

## Exclusive Right To Sell Listing Agreement

CONSIDERATION AND TERMS OF CONTRACT: Team Results Realty hereinafter referred to as Broker, agrees to market, negotiate, schedule and show with potential buyers the property located at: \_\_\_\_\_.

Listing date: (date we list you)\_\_\_\_\_ through end date: \_\_\_\_\_. The property includes but is not limited to the following: all buildings, gas, oil, and mineral rights owned by seller; built-in appliances; water softener (unless rented) water pumps and pressure tanks; stationary laundry tubs; radio and television antennas and any mechanical controls; shades, shutters, window blinds, and curtain and drapery rods; attached floor coverings; attached fireplace doors and screens; garage door opener and controls; screens, storm windows and doors & other related fixtures unless noted on the listing.

**SALES PRICE AND TERMS:** Seller agrees to list property for SALE for \$\_\_\_\_\_. If listing for rent, seller offers property for rent for: \_\_\_\_\_ (insert monthly rent) and agrees to pay a buyer's agent should there be one a commission of \_\_\_\_\_ (typically ½ month's rent).

### LISTING OPTIONS: CHOOSE THE ONE YOU SIGNED UP FOR

1. **SHOWCASE MLS Only:** 6 months:\_\_\_\_\_ initial
2. **PREMIUM Flat Fee Service:** 6 months:\_\_\_\_\_ initial
3. **FULL SERVICE Flat Fee:** until sold:\_\_\_\_\_ initial
4. **FULL SERVICE Convenience Plan: \$299 UP FRONT WITH Balance of 1% Paid at Closing:** Until sold:\_\_\_\_\_ initial Smaller up-front fee with balance of fee at closing. Commission at closing to Team Results Realty is 1% of sales price or \$1,000, whichever is higher minus \$299.

**COMMISSION:** This is a variable rate commission schedule. Seller has paid a commission of (amount you paid at time of sign up) \$\_\_\_\_\_ at the time of listing. Seller will also pay an additional commission of \_\_\_%(this is the coop fee paid to the buyers agent) of total gross sales price to buyers Broker if buyer is procured from a buyer's agent / Broker. Seller will be listed in the

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**ENTER THE BUYER AGENT COMMISSION AS A % ABOVE  
WE STRONGLY RECOMMEND 3%**

(check which MLS applies)

- Columbus MLS
- Cincinnati MLS
- Toledo
- Northern Ohio MLS (Cleveland Akron Area)
- Dayton MLS
- Other\_\_\_\_\_

Commission is paid if, during the term of this contract (1) a licensed real estate agent sells & closes on the property, or (2) a licensed real estate agent produces a buyer who is ready, willing and able to buy the property, has a signed offer to purchase with seller. If seller refuses to close on a valid, signed offer to purchase, Realtor commission is due and owed to that agent. Seller will also pay an agent the commission if, within 30 days after this contract expires, the property was shown to someone who learned about it through Broker's or agents efforts during the term of the contract. Seller authorizes Team Results Realty to pay this commission to any participating Broker (buyer's agent) in the MLS. The fee is earned by the buyer agent/Broker that brings the buyer that closes on the property and will be paid at closing. All sales go through Team Results Realty (so we can report accurate data to the M.L.S.) and no other Broker may list the property during the term of the listing. The above commission will be paid to a participating Broker / agent when acting as a buyer's Broker or transaction coordinator. If seller procures their own buyer through any efforts of their own and that buyer does not have an agent, no other commission is required beyond the up-front fee.

