



**EXCLUSIVE RIGHT TO SELL/LEASE AGREEMENT
(COMMERCIAL)**

- 1. In consideration of the services to be performed by RE/MAX Crossroads, I hereby grant to RE/MAX Crossroads the sole and exclusive right to sell/lease or exchange by real property on the following terms and conditions:

Property Address: 8051 BROOKSIDE DR.
Permanent Parcel No(s): 281-22-021 City OLMSTED FALLS,
Ohio, Zip: 44138 Listing Price/Lease Amount: \$ _____
This Agreement will last for a period of 360 DAYS beginning _____
through midnight on _____, _____ . Currently Zoned: _____

- 2. If during the listing term or any written extension, RE/MAX CROSSROADS obtains an offer to purchase/exchange the property at the listing price or if the Property is sold or exchanged at any price and upon my terms to which I may consent, SELLER hereby agrees to pay the Brokerage a fee of \$250 and 7 % of the selling price of said property, if the property is (1) sold or exchanged or (2) an acceptable written offer is submitted to the SELLER signed by a ready, willing and able BUYER during the term of this listing or any written extension. SELLER shall pay BROKER at the time of closing.

If during the listing term or any written extension RE/MAX CROSSROADS obtains an offer to lease the property at the lease price or upon any terms to which I may consent, SELLER hereby agrees to pay the Brokerage a fee of N/A of the gross rent due during the lease term and a fee of N/A of any renewal option(s) exercised by BUYER if the property is (1) leased or (2) an acceptable written offer to lease is submitted to the SELLER by a ready, willing, and able BUYER on the date that the tenant takes possession of the Property.

I also agree that such a commission shall be paid if the property is sold/leased 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 of whom RE/MAX CROSSROADS or its cooperating broker have submitted the property and of whom I have received notice.

- 3. I HAVE READ RE/MAX CROSSROADS AGENCY POLICY ON THE REVERSE SIDE OF THIS AGREEMENT AND AGREE THAT THE PROVISIONS OF THAT POLICY ARE A PART OF THIS AGREEMENT. I CONSENT TO RE/MAX CROSSROADS AND ITS SALES ASSOCIATES ACTING IN ACCORDANCE WITH THAT POLICY. I AM AWARE THAT I CAN RECEIVE A MORE DETAILED COPY OF RE/MAX CROSSROADS AGENCY POLICY FROM MY AGENT UPON REQUEST.

4. I understand and agree that my RE/MAX CROSSROADS agent listed below will be acting solely and exclusively in my best interest. I consent to my agent utilizing other RE/MAX CROSSROADS agents to act on my behalf without further written approval during the term of this agreement or any written extension. I understand that I have the right to cancel or veto my listing agent's appointment of other RE/MAX CROSSROADS Associates to act on my behalf. I understand that other agents licensed with RE/MAX CROSSROADS may be working as BUYER's agents and may show my property and be involved in the sale/lease if their BUYER's are interested in purchasing/leasing my property. I understand and agree that RE/MAX CROSSROADS will not share confidential information without my consent. Confidential information includes all information that I direct to be kept confidential, all information that is required by law to be kept confidential or that if disclosed, would have an adverse effect on my position in the real estate transaction except to the extent that my agent is required by law to disclose such information. I acknowledge and agree that confidential information will not include information that is public record, authorized by client to disclose or information sent or received via fax or electronic mail. I agree that any information RE/MAX CROSSROADS and its agents learned 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: _____.
5. RE/MAX CROSSROADS shall also permit the property to be shown by BUYER's brokers, and in its sole discretion, may pay a part of the above commission to such BUYERS' brokers. RE/MAX CROSSROADS 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/lease 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 management level licensee and will become a limited dual agent on my behalf and for the BUYER if my property is sold/leased through another RE/MAX CROSSROADS Sales Associate.
6. I agree to immediately refer to RE/MAX CROSSROADS all prospective BUYERS or brokers who contact me for any reason and to provide RE/MAX CROSSROADS with their names and addresses. RE/MAX CROSSROADS is authorized in its sole discretion, to place a For Sale/Lease 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 prospective BUYERS, to cooperate with other brokers and to use pictures of same for promotional purposes. The property may be entered into a multiple listing service subject to the rules and regulations of that service.
7. During the term of this agreement and any extension, SELLER grants to RE/MAX CROSSROADS the sole and exclusive right to publish and to grant 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 Sales Associate to have interior and exterior photographs of the property taken (the "Photographic Services") and have such photographs (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 same or rental of SELLER's property. SELLER hereby waives, acquits and forever releases Sales Associate and RE/MAX CROSSROADS, MLS and their shareholders, officers, directors, employees and representatives 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.

