
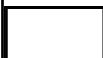





## EXCLUSIVE RIGHT TO SELL LISTING CONTRACT

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 800 Marquardt North Canton, OH 44721 the undersigned Owner (whether one or more) hereby grants to RE/MAX Edge Realty (" Broker ") the exclusive right to sell or lease my property commencing on August 30, 2024 and ending on midnight February 28, 2025 for the sum of \$ 399,900 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. Broker commissions are not set by law and are fully negotiable.**
  - (a) Owner hereby agrees to pay Broker a total sales fee of 3 % of the selling price, or minimum fee of \$ \_\_\_\_\_ whichever is greater, plus \$ 300. 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 or as otherwise provided in this Agreement.
  - (b) Owner hereby agrees to pay Broker a rental or lease fee of \_\_\_\_\_ % of the gross rent or lease or a minimum of \$ \_\_\_\_\_ whichever is greater, plus \$ 300, and furthermore, should a sale result from this rental or lease agreement, Owner further agrees to pay a sales fee as described in paragraph 2(a) above.
  - (c) Agency Authorization and Instructions.  
 COOPERATION: Seller  agrees or  does not agree (check one) to extend an offer of compensation to buyer agents who are affiliated with Broker and other brokers representing potential buyers. This amount shall be paid by Seller at closing.  
  
**Buyer Agency Compensation offered by Seller:** \$ \_\_\_\_\_ or 2 % of the purchase price.
  - (d) If this property is sold, leased, rented or exchanged within 180 days from the expiration date noted in paragraph 1 above to any person or entity with whom Broker or any cooperating broker has shown or negotiated during the term hereof and of whom Owner has notice, Owner agrees to pay Broker as stated above.
  
3. **Appointment of Licensees.** Owner agrees to delegate to listing agent the authority to appoint other licensees within the brokerage to represent Owner's interest. If an appointment is made Owner will be notified at the time of the appointment. Owner has the right to veto the appointment of any other licensee.
  
4. **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 of General Warranty or Fiduciary Deed if that is Owner's capacity with all dower rights released.
  
5. **Disclosure of Defects.** Owner, unless exempt, agrees to complete a State of Ohio Residential Property Disclosure Statement ("RPDF") concerning the condition of the property. Owner acknowledges that Broker and its agent(s) have requested that the RPDF be completed as accurately and completely as possible with any and all known condition related items disclosed, and that any condition related items from previous home inspection reports, either from a failed contract or previous listing, must be disclosed. Owner agrees to hold the Broker and its agents harmless for any claims or damages arising out of Owner's alleged failure to disclose, misrepresentation or concealment of any material defects with the property.



