



COLDWELL BANKER
WARD REAL ESTATE

**COMMERCIAL EXCLUSIVE RIGHT
TO SELL/LEASE
LISTING AGREEMENT**



1. APPOINTMENT OF LISTING BROKERAGE:

The undersigned owner(s) or authorized representative(s) herein referred to as Seller, hereby employs the undersigned Brokerage as Seller's exclusive agent and grants Brokerage the exclusive right, without reservation, from 08/10/2026 8/21/26 (Commencement Date) until Midnight 08/31/2027 (Expiration Date) herein referred to as Exclusive Period to sell, lease, or exchange the following described real estate:
Address: 1740 Baney Rd

City/Township: Ashland Ohio
Zip Code: 44805 County: Ashland further identified by
Parcel Number(s): P44-075-0-0011-00

Lot Number(s): _____ together with all improvements thereon and with all appurtenant rights and easements of the Contract for sale at list price of \$ _____ or lease price of \$ 1.00/SQFT per month Pending Negotiation Dollars, or to sell or exchange it on any other terms which are acceptable to the Seller. Seller agrees to refer to Listing Brokerage all real estate agents, buyers, or prospects who may contact Seller directly during the Exclusive Listing Period or any extensions thereof.

2. **COOPERATION WITH OTHER BROKERS:** Seller agrees that Broker and Broker's agent named herein shall represent the Seller as described in the *Consumer Guide to Agency Relationships* provided by Broker at the time of signing this agreement.
3. **REALTORS FEE AND COMPENSATION POLICY:** Seller acknowledges that broker fees and compensation are not set by law and are fully negotiable, and may be paid by the Seller, the Buyer, the landlord, the tenant, or a third party, or by sharing or splitting the fees and compensation between brokers.

The commission shall be deemed earned if, within the Exclusive Listing Period, (1) Seller conveys or agrees to convey Real Estate; or (2) agent or any person procures a written offer to purchase from a buyer who is ready, willing and able to purchase the Real Estate for the listed price or any other price acceptable to Seller, unless the closing does not take place due to no fault of Seller. If a contract to purchase is signed before the Listing Agreement expires, but the closing will not occur until after this Agreement expires, it is still the obligation of the Seller to pay a Commission as stated in this Listing Agreement. Seller(s) hereby agrees to compensation as follows:

A. If subject property is sold:

Listing Brokerage Compensation:

- 1) Listing Brokerage: _____ % (of the selling price) or \$3,000 minimum commission, whichever is greater, and a \$399 broker flat fee.
- 2) If the Buyer(s) is unrepresented, _____ % (of the selling price).

Buyer Brokerage Compensation: Seller(s) authorizes Listing Brokerage to compensate up to _____ % (of the selling price) or \$ _____ to Buyer Brokerage, whichever is greater. The compensation paid to Buyer Brokerage from the Listing Brokerage is paid from the amount specified to the Listing Brokerage in the above section A(1). Seller(s) acknowledge that offering compensation to Buyer Brokerage is not required.

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Compensation to Buyer Brokerage shall be paid as set forth above unless modified by the Buyer(s) and Buyer Brokerage in a mutually accepted real estate purchase contract and/or Buyer Broker Compensation Agreement signed by all parties.

B. If subject property is leased:

Listing Brokerage Compensation: A fee set forth below is due upon execution of the lease.

- 1) One month (or \$750 minimum) of gross rent during first 12 months;
A fee set forth below is due at beginning of each new term:
- 2) One month (or \$750 minimum) of gross rent during second 12 months;
- 3) One month (or \$750 minimum) of gross rent during third 12 months;
- 4) One month (or \$750 minimum) of gross rent during fourth 12 months;
- 5) One month (or \$750 minimum) of gross rent during fifth 12 months;

Buyer Brokerage Compensation: Seller(s) authorize Listing Brokerage to compensate up to 50% of commission specified above for lease to Buyer Brokerage.

For extensions or renewals beyond original lease, fee is payable on extension or renewal on the same terms as the original period, or for the first five(5) years, or if Tenant leases additional spaces in building from Landlord, fee is payable on the same terms as the initial period.

