



**Exclusive Right to Sell Agreement**

(This is a legally binding contract. If not understood, seek legal advice.)

**1. PROPERTY DESCRIPTION:** Per the terms of his Exclusive Right to Sell Agreement (“Agreement” or “Contract”) the undersigned (whether one or more collectively referred to as “Seller” or “You”), hereby authorizes Coldwell Banker Residential Real Estate LLC d/b/a Coldwell Banker Realty (“Coldwell Banker Realty” or “Broker”) the sole and exclusive right to sell/lease and/or to procure a purchaser/lessee for the following described property, together with all improvements thereon and with all appurtenant rights, privileges and easements, known as:

\_\_\_\_\_ (the “Property”)  
No. Street City State Zip Code

Auditor’s Parcel Number: \_\_\_\_\_

If the property is a condominium, it is also described as Unit # \_\_\_\_\_ on Floor \_\_\_\_\_ of \_\_\_\_\_ Condominium. If the Property is a condominium or part of any association such as a Homeowner’s Association, Seller shall provide Purchaser with a copy of the Declaration of the Condominium/Association and By-laws and the Articles of Incorporation of the Condominium/Association (individually and collectively referred to as the “Documents”).

**2. COMPENSATION:**

a) Listing Side Commission. If, during the term of this Agreement, You enter into a contract to sell or otherwise convey an interest in the Property, you agree to pay Broker a total commission of \$425.00 and \_\_\_\_\_% of the total purchase price (the "Listing Commission").

b) Unrepresented Buyer. If the buyer of the Property is not represented by a broker, in addition to the Listing Commission set forth in subsection (a) above, you agree to pay Broker an amount equal to \_\_\_\_\_ % of the total purchase price or \$ \_\_\_\_\_, whichever is higher.

c) ***You acknowledge and understand that brokerage commissions are not set by law, are fully negotiable, and may be paid by the seller, the buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and commissions between brokers.***

d) A Listing Commission will be paid by Seller to Broker if the Property is sold directly or indirectly within three hundred and sixty-five days (365 days) (the “Protection Period”) after expiration of this Agreement to a buyer to whom it was offered, shown or introduced during the Term of this Agreement.

e) The Listing Commission is payable if Broker, Seller, or any other person or entity sells, gifts or exchanges the Property during the Term of this Agreement; or if the Property is optioned during the Term of this Agreement and the option is subsequently exercised; or if the Property is leased during the Term of this Agreement and lessee subsequently purchases the Property. The Listing Commission is earned upon the execution of a sales contract, Articles of Agreements, or lease with purchase option, by the Seller and a buyer. The Listing Commission is to be paid at the time of closing of any sale or exchange, at the execution of any lease, initial closing of Articles of Agreement, at the time an option is exercised, or upon a default as discussed below. If Seller fails to pay the Listing Commission, Seller is responsible for all costs and expenses, including reasonable attorney's fees incurred by Broker, to collect the Listing Commission. You understand and agree that if a Sales Associate affiliated with Broker represents the buyer of the Property, Broker may receive compensation in addition to the Listing Commission, including any Buyer Broker Compensation.

f) Broker shall be the exclusive leasing agent of the Seller. Upon execution of a lease for the Property, Seller shall pay Broker a total Commission of \$425.00, plus \_\_\_\_\_ (“Rental Commission”). If the tenant is not represented by a broker, in addition to the Rental Commission, you agree to pay Broker an amount equal to \_\_\_\_\_.

**3. TERM:** Seller agrees that Coldwell Banker Realty shall have the exclusive right to sell the Property until 11:59 P.M. on \_\_\_\_\_ (“Expiration Date”). If a Contract to Purchase is being negotiated at the time or is signed prior to the Expiration Date, the term herein shall continue until final disposition of the Contract to Purchase.

