



**COMMERCIAL/INDUSTRIAL LISTING CONTRACT**  
**Approved for use by Members of the Stark Trumbull Area REALTORS®, Inc.**

1. NAME OF LISTING REALTOR® FIRM

\_\_\_\_\_

2. APPOINTMENT OF REALTOR®: The undersigned Owner hereby employs the undersigned REALTOR® as their exclusive agent for the ☐ sale, ☐ trade, ☐ exchange or ☐ lease (check all that may apply) of the following described Real Estate together with all improvements and fixtures thereon, and with all appurtenant rights, privileges and easements thereto, located in \_\_\_\_\_(City), \_\_\_\_\_(Township), \_\_\_\_\_(County), \_\_\_\_\_ (Ohio) and further described as :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
("Real Estate").

3. REALTOR® ACCEPTANCE: REALTOR® accepts employment and agrees, in consideration Owner's agreement to use their best efforts to sell, trade, exchange or lease the Real Estate.

4. INCLUDED IN THE SALE: The Real Estate shall include, without limitation, the following: all electrical, plumbing, heating and air conditioning equipment, if any, and in addition:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

5. PERSONAL PROPERTY: The following personal property shall be included:

\_\_\_\_\_  
\_\_\_\_\_.

6. OWNER'S CERTIFICATION: The Real Estate is zoned \_\_\_\_\_ and is / is not (circle one) located in a flood plain. Owner further certifies that there presently exist no defects or conditions known to Owner which would adversely affect or materially impair the fitness of the Real Estate for the purpose of its current use which is \_\_\_\_\_ except the following:

\_\_\_\_\_  
\_\_\_\_\_.

Owner agrees to disclose to REALTOR® and Purchaser any and all information which Owner has regarding defects, adverse conditions, and the presence and location of asbestos, lead paint, PCB transformers, and any other toxic, or contaminated substances and/or underground storage cans on or about the property (ENVIRONMENTAL INSPECTION MAY BE THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES)

7. PRICE: The purchase, trade, or exchange price for the Real Estate shall be \$\_\_\_\_\_ payable as follows:

\_\_\_\_\_  
\_\_\_\_\_.

8. LEASE: If the Real Estate shall be leased, the amount of rent and term of the Lease shall be:

\_\_\_\_\_.

DEED, CLOSING, AND POSSESSION: AT CLOSING, if the Real Estate is sold, traded or exchanged, Owner shall convey marketable title by ☐ general ☐ limited warranty deed, or ☐ fiduciary deed, (CLOSING SHALL BE DATE OF DELIVERY OF DEED; DELIVERY OF DEED TO BE DEFINED AS DATE OF COMPLETED SETTLEMENT STATEMENT) Possession shall be given, subject to tenant's rights, if any, upon CLOSING, unless otherwise agreed to in writing.

\_\_\_\_\_ (date)

\_\_\_\_\_ (date)

9. EVIDENCE OF TITLE: Owner will furnish an Owner's policy of title insurance, showing good and marketable title to the Real Estate and convey title with covenants of warranty as indicated and release of dower, if any; the costs for title policy shall be borne as agreed between Owner and Purchaser.
10. PRORATIONS: Owner shall pay all taxes and assessments which are owing, including delinquencies and penalties, prorated to date of settlement statement, and utilizing a 365 day prorate basis. Proration shall be based upon the last available, current tax duplicate. In the event that the Real Estate shall be subject to agricultural tax recoupment, payment of such recoupment shall be as agreed between Owner and Purchaser. Utilities shall be borne by Owner to the later of the date Owner vacates the Real Estate or settlement statement. All rents and other operating income and expenses shall be prorated to date of closing. Transfer of security deposits shall take place at closing.
11. REALTOR®'S FEE: In consideration of REALTOR®'s efforts and services to procure a Purchaser or Tenant for the Real Estate,
- A. Owner agrees to pay REALTOR® at CLOSING a commission of \_\_\_\_\_% of the purchase price, trade or exchange value, for which the Real Estate may be offered for sale or exchanged by REALTOR®. The commission shall be deemed earned when a binding contract for sale or exchange has been fully executed and/or when REALTOR® has produced a Purchaser, ready, willing and able to purchase the Real Estate pursuant to the terms of this Contract.
- B. At the time of execution of an agreement to lease the Real Estate during the term of this Contract, Owner agrees to pay REALTOR® a commission of \_\_\_\_\_% of the gross aggregate rent, including all options, renewals and informal holdovers, including change in terms renegotiated, if any, due and payable when a binding lease, option or renewal, has been executed, tenant takes possession or at time of holdover.
12. TERM OF AGENCY:
- A. Owner agrees that REALTOR® shall have the exclusive right to represent owner in the sale, trade, exchange or lease of the Real Estate effective 6:00 p.m. Stark County, Ohio Time on \_\_\_\_\_, 20\_\_, until 6:00 p.m., Stark County, Ohio Time on \_\_\_\_\_, 20\_\_, and REALTOR® shall be entitled to its commission, if the Real Estate is purchased, traded, exchanged or leased by REALTOR® or by Owner or by any other person, at a price or terms acceptable to the Owner, during the existence of this Contract.
- B. EXTENSION: If a contract to purchase, trade, exchange or lease is signed before this Listing Contract expires, the term hereof shall continue until final disposition of the Contract to purchase, trade, exchange or lease.
- C. PROTECTION PERIOD: The purchase, trade, exchange, or lease of the Real Estate, without the agency of a broker, to any person(s) to whom a broker or agent shall have offered the same during the term of this Listing Contract, if such Contract of purchase, trade, exchange, or lease is executed within \_\_\_\_ days from the stated expiration of this Contract, shall be considered a purchase effected by Broker during the term hereof and shall entitle Broker to the commission agreed to be paid by Owner provided Owner has received notice, in writing, including the names of prospective purchasers, before or upon expiration of this Listing Contract. Except as hereinafter provided, however, Owner shall not be obligated to pay the fee if Owner enters into a written, exclusive Right to Sell Agreement with another licensed Real Estate Broker, within the protection period.
- D. COOPERATION WITH OTHER BROKERS: REALTOR® may cooperate with other brokers and their agents to procure a Purchaser and accordingly, REALTOR® is authorized to compensate other brokers whether or not those are buyers-brokers:

Yes \_\_\_\_\_ No \_\_\_\_\_; other \_\_\_\_\_

- E. SIGNS: REALTOR® is authorized to place its sign(s) on the Real Estate, to remove all other for sale/lease signs and to promote the purchase, trade, exchange or lease of the Real Estate by any and all methods, in REALTOR'S® sole discretion.
- F. LISTING SERVICE AUTHORITY: REALTOR® is authorized to place information about the Real Estate in any listing service(s) to which REALTOR® is a member. REALTOR® and the designated listing service(s) may disclose information pertaining to the Real Estate to other participants authorized to receive such information.
- G. PROMOTIONAL: Owner authorizes REALTOR® to promote, publish and disseminate information regarding the Real Estate by any and all methods, in REALTOR'S® sole discretion. The owner agrees to provide

\_\_\_\_\_.

- H. KEY AUTHORIZATION: Owner authorizes REALTOR® to conduct or allow cooperating REALTOR®S to conduct key-entry showings of the Real Estate until acceptance of a purchase agreement. Owner represents that adequate insurance will be kept in force to protect Owner in the event of any damage, losses or claims arising from entry to the Real Estate by persons through the above use of the key and hereby holds harmless the REALTOR®, its agents and employees, from any loss, claim or damage resulting therefrom.

I or We agree to permit a ☐ key safe or ☐ Lockbox to be placed on the Real Estate, subject to the terms of lockbox authorization form provided by the Stark Trumbull Area REALTORS®, Inc.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_ (date) \_\_\_\_\_ (date)

- I. SPECIAL CONDITIONS OF SHOWINGS AND ENTRY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- J. EARNEST MONEY DEPOSIT: REALTOR® is authorized to accept and deposit in a trust account upon acceptance of said offers, earnest money deposits from prospective Purchasers making written offers to purchase, trade, exchange or lease the Real Estate. At CLOSING REALTOR® may apply as much of the earnest money deposit as may be necessary to pay the Commission specified above. If the earnest money deposit is forfeited by a Purchaser through default, Owner shall receive one-half (1/2) and REALTOR® one-half (1/2), but not in excess of what the full Commission would have been, not as liquidated damages, but to apply to damages which the Owner and REALTOR® may suffer on account of the default by Purchaser. In the event that any contract to purchase does not close as agreed, for any reason, the deposit shall be held by REALTOR® until Owner, Purchaser and REALTOR® mutually agree, in writing, to its disposition or until such disposition is directed by a court of competent jurisdiction.
- K. INDEMNITY: Owner recognizes that the REALTORS® involved in the sale, trade, exchange or lease are relying solely on information provided herein or supplied by Owner or his sources in connection with the Real Estate, and agrees to indemnify and hold harmless REALTORS®, its agents and employees from any claims, demands, damages, suits, loss, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any misrepresentation or concealment of facts by Owner or their sources.
- L. SOLE CONTRACT: This Contract constitutes the entire agreement between the parties hereto, and no oral or implied agreement, representation, or understanding shall cancel or vary the terms of this Contract. This Contract is binding upon REALTORS®, the owners, and their respective successors, heirs, administrators, personal representatives and assigns and governed in accordance with the laws of the State of Ohio. Owner acknowledges that he has read and received a completed copy of this Contract and the information contained herein is true and accurate to the best of this knowledge.

I or We acknowledge receipt of a copy of this Contract and that the information provided herein is correct.

YOU ARE AUTHORIZED AND INSTRUCTED TO OFFER SAID PROPERTY FOR SALE, LEASE, RENT OR EXCHANGE WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR A NATIONAL ORIGIN OF PROSPECTIVE PURCHASER.

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL

Accepted: \_\_\_\_\_

For: \_\_\_\_\_

Listing REALTOR®

Date

OWNER'S Signature

Date

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[Print OWNER'S Name]

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[Print OWNER'S Name]

\_\_\_\_\_  
OWNER OF RECORD

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email