**SERVICES PROVIDED:** The seller is giving Team Results Realty the authority to enter this listing into the local MLS by Team Results Realty subject to the rules and regulations of the MLS service. Team Results Realty advises all participants in buying and selling real estate to enlist the services of a competent real estate attorney. By entering the seller's home into the M.L.S. & Realtor.com, the prepaid commission is non refundable. Team Results Realty will make every attempt to transmit sellers listing to all websites advertised but makes no guarantees that the data will feed to any or all of them except the MLS & Realtor.com. Seller understands that upon notification of their listing in the MLS & Realtor.com, Team Results Realty has fulfilled it's obligations to seller and there are no refunds, full or partial. Any buyer lead generated is the property of Team Results Realty. Team Results Realty has the right to bring lead / potential buyer to seller & be compensated no different than any other buyer's agent. Seller may cancel listing at any time via email without cost. If this listing is cancelled it cannot be restarted with paying an additional fee. Team Results Realty will correct at no charge any initial input errors that may occur but will not be liable for damages resulting from such errors. It is the responsibility of seller to inform Team Results Realty in a timely manner to correct any accuracy issues with listing. Any inaccuracy of listing is sellers responsibility. No refunds due to inaccuracy. If when a fully accepted offer is signed by buyer if seller reduces above agreed upon commission to buyer's agent on that offer, Broker has the right to cancel this listing immediately with no refund. \_\_\_\_\_ **INITIAL**

**FULL SERVICE LISTINGS:** If seller chooses full service listing options, Team Results Realty may provide assistance with arranging appointments, accepting and presenting offers, advising on offers and counter offers, negotiate for seller and assist through closing. In no way can Team Results Realty be held liable for any issues arising from interpreting terms of offers. Seller is advised to consult an attorney for legal advice on all offers.

**LIMITED SERVICE LISTINGS:** If seller choose limited service listing, seller is responsible for the following: providing Team Results Realty with a copy of any and all offers & counter offers & closing statement within 24 hours of receipt. Seller is also responsible to negotiate their offer, process their paperwork, order title and payoffs. This is not the job of the buyer's agent should there be a buyer's agent.

**SELLERS DUTIES & REPORTING OF CHANGES:** The MLS rules state that we must maintain accurate data as far as reporting changes from active to “signed offer / pending, then to sold”. **THIS IS YOUR RESPONSIBILITY AS SELLER, NOT THE BUYER’S AGENT OR THE TITLE COMPANY’S.** IF any changes are not reported to us for us to report to the MLS, we face fines which we pass to you. Seller agrees to provide a copy of any fully signed offer between buyer / buyer’s agent & seller within 24 hours of signatures of buyer & seller. Broker may cancel the listing without refund when Seller does not report to Team Results Realty via fax or email verification of the signed sales contract within 24 hours, Team Results Realty will also charge sellers credit card a \$25 fine. Seller further agrees to provide the final closing statement when property sells within 24 hours of closing. If seller does not provide Team Results Realty a copy of the closing statement within 24 hours of closing seller could be charged a \$50 fine. Seller also agrees to pay any and all MLS fines associated with not providing the signed offers and closing statement in a timely manner. NOTE: We need to maintain accurate data in the MLS or there are possible fines usually \$25 to \$100 for not reporting or maintaining accurate data in the mls. Sellers credit card will be charged for any MLS fines resulting from not reporting accurate data. **THIS IS VERY IMPORTANT AND YOUR DUTY AS SELLER. Initial \_\_\_\_\_ INITIAL**

**SIGNS:** Team Results Realty may provide the seller with a Team Results Realty’s Realtor yard sign, photo of which is on the web site. The Seller gives Team Results Realty the right to post listing information and photograph(s) on any web sites deemed suitable by Team Results Realty of and to any Internet site where the MLS appears Team Results Realty has no control over either of these. Team Results Realty signs come pre-printed with the agent phone number but the seller may cover the phone number with the seller’s phone number on sign so possible buyers can call seller direct. FSBO signs are prohibited by MLS rules.

**CANCELLATION:** This agreement may be cancelled at any time by seller with no refunds by a signed cancellation form or email to Team Results Realty. This agreement can also be cancelled by Broker at his discretion if seller is not in compliance with mls rules, there is an attempt to renegotiate buyer’s agency commission or any other act that may cause liability for Team Results Realty This determination can be made by Team Results Realty.

**NON-DISCRIMINATION:** As required by law, seller and Broker agree not to discriminate because of religion, race, color, national origin, age, sex, disability, familial status, or marital status in the sale of the property.