**4. PRICE:** Seller offers the Property for sale at a price of \$ \_\_\_\_\_.

**5. INCLUSIONS/EXCLUSIONS OF SALE:** The Real Estate shall include the land, together with all buildings, improvements, fixtures, and all items affixed or wired to the property located thereon (but excluding any items specifically excluded below), and all appurtenant rights, privileges, easements, fixtures, and all of, but not limited to, the following items, if they are now located on the Real Estate and used in connection therewith; electrical, plumbing, heating and air conditioning equipment, including window units; bathroom mirrors and fixtures; shades; blinds; awnings, window rods; window/door screens, storm window/doors; shrubbery/landscaping, affixed mirrors, affixed floor covering; wall to wall, inlaid and stair carpeting (attached or otherwise); fireplace inserts/grates; fireplace screens/glass doors, wood stove, gas logs and starters, television and/or sound system mounting brackets (excluding televisions and/or sound system), aerials/rotor operating boxes/satellite dishes (including non-leased components); affixed humidifiers; water softeners, water purifiers, central vacuum systems and equipment; doorbells and chimes; garage door openers/operating devices, all affixed surveillance, monitoring, security alarm systems/cameras and affixed system operating controls; all affixed furniture/fixtures; utility/storage buildings/structures; inground/above ground swimming pools and equipment, swing sets/play sets, affixed basketball backboard/pole; propane tank/oil tank and contents thereof, electronic underground fencing transmitter and receiver collars; and parking space(s) number(s) \_\_\_\_\_ and storage unit number \_\_\_\_\_ (where applicable); The following appliances shall also be included ranges, ovens, microwaves, refrigerators, dishwashers, garbage disposals, and trash compactors, unless specifically excluded in a purchase contract. Notwithstanding the forgoing, any free-standing, countertop appliances shall not be included unless specifically delineated in a purchase contract. The following items, which are leased in whole or in part, shall be excluded from the sale by so indicating in a purchase contract (please check the appropriate boxes):  water softener  security system  propane tank  satellite dish  satellite dish components. Seller shall provide all keys to the Real Estate and provide information for items that require codes/programming no later than the date of occupancy.

THE FOLLOWING ITEMS ARE TO BE SPECIFICALLY EXCLUDED FROM THE REAL ESTATE PER THE TERMS OF A PURCHASE CONTRACT: \_\_\_\_\_.

In the event of a conflict between this Section 2 and any subsequent purchase contract between Seller and a potential buyer, the subsequent agreement shall control.

**6. OTHER ITEMS:** The following items shall be included in the marketing of the Property for sale: \_\_\_\_\_.

**7. CERTIFICATION OF OWNERSHIP:** Seller certifies that Seller owns all of the above Property and other items included in the sale as listed in Sections 5 and 6 and that they will be free and clear of any debt, lien, or encumbrances at closing (except as listed in Section 16 of this Contract). Seller also represents that those signing this Contract constitute all of the owners of title to the real property and other items currently listed in this Agreement, together with their respective spouses, if applicable. In the event of power of attorney, trust, corporation, limited liability company, inheritance or other right of transfer, documentation of authority to convey the Property shall be provided to the title company upon request.

**8. SELLER’S CERTIFICATION:** Seller certifies that to the Best of Seller’s knowledge, the Property:

- (a)  is  is not located in a Historic District.
- (b)  is  is not subject to a lease.

(c)  is  is not subject to an agreement pertaining to joint maintenance of shared aspects of/by the real estate (not covered by HOA). If affirmative, please describe: \_\_\_\_\_

(d)  is  is not located in a flood plain requiring insurance.

(e)  is  is not subject to a municipal pre-sale inspection, disclosure, and/or certification of occupancy; if the Real Estate is located in a jurisdiction requiring housing inspection before transfer, Seller shall be responsible for completing and submitting the necessary application and will furnish to Buyer or Buyer's agent a copy of the resulting unconditional certificate on or before the date of closing.

