

GREAT CHOICE REALTY, LLC  
EXCLUSIVE RIGHT TO SELL AGREEMENT

- 1) In consideration of the services to be performed by Great Choice Realty, I hereby grant to Great Choice Realty the sole and exclusive right to sell my real property on the following terms and conditions:

Property Address: \_\_\_\_\_ City: \_\_\_\_\_,  
Ohio Zip: \_\_\_\_\_ Permanent Parcel #(s) \_\_\_\_\_,  
Listing Price\$ \_\_\_\_\_ month term: From \_\_\_\_\_

through midnight on \_\_\_\_\_. During the listing term if SELLER obtains an offer to purchase the property at the listing price or if the property is sold or exchanged at any price and upon any terms to which I may consent without the involvement of an outside real estate company, I agree to pay Great Choice Realty for their assistance as a Dual Agent and facilitating the sale this property a commission of \_\_\_1\_\_\_% of the total purchase price. If an outside real estate company represents the buyer, SELLER agrees to pay buyer's Real Estate Company a \_\_\_3\_\_\_% commission on first \$100,000 and a \_\_\_2\_\_\_% commission on sales price over \$100,000. When the buyer is represented by an outside real estate agency, SELLER agrees to pay Great Choice Realty a \_\_\_1\_\_\_% commission on the first \$100,000 and a \_\_\_2\_\_\_% commission on all values over \$100,000. When Great Choice Realty represents the Buyer, total commission paid by SELLER may not exceed \_\_\_4\_\_\_% of the total purchase price. I also agree that such a commission shall be paid if the property is sold or exchanged by me or through another real estate company within six (6) months following the term of this Agreement or any extensions thereof to anyone to whom Great Choice Realty or its cooperating broker have submitted the property and of whom I have received notice. This exclusive Exclusive Right to Sell 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. If referral fees are applied, commissions are increased to cover all referral fees.

- 2) I understand and agree that Great Choice Realty agents will be acting solely and exclusively for my best interest. I consent to my agent utilizing other Great Choice Realty agents to act on my behalf. SELLER may host any open house without further written approval during the term of this agreement or any written extensions. I understand that other agents licensed with Great Choice Realty may be working as Buyer's agent and may show my property and be involved in the sale if their Buyers are interested in purchasing my property. I understand and agree that Great Choice Realty will not share confidential information without my consent. Confidential information includes all information that I direct to be kept confidential. I acknowledge and agree that confidential information will not include information that is public record, information authorized by client to disclose or information sent or received via fax or electronic mail. I agree that any information Great Choice Realty and its agents learn from a previous or current agency relationship with another party cannot be shared and will be kept confidential. Other than the minimum amount of money that you would accept for the property please list any other information that you request to be kept confidential:

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- 3) Great Choice Realty shall also permit the property to be shown by buyers' broker, and in its sole discretion, may pay a part of the above commission to such Buyers' broker. Great Choice Realty is authorized in its sole discretion to determine with which brokers it will cooperate and the amount of commission that it will offer cooperating brokers in the sale of the property. Seller acknowledges that the commission offered to such cooperating brokers may vary from broker to broker.

(check if applicable) \_\_\_\_\_ seller's initials) I acknowledge and agree that my agent listed below is a licensee and will become a limited dual agent on my behalf and for the Buyer if my property is sold through another Great Choice Realty Sales Associate.

- 4) I agree to immediately refer to Great Choice Realty all prospective Buyers or brokers who contact me for any reason and to provide Great Choice Realty with their names and addresses. Great Choice Realty is authorized in its sole discretion to place a sales sign on the property, if permitted 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 perspective Buyers, to cooperate with other brokers and to use pictures of the same promotional purposes. The property shall be entered into the multiple listing service subject to the rules and regulation of that service.
- 5) During the term of this listing agreement and any extension, Seller allows Great Choice Realty the sole and exclusive right to publish and to provide to others the right to publish any and all descriptive information about the property including but not limited to text, video, audio, photographic and electronic descriptions. SELLER authorizes Great Choice Realty to have interior and exterior photographs of the property taken and have the photographs digitized, reproduced, published, transmitted, and disseminated and displayed in any form or manner, including without limitation, in and through the computerized Multiple listing Service (MLS) as well as any other use, media, or means to aid in the sale or rental of SELLER'S property. SELLER agrees to waive and releases Great Choice Realty, sales associates, MLS, from any responsibility or liability concerning any Photographic Services, any photograph or the use, distribution or display of any photographs in any form, media or manner.
- 6) I have been given written information about fair housing laws. It is agreed that both Great Choice Realty and I will comply with all applicable Federal, State and local Fair housing laws and that the property will be offered without discrimination on the basis of race, color, religion, sex, ancestry, disability, familial status or national origin.

