



EXCLUSIVE RIGHT TO SELL CONTRACT

Commercial/Industrial/Investment Real Estate

(Form approved by Dayton REALTORS®. This is a legally binding contract.

If the provisions are not understood, legal advice should be obtained.)



1. Dayton, Ohio 12/19/2023
2. This Exclusive Right to Sell Contract ("Contract") is made between The Village of Yellow Springs, OH ("Owner", whether
3. one or more, whose address is 100 Dayton St, Yellow Springs, OH 45387 and Coldwell Banker
4. Heritage Commercial ("Broker"), whose address is 4060 Executive Drive, Beavercreek, OH 45430
5. **1. EXCLUSIVE RIGHT TO SELL.** In consideration for Broker's efforts to procure a buyer, and for Broker's acceptance of the duties as
6. Owner's exclusive agent, Owner grants to Broker the exclusive right to sell the real property (the "Property") located at and commonly known as:
7. Center for Business and Education (CBE) Yellow Springs, Greene County, OH PID: F19000100200000700 & PID 19000100200000900.
8. The Property includes all buildings, improvements, and real estate fixtures, and the following items of personal property (trade fixtures, furnishings,
9. equipment, etc.):
- 10.
11. **2. LISTING PERIOD.** This Contract shall begin on the date first written above and shall expire at 12:00 Midnight on 01/31/2025
12. (the "Listing Period").
13. **3. TERMS OF SALE.** The Property will be offered for sale at a price of \$TBD Owner agrees to convey marketable title to the Property
14. by general warranty/limited warranty/fiduciary (circle as applicable; general warranty if nothing circled) deed with release of dower.
15. **4. BROKERAGE FEE.** If the Property is sold during the Listing Period, Owner shall pay Broker a brokerage fee of (insert dollar amount or
16. percentage of sales price) 6% . This right to a brokerage fee applies to any sale during the Listing Period, whether the Property is
17. sold through Broker, or by Owner's own efforts, or otherwise, and applies regardless of the amount of the sales price accepted by Owner. For
18. purposes of this Contract, the Property is deemed "sold" when (a) Owner receives a written offer to purchase the Property for not less than the
19. price stated in Paragraph 3, and otherwise upon the terms and conditions set forth in this Contract, from a ready, willing and able buyer; or (b)
20. Owner conveys or enters into a contract to convey the Property on any other terms and conditions acceptable to Owner. In addition, Broker shall
21. be entitled to the same brokerage fee if the Property is sold within the 90 day period following the expiration of the Listing Period (the
22. "Terminal Period"), to any person (or anyone related to or affiliated with that person) (i) with whom Broker had made contact relative to the sale of
23. the Property before the expiration of the Listing Period and (ii) who is identified in a written statement provided by Broker to Owner within 10 days
24. after the expiration of the Listing Period.
25. **5. LEASE OF PROPERTY.** If, during the Listing Period, Owner enters into a lease of the Property, Owner shall pay Broker a leasing commission
26. of n/a % of the total scheduled rent for the initial term of the lease, such commission to be paid as follows: n/a
27. (e.g., in advance upon full execution of the lease).
28. "Scheduled rent" means the amount of rent stated in the lease for the initial term (or, when applicable, the term of the renewal, extension or
29. expansion) including base levels of taxes, insurance, common area maintenance, operating expenses and the like that are part of the rent, and
30. including rent adjustments in readily determinable amounts, but excluding costs paid separately by the tenant, either as a direct payment or as a
31. reimbursement to Owner, which are in addition to the amount of rent stated in the lease, and excluding amounts not readily determinable at the
32. time of calculation such as cost of living adjustments or additional charges based on increases in taxes, insurance, common area maintenance
33. charges or operating expenses occurring after the commencement of the term. A leasing commission calculated and payable in the same manner
34. shall be due to Broker upon any renewal or extension of the lease or expansion of the leased premises (including, but not limited to, any
35. amendment to the lease or execution of a new lease with the same tenant or an affiliated person or entity). These rights to a commission shall also
36. apply to any lease entered into during the Terminal Period where the tenant is a person (or anyone related or affiliated with that person) (a) with
37. whom Broker had made contact relative to the sale of the Property before the expiration of the Listing Period and (b) who is identified in a written
38. statement provided by Broker to Owner within 10 calendar days after expiration of the Listing Period. Notwithstanding the foregoing, upon the sale or transfer of
39. the Property, any and all unpaid commissions shall become immediately due and payable to Broker. This paragraph shall not apply to leases
40. of portions of the Property made in the ordinary course of business that do not affect Owner's desired sale of the Property as contemplated by this
41. Contract.
42. **6. OTHER BROKERS.** Owner authorizes Broker to list the Property in any Multiple Listing Service or other listing service or publication for
43. commercial/industrial/investment real estate. Owner authorizes Broker to offer compensation in accordance with Broker's company policy, which is
44. to offer compensation to other brokers procuring the buyer who are acting as agents of the buyer. Broker's policy is to offer compensation to
45. buyer agents in the following amount: 3% . Broker does not offer compensation to subagents. Owner (check
46. one) ☒ has ☐ has not received the Consumer Guide to Agency Relationships provided by Broker. If the Consumer Guide to Agency
47. Relationships provided by Broker so states, all licensees in the brokerage are hereby appointed to represent Owner.
48. **7. DUAL AGENCY.** If a prospective buyer of the Property is represented by Broker, or any agent of Broker, or if the prospective buyer is an
49. employee or agent of Broker, Broker will be considered a "dual agent" (that is, agent of both Owner and the buyer) in the transaction. If this
50. situation arises, Owner is willing to permit Broker's dual agency role, subject to Owner's consent as outlined in the Agency Disclosure Statement.
51. **8. OWNER'S REPRESENTATIONS.** Owner represents to Broker that (a) Owner is the sole owner of and has exclusive control of the Property; (b)
52. Owner is fully authorized and able to enter into and perform this Contract; (c) to the best of Owner's knowledge, there are no latent defects in the
53. Property, except as follows: and (d) to the best of Owner's knowledge, no
54. toxic, dangerous or other hazardous substances or hazardous wastes have been stored, disposed of, concealed within or released on or from the
55. Property, nor are there any other adverse environmental conditions affecting the Property, except as follows:
- 56.
57. The person signing this Agreement on behalf of Owner represents that he/she is fully authorized to do so and that this Agreement is binding upon
58. Owner.
59. **9. PROFESSIONAL ADVICE AND ASSISTANCE.** The parties acknowledge that the sale or lease of real estate involves many disciplines. While