8. I WILL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS. THE PROPERTY WILL BE OFFERED WITHOUT DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, ANCESTRY, DISABILITY, FAMILIAL STATUS OR NATIONAL ORIGIN.
9. I understand that RE/MAX CROSSROADS is relying upon the information I provide and that the 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 AND REPRESENT THAT THE INFORMATION CONTAINED ON THIS DOCUMENT 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/lease. When required by law or requested by RE/MAX CROSSROADS, 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 and the Lead-Based Paint Disclosure Form (if applicable) are a part of this Exclusive Right To Sell/Lease Agreement and that 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/lease of this 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 RE/MAX CROSSROADS AND ITS AGENTS HARMLESS FROM ANY AND ALL CLAIMS AND/OR DAMAGES MADE BY THE BUYER OF THIS PROPERTY FOR NON-DISCLOSURE OR MISREPRESENTATION OR FOR ANY ERRORS OR OMISSIONS I HAVE MADE ON THE MLS PRINTOUT SHEET AND THE LEAD BASED PAINT FORM.
10. 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/LEASE LAWS OR ORDINANCES REGARDING THE CONDITION OF THIS PROPERTY.
11. I understand that this agreement does not guarantee the sale/lease of my property.
12. 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.
13. SELLER represents that SELLER is legally entitled to sign this Agreement and to convey the Property and all improvements. SELLER represents that he/she is financially able to sell and convey this property free and clear of all liens and encumbrances and to fully satisfy the commission obligation at the time of title transfer.

ACCEPTED:

BY: _____
Please sign

PHONE: _____

OFFICE: _____

FAX: _____

ADDRESS: _____
If SELLER is married both signatures are required.

DATE: _____

SELLER: _____
Please Print *Date*

PHONE: _____

SELLER: _____

PHONE: _____

MAILING ADDRESS: _____
Please Print *Date*

If SELLER is a Corporation/Partnership, capacity of signature must be specified.

SELLER: _____ **Its:** _____

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



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

RE/MAX Crossroads Properties

We are pleased you have selected RE/MAX Crossroads Properties to help you with your real estate needs. Whether you are selling, buying or leasing real estate, RE/MAX Crossroads Properties 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 that agents can offer and their options for working with you:

Representing the 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 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 represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any 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 confidentiality of all parties.

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

Working With RE/MAX Crossroads Properties

RE/MAX Crossroads Properties does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but RE/MAX Crossroads Properties and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. RE/MAX Crossroads Properties will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, that agent and RE/MAX Crossroads Properties will act as a dual agent but only if both parties agree. As a dual agent, 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 would 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 that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties RE/MAX Crossroads Properties has listed. In that instance, RE/MAX Crossroads Properties 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

When RE/MAX Crossroads Properties lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. RE/MAX Crossroads Properties 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 RE/MAX Crossroads Properties shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and RE/MAX Crossroads Properties will be representing your interests. When acting as a buyer's agent, RE/MAX Crossroads Properties 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

Ohio Revised Code 4735.55

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, 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.

(Effective 9/29/2011)

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 to acknowledge receipt of this consumer guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)

Name (Please Print)

Signature Date

Signature Date