



# Yourigloo Inc. Exclusive Agency Contract – Ohio / SBOR



Listing No. (leave blank) \_\_\_\_\_

Date of Contract \_\_\_\_\_

I/We \_\_\_\_\_ (Owners)

In consideration of your agreement to file and to use your efforts to secure a purchaser for the property

Described as (address) \_\_\_\_\_

Price: \_\_\_\_\_ Terms: Buyer may pay cash or obtain mortgage financing pursuant to the terms of a contract for sale and purchase. Interest on encumbrances, taxes, insurance and rents shall be adjusted and prorated at date of closing. Improvement liens are to be paid by seller. And your further agreement to file it with other REALTORS, real estate brokers and Realtor.com and in further consideration of you paying applicable fee to the appropriate Multiple Listing Service in order to file said property with its members and Realtor.com.

I hereby give you for a period of six (6) months, starting date: \_\_\_\_/\_\_\_\_/\_\_\_\_ to expiration date of \_\_\_\_/\_\_\_\_/\_\_\_\_ or until the property sells from the date of execution, the Exclusive Agency to sell the property at the following price and terms, or any other price. Note: This contract may be cancelled for any reason at no expense to seller in the following manner: Written notice to Yourigloo Inc. explaining the reason for cancellation by fax at 954-421-9892 or send US mail to: Yourigloo Inc. 530 S. Federal Highway, Suite 203, Deerfield Beach, FL 33441

In case a purchaser for the property is secured, the usual and customary practice for title examination, curing title and closing the transaction shall apply. I agree to deliver to the purchaser a good and sufficient general warranty deed, free and clear of all liens and encumbrances of record and those which the purchaser shall assume as part of the purchase price and which are especially detailed above.

### In consideration of the exclusive listing agreement, Yourigloo Inc. agrees:

- To process the seller's property through the MLS (Multiple Listing Service), through Realtor.com, and through the website of our parent Company Yourigloo Inc. a Delaware Corporation. Note: Yourigloo will not be responsible for MLS or Realtor.com inaccuracies or omissions which are out of their control.
- To secure specific information regarding property in conjunction with the Seller.

### In consideration of the above, the seller agrees:

- To allow their property information to be placed on the Realtor MLS (Multiple Listing Service, Realtor.com, Yourigloo.com).
- To pay a \_\_\_\_\_% (note: 3 to 3.5% is recommended depending on area, if left blank 3%) commission to any licensed real estate broker or brokers agent who procures a Buyer. The commission shall be based on the selling price of the property and due and payable at closing.
- REMOVAL OF MLS LISTING AND ALL ASSOCIATED WEBSITES COULD OCCUR: IF you do not return phone calls within 24 hours to a licensed real estate broker or brokers agents in the showing of said property above. Failure to do so will result in REMOVING the listing temporarily off the MLS and all associated websites listing is attached to.**
- To not solicit a licensed real estate agent's buyer who has previously viewed property.
- To "register" all buyers of licensed real estate agents that procures a showing of property.
- To only advertise property at the same agreed upon price as listed with Yourigloo Inc.
- MLS REQUIREMENT - FINES COULD OCCUR IF NOT FOLLOWED: The MLS requires we report the pending sale of a listed property within 48 hours. Therefore, seller agrees to forward a copy of the real estate sales contract and the Yourigloo Contract Pending Form, within 48 hours of the signing of the contract between buyer and seller. ALSO seller agrees to send us a copy of the HUD 1 Settlement Statement within 24 hours of the settlement, whether utilizing the services of a licensed real estate broker OR NOT, by either facsimile or overnight express mail, next day delivery to Yourigloo Inc. The FAILURE to do so may result in a \$250.00 non-compliance administration fee charged to the seller.**
- That if legal recourse arises out of seller's non-performance under this Contract, Yourigloo Inc. will be entitled to recover all fees and commissions, including, but not limited to, reasonable attorney's fees and cost.

### FAIR HOUSING LAW

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, 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.

**Disclaimer:** Yourigloo Inc. does not represent the seller of the property referenced above. Yourigloo Inc. shall not advise or negotiate any seller/buyer transactions. Our only obligation is to provide Multiple Listing Service, Realtor.com and Yourigloo.com website. We do not guarantee the sale of your home. Furthermore, the seller agrees that the responsibility for the care and custody of said property shall not be Yourigloo Inc. and any liability for damages which may occur to said property, including, but not limited to, authorizing access to said property by the use of a keybox, will be incumbent upon the seller.

**The description of the listed property set forth in this agreement is true and correct to the best of the seller's knowledge. If sellers representations are incorrect, seller may be liable for damages and costs.**

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Date Accepted By Realtor \_\_\_\_\_ Broker \_\_\_\_\_ Rev 04/28/03