It is illegal, pursuant to the Ohio fair housing law, division (H) of the section 4112.02 of the revised code and the federal fair housing law, 42 U.S.C.A. 3601, to refuse to negotiate for the sale of or the rental of housing accommodations or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, disability, or national origin; or to so discriminate in adverting the sale or rental of the housing, in the financing of housing, or in the provision of real estate brokerage services. It is illegal for profit to induce or attempt to induce a person to sell or rent a dwelling by representative regarding the entry into the neighborhood of the person or persons belonging to the protected classes. "Blockbusting" is the illegal, discriminatory practice of real estate agents preying upon the racial (or other prohibited) fears of owners in a given neighborhood to obtain a listing and often results in panic selling by owners in that neighborhood. Such practice is illegal under Federal and Ohio law.

- 7) I agree to provide a limited home warranty program from HMS Home Warranty at a charge of \$ \_\_\_\_\_ plus options, if any. I acknowledge that the home warranty program is a limited warranty with a deductible. I understand that the coverage is effective either during the term of the listing contract or at closing whichever I decide. I acknowledge receipt of the application for such home warranty program. I understand that Great Choice Realty and my agent will receive compensation from HMS for the sale of the policy.
- 8) Items such as wall-to-wall carpeting, garage door openers, smoke detectors, built-in appliances, light fixtures, landscaping and many indoor and outdoor decorative items may legally be "fixtures" and if so they must remain with the house unless specifically excluded in the Purchase Agreement. Discuss this matter with your Great Choice Realty agent and specify these items in The Purchase Agreement.
- 9) I understand that the information, which I provide to Great Choice Realty as listing information, will be used to advertise my property to the public and it is essential that the information be accurate. I have reviewed the MLS listing input sheet and the residential property disclosure form and represent that the information contained on these documents is true and accurate to the best of my knowledge. Though I am listing my property in its present physical condition ("As Is" condition), I understand that I may be held responsible by a Buyer for any latent or hidden, undisclosed defects in my property which are known to me but which are not disclosed to the Buyer at time of sale. When required by law or requested by Great Choice Realty I agree to complete the Lead-Based Paint Disclosure Form and disclose any knowledge I have regarding the presence of lead-based paint and lead-based paint hazards in the property. I understand that the MLS input sheet, the Residential Property Disclosure form and the Lead-Based Paint Disclosure Form (if applicable) are a part of this Exclusive Right To Sell Agreement and these documents will be shared with prospective Buyers and any persons or entities who request a copy in connection with the anticipated or actual sale of the property. I am aware of no other problems or defects in the property, except as stated on these disclosure forms. I agree to indemnify and hold Great Choice Realty and its agents harmless from any and all claims and/or damages made by the buyer of this property for any errors or omissions I have made on the MLS printout Sheet, the residential property disclosure form and the lead based paint form.

I AGREE TO APPLY FOR AND OBTAIN ANY INSPECTIONS AND/OR CERTIFICATES REQUIRED BY LAW AND TO FULLY COMPLY WITH ANY APPLICABLE POINT OF SALE LAWS OR ORDINANCES.

Is there a former spouse or deceased spouse or other person who was or is a co-owner of the property?  
 YES       NO

I understand that this agreement does not guarantee the sale of my property.

The word "I" in this agreement shall mean all sellers, jointly and severally, who have signed this agreement. I hereby acknowledge receipt of a signed copy of this agreement.

ACCEPTED:

Great Choice Realty Agent \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ FAX \_\_\_\_\_ DATE \_\_\_\_\_

IF SELLER is married both signatures are required

SIGNATURE \_\_\_\_\_ PHONE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT \_\_\_\_\_ ADDRESS \_\_\_\_\_

SIGNATURE \_\_\_\_\_ PHONE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT \_\_\_\_\_ ADDRESS \_\_\_\_\_

SHOWING INSTRUCTIONS: Lockbox  YES     NO

OTHER INFO:

This agreement may be terminated at anytime by the SELLER and automatically continues after the expiration date unless notified by the SELLER.