

**THERE IS A BETTER WAY
TO SELL YOUR HOME**

Exactly.

SELLER LISTING AGREEMENT

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This agreement is intentionally written in plain English. We think the impenetrable legalize-speak of modern contracts inhibits understanding, cooperation, and mutual benefit, which helps no one. We want what's best for both of us, now and in the future, and we think plain English agreements help achieve that.

In short, the purpose of this agreement is simple: You (the Seller) are hiring us, Exactly, LLC as the exclusive broker to market and sell your property at _____ with a listing price To Be Determined prior to the listing date, or \$_____ starting on ____/____/____ and expiring at midnight on the last day of the following 6th month.

This agreement is the official record of our relationship, and it lays out what we can both expect and who should do what and when.

SERVICES AND DELIVERABLES

We will provide you with the following services:

IN HOME CONSULTATION

We will meet with you to develop a solid game plan for the sale of your home. The purpose of this meeting is for us understand your goals, your expectations, and your timelines. As well, this will give us an opportunity to review your plan for any problems or red flags.

MARKETING PREPARATION

During the in-home consultation, we will walk the home with you to prepare it for the best showings possible. We will point out any problems that buyers may have and help you see your house from a neutral perspective to maximize your sale value.

PRICING ANALYSIS

We will complete a full Competitive Market Analysis of your home that includes a pricing recommendation based on the current market landscape. We will give you all of the data necessary to help you make a decision on your listing price, which is completely in your control.

MARKETING

- **Professional Photography:** A professional photographer will photograph your home to capture it in the best possible light. They will edit these photos and we will use them for all marketing activities.
- **Property Write Up:** All of the public information for your home, including the home description, will be professionally written to capitalize on your homes unique strengths.
- **MLS Listing:** Your home will be added to the local Multiple Listing Service so that it is available for all other real estate agents to view online and automatically set up showings with their perspective clients.
- **Internet Advertising:** Your home will be featured on public internet websites for potential buyers to browse pictures and view your home details. Example websites include Zillow.com, Realtor.com, Homes.com, Trulia.com (and hundreds of others).

- **Yard Sign:** We will place an attractive "For Sale" sign in your yard.
- **Open House:** We will hold a public open house, typically within the first two-weeks of listing your home. This will be canceled if your home has an accepted offer prior to the open house.

ACTIVE LISTING

We will manage all showing coordination between you and prospective buyers and/or their agents while your home is active. There will be a lockbox placed on your door for home visits, that you approve, by Exactly, cooperating agents, and others such as inspectors or appraisers where entry is needed to complete the sale.

OFFER SUBMISSION

Your home will be set up to receive offers on the Exactly Instant Offer System (ExactlyUSA.com/Offers) directly from Buyers or Real Estate Agents. When an offer is received, you will automatically receive an email alert and a text message notification (*between 8am and 9pm EST*). An offer summary sheet will be created with the most relevant information and you will receive a Net Return Calculator that details your estimated proceeds for the offer.

NEGOTIATION

When an offer is presented on your home, we will contact you and discuss the details, answer any questions and create a strategy with you to negotiate the highest return possible. We will then execute the negotiation strategy and communicate with the buyer or the buyers Real Estate Agent on your behalf.

TRANSACTION MANAGEMENT

Once you have an executed purchase agreement with a buyer, we will handle all of the ongoing negotiations for contingency removal with you, the coordination of appointments, and the coordination with the title company and mortgage company. We will communicate with you regularly about the status of your transaction and we will be available to answer any of your questions.

CLOSING

We will coordinate all of the final closing activities with the title company and we will make sure that you are well prepared for the closing process. We will also work with the buying party to handle key delivery and property turnover.

SELLER OBLIGATIONS

PRIORITIZE SHOWINGS

We need you to make sure to allocate enough time showing your house to prospective buyers. The process of selling your home can be daunting. Having strangers in and out of your home is not fun. However, the better prepared your home is for the showings, the more likely you are to secure a solid offer.

OWN YOUR PROPERTY

This pretty much goes without saying, but if you do not own your house, then we cannot sell it. In the event of a sale, you will be required to provide the new buyer with clear title to the property, that is free of any other peoples rights to the property. You will transfer your title to the property by what is known as a General warranty or fiduciary deed.

DISCLOSURE

Unless you are exempt from disclosing defects, you are required to complete a residential property disclosure concerning the condition of your property. Buyers will receive this document prior to making an offer and it becomes a part of your agreement with the buyer. You may also be required to complete a lead based paint disclosure form and additional city forms, depending on your property location.

SECURITY

We recommend that you remove or secure any valuables or firearms from your home and that you remove the key from the lockbox when not in use. You will always be notified whenever someone is visiting your home. You grant us permission to give the lockbox code to people associated with your home sale. This may include licensed and unlicensed individuals such as: real estate agents, appraisers, photographers, stagers, repair companies, etc. You understand that the buyer may be present for these visits, and unless otherwise agreed upon in advance, Exactly will not be at these visits. You cannot hold Exactly or its agents responsible for any damage or loss resulting from these visits or from lockbox intrusion.

ELECTRONIC AUDIO SURVEILLANCE DEVICES

Under Ohio law, you cannot use any device to acquire, record or listen to oral communications without the prior consent of at least one party to the communication. If you have such a device on your property, you agree to turn it off when anyone is visiting your home for the purpose of this sale. This applies to all showings, open houses, and any other appointments at which prospective purchasers, real estate licensees, inspectors, appraisers, contractors or others are on the property. You also agree to indemnify, defend and hold the listing brokerage and its affiliated licensees harmless from any judgements or claims against you for using any devices.

