



IF MLS IS TO PROCESS THIS EXCLUSIVE RIGHT TO SELL OR LEASE LISTING CONTRACT FOR YOU, PLEASE COPY AND SEND OR FAX (614/475-4091) THIS BROKERAGE'S COPY TO MLS. THANK YOU.



**EXCLUSIVE RIGHT TO SELL OR LEASE LISTING CONTRACT**

**LAND - MULTI-FAMILY - OFFICE - COMMERCIAL - INDUSTRIAL - BUSINESS OPPORTUNITY**

Adopted by the Columbus & Central Ohio Regional Multiple Listing Service of the Columbus Board of Realtors, Inc.  
Fax: (614) 475-4091

1. APPOINTMENT OF REALTOR: In consideration of the agreement of the Brokerage and Owner as set forth herein concerning the property generally known as 133 Mill Street, Gahanna, Ohio (Formerly Fire Station) with additional land for parking.

Owner and Brokerage agree to the following:

Owner hereby grants to the Brokerage the exclusive right to () sell () exchange () lease said property commencing 6 / 25 / 01 through 6 / 25 / 02. Owner offers said property at a price of \$ terms acceptable to The City of Gahanna on the following terms acceptable to City of Gahanna

Seller further agrees to delegate to listing agent the authority to appoint other licensees within the Brokerage to represent Seller's interest. If an appointment is made, Seller will be notified at the time of the appointment. Seller has the right to veto the appointment of any other licensee.

2. REALTOR'S FEE AND COMPENSATION POLICY:

A. Owner hereby agrees to pay the Brokerage a fee of 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 Owner signed by a ready, willing and able purchaser during the term of this listing.

B. Owner hereby agrees to pay the Brokerage a fee of 7% of the gross rent due during the lease term and a fee of 7% of any renewal option(s) exercised by Lessee if the property is (1) leased or (2) an acceptable written offer to lease is submitted to the Owner signed by a ready, willing and able Lessee.

C. Owner hereby permits Brokerage to offer compensation and to compensate other Brokers as subagents ( Yes ) ( No) or buyer Brokers ( Yes ) ( No ) or tenant-Broker ( Yes ) ( No ) from the fee paid.

3. REALTOR'S COOPERATION POLICY: It is the policy of this brokerage to cooperate with all other Brokerages unless believed NOT to be in the Owner's best interests. Such refusals to cooperate by the Brokerage must be included in the written disclosure of their Brokerage's policy on agency relationships.

4. COMPANY AGENCY POLICY: Owner ( Has ) ( Has Not) received Brokerage's written disclosure of their Brokerage's policy on agency relationships.

5. PROTECTION PERIOD: If the Owner and Buyer (lessee) sign a Purchase Agreement, Option to Purchase Real Estate, or an Agreement to Lease during the term of this Contract, but the closing of the sale (lease) of the Property will not take place until after the original term of this Listing Contract, then Owner's obligation to pay a fee, as stated in this Listing Contract shall be extended to coincide with the closing date. This commission shall be payable in cash at closing or upon full lease execution. In addition, such fee shall be paid if the said property is sold, exchanged, or leased within 180 Protection Period after the expiration of this Listing Contract (or any extension thereof) to any person or entity with whom the Brokerage has had negotiations prior to expiration provided, the Brokerage notifies Owner in writing prior to Listing Contract (or any extension thereof) expiration. However, Owner shall not be obligated to pay Brokerage such fee if Owner enters into a valid listing contract with another licensed real estate Brokerage during said Protection Period.

6. SELLER'S COOPERATION: Owner hereby authorizes Brokerage to place a marketing sign on said property and remove all other "For Sale" and/or "For Lease" signs. Further, Owner authorizes Brokerage and all salespersons and Brokerages authorized by listing Brokerage to have access to the property at all reasonable times for the purpose of showing it.

CONVEYANCE AND STATUS OF TITLE: In the event of a sale or exchange, Owner agrees to furnish satisfactory evidence of marketable title to the property and convey the property by transferrable and recordable warranty deed, with release of dower, if any, or fiduciary deed, as appropriate.

7. DISCLOSURE: Owner specifically acknowledges and understands that where Owner knows of facts materially affecting the value and desirability of the property, whether said facts are readily observable or not, then Owner is under a duty to disclose said facts to the Buyer, Lessee, and Brokerage. If Owner knows of said facts Owner shall set them forth by written document attached to this Listing Contract. Owner has fully reviewed this Listing Contract and the information relative to said property, and Owner warrants to the best of his/her knowledge the accuracy of said information. Owner agrees to indemnify and hold harmless Brokerage and those relying thereon from any and all loss, damages, suits, and other claims including attorney fees and cost of defense resulting from the inaccuracy of said information and from Owner's failure to disclose any facts materially affecting the value or desirability of the property.

9. MLS AUTHORITY: Owner directs Brokerage to immediately submit this Listing Contract to the MLS to be published and disseminated to participants therein. Brokerage is further authorized to place information about the Real Estate in any other informational service medium to advertise and promote the sale of the Real Estate. Owner gives consent to other Brokerages to include information regarding the Real Estate in their advertising, through Internet web sites. The history of listings via the informational service medium currently in use is available to others. Neither the MLS nor the Brokerage has responsibility or liability for the dissemination of such information. Owner warrants this Listing Contract and worksheet, to the best of Owner's knowledge, to be correct and accurate.

10. USE OF LOCKBOX: (Check one) Owner ( authorizes) ( does NOT authorize) utilization of a lockbox system. In this regard, Owner has been informed that through the use of a lockbox system the property may be more readily shown to prospective Buyers, but personal property of Owner may, therefore, be more susceptible to theft or damage. Owner agrees that the lockbox, if utilized, will be for the benefit of Owner and releases Brokerage and those working by or through Brokerage, and Brokerage(s) local Board(s)/Association(s) of Realtors from all liability and responsibility in connection with any loss that may occur. Brokerage advises and requests Owner to safeguard or remove any valuables now located on the property and verify the existence of, or obtain, proper personal property insurance. Should a tenant be in the property, Owner should notify the tenant in writing of the use of a lockbox.

11. 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, ancestry, handicap, 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.

12. AMENDMENTS: This is a legal and binding contract on all parties hereto including their heirs, legal representatives, successors, and assigns. No amendment or alterations in the terms hereof shall be valid or binding unless made in writing and signed by the parties hereto. Further conditions:

13. SIGNATURE(S)/REMARKS: If Owner is composed of more than one person, I/we represent that those not signing, if any, have authorized my/our signing on their behalf. Receipt of a copy of this contract is hereby acknowledged.

Remarks \_\_\_\_\_

Signature \_\_\_\_\_  
of \_\_\_\_\_  
Owner(s) \_\_\_\_\_

Signed this 25th day of June 2001

Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_

Accepted The Robert Weiler Co. Realtors Brokerage  
By \_\_\_\_\_ Salesperson

**EXHIBIT A**