**INDEMNIFICATION:** Seller shall defend, indemnify and hold Broker, its shareholders, directors, officers, employees, agents and representatives harmless from, any and all losses, claims, damages, liabilities and costs, including without limitation commission claims, court costs, interpretation of offer terms, reasonable attorneys' fees and MLS penalties and fines, which arise from, are related to, or are in connection with, (i) Seller’s breach of this Agreement or violation of any federal, state or local law; (ii) Seller’s provision of false, misleading, inaccurate or incomplete information, representations or warranties to Broker, prospective buyers or buyer; or (iii) claims of third parties relating to the Listed Property, the sale thereof, and/or any compensation to be paid in connection with such sale (including,

without limitation, a claim by the Cooperating Brokerage against Broker for a commission). Seller also accepts any liability for any potential misrepresentation as to the condition and square footage measurement of the home. Seller accepts any responsibility to pay buyers agent commission should it be found that subsequent to closing, a buyer was procured by buyers agent. Seller will require the buyer to obtain a copy of their lender's appraisal or an independent appraisal and investigate all discrepancies between that number, public record and the MLS listing before taking title. If seller fails to require buyer to do this, Seller indemnifies Realtor of all liability. Seller agrees to pay commission and any fees associated with the dispute. Team Results Realty is not an expert in, and is not providing advice to seller concerning legal matters, tax, financing, surveying, structural or mechanical condition, hazardous material or engineering. Seller is encouraged to seek expert help from qualified professionals in such areas.

**COMMISSION DISPUTES, (SELLERS'S DUTY TO DEFEND):** In the event an aggrieved party files an arbitration claim or lawsuit against or in any way involving Broker that seeks payment of a commission or money damages in connection with the sale or attempted sale of the Property, Seller agrees to indemnify, defend, and hold Broker harmless from, and aid Broker in defense of any such claim or lawsuit ("Duty to Defend"). Seller further agrees that, upon commencement of such an arbitration claim or lawsuit, Broker may immediately charge \$700.00 on Seller's credit card on file with Broker in anticipation of Broker's legal and administrative fees in responding to such a claim or lawsuit, regardless of its merits. This charge is nonrefundable. This charge is not and should not be construed as a limitation on Seller's Duty to Defend. If Seller fails, for any reason, to fulfill its Duty to Defend, Broker may seek indemnity, contribution, and/or reimbursement from Seller for all costs incurred as a result of the claim or lawsuit, including attorney's fees as well as recovery of all costs of collection thereof, including but not limited to attorney's fees, collection agency fees, court costs, and expenses, less the \$700 previously paid by Seller pursuant to this paragraph.

**LIMITATION OF LIABILITY.** In no event will Broker, its shareholders, directors, officers, employees, or agents be liable for any damages, losses, or liability, whether based on warranty, contracts, statutes, regulations, tort or any other legal theory. The Broker's liability hereunder is limited to the Service Fee paid by Seller to Broker. If a commission was paid directly or through Broker to a Cooperating Broker, OWNER agrees to make all claims for reimbursement of said commission against the Cooperating Broker directly.

**RELEASE OF LIABILITY, REPRESENTATIONS AND WARRANTIES.** I (we) the undersigned agree to hold harmless & release Team Results Realty from any and all future claims resulting from; a) discrepancies in square footage and room measurements, b) any act of negligence by the seller, c) occupancy issues prior to and after closing if a buyer moved items in and/or occupied the home prior to closing, d) emotional distress resulting from any issues the buyers may have after purchasing the home, e) any other liability or issue from purchasers including any earnest money deposit issues, f) interpretation of offer terms. Seller hereby by represents to the best of their knowledge that the information provided to the Broker as to the measurements of the home and condition of the home is accurate. Seller assumes full responsibility for any inaccuracies on data provided to Broker as far as condition, square

footage, lot size, acreage, interpretation of offer terms, wetland issues, easements, mold, survey and any other discrepancies that may arise from a purchase. Broker is hereby held harmless against any claims arising from the sale of the property related to the above issues.