IMPORTANT LEGAL INFORMATION

CANCELLATION AND EXPIRATION

Plain English Phrasing: When you hire us, we are committed to selling your home. However, if you do not want to work with us then we will gladly separate ways and wish each other the best. You can cancel this agreement at any time prior to the expiration date, and only pay us for the work that we have already completed per the prices below:

- Property Price Analysis: \$550
- In-Home Consultation: \$400
- Photography: \$450
- Marketing Preparation and Advertising: \$3,200
- Negotiation on any presented offers: \$800 per offer negotiated.
- Additional visits, while your home is active (showings, inspections, etc): \$200 per visit

If this agreement expires, without you signing an extension or another listing agreement with us, then you will owe us \$395 for photography. We will transfer the ownership of the photography to you.

If you sell your property within the following 1-year of cancelation, or expiration, to any buyer that found the property because of our efforts, you will owe us the full listing fee acknowledged in the fees section below.

NO HIDDEN FEES

Plain English Phrasing: We hate it when someone quotes us one price, then tries to charge more later on. We won't do this to you.

There are some services we provide that cost more money, but we list them both on the website and in this agreement. We will never do any additional work that would cost you money without first getting your explicit approval, both to do the work and for the amount.

CONFIDENTIALITY

Real estate agents and brokerages have a duty to keep your information confidential, unless you authorize us to share it, or it is required by law to disclose. Oftentimes, the selling agent or buyer will request general information to help your home sale along. To facilitate this, you give us authorization to disclose the following information: your motivation for selling, that buyers can submit offers less than full price for your review, the existence of multiple offers, or that you may agree to make repairs on the property as a condition of the sale. Public information, such as the price you paid for your home, can always be relayed to other parties.

CONSUMER GUIDE

Plain English Phrasing: Ohio law requires that we provide you with an Ohio Consumer Guide to Agency Relationships. This document details how Exactly interacts with other real estate brokers and agents for the sale of your property. Our Consumer Guide can be found at <https://exactlyusa.com/consumer-guide-v2>. By signing this document, you acknowledge receipt of this document from Exactly and its agent.

MULTIPLE LISTING SERVICE:

Legal Phrasing: Owner authorizes Exactly to provide all information relating to this property to Multiple Listing Service(s). Owner agrees to hold Exactly harmless of all claims resulting from inaccurate information provided by owner. The owner directly Exactly to list the property in the MLS, subject to the MLS rules and regulations, to provide timely notice of status changes to the MLS, and provide sales information including selling price to the MLS upon sale of the property. Owner gives consent to other members of the MLS to include information regarding the property in other members advertising. The history of listings via the informational service medium currently in use is available to others. Neither Exactly or the MLS has responsibility or liability for the dissemination of such information. The owner warrants this listing agreement to the best of owner's knowledge to be correct and accurate. As a result, by agreeing to list with any MLS, you grant permission to the MLS and Exactly to use this information as they deem appropriate in their sole discretion.

FAIR HOUSING

Legal Phrasing: 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.

BLOCKBUSTING

Legal Phrasing: *Blockbusting* is an illegal practice where someone convinces homeowners to quickly sell their property below fair market value by scaring them into believing that their home values are about to plummet because a group of people of a certain race, religion, or national origin are moving into the neighborhood. As a seller of a property, you should be aware of this practice and contact appropriate authorities if you believe that you have been a victim.

YOUR INVESTMENT

There are two sets of Real Estate Broker commissions that can be due when you sell your home: 1) The flat fee that you are paying Exactly for listing your home, and 2) the fee that you may pay to a Buyers Broker. All fees are deducted from your proceeds on the day of closing through the title company.

LISTING BROKER FEES

Exactly charges a flat fee to list your property. This fee will not change unless you purchase additional listing services or make any changes to this agreement. Select any additional options below that you would like.

DESCRIPTION	PRICE
Professional Property Listing: All of the services listed above towards the marketing and sale of your home.	\$4,800
<input type="checkbox"/> Luxury Package: We will use magazine quality photography for your home as well as in-home marketing, drone photography, a property video and a professional property website.	\$4,000
<input type="checkbox"/> Your Agent at Every Showing: Your Exactly Agent will be at every showing for your property to lead the showing and answer any questions for the buyer or buyers real estate agent.	\$2,200
Additional Open Houses: We will complete 1 open house for your listing as part of this agreement. For additional open houses, we will schedule and hold them for \$150 per open house, due upon closing, cancelation, or expiration. We will send you an addendum to endorse for any additional open houses.	\$150 Per
TOTAL	\$4,800

BUYER AGENT FEES

There are two scenarios that may exist with the buyer of your property:

1. **Buyer does not have a real estate agent:** We will work to sell your home for the flat cost listed in the above Listing Broker Fees. If a buyer contacts us directly on your property, and they do not already have a relationship with Exactly, then you will only pay the cost listed above in the Listing Broker Fees section.
2. **Buyer has a real estate agent:** If a buyer is working with a real estate agent, their fee is paid by the seller. As an incentive for buyers' agents to sell your property, you offer them commission through the Multiple Listing Service (MLS). For your home, you agree to pay a Buyers Broker Commission of _____ or To Be Determined after Pricing Analysis.

The buyers may have an agent from a different brokerage, or they may be represented by an Exactly agent.

If the buyer for your property is represented by an Exactly Agent, then you will be presented with a Buyer Relationship form as part of the purchase agreement. This form is signed by the buyer and the Exactly agent, indicating if the buyer had a prior relationship with Exactly prior to viewing your home.

NEXT STEPS

- Sign and date the document below with ink, or by clicking the "Sign here" button.
- Sign in the box that pops up.
- We'll contact you as soon as possible to schedule next steps and get started.

Listing Agent

Print Name

Mobile Phone Number

Signature / / Date

Email

Address

Print Name

Mobile Phone Number

Signature / / Date

Email

Address

