

CENTURY 21[®]

HomeStar

Exclusive Marketing Agreement

This Agreement made at _____, Ohio _____, 20____ between _____ hereinafter referred to as Owner and Century 21 Commercial, hereinafter referred to as Agent, agree as follows:

1. Owner, duly authorized, hereby appoints Agent as exclusive agent and grants Agent the sole and exclusive right to sell/lease/exchange the property known as _____, Ohio. Owner represents that Owner has good and marketable title to the property with full right to cause the same to be sold/leased/exchanged as contemplated by this Agreement.
2. This Agreement shall remain in effect for a period of six/twelve (*strike one*) months from the date hereof expiring _____, 20____.
3. Owner agrees to immediately refer to Agent all inquiries about, or offers for, the property.
4. In consideration of this appointment Agent shall (a) afford Owner the full benefit of the judgment, experience and advice of the members of Agent's organization in respect to the policy to be pursued in marketing the property' (b) advertise the proposed sale/lease/exchange in such manner and in and by such brochures, publications, internet and other media as in Agent's judgment will most likely present an appropriate offering; (c) take such further steps as in Agent's judgment will enhance the prospective sale/lease/exchange of this property, which may include the listing of the property with, and soliciting the active cooperation of, other real estate brokers who specialize in dealing with such properties. Owner authorizes/does not authorize (*strike one*) Agent to place signs on the property announcing the availability of the premises.
5. Title will be conveyed by deed with full covenants of warranty, release of dower, if any, and Owner shall furnish to the grantee of said deed a title guaranty issued in the amount of the purchase price guaranteeing record title except for ordinary building and use restrictions, easement and allowable exceptions appearing in the Purchase Agreement. Rents, if any, taxes and assessments, both general and special, and insurance premiums assignable and acceptable to Buyer are to be prorated as of the date of recording the deed. Closing shall be in escrow at a title company of lending institution selected by the Buyer.
6. Owner authorizes Agent to quote a sale price of _____ and/or rental price of _____ with terms of _____.
7. Owner agrees that whenever during the term of this agreement said property shall have been sold/leased/exchanged or a customer procured, ready, able and willing to buy/lease/exchange the property for the price in cash or with terms as shown in No. 6 above, or for any other price or upon such other terms as may be agreed to by the Owner, the Owner will pay the Agent a commission on the earlier of the closing of a sale/lease/exchange or 120 days after a contract is entered into as applicable in the following schedule:

- () Investment, Commercial, and Industrial Building up to \$300,000 – 8% of gross sales price.
 - () Investment, Commercial, Industrial Building over \$300,000 – 6% of the first \$1 million of gross sales price and 4% thereafter.
 - () Land and/or Businesses – 10% of gross sales price.
 - () Exchanges – Based upon schedule above as if a sale, paid by each principal.
 - () Leases – Based upon gross rental amount:
 - Gross rent less than \$300,000 – 8%
 - Gross rent over \$300,000 – 6%
 - Month-to-month tenancies – One month's rent plus one month's rent per 12 months of occupancy after the initial 12 months, if any.
- (Minimum lease commission shall be \$2,000.00)

- a. All lease commissions are due and payable upon execution of the lease.
 - b. Agent is recognized as procuring cause for any tenant secured for the Subject Property for which Agent is paid a commission. Therefore, if the subject property is purchased by the tenant during the term of the lease or option period, commission shall be payable for this sale, less any paid and unearned lease commissions.
 - c. **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.**
 - d. **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.**
8. Owner agrees to pay Agent reasonable legal fees for collection of any commission that shall become due and payable under the terms and conditions of this agreement.
 9. Owner and Agent agree that this Agreement shall be binding upon their respective heirs, successors, assigns, executors and administrators.
 10. If at the expiration of this Agreement, or any extension hereof, the property has not been sold/leased/exchanged or no contract for sale/lease/exchange has been entered into, Agent shall at such time furnish to Owner, in writing, a list of prospects with whom Agent or its cooperating brokers have submitted the property. If within one-hundred-eighty days (180) thereafter, the property therein is sold/leased/exchanged to any such prospect, Agent shall be paid a commission as set forth in paragraph 7 above. This Exclusive Marketing Agreement shall serve as escrow instructions subject to the escrow agent's usual conditions of acceptance. Seller agrees to pay the above commission by irrevocable assignment of escrow funds at the time of closing.
 11. Owner hereby agrees to all agents licensed with Agent being appointed to represent Owner in the sale of Owner's property referenced above. These agents are authorized to represent Owner for the term of this Exclusive Marketing Agreement including any extension(s). Owner understands that upon termination of this appointment, the agents names above will no longer represent Owner as Owner's Agent, and could potentially represent another party in a transaction involving Owner if this occurs, this agent is prohibited from disclosing any confidential information she/he learned about Owner, Owner's property, or any proposed transaction during the term of this appointment.
 12. Owner hereby acknowledges agreement to all the terms as set forth above. Receipt of a copy of this contract by Owner is hereby acknowledged.

 Owner Duly Authorized – Signature

 Please print name

 Address

 City, State, ZIP

 Agent for Century 21 Commercial – Signature

 Telephone Number

 Please print name

“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 of rental housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, handicap, or national origin; or to do discriminate in advertising the sale or rental of housing, or 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.”



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31320 Solon Rd. Suite 17

Solon, OH 44139

Each Office is Independently Owned and Operated.