Broker's Initials:



Seller's Initials:



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60. Broker may possess considerable general knowledge, Broker is not an expert on matters of law, tax, financing, investment analysis, appraisal,
61. surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. Broker advises Owner to seek
62. professional expert assistance in these and other areas of professional expertise as needed or desired. If Broker provides the names of companies
63. or sources for such advice or assistance, Owner acknowledges and agrees that Broker does not warrant, guarantee, endorse or accept any
64. responsibility for the services of such companies or sources.
65. **10. MISCELLANEOUS.** (a) Owner acknowledges that Broker has the right to utilize the Ohio broker's lien law regarding commissions to which
66. Broker is entitled. (b) Owner agrees to make the Property available for showing at all reasonable times by Broker, its associates and other brokers
67. designated by Broker. (c) During the Listing Period, Broker may place "For Sale" signs on the Property. (d) Broker is authorized to disclose all
68. information pertaining to the Property to all parties involved with its marketing and/or sale, including all MLS participants. Broker is further
69. authorized to place information about the Property in any informational service medium to advertise and promote the sale of the Property. (e) If the
70. property includes any housing accommodations, a Residential Addendum shall be attached to and made part of this Contract.
71.
72.
73.
74.

75. Owner (if entity):

76. Village of Yellow Springs
(Name of Entity)

77. By: Phone: _____
(Authorized Signatory)

78. Email: _____

79. Owner (if individual(s)):

80. Phone: _____

81. Email: _____

82. Phone: _____

83. Email: _____

84. Broker:

85. Coldwell Banker Heritage Commercial
(Name of Company)

86. By: Phone: 6144033004
Allison Moody dotloop verified
12/19/23 12:45 PM EST
TZMV-US2O-MTIW-RGH7
(Authorized Signatory)

87. Email: AllisonAMoody@gmail.com