A fee of 7% of the selling price of the property if sold to Tenant during term or within 365 days after term or renewal or extension, with credit given for the unearned portion of any lease commission already paid, shall be due to the brokerage upon completion of sale.

4. **PROTECTION PERIOD:** In the event the Real Estate is sold, leased or exchanged by Listing Brokerage or any other agent or person, including Seller, within 365 days (Protection Period) after the Exclusive Period (or any extension thereof) has expired, to anyone to whom Listing Brokerage or its Cooperating Brokers have shown, presented or submitted the Real Estate and of whom Seller has notice, it is also agreed that Seller will pay the Commission described above. This clause shall be null and void if the Real Estate has been listed exclusively with another Broker by written agreement.
5. **EXCLUDED FIXTURES:** Items such as wall-to-wall carpeting, built-in appliances, light fixtures, landscaping and many indoor and outdoor decorative items may legally be "fixtures" and, if so, they must remain with the Real Estate unless specifically excluded in the Purchase Agreement. The following fixtures are excluded: (none if nothing inserted) _____
6. **MULTIPLE LISTING SERVICE(MLS)/ADVERTISING AUTHORIZATION:** The Real Estate shall be entered into such MLS's as Listing Brokerage deems appropriate, subject to the rules and regulations of those MLS's, including, but not limited to, selling price of the Real Estate including concessions. Seller warrants that the Real Estate will not be independently advertised by the Seller on the internet or any other medium. Broker is further authorized to place information about the Real Estate including, but not limited to, any other electronic or information service medium of Broker's choice, according to State of Ohio regulations to advertise and promote the sale of the Real Estate. Seller acknowledges placing said information creates a history of the Real Estate and may be available to others. Listing Brokerage is not responsible or liable for the dissemination of such information.
7. **PHOTOGRAPHY/VIDEOS:** Seller authorizes the Listing Broker named below to have interior and exterior photographs/video of the Real Estate taken and have such photographs/videos digitized, reproduced, published, transmitted, disseminated, and displayed in any form or manner including, but not limited to, computerized MLS, as well as any other use media or means to aid in the sale of Real Estate. Seller further authorizes electronic showings in the form of facetime/live streaming; however, no recording or

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broadcasting of said showings. Seller hereby waives and releases Listing Brokerage and its agents from any and all responsibility or liability concerning the taking, use, distribution or display of such photographs/video in any form, media or manner. Seller does ☒ does not ☐ authorize Buyers/Buyer Broker to take photographs/videos while viewing the Real Estate. Seller is aware that Listing Brokerage does not have control of the dissemination of such media which may or may not be presented favorably.

