

Burns Realty Group LLC

EXCLUSIVE RIGHT TO SELL AGREEMENT

1. PROPERTY. Seller hereby grants to Burns Realty Group LLC the Exclusive Right to Sell the real property known as _____
City of _____, Ohio Zip Code _____
Permanent Parcel No. _____ County of _____ for a period of one hundred
eighty (180) days from _____, 20____ up to and including midnight
_____, 20____ for the sum of \$ _____
Dollars, payable in cash or as any other price, terms or exchange to which Seller may consent in writing.

2. COMPENSATION. Seller agrees to pay a commission of Seven percent (7%) or a minimum of \$3,950.00, whichever is greater, of the total purchase price of the sale or exchange. Seller also agrees that such commission shall be paid if the property is sold or exchanged within one hundred eighty days following the term of the Agreement or any extensions thereof to any parties to whom Burns Realty Group LLC has been submitted the property. Seller agrees to immediately refer all prospective Buyers or Brokers who contact the Seller for any reason and to provide Burns Realty Group LLC with their names, addresses and phone numbers.

3. FEES TO BUYERS' AGENTS AND DUAL AGENTS. Seller authorizes Broker to list the Property in any Multiple Listing Services. Seller authorizes Broker to compensation in accordance with Broker's company policy, which is to offer compensation to: (check if applicable)

Disclosed Dual Agent Compensation Amount _____
 Buyer Brokers Compensation Amount _____
(state compensation as dollar amount or percentage of sale price)

Seller (check one) has has not received Broker's written disclosure of its company's policy on agency relationships. If a prospective Buyer of the Property is represented by Broker, or any other agent of Broker, or any other agent of Broker, or if the prospective buyer is an employee or agent of Broker, Broker will be considered a "dual agent" (that is agent of both Seller and the Buyer) in the transaction. If this situation arises, Seller is willing to permit Broker's dual agency role, subject to Seller's approval of a dual agency consent agreement in accordance with Ohio law setting forth the rights and obligations of the parties.

4. 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.

5. SIGN/LOCKBOX. Burns Realty Group is authorized to place a "For Sale" sign on the property, if permitted by law, to remove all other such signs, to have access to the property at all reasonable times for the purpose of showing it to prospective Buyers; to cooperate with all Brokers; to enter the property in any Multiple Listing Service, subject to the rules and regulations of that Service and to use pictures of the same for promotional purposes. To facilitate the sale of the property, Seller authorizes placing a lockbox on the premises at any time during the term of this listing agreement. Such lockbox shall be used to hold the key for entrance to the property. Seller releases Burns Realty Group LLC, the Northeast Ohio Real Estate Exchange, and any Brokers assisting in the sale of said property from all liability for loss or damage of any kind resulting from use of said lockbox or the use of the key to be placed therein.

6. CONDITION. Though Seller is listing the property in its present physical "as is" condition, Seller is responsible to the Buyer for any latent or hidden defects in the property which are known and have not been disclosed to the Buyer. Seller hereby authorizes Burns Realty Group LLC to disclose to all prospective Buyers all conditions of the property, including defects, which may not be obvious upon reasonable inspection and which may be material to the prospective Buyer's decision to purchase said property.

Seller Initials _____ / _____

7. DISCLOSURE. Seller agrees to execute the following required addenda:

A.) Lead Based Paint Disclosure/ B. Residential Property Disclosure Form
Seller understands that the information provided at the time of listing the property will be used to advertise the property to the public and it is essential that this information be accurate. Seller agrees to immediately contact Burns Realty Group LLC in writing with any changes to the condition of property, as disclosed in the aforementioned Residential Property Disclosure Form, and agrees to immediately execute an updated notice of said changes.

8. APPURTENANT FIXTURES. 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 property unless specifically excluded in the Purchase Agreement. Discuss this matter with your agent/broker to avoid uncertainty regarding what you may take and what should remain with the property and make specific provisions for these items in the Purchase Agreement. Excluded fixtures: _____

9. HOME WARRANTY. Seller agrees ___ to provide ___ not to provide a limited home warranty program from _____ at a charge of \$_____ plus options, if any. Seller acknowledges that the home warranty program is a limited warranty with a deductible. Seller acknowledges receipt of the application for such home warranty program. Seller further acknowledges that Burns Realty Group LLC will receive a fee in consideration for the taking and processing of this home warranty application (fee is included in the plan cost).

10. MUNICIPAL REQUIRED INSPECTIONS. Seller agrees to apply for and obtain any inspections and/or certificates required by law and shall place said document (s) in escrow. The responsibility for curing said violations shall be assumed by the ___ Seller, ___ Buyer.

11. MORTGAGE INFORMATION. Seller authorizes Burns Realty Group LLC to obtain information relating to any and all mortgages encumbering the property.

FIRST MORTGAGE HOLDER	ADDRESS	LOAN#	PHONE#
SECOND MORTGAGE HOLDER	ADDRESS	LOAN#	PHONE#

12. TITLE. At the time of sale, Seller will convey a marketable title by fiduciary deed or by deed with general warranty covenants with release of dower and will furnish good and sufficient evidence of title as agreed upon in an executed purchase agreement. Is there a former spouse or deceased spouse or other person who was or is a co-owner of the property?
___ Yes ___ No

13. CANCELLATION. The obligations of the Seller are the joint obligations of each person signing this agreement as Seller. Seller hereby agrees to the above terms and conditions and acknowledges that this agreement cannot be cancelled prior to termination of the listing period without the written approval of both parties. An early release of this agreement by the listing broker will be agreed upon only if seller agrees to pay for the cost of all advertising and an early termination fee of \$250.00. A list of all advertising with corresponding costs will be provided by the agent.

14. OTHER.

Seller hereby acknowledges receiving a copy of this agreement, and understands that this agreement does not guarantee the sale of my property.

SELLER (PLEASE PRINT) _____

SIGNATURE _____

SELLER (PLEASE PRINT) _____

SIGNATURE _____

ADDRESS _____
BURNS REALTY GROUP LLC BROKER OR AGENT

PHONE _____ DATE _____
DATE _____