  
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Owner's Initials and Date

6. **Multiple Listing Service.** Owner hereby authorizes Broker to provide all information relating to this property and this agreement to MLS Now or any other multiple listing service to which Broker may belong. Owner agrees to hold Broker harmless from any and all claims resulting from inaccurate information provided by Owner. It is understood that MLS Now exists to benefit its members. Owner authorizes and directs Broker to advertise the listing, to list the property in the MLS subject to the Rules and Regulations of the MLS, to provide timely notice of status changes of the listing to the MLS, and to provide sales information including selling price to the MLS upon sale of the property. Broker is further authorized to place information about the Real Estate in any other informational service medium to advertise and promote the sale of the Real Estate. Owner gives consent to MLS Now brokers to include information regarding the Real Estate in their advertising according to State of Ohio regulations and MLS Now rules through internet web sites. The history of listings via the informational service medium currently in use is available to others. Neither MLS NOW nor the Broker has responsibility or liability for the dissemination of such information. Owner warrants this Listing Contract and associated worksheets, to the best of Owner knowledge, to be correct and accurate. As a result, by agreeing to list with MLS Now Owner grants permission to MLS Now and Broker to use this information, as they deem appropriate in their sole discretion.
7. **Signs and Access.** Broker is hereby authorized to place a "For Sale", "For Lease", or "For Exchange" sign on said property where appropriate and to remove all other signs. All agents, brokers, and licensees of Brokers authorized by Owner shall have access to the property at all reasonable times for the purpose of showing it.
8. **Lock Box.** At Broker's discretion, a lock box may be placed on the property for purpose of permitting key entry to the property. This entry will be permitted of Broker's agents, cooperating agents, and others such as inspectors or appraisers where entry is necessary to complete a sale and/or lease. Owner understands that in addition to real estate agents and brokers, licensed/certified appraisers, home inspectors and other professionals may have lockbox privileges via the MLS. Owner agrees that such authorized individuals may independently access their property by the lockbox without a real estate licensee present for purposes related to the marketing or sale of their property and/or a contract to purchase. Owner will be notified in advance when such authorized individuals will be entering their property. Owner also understands and agrees that the buyer may attend the appointment with the authorized individuals. Owner agrees that the lockbox will be for the benefit of Owner in order that the property may be more readily shown and releases Broker, and those working by or through Broker, from all liability and responsibility in connection with any loss that may occur as a result of such lockbox.
9. **Electronic Surveillance Devices.** Owner  does  does NOT have surveillance equipment located on the property. Owner understands that under Ohio law the Owner cannot use electronic, mechanical or any other device to listen, record or otherwise acquire the content of the oral communications of other persons without the consent of at least one party to the communication. Owner agrees that if such surveillance device is present on the property that the Owner will turn off any audio feature of the equipment when other persons are present on the property. 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. Owner is advised to consult with an attorney regarding the use of such surveillance devices under Ohio law. Owner also agrees to indemnify, defend, and hold the listing brokerage and its affiliated licensees harmless from and against any and all claims, demands, actions, losses, damages or judgments arising out of the Owner's use of surveillance devices.
10. **Appraisal, Social Media, Other Offers.** Owner grants Broker permission to share information and/or terms regarding this transaction to an appraisal company after closing (e.g., concessions). Owner grants Broker permission to share photos on Social Media. Owner authorizes Broker to disclose the existence of offers or any potential offers to agents of potential buyers.
11. **Payment of Commission.** In the event of a sale, Owner authorizes the escrow officer to pay Broker's commission out of the funds held in escrow upon the closing; any amounts not so paid shall bear interest at the rate of 2% per month, plus costs and reasonable attorneys' fees, when permitted by law.

  
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Owner's Initials and Date

12. **Owner Obligations.** Owner acknowledges that Owner has sole responsibility and liability for the property and its contents, including without limitation safety and security, premises liability, utility services, property and contents insurance, maintenance and management. If the property is vacant or unoccupied, Owner shall be responsible for winterizing it in cold weather. Owner agrees to store, remove, or secure any and all valuables, including without limitation confidential financial information, pharmaceuticals, cash, and jewelry, during the term of this Agreement. Owner hereby releases Broker, its employees, and agents from any and all claims or damages of any type or nature, relating to or arising out of this Agreement.
13. **Violations and Point of Sale.** Owner shall be responsible for obtaining and paying for any governmental point-of-sale inspections and for repairing any violations at Seller's cost unless otherwise determined by the Purchase Agreement or other addenda.
14. **Owner's Authority.** Owner represents and warrants that all persons owning any interest in the property have signed this Agreement. If Owner is married, then Owner's spouse must sign this Agreement, whether or not in title to the property. If Owner is an entity other than an individual, then the representative signing this Agreement represents and warrants that he or she has full authority to do so and can bind the entity. Title is currently held by (in the name(s) of): **Dorward Thinking Company, LLC**
15. **Entire Agreement.** This Agreement is the entire agreement among the parties, and can be modified only by a signed, written agreement. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective. By signing below, Owner represents that Owner is not currently represented by another real estate brokerage.
16. **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 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.
17. **Fraud Alert.** Email and wire-transfer scams, particularly through hacked emails, are prevalent today. Be suspicious of any emails regarding wire transfers or requesting personal financial or identification information. **Neither Broker nor its agents will ever email you regarding wire transfer information or your personal financial or identification information. Do not wire transfer any money based on instructions received from any email source.** Owner must verify all wire transfer instructions through direct personal or phone contact from known individuals directly at the escrow agent.

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

**Micah Dorward, Dorward Thinking Company, LLC**

Print Owner's Name

*Micah Dorward, Owner, Dorward Thinking Company, LLC*

Signature of Owner

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Date

Print Owner's Name

Signature of Owner

Date

In consideration of the above grant, I or we agree to use my or our efforts to find a purchaser and to file the above described property with the Multiple Listing Service and its syndicates.

Print Owner's Address

RE/MAX Edge Realty REC.2010000978  
Real Estate Brokerage

City

State

Zip

*Ananda Mercier*

Listing Agent

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Date