8. **SIGNS:** Agent is authorized to place its sign(s) on the Real Estate and to promote its sale, except where prohibited by Law. Seller acknowledges and agrees that no signs, advertising or other promotions containing the language "for sale by owner" will be used to advertise the Real Estate.
9. **LOCKBOX/ACCESS AUTHORIZATION:** Seller authorizes, at the discretion of the Listing Broker, placement of a lockbox on the Real Estate for the purpose of permitting key entry to the Real Estate, so that Cooperating Brokers and agents, including those not affiliated with Listing Brokerage, may show the Real Estate. Seller authorizes the Listing Agent and Brokerage to grant access to the Seller's Real Estate to licensed/certified appraisers, inspectors, contractors and other professionals without a real estate licensee present for purposes related to the marketing or sale of their Real Estate and/or a contract to purchase. Seller will be notified in advance when such authorized individuals will be entering their Real Estate. Seller also understands and agrees that buyers may attend the appointment with the authorized individuals. Seller agrees to hold the Listing Agent/Brokerage and the Buyer's Agent and Brokerage harmless for any damages including, but not limited to, real or personal property damages, loss, theft or injury to others that may occur while such individuals are at their Real Estate. Seller represents that adequate insurance will be kept in force to protect Seller in the event of any damage, losses or claims arising from entry into the Real Estate/Chattel by persons through the above use of the key and hereby holds harmless the Listing/Buyer Brokerages, its agents and employees from any loss, claim or damage resulting therefrom. Seller understands that the Ashland Board of REALTORS® or the Listing Brokerage, its agents and employees are not responsible for the acts of a person that may gain access to the Real Estate through the lockbox. Listing Brokerage advises and requests Seller to safeguard or remove any valuables now located on the Real Estate and verify the existence of, or obtain personal property insurance. Should a tenant be in the Real Estate, Seller should notify the tenant in writing of this lockbox/access authorization.
10. **VIDEO AND BUILDING SURVEILLANCE:** Seller understands that under Ohio law the Seller 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. Seller agrees that, if such surveillance device is present on the Real Estate, Seller will turn off any audio feature of the equipment when other persons are present on the Real Estate. This applies to all showings, and any other appointments at which prospective Buyers, real estate licensees, inspectors, appraisers, contractors or others are on the Real Estate. Seller is advised to consult with an attorney regarding the use of such surveillance devices under Ohio law. Seller 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 Seller's use of surveillance devices.
11. **SELLER'S COOPERATION:** Seller agrees to cooperate with Listing Brokerage by making the Real Estate available for showing to prospective buyers, inspectors, appraisers and other authorized parties as required by the purchase contract at reasonable hours. Seller shall disclose to Cooperating Brokers the existence of this Contract upon their direct contact with Seller.
12. **DISCLOSURE OF DEFECTS:** Seller is obligated to disclose all known material defects during the time of listing. Listing Brokerage is authorized to disclose all material information pertaining to the Real Estate/Chattel during the time period of this listing to potential Buyer/Buyer's Agent including, but not limited to, any inspection reports, Environmental Phase 1 or Phase 2 assessments and repair invoices. Seller understands that the disclosures and information the Seller provides Listing Broker regarding the Real Estate will be used to advise the public and it is essential that such disclosures and information be accurate and updated throughout listing period. Seller agrees to (1) complete the Commercial Property Disclosure Form; (2) provide written disclosure of any other material defects which are or may become

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known to the Seller including, without limitation, any inspection, expert and engineering reports, Environmental Phase 1 or Phase 2 assessments, in Seller's possession, regulatory actions, defects, adverse conditions, the presence and location of asbestos, PCB transformers, and other hazardous or contaminated substances and/or underground storage tanks on or about the property, and any inspection reports or results from transactions that did not proceed to title transfer. Seller acknowledges that Listing Brokerage and its Agents cannot complete, or assist the Seller in completing, the Commercial Property Disclosure Form. Seller acknowledges having been advised of Seller's disclosure obligations and hereby agrees to disclose all known material defects in accordance of Ohio law. Although Seller is listing the Real Estate in its present physical "AS-IS" Condition, Seller understands that Seller may be held responsible by a buyer for any latent or hidden, undisclosed defects in Seller's Real Estate which are known but which are not disclosed to the buyer at the time of sale. Seller is aware of no other problems or defect in the Real Estate except as stated on the disclosure forms as described above. Seller agrees to indemnify and hold Listing Brokerage and its Agents harmless from any and all loss, demands, damages, suits, liabilities, and other claims, including attorney fees and costs of defense, made by the Buyer of the Real Estate for errors or omissions Seller has made on the Commercial Property Disclosure Form, or in any other information provided by Seller.

13. **SELLER CERTIFICATION:** Seller warrants, to the best of their knowledge, that there are no encroachments, pending lawsuits, foreclosures, bankruptcies, health department violations, liens (i.e. federal or state income tax, mechanic's, worker's compensation, second mortgage), right of way easements/maintenance agreements (i.e. gas transmission lines, driveway, railroad, utility, septic, drainage, Muskingum Watershed water flowage), no sales of oil, gas, or mineral rights interests by Seller or previous owner (i.e. Rover, Utopia, Cabot), royalty payments received by Seller, or other matters that could affect the Seller's ability to complete the sale of the Real Estate in accordance with all applicable laws and provide clear title to the Real Estate, except as follows:

Seller further warrants, to their knowledge, no toxic, explosive or other hazardous substances (i.e. meth lab) have been stored, disposed of, concealed within or released on or from the Real Estate or any other adverse environmental conditions within the boundaries of the Real Estate, except as follows:

14. **SELLER CONSENT:** Seller hereby agrees to grant Listing Broker the authorization to disclose the presence of all offers to Buyer Broker/Agents. Terms, price, and conditions remain confidential, unless Seller decides otherwise, at time of receiving multiple offers. Seller understands that, if a multiple offer situation occurs, one or more Buyers may rescind offer. Seller realizes Listing Agent, if asked, must disclose to all agents whether the offers are from Listing Agent, another agent in Listing Brokerage, or Cooperating Broker/Agents. Listing Agent may disclose reason for selling. If yes, state reason:

15. **CIVIL RIGHTS:** 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.

16. **ELECTRONIC SIGNATURES:** This Contract may be executed by manual or electronic signatures on contract documents, transmitted in original, facsimile or electronic format and the same shall be valid for purposes of this Contract and any amendments, addendums or notices to be delivered in

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connection with this Contract. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument, and the parties hereto may execute this Contract by signing any such counterpart.

17. **INDEMNITY:** Seller recognizes that the Listing Brokerage involved in the sale is relying on all information provided herein or supplied by Seller or their sources in connection with the Real Estate/Chattel and agrees to indemnify and hold harmless the Listing Brokerage, its Agents and employees from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any misrepresentation or concealment of facts by Seller or their sources.

18. **OTHER CONDITIONS:** _____

19. **SOLE CONTRACT:** This Contract constitutes the entire agreement between the Listing Brokerage and Seller and no oral or implied agreement, representation, or understanding shall cancel or vary the terms of this Contract. Any amendments to this Contract shall be made in writing signed by both parties and copies shall be attached to all copies of this original Contract. Seller acknowledges that Seller has read and received a completed copy of this Contract and the information contained herein is true and accurate to the best of Seller's knowledge. Seller is prohibited from entering into an Exclusive Right to Lease Agreement with any other broker during the pendency of this Contract unless approved by Listing Broker. This Contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.

20. **SELLER'S CERTIFICATION OF AUTHORITY:** Seller certifies that the Seller signatory(ies) below has/have full authority to enter into the Contract, that all owners of the Real Estate authorize the marketing of the Real Estate as provided in this Contract, and that no additional signatories, spouse or otherwise are necessary in order to convey the Real Estate. Seller agrees to provide agent with documentation showing who has the authority to sign. Seller Status: Married ☐ Single ☐ Widowed ☐ Divorced ☐ POA ☐ Estate Exec ☐ LLC ☐ Trust ☐ Corp ☐ Partnership ☐ Non-Profit ☐ Other ☐ _____

Seller/Owner(s) Printed Name

Seller/Owner(s) Printed Name

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Seller Signature (Representative)

Date

Seller Signature (Representative)

Date

If Entity, Print Name of Seller's Representative and Title

If Entity, Print Name of Seller's Representative and Title

110 Cottage St.

Mailing Address

Mailing Address

Ashland OH

44805

City

State

Zip

City

State

Zip

419-282-7263

Phone

Phone

nhiller@ashlandcounty.org

Email

Email

Listing Agent Print Michael Parker

Signature

Listing Brokerage Print Coldwell Banker Ward Real Estate

Seller Initials:

Date:

Seller Initials:

Date:

**ASHLAND COUNTY, OHIO
ADDITIONAL TERMS AND CONDITIONS**

The attached and forgoing ("Agreement") between **The Board of Commissioners of Ashland County** (County) and _____ (Contractor) is amended to incorporate by reference the following terms and conditions. Any provisions in the attached Agreement which may be inconsistent with the following provisions shall be void and ineffective to the extent of any such inconsistency.

