



EXCLUSIVE RIGHT TO SELL OR LEASE LISTING AGREEMENT

1. **SCOPE OF THE AGREEMENT:** This Exclusive Right To Sell or Lease Listing Agreement ("Listing Agreement") is between Cutler Real Estate ("Broker") and _____ ("Owner") and applies to the real estate located at the following address:

221 Cherry Ave. NE, Canton, OH 44702 _____.

County Auditor Parcel Number(s): 10014904 _____.

The foregoing is defined as land at, above and below the earth's surface, including all things permanently attached to it, whether natural or artificial, and all rights of ownership and shall be referred to as the "Property."

2. **CERTIFICATION OF OWNERSHIP:** Owner certifies that Owner owns and/or has the legal authority to sell and/or lease the Property and that each party signing this Listing Agreement as the Owner (or on behalf of the Owner) has the authority to enter into this Listing Agreement. If any signatory to this Listing Agreement is a power of attorney, trust, corporation, limited liability company and/or beneficiary of an inheritance (or any other right of transfer), such documentation of authority to convey the Property shall be provided to Broker upon Broker's request.

Federal Regulations require that foreign Owners MUST provide a U.S. taxpayer identification number prior to closing. The application may take 4-6 weeks to process. Failure to have the I.D. number may delay your closing. In addition, Owners who are not U.S. citizens or permanent residents in possession of a valid "Green Card" may be subject to withholding of proceeds pursuant to the Foreign Investments in Real Property Tax Act ("FIRPTA"). If you are not a U.S. citizen or permanent resident of the United States and do not have a taxpayer identification number, contact your attorney, the IRS and/or a tax specialist immediately.

3. **APPOINTMENT OF BROKER:** The Owner hereby grants to Broker the exclusive right to sell and/or lease the Property, without reservation, beginning on _____ (month/day/year) and terminating at 11:59 p.m. on _____ (month/day/year) ("Listing Period") for:

3A. \$ _____ Listed Price for Sale; or

3B. \$ _____ Listed Price for Lease.

This Listing Agreement is automatically extended through the closing of the transaction should Owner enter into a contract to sell and/or lease the Property within the term set forth in this Section.

Owner delegates to Broker and/or its appointed agent(s), the authority to appoint other agent(s) within the Brokerage to represent Owner's interests. If an appointment is made, Owner will be notified at the time of the appointment and Owner has the right to veto the appointment of any other agent(s).

4. **BROKER'S COMPENSATION:** Owner agrees to compensate Broker as follows:

4A. Owner shall compensate Broker by paying a non-refundable deposit to Cutler Real Estate of \$ _____ (amount shall be zero if left blank) upon execution of this Listing Agreement. This non-refundable deposit SHALL SHALL NOT be credited against other compensation that may be due to the Broker pursuant to this Listing Agreement.

4B. LISTING BROKER COMPENSATION: Owner agrees to pay Listing Broker _____% of the gross sale price plus \$350.00 Broker fee if buyer/lessee IS represented by a broker.

Owner agrees to pay Listing Broker an additional _____% of the gross sale price if the buyer IS NOT represented by a broker. Total Listing Broker Compensation shall not exceed _____% of the gross sale price plus \$350.00 Broker fee.

4C. BUYER'S BROKER COMPENSATION: Owner elects to pay up to _____% of the gross sale price to buyer's broker (which may include Cutler Real Estate). This Buyer Broker Compensation shall be in addition to the Listing Broker's Compensation pursuant to Section 4B above and will be a negotiable term of the purchase agreement.

4D. LISTING BROKER LEASE COMPENSATION: Owner agrees to pay 4 _____% of the gross value of the lease, but shall not be less than \$ _____ plus \$350.00 Broker fee.

If the tenant IS NOT represented by a broker, Owner agrees to pay Listing Broker an additional 2 _____% of the gross lease value. Total Listing Broker Lease Compensation shall not exceed 6 _____% of the gross lease value plus \$350.00 Broker fee.

4E. BUYER'S BROKER LEASE COMPENSATION: Owner elects to pay 2 _____% of the gross value of the lease to buyer's broker (which may include Cutler Real Estate). This Buyer Broker Lease Compensation shall be in addition to the Listing Broker's Lease Compensation pursuant to Section 4D above and will be a negotiable term of the lease agreement.

Owner DOES DOES NOT authorize and direct Cutler Real Estate to advertise (where permitted) the Owner's offer to pay a buyer's broker compensation.

Compensation is due to Cutler Real Estate if, regardless of agency relationships, within the Listing Period: (a) Owner conveys (or agrees to convey) the Property, or (b) Broker procures a written offer to purchase and/or lease from a buyer/tenant who is ready, willing and able to purchase and/or lease the Property for the Listed Price (or any other price) acceptable to Owner unless the closing does not take place through no fault of the Owner.