(f)  is  is not subject to pending orders of any public authority. If affirmative, describe: \_\_\_\_\_

(g)  has  has not had work performed or improvement constructed that may result in future assessments. If affirmative, describe: \_\_\_\_\_

(h)  has  has not received notices from a public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions or other similar matters. If affirmative, describe: \_\_\_\_\_  
\_\_\_\_\_

(i)  yes  no toxic, explosive or other hazardous substances have been stored, disposed of, concealed within or released on or from the Property or other adverse environmental conditions exist within the boundaries of the Property. If yes, describe: \_\_\_\_\_  
\_\_\_\_\_

(j)  is  is not subject to encroachments, shared driveways, party walls. If affirmative, described: \_\_\_\_\_  
\_\_\_\_\_

(k)  has  has no property tax abatements or homestead exemptions currently affecting the Property. If yes, describe: \_\_\_\_\_  
\_\_\_\_\_

(l)  yes  no there have been (site or area) improvements installed or services furnished, and/or Seller has received notifications(s) from public authority(ies) or owner's association of future improvements, for which any part of the costs may be assessed against the Property. If affirmative, describe: \_\_\_\_\_  
\_\_\_\_\_

(m)  is  is not owned by any person(s) or entity(ies) subject to Foreign Investments in Real Property Tax Act (FIRPTA).

Seller understands that the law requires disclosure of all known material defects adversely affecting the Property and that failure to disclose all known material defects may result in civil liability. Seller represents that except as disclosed in the state-mandated property disclosure form completed by the Seller and attached to this Contract, Seller has no knowledge of and has not notified Coldwell Banker Realty of any material defects concerning the Property. Seller understands that prospective buyers and others may rely upon the state-mandated property disclosure form and the assurance by the Seller in this paragraph. Seller shall continue to maintain the Property, including the grounds and improvements thereon, in good condition and repair, ordinary wear and tear excepted, until possession is given to Buyer. Inspections regarding the condition and use of the Property shall be the sole responsibility of Buyer.

**9. SEX OFFENDER REGISTRATION AND NOTIFICATION LAWS:** In Ohio and Kentucky, sex offenders are required to notify sheriff's offices when they move into the area. Information regarding said notification may be obtained by contacting the local sheriff's office in Ohio or Kentucky.

**10. PROPERTY DISCLOSURE FORM AND LEAD BASED PAINT:** Seller agrees to complete the Residential Property Disclosure Form as required by law. Seller understands Seller is obligated to disclose to prospective buyers if they become aware of any material defects discovered after the initial signing of the property disclosure form. Seller agrees to complete a federal-mandated lead-based paint disclosure form if home was built prior to 1978.

**11. HOME WARRANTY:** Seller agrees  to provide  not to provide a limited one year home warranty program from Coldwell Banker Home Protection Plan at a charge of \$ \_\_\_\_\_ including options, if applicable. Seller acknowledges that the Homeowner's Warranty Program is a limited warranty with a deductible.

**12. CIVIL RIGHTS:** 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, military status, familial status, ancestry, disability, or national origin as defined in Section 4112.01 of the Revised Code or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of the 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.

**13. AGENCY RELATIONSHIPS:** Seller understands and agrees that I, \_\_\_\_\_ (the Coldwell Banker Realty real estate salesperson), will be acting solely and exclusively for Seller's interest as an exclusive agent. Seller also understands that other licensed real estate salespersons affiliated with Coldwell Banker Realty may be working as purchasers' agents and may show the Property and/or be involved in the sale if their clients are interested in purchasing the Property. Seller has read Coldwell Banker Realty's Consumer Guide to Agency Relationships, agrees that the provisions of that policy are a part of this Agreement, and consents to Coldwell Banker Realty and its real estate salespersons and agents acting in accordance with that policy. In the event I also represent a purchaser of the Property, Seller agrees to execute an Agency Disclosure Statement acknowledging and agreeing to allow me to be a dual agent. Seller understands and agrees that neither Coldwell Banker Realty nor I shall share confidential information (as defined below) without Seller's consent.

