

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

Exactly.

SELLER LISTING AGREEMENT
SELLER SELECTED BUYER

SELLER LISTING AGREEMENT

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 manage the transaction for your pre-selected buyer for your property at _____ with a listing price \$ _____ starting on ____ / ____ / ____ and expiring at midnight on the last day of the following 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 OR VIRTUAL/PHONE 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.

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.

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

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

LIMITED SERVICE

The work that we are completing on your property is limited service for real estate brokers. Specifically, we are not going to market your home to the public. This agreement is designed for sellers that already have found a buyer, and you are hiring us to consult, negotiate, and transaction manage with the current buyer. If you decide to hire Exactly to complete marketing services, a separate agreement will be signed and this agreement will be voided. If you convert to a professional package listing agreement, there will **not** be any fees due from this agreement.

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: \$450
- In-Home Consultation: \$400
- Negotiation of Contract: \$1,175
- Transaction Management: \$1,175

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* 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 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, or upon the termination of this agreement per the cancellation section above.

LISTING BROKER FEES

Exactly charges a flat fee for our services. This fee will not change unless you make any changes to this agreement.

DESCRIPTION	PRICE
Limited Service (No Marketing) Transaction Management : All of the services listed above towards the sale of your home.	\$3,200
TOTAL	\$3,200

BUYER AGENT FEES

Under the terms of this agreement, you are **not** agreeing to pay any Buyer Broker Commission.

If you decide to work with a buyer that has a buyer broker/agent, you will pay any amount that you agree to on the purchase agreement with that buyer.

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

