must go in MLS in 48 hrs  
Expiration date: normally 6 months, which this can be extended if needed

List price- provide the seller with a CMA and let them decide on the price

Total commission percentage (co-broke amount offered plus agent amount receiving) being paid by the seller, 7% or 6% for example; the amount you are offering to the buyer's agent commission will come out of this total.

Office admin fee not waivable, but agent can agree to pay for client

This section explains that listing with Century 21 HomeStar includes multiple types of marketing including the MLS and other third party sites (zillow, trulia, etc.). It also explains that a lockbox and "for sale" sign will be on the property.

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This section discusses the seller completing the property disclosure and lead paint (if property built before 1978), and disclosing any liabilities or possible issues with title not being clean. They also need to supply the buyer with any notices of sex offenders they have received if any.

This explains the Ohio Fair Housing Law and what it entails. If a seller refuses to follow all aspects, you should not take the listing.

If the seller currently has a mortgage, the amount they owe and company goes here. Otherwise, you can leave blank.

All C21 listings go into the MLS, so that will never apply here. If home is a short sale, check this box.

5. **DISCLOSURE:** Owner agrees to (1) complete the Ohio Residential Property Disclosure Form, if required by law; (2) Federal Lead-based Paint Disclosure Form; (3) provide copies of sex offender notices received from the local law enforcement authorities. To Owner's knowledge, there are no encroachments, pending lawsuits, foreclosures, divorce actions, bankruptcies, orders of any public agencies, assessments, liens (tax, utility, mechanics), or other matters that could affect Owner's ability to provide a clear title to the property, except as follows (if none, so state): \_\_\_\_\_

6. **FAIR HOUSING:** 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 or persons belonging to one of the protected classes.

Anything additional such as items being taken by seller like a light fixture, or if items are being left like kitchen appliances. If nothing else, you can leave blank.

7. **OTHER TERMS or ITEMS EXCLUDED FROM SALE:** \_\_\_\_\_  
Disclose is seller a licensed real estate agent or List agent related to seller here if applies \_\_\_\_\_

8. **MORTGAGE:** (bank/amount) \_\_\_\_\_

9. **ADDENDA:**  No MLS  Short Sale  
The signatures of all owners of the property are required on this Exclusive Right to Sell Agreement. This is a legally binding contract. If you have any questions of law, it is recommended you contact your attorney.

Make sure all sellers sign and print their name, and date here. Their address and contact info should also be included.

OWNER SIGNATURE: \_\_\_\_\_ OWNER SIGNATURE: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_

AGENT: \_\_\_\_\_ BROKER/COMPANY NAME: **Century 21 HomeStar**

Print Name: \_\_\_\_\_ PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

All agents on the listing must sign, print name, date, and fill in their info here. If you are on a team, both you and the team lead need to sign. If you are giving a referral to an agent, they do not have to sign here since they only get compensated after the property sells.