**14. CONFIDENTIAL INFORMATION:** Confidential information is defined to mean all information that a client directs to be kept confidential or that if disclosed would have an adverse effect on the client's position in the real estate transaction, except to the extent the agent is required by law to disclose such information, and all information that is required by law to be kept confidential. Seller acknowledges and agrees that confidential information will not include information that is (a) of public record, or (b) otherwise in the public domain, or (c) authorized by Seller to be disclosed. Seller agrees that any confidential information Coldwell Banker Realty and its licensed real estate salespersons learned from a previous or current agency relationship with another party cannot be shared and will be kept confidential.

**15. PROMOTIONAL INFORMATION:** Seller understands that the information provided to Coldwell Banker Realty as listing information may be used to advertise the Property to the public in informational services and other media and that it is essential that all such information be complete, true, and accurate. Seller has reviewed and/or shall review information provided in informational services and other media including, but not limited to, the Multiple Listing Services ("MLS") input sheet and all marketing materials prepared, if any, and shall verify that the information contained herein is complete, true, and accurate. Though the Property is listed in its physical condition, Seller understands that Seller could be held liable for damages resulting from any latent or hidden undisclosed defects in the Property which are known to Seller, but which are not disclosed to a purchaser.

**16. EARNEST MONEY DEPOSIT:** Seller authorizes Coldwell Banker Realty to accept and deposit, in a non-interest bearing account upon acceptance of an offer, earnest money deposits from prospective Purchasers making written offers to purchase the Property. If either party fails or refuses to perform, or if any contingency is not satisfied or waived, then Purchaser and Seller may mutually agree to sign a release to the purchase contract stating the disposition of the Earnest Money. In the event that the Purchaser and Seller do not agree on the disposition of the Earnest Money, the Real Estate Company holding the Earnest Money shall retain such Earnest Money until Seller and Purchaser mutually agree in writing to its disposition or until such disposition is determined by a court of competent jurisdiction.

**17. CONVEYANCE AND CLOSING:** Seller agrees to execute all documents required by the closing/escrow agent. Seller shall be responsible for transfer taxes/conveyance fees, transfer fees, deed preparation, the cost of removing or discharging any defect, lien or encumbrance required for conveyance of the Property as required by a contract to purchase; and shall convey marketable title (as determined with reference to the Ohio State Bar Association Standards of Title Examination) to the Property by recordable and transferable deed of general warranty or fiduciary deed, if applicable, in fee simple absolute, with release of

dower. Title shall be free, clear and unencumbered as of closing, with the exception of the following: (1) covenants, conditions, restrictions and easements of record, (2) legal highways, (3) any mortgage expressly assumed by Buyer and agreed to by Seller's current lender in writing, (4) all installments of taxes and assessments becoming due and payable after closing, (5) zoning and other laws, (6) Home Owner Association fees becoming due and payable after closing, and (7) the following assessments (certified or otherwise): \_\_\_\_\_.

**18. TAX ASSESSMENTS & PRORATIONS:** At closing, Seller shall pay or credit on the purchase price (a) all real estate taxes and assessments, including penalties and interest, which became due and payable prior to the closing, (b) a share of the Real Estate taxes and assessments becoming due and payable after the closing, prorated as of the closing date in the manner set forth in a contract to purchase and (c) the amount of any agricultural tax savings accrued as of the closing date which would be subject to recoupment if the Real Estate were converted to a non-agricultural use as set forth in a contract to purchase. There shall be prorated between Seller and Buyer as of closing: (a) homeowner/ condominium Association assessments and other charges imposed by an Association under the terms of the Association/ Condominium Documents (if applicable), and/or (b) rents and operating expenses if the Property is rented to tenants. Security and/or damage deposits held by Seller shall be transferred to Buyer at closing without proration.

**19. HOME OWNER ASSOCIATION:** The Property:

- (a)  is  is not subject to a homeowner association established by recorded declaration with mandatory membership.
- (b)  is  is not subject to currently approved and/or pending homeowner association assessment (separate from HOA fees). If affirmative, provide amount(s) and describe: \_\_\_\_\_.
- (c)  is  is not subject to mandatory fees imposed on the real estate  pool  golf course  other: \_\_\_\_\_.