5. **PROTECTION PERIOD:** If, within One Hundred Eighty (180) days of the expiration of this Listing Agreement, Owner enters into a contract to sell, lease or exchange Property (or any interest therein) to any person or entity who was first introduced to such Property during the Listing Period, Owner is obligated to pay the Broker's Compensation described in Section 4.

6. **DISCLOSURES:** Owner understands that broker fees and commissions are not set by law and are fully negotiable, and may be paid by the Owner, the buyer, the landlord, the tenant, or a third-party, or by sharing or splitting the fees and commissions between brokers. Owner acknowledges they have received and understands Cutler Real Estate's Consumer Guide to Agency Relationships Disclosure. Owner agrees to (a) complete all legally required and/or necessary disclosures as requested by the Broker; (b) disclose any governmental notice of taxes or assessments received but not yet certified.

Owner agrees to disclose to Agent and prospective buyer/tenant any and all information which Owner has, including but not limited to material defects, adverse conditions, and the presence and location of asbestos, PCB transformers, environmental issues and any other toxic, or contaminated substances and /or underground storage tanks on or about the property (EPA INSPECTION OBLIGATION MAY BE THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES).

7. **OWNER'S CERTIFICATION:** The Real Estate is zoned _____, and IS IS NOT located in a flood plain. Owner further certifies currently there are 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 _____.

8. **ADVERTISING:** Owner DOES DOES NOT authorize Broker, through its appointed agent(s), to list and advertise the Property in one or more applicable websites and social media in order to promote the sale and/or lease of the Property.

Owner DOES DOES NOT authorize marketing in the MLS.

Broker will not assume responsibility of liability for the dissemination of such information by third-parties. Owner authorizes photography/ videography of the Property and expressly agrees that any pictures of the Property taken or received by the Broker and/or any description of the Property will be (and remain) the sole property of the Broker who has the exclusive right and authority to use any such pictures and/or descriptions throughout the term of this Listing Agreement and after this Listing Agreement expires.

- 9. SIGN and LOCKBOX:** Owner agrees that Broker through its appointed agent(s) may place a for sale/lease sign on the Property. At Owner's discretion, a lockbox may be placed on the Property for the purpose of permitting keyed entry by licensed real estate agents/brokers, professional inspectors, appraisers, and other individuals necessary to complete a transaction. Owner understands and agrees that the lockbox, if utilized, will be for the benefit of the Owner and releases the Broker and those working for the benefit of the Broker from all liability and responsibility in connection with any loss that may occur as a result of the lockbox or entry thereby. Broker advises Owner to remove any valuables from the Property and/or obtain personal property insurance for such.

Owner authorizes placement of a sign: **YES** **NO**. Owner authorizes utilization of a lockbox: **YES** **NO**

10. ADDITIONAL TERMS; SPECIAL CONDITIONS OF SHOWINGS AND ENTRY:

- 11. 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 transferable and recordable warranty deed, with release of dower, if any, or fiduciary deed, as appropriate.
- 12. FRAUD ALERT:** Wire transfer scams, particularly through hacked emails, are prevalent today. Do not wire transfer any money based on instructions received from an email source. Verify all wire transfer instructions through direct personal or phone contact from known individuals and known phone numbers. Be suspicious of any emails or phone calls from unknown numbers regarding wire transfers, Western Union, or money orders.
- 13. GENERAL TERMS:** This Listing Agreement may be executed electronically and in one or more documents, each of which shall be deemed an original and which, when taken together, shall constitute one and the same instrument and the entire agreement between the Broker and Owner. Any amendments or extensions to this Listing Agreement shall be made in writing (electronically or otherwise) and acknowledged by the Parties. No oral or implied agreement, representation, or understanding shall cancel or modify the terms of this Listing Agreement. Any dispute between the Owner and Broker and its appointed Agent(s) shall be exclusively venued in the Stark County Court of Common Pleas in Canton, Ohio or the Massillon Municipal Court. The Parties waive their right to a jury trial in any matter related to this Listing Agreement.
- 14. INDEMNITY BY OWNER:** Owner recognizes that Broker is relying on all information provided herein and supplied by Owner in connection with Property and agrees to indemnify Broker, its employees and agent(s)/representative(s) from any claims, demands, damages, lawsuits, liabilities, costs, and expenses (including attorney's fees) arising out of any misrepresentation and/or concealment of facts made herein by Owner. Owner acknowledges and agrees that the Broker and its appointed agent(s) may advise in matters concerning real estate only and are not professionals in matters including, but not limited to: tax, law, financing, surveying, structural conditions, hazardous conditions, status of permits, zoning, location of property lines, building code compliance or engineering, etc. Owner understands and agrees that Owner must seek advice from professionals in those specific disciplines before entering into any purchase, construction, development, or rental agreement. Broker and its appointed Agent(s) may provide names or sources for such professional advice but does not warrant the services or advice of those professionals in any way.