**Seller** If legal recourse arises out of Seller's non-performance under this contract and the MLS Listing Contract Team Results Realty will be entitled to recover all fees and commissions, including, but not limited to, reasonable attorney's fees and costs. I have read and understand this entire agreement; by my signature below, I agree to all of the terms of this contract in its entirety.

Ownership:  single  joint  trust / company Marital status:  single  married

Seller 1: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email : \_\_\_\_\_  
Seller 2: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

By Broker: \_\_\_\_\_ Date: \_\_\_\_\_

# THIS FORM IS NOT REQUIRED WITH OUR FULL SERVICE LISTING PLAN

	<b>Department of Commerce</b> <small>Division of Real Estate &amp; Professional Licensing</small>	<b>WAIVER OF DUTIES STATEMENT</b> Pursuant to ORC 4735.621  <i>To Be Used when Certain Duties are Waived by the Client</i>
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**REQUIRED DUTIES:**  
 After entering into an agency relationship, a real estate licensee (meaning a licensed broker or salesperson) is considered a "fiduciary" of the client. This means the licensee will use his or her best efforts to further the interests of the client. Under Ohio law, these fiduciary duties may not be waived. The client's real estate licensee must:

- Exercise reasonable skill and care in representing the client and carrying out the responsibilities of the agency relationship;
- Perform the terms of any written agency agreement;
- Follow any lawful instructions of the client;
- Be loyal to the interest of the client;
- Comply with all requirements of Ohio real estate licensing laws and other applicable statutes, rules, and regulations, including state and federal fair housing laws;
- Disclose any material facts of the transaction of which the licensee is or should be aware;
- Advise the client to obtain expert advice related to material matters when necessary or appropriate;
- Account in a timely manner for all moneys and property received in which the client has or may have an interest; and
- Keep all confidential information confidential, unless permitted to disclose the information pursuant to ORC 4735.74(B). This includes the duty to not disclose confidential information to any licensee who is not an agent of the client.

**DUTIES THAT MAY BE WAIVED:**  
 Under Ohio law, a real estate licensee is required to perform additional duties for his or her client unless these duties are waived by the client. By signing below, the client agrees that the real estate licensee will not perform the duties initialed (only initial the duties waived)

<b>Sellers may waive:</b>	<b>Initial If Waived:</b>
• Seeking a purchase offer at a price and with terms acceptable to the seller	_____
• Accepting delivery of and presenting any purchase offer to the seller in a timely manner, even if the property is subject to a contract of sale, lease, or letter of intent to lease	_____
• Answering the seller's questions and providing information to the seller regarding any offers or counteroffers	_____
• Assisting the seller in developing, communicating, and presenting offers or counteroffers	_____
• Answering the seller's questions regarding the steps the seller must take to fulfill the terms of any contract (within the scope of knowledge required for real estate licensure)	_____
<b>Buyers may waive:</b>	
• Seeking a property at a price and with purchase or lease terms acceptable to the buyer	
• Presenting any offer to purchase or lease to the seller or the seller's agent in a timely manner and accepting delivery of and presenting any counteroffers to the buyer	
• Answering the buyer's questions and providing information to the buyer regarding any offers or counteroffers	
• Assisting the buyer in developing, communicating, and presenting offers or counteroffers	
• Answering the buyer's questions regarding the steps the buyer must take to fulfill the terms of any contract (within the scope of knowledge required for real estate licensure)	

### Agreement to Waive

By signing below, I agree that the real estate licensee who represents me will not perform the duties that are initialed above. I also understand that in any proposed real estate transaction, no other real estate licensee is required to perform the waived duties unless I subsequently hire them to do so, and realize that I may need to hire other professionals such as an attorney.

Seller or Buyer <span style="float: right;">Date</span>	Real Estate Broker or Salesperson <span style="float: right;">Date</span>
Seller or Buyer <span style="float: right;">Date</span>	TEAM RESULTS REALTY Brokerage Name