

2019-430

EXCLUSIVE RIGHT TO SELL AGREEMENT



MLS #: _____

Berkshire Hathaway Home Services Simon and Salhany Realty, Inc.

- Appointment of Agent and Broker Acceptance.** In consideration of your agreement (as evidenced by your signing below) to use your best efforts in finding a purchaser or lessee for my property located at and known as 340 North Cleveland Massillon Road, Akron, OH 44333 the undersigned Owner (whether one or more) hereby grants to Broker the exclusive right to sell my property commencing on 12/01/2019, 20 and ending on midnight 11/30/2020 for the sum of \$ payable in cash upon closing or for such other price or terms or exchange as Owner may agree to in writing. 5 % if sold by a broker other than BHHS Simon & Salhany. 5% if sold within Simon and Salhany (in-house sale)
- Broker's Fee.** (a) Owner hereby agrees to pay Berkshire Hathaway Home Services Simon and Salhany Realty, Inc. a sales fee of % of the sales price and ~~\$240.00~~. Or minimum fee of \$ \$1/a whichever is greater, and ~~\$240.00~~. Said fee is payable if this property is sold or exchanged or Broker submits to Owner a written offer to purchase for the above price other acceptable terms signed by a willing and able purchaser during the term of this listing. ***
(b) Owner hereby agrees to pay Broker a rental or lease fee of n/a of the gross rent or lease or a minimum of \$ n/a whichever is greater, and furthermore, should a sale result from this rental or lease agreement, Owner further agrees to pay a fee based on the above listing agreement
(c) **Agency Authorization and Instructions.** 3
Buyer Agency: (\$ or %)
Sub Agency: (\$ or %) n/a
Any exceptions to this compensation will be disclosed to the seller in writing.
Negotiation of Offers: Owner reserves the right to excuse any cooperating agent prior to revealing any confidential information or participating in any negotiations.
(d) If this property is sold, leased, rented or exchanged within 120 days (days/months) from the expiration date noted in item 1 above to any person or entity with whom Broker has shown or negotiated during the term, hereof, and of whom owner has had written notice, Owner agrees to pay Broker as stated above, except that no sales fee shall be paid Broker if this property is sold or exchanged after the expiration date by another licensed real estate broker then holding a bonafide exclusive listing therein. Broker agrees it will not receive commission if property is sold by or to the attached names for a period of 30 days from commencement of this agreement. Owner to provide names to broker prior to start date
- Appointment of Licensees.** Seller agrees to delegate to using agent the authority to appoint other licensees within the brokerage to represent Seller's interest. If an appointment is made Seller will be notified at the time of the appointment. Seller has the right to veto the appointment of any other licensee.
For Dual Agency, Please attach the Exclusive Right to Sell Addendum
- Owner Also Consents.** In the event of a sale or exchange of the property Owner agrees to: Limited warranty
(a) Furnish a title policy, showing good and marketable title to said property and convey title with full covenants ~~or warranty~~ and release of dower.
(b) Convey a marketable title by good and sufficient Deed of ~~General Warranty~~ or Fiduciary Deed if that is my capacity with all dower rights released. Limited warranty
- Disclosure of Defects.** Owner, unless exempt, agrees to complete a property disclosure statement concerning the condition of the property.
- Multiple Listing Service.** Owner hereby authorizes Broker to provide all information relating to this property and this agreement to CRIS or any other multiple listing service to which Broker may belong. Owner agrees to hold Broker harmless from any and all claims resulting from inaccurate information provided by Owner. It is understood that the CRIS MLS exists to benefit its members. Seller authorizes and directs Broker to advertise the listing, to list the property in the MLS subject to the Rules and Regulations of the MLS, to provide timely notice of status changes of the listing to the MLS, and to provide sales information including selling price to the MLS upon sale of the property. Broker is further authorized to place information about the Real Estate in any other informational service medium to advertise and promote the sale of the Real Estate. Seller gives consent to CRIS brokers to include information regarding the Real Estate in their advertising according to State of Ohio regulations and CRIS MLS rules through internet web sites. The history of listings via the informational service medium currently in use is available to others. Neither CRIS nor the Broker has responsibility or liability for the dissemination of such information. Seller warrants this Listing Contract and associated worksheets, to the best of Seller's knowledge, to be correct and accurate. As a result, by agreeing to list with the CRIS MLS, you grant permission to CRIS and Broker to use this information, as they deem appropriate in their sole discretion.
- Signs and Access.** Broker is hereby authorized to place a "For Sale", "For Lease", or "For Exchange" sign on said property where appropriate and to remove all other signs. All agents and brokers authorized by Owner shall have access to the property at all reasonable times for the purpose of showing it.
- Lock Box.** At Broker's discretion, a lock box may be placed on the property for purpose of permitting key entry to the property. This entry will be permitted of Broker's agents, cooperating agents, and others such as inspectors or appraisers where entry is necessary to complete a sale and/or lease.
- 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, 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.

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.

Summit County

Print Seller's Name

Date

Signature of Sellers
_____ Date

In consideration of the above grant, I or we agree to use my or our efforts to find a purchaser and to file the above described property with the Centralized Real Estate Information Services, Inc.

Print Seller's Address

City State Zip

BHHS Simon & Salhany Realty, Inc
By _____
Date _____
Paul Simon
dotloop verified
11/14/19 8:50 AM EST
THH-HKNF-DAWQ-NELL

EXHIBIT B

CONSUMER GUIDE TO AGENCY RELATIONSHIPS Berkshire Hathaway Home Services Simon and Salhany Realty, Inc.

We are pleased you have selected BHHS Simon & Salhany Realty to help you with your real estate needs. Whether you are selling, buying or leasing real estate, BHHS Simon & Salhany Realty can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may also offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage that represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agent become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working With BHHS Simon & Salhany Realty

BHHS Simon & Salhany Realty does represent both buyers and sellers. When BHHS Simon & Salhany Realty lists property for sale all agents in the brokerage represent the seller. Likewise when a buyer is represented by a BHHS Simon & Salhany Realty agent, all of the agents represent that buyer. Therefore, when a buyer represented by a BHHS Simon & Salhany Realty agent wishes to purchase property listed by our company, the agent(s) involved act as dual agents. This is true whether one agent is representing both parties or two separate agents are involved.

In the event that both the buyer and seller are represented by BHHS Simon & Salhany Realty agents these agents and BHHS Simon & Salhany Realty will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties BHHS Simon & Salhany Realty have listed. In that instance BHHS Simon & Salhany Realty will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

BHHS Simon & Salhany Realty does offer representation to both buyers and sellers. When BHHS Simon & Salhany Realty lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. BHHS Simon & Salhany Realty does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because BHHS Simon & Salhany Realty shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead that company will be looking out for the buyer and BHHS Simon & Salhany Realty will be representing your interests. When acting as a buyer's agent, BHHS Simon & Salhany Realty also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

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 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, 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.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Doing so will not obligate you to work with our company if you do not choose to do so.

Name _____ (Please Print)
Signature _____ Date _____

Name _____ (Please Print)
Signature _____ Date _____

