

# TOURING AGREEMENT

## Ohio

This Touring Agreement ("Agreement") is made by and between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Broker") for real property located in the following areas: \_\_\_\_\_ ("Location").

### 1. Purpose of Agreement.

- (a) The sole purpose of this Agreement is for Broker to: (i) consult with Buyer regarding specific properties; and (ii) assist Buyer in locating and touring properties. These activities collectively constitute the "Touring Services."
- (b) In connection with providing the Touring Services, Broker shall adhere to any and all non-waivable duties required under applicable state law for real estate licensees.
- (c) Buyer and Broker agree that they are entering into a non-exclusive agency relationship.

**2. Buyer's Acknowledgement.** Buyer represents that Buyer has not signed an exclusive buyer brokerage agreement for the Location currently in force with another broker.

**3. Duration of Agreement.** This Agreement is entered into this \_\_\_\_\_, 20\_\_\_\_. This Agreement shall expire in seven (7) days at 11:59 p.m. on \_\_\_\_\_, 20\_\_\_\_\_.

### 4. No Fee for the Touring Services.

- (a) Buyer shall not owe or pay Broker any fee for the Touring Services.
- (b) Broker shall not receive compensation for the Touring Services from any source that exceeds the amount or rate agreed to in the agreement with Buyer. For clarity, this shall not be construed to mean the parties can't enter into a subsequent agreement for compensation for additional services as set forth in 4(c) of this agreement.
- (c) If Broker is going to provide Buyer with brokerage services beyond the Touring Services, Buyer and Broker will enter into a separate agreement for such additional brokerage services. **The fee or commission the parties agree to for those services are not set by law, are fully negotiable, and shall be documented in that agreement. Fees may be paid by the seller, the buyer, or a third party, or by sharing or splitting the fees and commissions between brokers.** Broker's compensation for brokerage services beyond the Touring Services, from any source, will not exceed (check one): [  ] \_\_\_\_\_% of the gross purchase price or [  ] \$\_\_\_\_\_ flat fee.

**5. Equal Opportunity.** 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.



[SIGNATURE PAGE FOLLOWS]

Executed by Buyer this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Buyer Name (Print)

\_\_\_\_\_  
Buyer (Signature)

Executed by Broker this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Brokerage Name (Print)

\_\_\_\_\_  
Individual Agent (Signature on behalf of Broker)

\_\_\_\_\_  
Individual Agent License Number