

# EXCLUSIVE RIGHT TO SELL AGREEMENT



## 1. PROPERTY:

This agreement is between Century 21 HomeStar and the undersigned Owner(s) in connection with:

(the "Property") In consideration of Century 21 HomeStar advertising the Property and procuring a buyer, and other good and valuable consideration, Owner(s) agrees as follows:

## 2. TERM AND LISTING PRICE:

Owner(s) hereby grants Century 21 HomeStar and the agent assigned below the sole and exclusive right to sell the Property

from (date) \_\_\_\_\_ through (date) \_\_\_\_\_ for the sum of \$ \_\_\_\_\_  
on such terms as Owner(s) may agree.

## 3. FEES TO CENTURY 21 HOMESTAR:

**Commissions are not set by law and are fully negotiable, and may be paid by Owner, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between brokers.**

Owner(s) hereby agree to pay Century 21 HomeStar a flat fee of \$350 and 4 % of the sale or exchange price of the Property sold or exchanged during the term of this Agreement or any extension of it.

Additional Terms: \_\_\_\_\_

## 4. FEES TO BUYER'S AGENT: (Select One) In the event a buyer is represented by a broker.

**Owner(s) acknowledge and agree that compensation to buyers representatives in not required. Commissions are not set by law and are fully negotiable, and may be paid by Owner, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between brokers.**

\_\_\_\_\_ Owner(s) instructs Broker to proactively communicate an offer of compensation, which will be paid by Owner(s), to buyer's brokerage in the amount of \_\_\_\_\_% of the sales price.

\_\_\_\_\_ Owner(s) instructs Broker to not proactively offer compensation to buyer brokerages. Owner(s) understands and acknowledges that any such request may be made through a buyer's offer to purchase and is fully negotiable.

## 5. UNREPRESENTED BUYER:

If a buyer is not represented by a broker (Buyer's Broker), then Century 21 HomeStar assumes additional liability, paperwork, time, duties and responsibilities. In this scenario, Century 21 HomeStar will NOT represent the Buyer, but will facilitate the completion of the necessary forms and duties to ensure fair treatment of all parties. In this situation, there will be an additional fee of 3 % of the full purchase price of the property paid to Century 21 HomeStar. Owner(s) have the option to try to negotiate this fee with an unrepresented buyer and have them credit the Seller(s) at closing.

All commission and fees above shall be paid by Owner upon the sale, transfer, or exchange of the Property by irrevocable assignment through escrow at title transfer, immediately upon transfer of any ownership interest, or when Century 21 HomeStar submits to Owner a written offer to purchase for the above price or a price agreed by Owner. In the event of any sale or exchange of the Property within 180 days from the expiration of the Exclusive Period or any extension of it (the "Protection Period"), Owner shall pay Century 21 Homestar the commission described above if the buyer or the buyer's representative had contact with Century 21 Homestar or any real estate licensee about the Property during the Exclusive Period or any extension of it, and Owner knew or had been advised in writing of such contact. However, in the event that Owner enters into the 180-day protection period shall terminate if Seller enters into an exclusive right to sell agreement with another Ohio real estate broker upon expiration of this Agreement. If any buyer or their representative contacts Seller directly about the Property during the term of this Agreement or any extension of it, Seller shall promptly notify Broker in writing of the name, contact information and all other details relating to the inquiry.

At the time an offer is presented to Seller, Seller will be provided with a State of Ohio Agency Disclosure statement specifying the agency relationships for the proposed transaction. The agency relationships and duties exist regardless of how or by whom a brokerage is compensated. Seller hereby acknowledges receipt of Listing Broker's Consumer Guide to Agency Relationships.

## 6. MARKETING:

Century 21 HomeStar 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. Owner(s) agree to allow Century 21 HomeStar and its agents to market the Property in the publications, web sites, or any other information service medium of Century 21 Homestar's choice and to comply with all Ohio and Federal Fair Housing Laws without discrimination. Owner(s) releases Century 21 HomeStar, assisting in the sale of said Property from all liability for the dissemination of the information after being placed in the various information service mediums. Owner(s) warrants this agreement and associated worksheets, to the best of Owner(s)'s knowledge, to be complete and accurate. Century 21 HomeStar is hereby authorized to place a "For Sale" sign on the Property, if permitted by law, and to remove all other "For Sale" signs. Century 21 HomeStar shall have access to the Property at all reasonable times for the purpose of attempting to sell the same.

## 7. LIMITED HOME WARRANTY:

Owner(s) may provide a LIMITED HOME WARRANTY PLAN at a charge of \$ \_\_\_\_\_ Owner(s) acknowledges that Century 21 HomeStar will receive a fee in consideration for processing the home warranty application. Owner(s) acknowledges receipt of warranty application. Owner agrees \_\_\_\_\_/does not agree \_\_\_\_\_ to provide a LIMITED HOME WARRANTY PLAN.

**8. DISCLOSURE:**

Owner(s) 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)'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)'s ability to provide a clear title to the property, except as follows (if none, so state): \_\_\_\_\_

*If exempt, a residential exemption form must be signed indicating the reason for the exemption.*

**9. USE OF LOCKBOX:**

Owner(s) (\_\_\_\_\_) authorizes) (\_\_\_\_\_) does NOT authorize) utilization of a lockbox system. In this regard, Owner has been informed that by using a lockbox system the Property may be more readily shown to prospective Buyers, but the personal property of Owner may, therefore, be more susceptible to theft or damage. Owner agrees that the lockbox, if utilized, will be for the benefit of Owner and releases Century 21 HomeStar, its members, employees, and agents from any and all liability and damages in connection with any loss that may occur. Century 21 HomeStar advises and requests Owner safeguard or remove any valuables now located on the Property and verify the existence of, or obtain, personal property insurance. If a tenant is occupying the Property, Owner shall notify the tenant in writing about the use of a lockbox.

**10. ELECTRONIC SURVEILLANCE DEVICES:**

Owner(s) (\_\_\_\_\_) does) (\_\_\_\_\_) does not) have surveillance equipment located on the Property. Owner understands that under Ohio law Owner cannot 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. Owner agrees that if such surveillance device is present on the Property that Owner 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 purchasers, real estate licensees, inspectors, appraisers, contractors or others are on the property. Owner is advised to consult with an attorney regarding the use of such surveillance devices under Ohio law. Owner also agrees to indemnify, defend and hold the listing brokerage and its affiliated licensees harmless from and against all claims, demands, actions, losses, damages or judgments arising out of the seller's use of surveillance devices.

**12. 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 4122.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or natural 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 Century 21 HomeStar 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.

**11. OTHER TERMS or ITEMS EXCLUDED FROM SALE:** \_\_\_\_\_

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

**The signatures of all Owner(s) 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.**

\_\_\_\_\_  
Owner(1) Signature Date

\_\_\_\_\_  
Owner(1) Print Name

\_\_\_\_\_  
Owner(1) Phone

\_\_\_\_\_  
Owner(1) Email

\_\_\_\_\_  
Owner(2) Signature Date

\_\_\_\_\_  
Owner(2) Print Name

\_\_\_\_\_  
Owner(2) Phone

\_\_\_\_\_  
Owner(2) Email

\_\_\_\_\_  
Agent Signature Date

\_\_\_\_\_  
Agent Print Name / Agent License #

\_\_\_\_\_  
Agent Phone

\_\_\_\_\_  
Agent Email

\_\_\_\_\_  
CENTURY 21 HOMESTAR  
Company Name

\_\_\_\_\_  
440-449-9100 / C21HOMESTAR@GMAIL.COM  
Company Phone / Email