



EXCLUSIVE RIGHT TO SELL/LEASE LISTING AGREEMENT

This agreement is between J.S. English Co. (hereinafter called "Broker") and the undersigned (hereinafter called "Owner") and applies to the real property located at: SE corner of Auburn/Bartholomew Roads, Auburn Twp. OH west side of PID#01-091000* In consideration of Broker using their best efforts to find a purchaser for Owner's property, Owner agrees as follows:

1. **TERM AND LISTING PRICE:** Owner hereby grants Broker the exclusive right to sell the above property from 03/19/2020 through 09/19/2020 for the sum of \$ 399,900 payable in cash upon closing or for such other terms or exchange as Owner may agree.

2. **BROKERAGE FEE:** Owner agrees to pay Broker a brokerage fee of 6/5* % of the total sale price or a minimum fee of n/a, whichever is greater, plus n/a. Owner authorizes Broker to offer 3/2.5 % of the Sale Price for all Co-Broke sales. Any exceptions to this compensation will be disclosed to the Owner in writing. Owner also agrees that the brokerage fee shall be paid if Owner enters into an agreement within six (6) months following the term of this agreement or any extensions thereof to any parties to whom Broker or any cooperating broker has shown the property which results in a sale, lease or exchange of said property. However, in the event Owner enters into a bona fide Listing Agreement with another Real Estate Broker, this paragraph is null and void. Owner agrees to refer all prospective Buyers or Brokers who contact the Owner directly.

3. **MARKETING:** Broker is authorized to enter the property in any one or more **Multiple Listing Service(s)**, in accordance with the rules and regulations of said MLS, to market the Property in the publications, web sites or any other information service medium of Broker's choice and to comply with all Ohio and Federal Fair Housing Laws without discrimination. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said Property from any and all liability for the dissemination of the information after being placed in the various information service mediums. Owner warrants this agreement and associated worksheets, to the best of Owner's knowledge, to be correct and accurate. Broker is hereby authorized to place a "For Sale" sign on the Property, if permitted by law, and to remove all other "For Sale" signs. Broker shall have access to the Property at all reasonable times for the purpose of attempting to sell the same. Owner authorizes placing a **Lock Box** on the premises at any time during the term of this Listing Agreement. Such Lock Box shall be used to hold the key for entrance to the property. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said Property from all liability for loss or damage of any kind resulting from use of said lock box or the use of the key to be placed therein.

4. **HOME WARRANTY:** Owner agrees to provide a **LIMITED HOME WARRANTY PLAN** at a charge of \$ n/a with deductible Yes No Owner acknowledges that Broker will receive a fee in consideration for processing the home warranty application. Owner acknowledges receipt of warranty application.

5. **DISCLOSURE:** Owner agrees to (1) complete the *Ohio Residential Property Disclosure Form, if required by law;* (2) *Federal Lead-based Paint Disclosure Form;* (3) provide copies of sex offender notices received from the local law enforcement authorities. To Owner's knowledge, there are no encroachments, pending lawsuits, foreclosures, divorce actions, bankruptcies, orders of any public agencies, assessments, liens (tax, utility, mechanics), or other matters that could affect Owner's ability to provide a clear title to the property, except as follows (if none, so state):

6. **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, 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, 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.

7. **OTHER TERMS or ITEMS EXCLUDED FROM SALE:** * Approximately 73 acres of vacant land (see attached listing map). **6% on the first \$100,000, 5% on the remainder. If listing expires while under contract listing date will be extended to closing date on purchase agreement.

8. **MORTGAGE:** (bank/amount) _____

9. **ADDENDA:** No MLS Short Sale
The signatures of all owners of the property are required on this Exclusive Right to Sell Agreement. This is a legally binding contract. If you have any questions of law, it is recommended you contact your attorney.

OWNER SIGNATURE: * Ann F. Yan OWNER SIGNATURE: _____

Print Name: Ann F. Yan for Yan Properties LLC. Print Name: _____

ADDRESS: PO BOX 23669 Chagrin Falls, Ohio 44023 PHONE: 216-233-0306

E-MAIL ADDRESS: ayan@premalux.com DATE: 3/19/20

AGENT: Jeff English BROKER/COMPANY NAME: J.S. English Co.

Print Name: Jeff English Justin English PHONE: 440-537-5810 440-543-4000 DATE: 03/19/2020

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

J.S. English Co.

We are pleased you have selected J.S. English Co. to help you with your real estate needs. Whether you are selling, buying or leasing real estate, J.S. English Co. can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

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

Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, 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. In rare circumstances, a listing broker may also offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agent become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working With J.S. English Co.

J.S. English Co. does represent both buyers and sellers. When J.S. English Co. lists property for sale all agents in the brokerage represent the seller. Likewise when a buyer is represented by a J.S. English Co. agent, all of the agents represent that buyer. Therefore, when a buyer represented by a J.S. English Co. agent wishes to purchase property listed by our company, the agent(s) involved act as dual agents. This is true whether one agent is representing both parties or two separate agents are involved.


Initials

3/19/20
Date

Initials Date

In the event that both the buyer and seller are represented by J.S. English Co. agents these agents and J.S. English Co. will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties J.S. English Co. has listed. In that instance J.S. English Co. will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

J.S. English Co. does offer representation to both buyers and sellers. When J.S. English Co. lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. J.S. English Co. does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because J.S. English Co. shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead that company will be looking out for the buyer and J.S. English Co. will be representing your interests. When acting as a buyer's agent, J.S. English Co. also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

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, 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.

J.S. English Co. and its agents cannot and do not (a) review all public records relating to properties that are listed or sold by them; or (b) investigate property information contained in prior listing and/or sales files, either within the company or other brokerages. Buyers are advised to investigate the physical condition of the property and all public records to determine its condition and suitability before purchasing it.

We hope you find this information to be helpful to you as you begin your real estate transaction. 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. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Doing so will not obligate you to work with our company if you do not choose to do so.

Ann F. Yan

Name (Please Print)

Name (Please Print)

Ann F. Yan 3/19/20
Signature Date

Signature Date

