



EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

The Mansfield Association of REALTORS®



In consideration of services to be rendered by Broker, the undersigned Owner(s) agree to sell through the undersigned Broker the following described real property under the following described terms and conditions:

1. **Property Description:** The property generally known as _____
200 W. Church St., Galion, OH 44833
Parcel ID(s) 19-0054086.000, 19-0054090.000, 19-0054092.000
2. **Listing Price:** Owner offers the Property at a price of \$19,900 on the following terms:
☒ Cash to the seller upon closing; Other ☐
3. **Listing Period:** Owner hereby grants to the Broker the exclusive right to ☒ Sell, ☐ Lease, See attached lease addendum if checked, ☐ Exchange, ☐ Auction, See attached auction addendum if checked, the Property commencing 11/21/2018 through 11:59 PM Mansfield Time 05/21/2019.
It is further agreed that the Broker shall be entitled to the commission if the Property is sold during the existence of this Contract by the Broker, or the Owner, or any other person at any price acceptable to the Owner. The Broker shall also be entitled to a commission if said Property is sold within 90 days from the expiration date hereof to any person (or anyone acting on such person's behalf) with whom the Broker has shown said Property and has given written notice thereof to the Owner. Provided, however, that in the event the undersigned shall list said Property with another real estate Broker during said terminal period, then the Owner shall not be obligated to the undersigned Broker for any commission whatsoever, and the Broker's right to a commission under said terminal clause is waived.
4. **Property Type:** Complete and attach the MLS Data Entry Form for the following property types:
4.1. ☐ Residential, Condominium Addendum 4.2. ☐ Commercial Addendum
4.3. ☒ Vacant Land Addendum 4.4. ☐ Multi-Family Addendum
5. **Brokerage Fee:** Owner hereby agrees to pay the Broker if 1) the Property is Sold, Leased, Exchanged, or Auctioned; or 2) a written offer on the terms provided herein is submitted to the Owner signed by a ready, willing, and able Purchaser or Tenant during the term of this listing on the following schedule of fees:
5.1. **Sale or Exchange:** A commission of 6% w/ \$2,000 minimum of the Selling Price of the Property.
5.2. **Lease:** See attached lease addendum if checked above.
5.3. **Auction:** See attached auction addendum if checked above.
5.4. **Further Terms:** It is further agreed that granting an "option to purchase" or a "lease with option to purchase" will be deemed to be a sale, within the meaning of the granting of an "option to purchase" or leasing of the Property with an "option to purchase" during the listing period. A Lease, occurring during the course of the listing period, will be deemed to be a sale, should a sale be completed after the expiration of the listing. Also, it is further agreed that an exchange of the Property shall be deemed to be a sale and that the Broker will be entitled to the commission, based upon the stated percentage of the fair market value, of the properties exchanged.
- 5.5. **Owner Withdrawal of Listing:** If the Owner withdraws the Property prior to the termination of the listing period, the Owner agrees to reimburse the Brokerage for all out-of-pocket expenses incurred in performing Brokerage services.
6. **Marketable Title:** Owner agrees, in the event of a sale or exchange, to furnish satisfactory evidence of a marketable title to the Property and convey the Property to be transferable and recordable as a General Warranty deed with release of dower, if any, or fiduciary deed as appropriate.
7. **Prorations:** Rent, current installment of taxes, assessments, and fees to be adjusted pro-rata at closing unless otherwise arranged.
8. **Sign Placement:** Owner hereby authorizes Broker to place marketing sign(s) on the Property and to remove all other marketing signs. ☒ Yes ☐ No
9. **Lockbox:** Owner hereby authorizes Broker to place a lockbox on the Property. ☐ Yes ☒ No
10. **Exclusions:** All items attached to the Property stay except: [None if Left Blank] _____

Initials: Owner(s)
11/19/18
3:51 PM EST
dotloop verified

Page 1 of 2

Initials: Agent
11/19/18
3:45 PM EST
dotloop verified

Property Address: 200 W. Church St., Galion, OH 44833

11. **Included in the Sale:** The Real Estate shall include the land, together with all improvements thereon, all appurtenant rights, privileges, and easements: [None if Left Blank] _____

12. **Owner Acknowledgements:** The Owner acknowledges receipt of a copy of the foregoing Contract and certifies that the Property is under the management and control of the undersigned, the Owner of said Property or the duly authorized Agent of the Owner.

12.1. Said Property will be placed in the Multiple Listing Service, can be placed in all media, and will be made available for showing at all reasonable times for Broker, Agents, and cooperating Brokers upon appointment by Brokerage or Owner.

12.2. Owner acknowledges that Broker is relying on all information provided herein and agrees to indemnify and hold Broker, Agents, and cooperating Brokers harmless from any claims, demands, damages, suits, liabilities, cost, and expenses (including reasonable attorney fees) arising out of any misrepresentation made herein by Owner or because of concealment by Owner.

12.3. Broker is authorized to disclose all information pertaining to the Real Estate to all parties involved with its marketing and/or sale.

12.4. Broker is authorized, at Broker's discretion, to offer sub-agency and/or compensation to Buyer Brokerages.

12.5. 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 (Blockbusting).

13. **Binding Contract:** The parties agree that this Contract, and any executed addendums, constitutes the entire Contract and that no oral or implied agreement exists. This is a legal and binding Contract on all parties hereto including their heirs, legal representatives, successors, and assigns. Any amendments to this Contract must be made in writing, signed by all parties, and copies shall be attached to all copies of this original Contract. It is recommended that all parties seek legal counsel before signing this Contract.

14. **Further Conditions:** [None if Left Blank] _____

15. **Facsimile Signatures:** Facsimile signatures shall be sufficient unless a third party requires originals.

16. **ACCEPTANCE:** We the undersigned do hereby acknowledge receipt and accept the terms of this Listing

Contract dated this 21st day of November, 2018.

James Grubbs Jr.

Signature of Owner

dotloop verified
11/19/18 3:51 PM EST
GODX-DIMI-BZIZ-PXJC

Nicole D. Miley

Signature of Agent

dotloop verified
11/19/18 3:45 PM EST
JDYS-GYGD-OCUB-23C9

Signature of Owner

Craig A. Miley Realty & Auction
Brokerage

419-468-3432 X 11001
Owner's Phone No.

470 Portland Way N., Galion, OH 44833
Owner's Address

grubbs.james@galionschools.org
Owner's E-Mail Address

cmiley@rroho.com
Agent's E-Mail Address

17. Owner(s) must give permission for their name(s) to appear in the M.L.S. and in any material sent out to the public by the Listing Agent and their Broker. ☒ I/We Agree ☐ I/We Do Not Agree

Signature(s) of Owner(s): *James Grubbs Jr.*

dotloop verified
11/19/18 3:51 PM EST
CBOL-6OSH-ENBT-HAMI