Seller certifies the HOA fees are: \$ \_\_\_\_\_  monthly  quarterly  annually; and/or:

\_\_\_\_\_  
Seller certifies that, to the best of Seller's knowledge, there are no Homeowner Association violations (current or outstanding) affecting the Property except: \_\_\_\_\_. If the Property is subject to any such items listed above or any other restrictions/regulations known to Seller, Seller will, at Seller's expense, provide Buyer with a current copy of the documents affecting the real estate including, but not limited to, **documents recorded with the county, the Association Declaration, the Association's financial statements, Rules and Restrictions, schedule of monthly, annual and special assessments/fees, Incorporation, Minutes for the previous 2 years, and other pertinent documents** as requested. Seller shall secure, at Seller's expense, written approval for the sale of the Property, if required. Seller shall, at Seller's, provide any letter of assessment required at Closing by the lender and/or title company.

**20. MLS AUTHORITY:** Coldwell Banker Realty is authorized to place information about the Property in any Multiple Listing Service to which Coldwell Banker Realty is a member in accordance with MLS regulations. Coldwell Banker Realty and MLS may disclose information pertaining to the Property to MLS participants, affiliates, and to those governmental agencies authorized to receive MLS information.

**21. SIGN & KEY AUTHORIZATION:** Coldwell Banker Realty is authorized, in its sole discretion, to advertise, and promote the sale of the Property, erect a "For Sale" sign thereon and, when sold, place a "Sold" sign thereon (except where prohibited by law), to remove all other such signs, to place a lockbox on the Property, to have access to the Property at all reasonable times for the purpose of showing it to prospective purchasers, to cooperate with other brokers and to use pictures of same for promotion purposes. Seller authorizes Coldwell Banker Realty to conduct or allow authorized brokers to conduct key-entry showings of the Property. Seller authorizes Coldwell Banker Realty to allow inspectors, appraisers and other authorized parties as required by a purchase contract access to the Property with or without the presence of the Coldwell Banker Realty's real estate salesperson, including, but not limited to access via the lockbox. Seller represents that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or claims arising from any entry to the Property and hereby holds harmless the Broker, its agent, salespersons and employees from any loss, claim or damage resulting therefrom. Seller agrees to immediately refer to Coldwell Banker Realty all prospective purchasers or brokers who

contact Seller for any reason and to immediately provide Coldwell Banker Realty with all such names, addresses, and telephone numbers.

**22. ELECTRONIC SURVEILLANCE DEVICE:** Seller  does  does not have surveillance equipment located on the property. Seller understands that under Ohio law the Seller cannot use electronic, mechanical or any other device to listen, record or otherwise acquire the content of the oral communication of other persons without consent of at least one party to the communication. Seller agrees that if such surveillance device is present on the property that the seller 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 appointment at which the prospective purchasers, real estate licensees, inspectors, appraisers, contractors or other are on the property. The Seller is advised to consult with an attorney regarding the use of such surveillance devices under Ohio law. Seller also agrees to indemnify, defend and hold the listing brokerage and its affiliated licensees harmless from and against any and all claims, demands, actions, losses, and damages or judgments arising out of the seller's use of surveillance devices.

**23. INDEMNIFICATION:** SELLER AGREES TO INDEMNIFY AND HOLD COLDWELL BANKER REALTY AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, REAL ESTATE SALESPERSONS AND OTHER AGENTS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LAWSUITS, LIABILITIES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES) ARISING OUT OF ANY NEGLIGENCE, MISREPRESENTATION, INTENTIONAL ACTS OR CONCEALMENT OF FACTS OR FOR ANY ERRORS OR OMISSIONS SELLER HAS MADE INCLUDING, BUT NOT LIMITED TO, INFORMATION ON THE MLS PRINTOUT SHEET, RESIDENTIAL PROPERTY DISCLOSURE FORM, AND/OR LEAD-BASED PAINT DISCLOSURE FORMS.