Incompatible Form Contract Provisions – Pursuant to R.C. 307.901 and the agreement of the parties, the County is prohibited from including the following terms and conditions in the Agreement, and to the extent they are included in the Agreement, they are hereby deleted from the Agreement:

- A. Any provision requiring the County to provide insurance to Contractor or on Contractor's behalf.
- B. Any provision that requires the County to indemnify or hold harmless another person.
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Ohio.
- D. Any provision providing that suit be brought in any state other than Ohio or a venue other than Ashland County, Ohio
- E. Any provision providing for binding arbitration or any other binding extra-judicial dispute resolution process.
- F. Any provision requiring the County to pay any taxes.
- G. Any provision requiring the County to pay penalties, liquidated damages, interest or attorney's fees.
- H. Any provision modifying the applicable Ohio statute of limitations.
- I. Any provision relating to the time within which a claim must be made.
- J. Any provision requiring payment of consideration in advance.
- K. Any provision that is inconsistent with the County's obligations under the Ohio Public Records Act, R.C. Chapter 149.
- L. Any provision requiring payment in less than 30 days
- M. Any provision providing for automatic renewal.
- N. Any provision that requires the County to agree to limit the liability for any direct loss to the County for bodily injury, death, or damage to property of the County caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of Contractor or Contractor's employees or agents, or a provision that otherwise imposes an indemnification obligation on the County.
- O. Any provision that requires the County to be bound by a term or condition that is unknown to the County at the time of signing a contract, that is not specifically negotiated with the County, that may be unilaterally changed by the Contractor or any other person, or that is electronically accepted by a County employee.

P. Any provision that provides for a person other than the prosecuting attorney, or an attorney employed pursuant to R.C. 305.14 or 309.09 to serve as legal counsel for the County.

Q. Any provision that limits the County's ability to recover the cost for a replacement contractor.

R. Any provision giving the Agreement precedence over this Addendum.

Funding for a Multi-year Agreement - In the event that the County is not able to obtain funding, after affirmatively requesting such funding, for the provision of the goods and or services to be provided in accordance with this Agreement, County may terminate this Agreement on thirty (30) days written notice to Contractor . In such event, County agrees that it shall reimburse Contractor for all expenses incurred under this Agreement before written notice of termination is received. Such charges, however, shall not exceed the total purchase price under this Agreement. Contractor and County understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.

Non-Discrimination – Pursuant to R.C. 125.111, and as further consideration for the attached Agreement, Contractor agrees that, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in R.C. 4112.01, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates, and no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in R.C. 4112.01, national origin, or ancestry.

Contractor certifies that it is in compliance with all applicable requirements of R.C. 125.111.

For public improvement contracts, pursuant to R.C. 153.59 and 153.60, any breach of the antidiscrimination provisions herein shall result in the following:

- 1) A forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract, deducted from the amount payable to the contractor.
- 2) For a second or subsequent violation of the antidiscrimination terms of this contract, the contract shall be canceled or terminated and all money to become due hereunder may be forfeited.

Governing Law; Exclusive Jurisdiction; Exclusive Venue - This Agreement is entered into in Ohio and all matters arising under or related to this Agreement shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Ohio. Courts of competent authority located in Ashland County, Ohio shall have sole and

exclusive jurisdiction of any action arising out of or in connection with the Agreement and any related transactions hereunder, and such courts shall be the sole and exclusive venue for any such action.

Severability - Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Force Majeure – In the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization; (v) plague, epidemic, pandemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, or, occupation of factories and premises; (viii) acts of God, (any of which is hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to other parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of such notice of the Force Majeure Event, the party whose ability to perform has not been so affected may be given written notice to terminate this Agreement.

ACCEPTED:

BOARD OF COMMISSIONERS ASHLAND
COUNTY, OHIO

(absent)
Michael E. Welch, Commissioner

Jim Justice
Jim Justice, Commissioner

Denny Bittle
Denny Bittle, Commissioner

Date: 8.20.26

ACCEPTED:

CONTRACTOR: Coldwell Banker Ward Real Estate

By: _____

Michael Parker
dotloop verified
08/13/26 1:53 PM EDT
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Printed Name: Michael Parker, Realtor

Title: _____