



BERKSHIRE HATHAWAY
HomeServices
Professional Realty



EXCLUSIVE RIGHT TO SELL - COMMERCIAL

A) **SELLER:** The undersigned Client (Seller), as owner or having the right and power to act for the owner of the following property (the "Property"), hereby authorizes Berkshire Hathaway HomeServices Professional Realty (hereinafter referred to as "BHHS Professional Realty") and the undersigned licensee(s) (Designated Licensee) to offer for sale the Property at the price and terms state below:

B) **ADDRESS:** 2830-2836 E. 130th, Cleveland, OH 44120 "Crandell Park Apartments"
(Street Address) (Municipality) (ZIP)

C) **PRICE:** \$ 2,720,000.00 Perm. Parcel or Tax ID#: 129-17-065 & 129-17-064

D) **EXCLUSIVE RIGHT TO SELL:** In consideration for BHHS Professional Realty and Designated Licensee's efforts, Seller hereby grants to BHHS Professional Realty the sole and exclusive right to sell the Property for a period of 6 months, from this date through midnight on 12/31/2024 (the "Exclusive Period"). In the event of sale, lease or exchange of the Property at the price and terms as may be acceptable to Seller, Seller agrees to pay to BHHS Professional Realty a commission of:

Commercial Sales: 6% Multi-Family: _____
Land (Commercial): _____ Leases: _____

On the full purchase or exchange price.

Seller agrees to refer to Designated Licensee all real estate licensees, consumers, or prospects who may come to Seller directly during the Exclusive Period or any extension thereof. In the event of any sale, lease or exchange of the Property within six (6) months (the "Protection Period") after the Exclusive Period (or any extension thereof) has expired, it is also agreed that Seller will pay the commission described above if the Buyer had contact with BHHS Professional Realty or any real estate licensee regarding the purchase of the Property during the Exclusive Period (or any extension thereof) and Seller knew of or was advised in writing of such contact. Designated Licensee shall furnish Seller a list of all prospects, in writing. And, Seller shall supply that list to any subsequent Broker along with a copy of this Exclusive Right to Sell Agreement.

E) **COOPERATION:** BHHS Professional Realty shall extend an offer of cooperation to: (1) buyer agents who are affiliated with BHHS Professional Realty; and (2) buyer brokers who are members of the Multiple Listing Services. BHHS Professional Realty will not extend any offer of subagency or seller agency to its real estate licensees, other brokers or their real estate licensees. The Property will be entered into one or more of the following listing services by BHHS Professional Realty subject to the rules and regulations of the these services: Northern Ohio Regional (including Cuyahoga, Lake, Geauga, Lorain, and Medina counties); Centralized Real Estate Information Service (including Youngstown, Stark, Akron, Portage, Tuscarawas, Coshocton, and Warren areas); and such other services as may be appropriate. BHHS Professional Realty reserves the right to determine, at its sole and exclusive discretion, with which real estate brokers it will cooperate and the share of its commission that it will offer to cooperating brokers.

F) **EXCLUDED FIXTURES:** (If "none", so state) none
NOTE: Seller agrees that all excluded fixtures shall be written into the purchase agreement.

G) **CONFIDENTIALITY:** By law, BHHS Professional Realty must keep confidential information that Seller designates as such, unless disclosure is required by law. Seller agrees to provide written notice to BHHS Professional Realty and Designated Licensee(s) of information that Seller wishes to be kept confidential.


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- H) **DISCLOSURES:** Seller agrees (1) to disclose to potential Buyers any conditions referenced in the state of Ohio Residential Property Disclosure Form; (2) to provide written disclosure of any other material defects which are or may become known to Sellers and (3) to complete the federal Lead Paint Disclosure addendum if the Property was built before 1978. Seller warrants that there are not encroachments, pending lawsuits, foreclosures, divorce actions, tax, utility, or mechanics liens, or other matter(s) that could affect Seller's ability to provide clear title to the Property, except as follows (if none, so state): _____.

- I) **MARKETING:** In consideration for BHHS Professional Realty efforts to locate a purchaser for the Property, Seller hereby grants to BHHS Professional Realty the sole and exclusive right to publish and to grant to others the right to publish and disseminate any and all descriptive information about the Property, including without limitation print, video, audio, photographic, and electronic descriptions via the Internet, the Seller acknowledges that the same will become the sole and exclusive property of BHHS Professional Realty. Seller does does not authorize BHHS Professional Realty to place a lock box on the property (for residential sales only) so that other real estate licensees may show it to prospective Buyers, and Seller hereby fully releases BHHS Professional Realty, its agents, and employees from any and all claims relating to lock boxes.

- J) **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 Fair Housing Law, 42 U.S.C.A. 3601, 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 by 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.

- K) **BINDING AGREEMENT:** This contract contains all terms agreed upon between BHHS Professional Realty, Designated Licensee(s), and Seller, and there are no other conditions, representations, warranties, or agreements, express or implied. Facsimile signatures shall be deemed binding and valid. Seller acknowledges that BHHS Professional Realty and Designated Licensee(s) are authorized to provide real estate services **only**. Seller agrees to retain independent professionals for legal, accounting, inspection, appraisal, or engineering services.

IF SELLER IS MARRIED, BOTH SIGNATURES ARE REQUIRED

SELLER: <u>Donnie DiGeronimo</u> <small>dotloop verified 07/01/24 5:10 PM EDT 026L-POCS-WJSC-ED1FN</small> <u>07/01/2024</u>	SELLER: _____ Date _____
Print Name: <u>Donnie DiGeronimo on behalf of FUNDMC LLC</u>	Print Name: _____
Address: <u>PO Box 317777, Independence ZIP44131</u>	Address: _____ ZIP _____
Phone: <u>#216.401.1999</u>	Phone: _____
Email: <u>Donnie@vedacle.com</u>	Email: _____

The undersigned hereby agrees to the foregoing individually and on behalf of BHHS Professional Realty.

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DESIGNATED LICENSEE

07/01/2024

DATE