



Commercial ♦ Industrial ♦ Investment ♦ Management
 3296 W. Market Street ♦ Akron, Ohio 44333
 330-873-1200 ♦ Fax 330-873-1122



EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

1. Appointment of Agent and Broker Acceptance. In consideration of your agreement (as evidenced by your signing below) to use your best efforts in finding a purchaser or lessee for my property located at and known as Richfield Elementary School, 4315 Streetsboro Road, Richfield, Ohio 44286 the undersigned Owner hereby grants to Broker the exclusive right to sell my property commencing November 16, 2010 and ending on midnight December 31, 2011 for the sum of \$ 299,500 payable in cash upon closing or for such other price or terms or exchange as Owner may agree to in writing.

2. Broker's Fee. (a) Owner hereby agrees to pay Broker a sales fee at closing of 6 % of the selling price, or minimum fee of \$ 3,000.00, whichever is greater. Said fee is payable if this property is sold or exchanged or if Broker submits to Owner a written offer to purchase for the above price or other acceptable terms signed by a ready, willing and able purchaser during the term of this listing.
~~(b) Owner hereby agrees to pay Broker a rental or lease fee at lease commencement of 6 % of the gross rent or lease or a minimum of \$ 3,000.00, whichever is greater, and furthermore, should a sale result from this rental or lease agreement, Owner further agrees to pay a fee based on the above listing agreement, with credit given for lease commissions already paid.~~
 (c) If this property is sold, leased, rented or exchanged within six (6) months from the expiration date noted in item 1 above to any person or entity with whom Broker or Owner has shown or negotiated during the term hereof, Owner agrees to pay Broker as stated above. Within ten (10) days after the expiration of this Agreement, Broker shall deliver to Owner written notice of the names of each prospect to whom Broker has shown the property or with whom Broker has engaged in negotiating a potential sale.

3. ~~Owner Also Consents. In the event of a sale or exchange of the property Owner agrees to:~~
~~(a) Furnish a title policy, showing good and marketable title to said property and convey title with full covenants or warranty and release of dower.~~
~~(b) Convey a marketable title by good and sufficient Deed.~~

4. ~~Disclosure of Defects. Owner, unless exempt, agrees to complete a property disclosure statement concerning the condition of the property.~~

5. Agency Authorization and Instructions.
Cooperation and Compensation: (Indicate 1 or 2 choices by initialing)
 Broker is authorized to offer cooperation and compensation to subagent. The subagent has a fiduciary duty to seek the price and terms most favorable to the seller.
 X Broker is authorized to offer cooperation and compensation to buyer agent. The buyer's agent has a fiduciary duty to seek the price and terms most favorable to the buyer. Negotiation of Offers:
 Owner reserves the right to excuse any cooperating agent prior to revealing any confidential information or participating in any negotiations.

6. Limitation on Authority of Broker. No agreement for the sale, lease or exchange of the property shall be binding upon Owner unless and until an agreement acceptable to Owner in writing is signed by Owner and the buyer. The Broker acknowledges and agrees that it has no power or authority to enter into any agreement on behalf of Owner or other otherwise bind Owner in any way. The Broker acknowledges and agrees that the Broker, its sales personnel, and any permitted subcontractor or cooperating broker are not authorized by Owner to make any representations or warranties concerning the property.
7. Exclusive Agency. Broker shall act exclusively for Owner as "seller's agent" unless otherwise agreed by Owner in writing. If Owner does agree to consent to Broker's representation of a prospective purchaser, and the dual representation created thereby, Broker shall not disclose the confidential information of one principal to the other. Moreover, the following personnel of the Broker shall represent Owner exclusively and shall not represent or reveal any confidences or confidential information to any prospective buyer or tenant or their respective agents or representatives: Susan Lines.
8. Signs and Access. Broker is hereby authorized to place a "For Sale," "For Lease," or "Available" sign on said property where appropriate and to remove all other signs. All agents and brokers authorized by Owner shall have access to the property at all reasonable times for the purpose of showing it.
9. Earnest Money/Deposits. All moneys paid on account of the purchase price, or as rents or security deposits, or as part of the negotiations, shall be held in escrow by a financial institution or title company as outlined in an Agreement until the transaction is concluded or terminated, upon and subject to such terms and conditions as Owner shall agree in writing.
10. 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.

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

Richfield Rural BD of EDUC W Richfield
a.k.a. Revere Local School District

Print Seller's Name

3496 Everett Road
Print Seller's Address

Richfield OH 44286
City State Zip

Signature of Sellers

Date

In consideration of the above grant, I or we agree to use
my or our efforts to find a purchaser.

MOGEN REAL ESTATE COMPANY
REALTORS®

By _____
Date