

Residential Property Exclusive Right to Sell Agreement

3866891 (2900)

- 3. Protection Period: Seller agrees to refer to Broker all real estate licensees, customers, or prospects who may come to Seller directly during the Exclusive Period or any extension thereof. In the event of any sale or exchange of the Property within six (6) months after the Exclusive Period (or any extension thereof) has expired, it is further agreed that the Seller will pay the commission described above if the Purchaser has contact with Broker, or any real estate licensee regarding the purchase of the Property during the Exclusive Period (or any extension thereof), and Seller knew or has been advised in writing of such contact. However, Seller shall not be obligated to pay said commission if Seller enters into a written exclusive right to sell agreement with another real estate Broker during such six month Protection Period.
- 4. Authorization to Market: Broker is authorized, at its sole discretion, to place a for sale sign on the property, if permitted by law, to remove all other such signs, to place a lock box 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 use photos of same for promotional purposes. The property shall be entered into multiple listing services subject to the rules and regulations of that service.
- 5. 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. Section 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 to make unavailable housing accommodations because of race, color, religion, sex, familial status, as defined in Section 4112.01 of the Revised Code, ancestry, handicap, 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.
- 6. Seller's Property Description: I understand that the information which I provide to the Broker as listing information will be used to advertise my property to the public and it is essential that this information be accurate. I HAVE REVIEWED THE MLS LISTING INPUT SHEET (OR MARKED UP PREVIOUS MLS PRINT OUT) AND REPRESENT THAT THE INFORMATION CONTAINED IN IT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. Though I am listing my property in its present condition ("as is" condition), I understand that I may be held responsible by a Purchaser for any latent or hidden undisclosed defects in my property which are known to me but which are not disclosed to the Purchaser at the time of sale. I have completed the "RESIDENTIAL PROPERTY DISCLOSURE FORM." I understand that the Disclosure and its contents will be shared with prospective Purchasers and with any person or entity in connection with the actual or anticipated sale of this property. I further agree to disclose any additional items, which may become known to me, prior to recording the deed. I understand that if prior to the acceptance of a purchase agreement, I do not provide said "RESIDENTIAL PROPERTY DISCLOSURE FORM" to the Purchaser, then the Purchaser may terminate the purchase agreement without penalty. I AM AWARE OF NO OTHER PROBLEMS OR DEFECTS IN THE PROPERTY, EXCEPT AS STATED WITHIN THE RESIDENTIAL PROPERTY DISCLOSURE FORM.

7.	Title: Title will be co title search and the pr except for allowable of garage door openers, any, may legally be ". Discuss this matter w property and make sp	emium for an Overceptions appears smoke detectors, fixtures" and, if s ith your agent/Br	vners Policy or ring in the Pu built-in appli o, they must oker to avoid	of the Title Insurant rehase Agreement lances, light fixture remain with the pro- uncertainty regard	ce issued in the Appurtenant F s, landscaping a operty unless spe ling what you m	amount of the ixtures: Ite nd many income in	e purchas ms such a loor and o cluded in t what shou	ie price insures wall-to-wa outdoor deco the Purchase ld remain w	ring title all carpeting, rative items, if : Agreement.
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8.	Home Warranty: I a	s options, if any.	∠not to pr I understand	ovide a limited hor I a broker or agent	ne warranty pro may be compen	gram from _ sated if I off	er or pay	for a home v	at a
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	said document(s) in expense to Subagent or Buyer prospective buyer of agent of Broker. Brok Lead Based Paint Direquired (a) to provide purchaser the presence the purchaser any additional fermation and disched Broker hamiless again requirements.	and Dual Agents offer compensation is agents. Owner the Property is re- ter will be considered in the Purchase to the Purchase to fany known le inional information in addition, of the preserver for the preserver to the preserver described a test any claims, da	: Owner author in accordants received by ered a "dual a has been adar a federally a ead based pelon, records or owner must pence of lead but of Propert bove. Owner mages, losse	orizes Broker to li- nce with Broker's of Broker's written di Broker, or any oth- ngent" (that is agen- rised that if the Pro- npproved lead haza- nt and/or lead base- reports in Owner', rovide to Purchase ased paint and/or i- y shall include an a- r agrees to comply	at the Property in company policy, sclosure of its or agent of Broke tof both Owner perty contains had information pd paint hazards possession or a ra 10-day opposed based paint ittachment contains with these requireding attorney's	any Multip which is to empany poli- er, or if the p and Seller). ousing cons- samphler; (b) on the Prope vailable to (ctunity to con- hazards, unli- ining a Lead- irements and fees, arising	le Listing offer	Service. Ov 2 Motifs a buyer is ar fore 1978 O sing to Brok b) to provide taining to leak assessment by the pure Statement a mity, defendance's violation	wher some station whips. If a employee or wher is er and the to Broker and ad based paint at or chaser in us well as the land hold on of these
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OFFICE: REALTY TRUST SERVICES, LLC, 29550 Detroit Road, Suite 102, Westlake, OH 44145
COMPANY LICENSE NUMBER: REC.2009001863 MANAGER BROKER: ANDREW W MORRIS NUMBER: 440-427-0123

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT IF YOU HAVE ANY QUESTIONS OF LAW, CONSULT YOUR ATTORNEY.





AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Promerty Address: 620 0948 medinal 04 44256 Buyer(s): Seller(s): L TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES The buyer will be represented by AGENT(S) The seller will be represented by AGENT(S) II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply: work(s) for the buyer and ☐ Agent(s) work(s) for the seiler. Unless personally Agent(s) involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. D Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain: Agent(s) Chaistophea Raylon and real estate brokerage kealty test Seavices will be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family of business relationship with either the buyer or seller. If such a relationship does exist, explain: ☐ represent only the (check one) ☐ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client. CONSENT I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form. close land LLC DATE SELLER/LANDLORD SELLER/LANDLORD BUYER/TENANT

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested,

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce Division of Real Estate & Professional Licensing

77 S. High Street, 20th Floor Columbus, OH 43215-6133

(614) 466-4100



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Mike Kovack Medina County Auditor

144 N. Broadway St, Medina, OH 44256 Medina: (330) 725-9754 Toll free: (844) 722-3800, ext. 9754

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Additional Links:

Story Height

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Second Floor Area

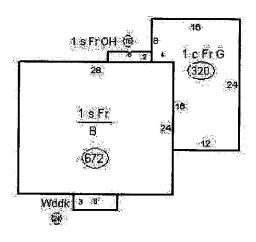
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Legal	Bid	Notices
Other	Aud	litors

	Medina County F
Exterior Walls	Siding-Wide
Fireplace Openings	0
Heating	Central Warm Air
Central Air	No
Full Baths	1
Half Baths	0
Bedrooms	2

Upper Floor Area	0
First Floor Area	688
Basement	Full Basement
Basement Area	672
Wood Deck Area	24
Garage Area	320

Dwelling Sketch - Card Number 001



Sketch Codes Key