OWNER UNDERSTANDS AND AGREES THAT THEY HAVE BEEN ADVISED BY BROKER TO SEEK THE ADVICE OF LEGAL COUNSEL BEFORE ENTERING INTO THIS LISTING AGREEMENT AND THEY HAVE HAD THE OPPORTUNITY TO REVIEW THIS LISTING AGREEMENT WITH THEIR OWN LEGAL COUNSEL PRIOR TO EXECUTION, IF THEY SO DESIRE.

15. SIGNATURES:

PRINT OWNER'S NAME

OWNER'S SIGNATURE

DATE

OWNER'S PHONE NUMBER

OWNER'S EMAIL ADDRESS

PRINT OWNER'S NAME

OWNER'S SIGNATURE

DATE

OWNER'S PHONE NUMBER

OWNER'S EMAIL ADDRESS

OWNER'S ADDRESS

PRINT BROKER'S AGENT'S NAME

SIGNATURE OF BROKER'S AGENT

DATE

330-704-5945

BROKER'S AGENT'S PHONE NUMBER

mboylan@cutlerhomes.com

BROKER'S AGENT'S EMAIL ADDRESS

Michael Boylan dotloop verified
04/16/26 9:25 AM EDT
HRX3-6GBY-9ZQY-ELGA

Cutler Real Estate is able to provide you with expertise and assistance whether you are selling, buying or leasing real estate. It is important to understand the role of the broker(s) and agent(s) with whom you are working, as for many individuals, buying or selling their home is one of the largest financial transactions that they will experience. This Consumer Guide contains information that explains the various services agents may offer and your options to work with them.

1. SELLER REPRESENTATION

When a seller lists their home for sale with a real estate brokerage, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. When representing the seller, 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. Periodically, a listing broker may offer "sub-agency" to other brokerages who would additionally represent the seller's interests as well as owe the seller the aforementioned duties. Cutler Real Estate does not practice sub-agency.

When Cutler Real Estate lists property for sale, it may cooperate with other brokerages that represent a buyer and the seller may elect to offer compensation to a buyer's broker as detailed in a listing agreement between the seller and the broker. In this example, Cutler Real Estate would continue to represent the seller while the other brokerage will represent the buyer.

2. BUYER REPRESENTATION

Cutler Real Estate recommends that a buyer is represented by an agent in every real estate transaction. When representing the buyer, the brokerage and agent are required to promote the buyer's best interests, follow the buyer's lawful instructions, be loyal to the buyer, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

When Cutler Real Estate is the broker representing a buyer, it will seek from the seller, or seller's broker, all, if not a portion, of the buyer's obligation of compensation established in a Buyer Representation Agreement. Cutler Real Estate will represent the buyer while the other brokerage will represent the seller.

Ohio law permits real estate agents and brokers to represent more than one buyer at a time and to show those buyers the same properties. On occasion, more than one buyer represented by the same agent may want to place an offer to purchase the same property and this is referred to as "contemporaneous offers" under Ohio law. If this situation occurs, you will be notified and you may request appointment of another agent affiliated with Cutler Real Estate to represent you. Your agent is not permitted to disclose to the other buyer(s) your identity or the terms of your offer to purchase.

If you choose not to be represented on a property listed by Cutler Real Estate, you would represent your own best interests while Cutler Real Estate would represent the seller. Because the listing agent has a duty of full disclosure to the seller, you are advised not share any information with the listing agent that you would not want communicated to the seller.

3. DUAL AGENCY

Dual Agency occurs when the same agent or the brokerage represents both the seller and the buyer in a transaction. When a brokerage or its agent becomes a dual agent, they must: (1) maintain a neutral position in the transaction, (2) not advocate the position of one client over the best interests of the other client, or (3) not disclose any confidential information to the other party.

TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE:

Cutler Real Estate offers representation to both buyers and sellers, and as a result, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent affiliated with Cutler Real Estate. In this situation, each agent will represent their own client, but the broker, Cutler Real Estate, and its managers, who are not personally representing the buyer or seller, will act as a dual agent. Cutler Real Estate will supervise the agents on both sides of the transaction in accordance with Ohio law.

TRANSACTION INVOLVING ONE REAL ESTATE AGENT:

In the event that both the buyer and seller are represented by the same agent, that agent and Cutler Real Estate will act as a dual agent only upon agreement, in writing, of all parties. As a dual agent, the agent will take an unbiased position, treat both parties honestly, prepare and present offers at the direction of the parties and help the parties fulfill the terms of any contract while at the same time ensuring confidential information is not disclosed that would place one party at an advantage over the other or advocate/negotiate to the detriment of either party. If you do not agree to your agent acting as a dual agent, you may ask that another agent affiliated with Cutler Real Estate be assigned to represent you.

4. FAIR HOUSING STATEMENT

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, col- or, 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.

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

Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to be represented by Cutler Real Estate if you do not choose to do so.

Ryan Miller for RJRA Properties LLC

NAME (PLEASE PRINT)

SIGNATURE

DATE

NAME (PLEASE PRINT)

SIGNATURE

DATE