**24. TITLE INSURANCE:** Owner's Policy of Title Insurance protects against covered losses caused by defects on-record and off-record in accordance with the terms of said policy. Title insurance differs from Property/Casualty insurance. Coldwell Banker Realty is not permitted by law, to quote title insurance rates, terms and conditions unless licensed to do so by the governing state. Purchaser shall be responsible for all costs incidental to the Lender's policy as disclosed to the Purchaser by the Lender, including but not limited to the simultaneous fee.

**25. DISCLOSURE:** Seller acknowledges and agrees that Coldwell Banker Realty is authorized to disclose non-confidential information pertaining to the Property to all parties involved with its marketing and/or sale. Coldwell Banker Realty is subject to an ethical obligation to disclose the existence of an accepted purchase contract pertaining to the Property to all parties involved with its marketing and/or sale. Coldwell Banker Realty may disclose the existence of multiple offers, with the authorization of the Seller. Coldwell Banker Realty is obligated to disclose to potential buyers any known latent defects.

**26. WIRE FRAUD:** Email is **not** always secure or confidential. Never respond to a request that you send funds or nonpublic personal information, such as credit cards or debt card numbers or bank account and/or routing numbers without first verifying the identity of the person requesting the information. If you receive an email message concerning a transaction and the email requests that you send funds or provide nonpublic information, **do not respond** to the email before verifying the identity of the person requesting the information and immediately contact the known individual/entity with whom you have an established relationship using a separate verified method of communication to determine/notify of suspected email fraud. **Only send nonpublic personal information to a verified and authorized recipient, and via secure methods of communication.**

**27. SOLE CONTRACT:** The parties acknowledge having read and received a copy of this Agreement, agree that this Agreement constitutes their entire agreement, and that no oral or implied agreement exists. Any amendments to this agreement must be in writing and signed by all parties. This Agreement may be executed by manual or electronic signatures on Agreement documents, transmitted in original, facsimile, or electronic format and the same shall be valid for purposes of this Agreement and any amendments, addendums, or notices to be delivered in connection with this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument, and the parties hereto may execute this Agreement by signing any such counterpart.

**28. FORMER SPOUSE:** Is there a former spouse or a deceased spouse or other person who was or is a co-owner of the Property?  yes  no

**29. SELLER'S CERTIFICATION OF AUTHORITY:** Seller certifies and warrants that the signatory(ies) below are all of the title owners and each has/have full authority to enter into this Contract and that any and all additional signatories, spouse or other spousal rights require signature of spouse even if spouse is not on title deed, or others who are necessary in order to convey the Property, have expressly agreed to sign such required purchase and/or financing documents, and that no additional signatories are necessary in order to convey the Property, other than those disclosed in writing by Seller to Coldwell Banker Realty. In the event of power of attorney, trust, corporation, limited liability company, inheritance, or other right to transfer, documentation of authority to convey the Property shall be provided upon request. Seller represents that Seller is not a party to another exclusive listing agreement with a different real estate brokerage regarding the sale of the Property.

SELLER HEREBY ACKNOWLEDGES RECEIPT OF A SIGNED COPY OF THIS AGREEMENT. SELLER FURTHER ACKNOWLEDGES THAT ALL DISCLOSURE FORMS AND OTHER INFORMATION PROVIDED REGARDING THE PROPERTY WERE PREPARED BY SELLER AND WITHOUT ANY ASSISTANCE BY COLDWELL BANKER REALTY OR ANY REAL ESTATE SALESPERSON OR AGENT AFFILIATED WITH COLDWELL BANKER REALTY.

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

DESIGNATED AGENT SIGNATURE / DATE

SELLER/DATE & TIME

CITY/STATE/ZIP

ADDRESS

SELLER/DATE & TIME

MOBILE PHONE

CITY/STATE/ZIP

ADDRESS

EMAIL ADDRESS

We are relocating to another city and request information from Coldwell Banker Realty's Relocation Network at 800-344-5464.

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