

1 **Exclusive Brokerage Listing Agreement**

2 This Exclusive Brokerage Listing Agreement ("Agreement") is between

3\* JOHN A AMAYA

("Seller")

4\* and HOME WISE REALTY GROUP ("Broker").

5 **1. Authority to Sell Property:** Seller gives Broker the right to be the EXCLUSIVE BROKER in the sale of the real  
6 and personal property (collectively "Property") described below, at the price and terms described below, beginning  
7\* 1-21-24 and terminating at 11:59 p.m. on 3-21-24 ("Termination Date"). Seller  
8 reserves the right to sell the Property directly to a buyer without the assistance of any real estate licensee and, if  
9 successful, does not owe Broker a commission. Upon full execution of a contract for sale and purchase of the  
10 Property, all rights and obligations of this Agreement will automatically extend through the date of the actual  
11 closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This  
12 Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national  
13 origin, or any other factor protected by federal, state, or local law. Seller certifies and represents that she/he/it is  
14 legally entitled to convey the Property and all improvements.

15\* (a) **Description of Property: Street Address:**

16 895 CAROLINA PL  
17 QUIETON FL 32765

18\* Legal Description: None Available

19\*  See Attachment

20\* (b) **Personal Property, including appliances:**

21\*  See Attachment

22\* (c) **Occupancy:**

23 Property  is  is not currently occupied by a tenant. If occupied, the lease term expires \_\_\_\_\_

24\* **2. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to Seller:

25\* (a) **Price:** \$ 159,900

26\* (b) **Financing Terms:**  Cash  Conventional  VA  FHA  Other (specify) \_\_\_\_\_

27\*  **Seller Financing:** Seller will hold a purchase money mortgage in the amount of \$ \_\_\_\_\_  
28\* with the following terms: \_\_\_\_\_

29\*  Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's  
30\* authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or  
31\* whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are  
32\* advised to consult with a legal or mortgage professional to make this determination.

33\* (c) **Seller Expenses:** Seller will pay mortgage discount or other closing costs not to exceed 0 % of the  
34\* purchase price and any other expenses Seller agrees to pay in connection with a transaction.

35\* **3. Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property in accordance with  
36\* this Agreement until a sales contract is pending on the Property.

37\* **4. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller  
38\* because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is  
39\* obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public  
40\* (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in  
41\* the MLS unless Seller directs Broker otherwise in writing. (See paragraph 6(b)(i)). Seller authorizes Broker to  
42\* report to the MLS this listing information and price, terms, and financing information on any resulting sale for use

43\* Seller (JA) and Broker/Sales Associate (Y) acknowledge receipt of a copy of this page, which is Page 1 of 4.  
44\* EBLA-10 Rev 5/2020

45\* This software is licensed to [Mr. Jon Feshan - Home Wise Realty Group, Inc.]  
46\* www.transactiondesk.com.

47\* by authorized Board / Association members and MLS participants and subscribers unless Seller directs Broker  
48\* otherwise in writing.

49\* **5. Broker Authority:** Seller authorizes Broker to:

- 50 (a) Market the Property to the Public (unless limited in Paragraph 6(b)(i) below):
- 51 (i) Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public facing
- 52 websites, brokerage website displays (i.e. IDX or VOW), email blasts, multi-brokerage listing sharing
- 53 networks and applications available to the general public.
- 54 (ii) **Public marketing also includes marketing the Property to real estate agents outside Broker's**
- 55 **office.**
- 56 (iii) Place appropriate transaction signs on the Property, except if Paragraph 6(b)(i) is checked below.
- 57 (iv) Use **Seller's** name in connection with marketing or advertising the Property.
- 58  Display the Property on the Internet except the street address.
- 59 (b) Not Publicly Market to the Public/Seller Opt-Out:
- 60 (i)  **Seller** does not authorize **Broker** to display the Property on the MLS.
- 61 \* (ii) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), a For Sale sign will not be
- 62 placed upon the Property and
- 63 \* (iii) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), **Broker** will be limited to
- 64 marketing the Property only to agents within **Broker's** office.

65 \_\_\_\_\_ / \_\_\_\_\_ **Initials of Seller**



- 66 (c) Obtain information relating to the present mortgage(s) on the Property.
- 67 (d) Provide objective comparative market analysis information to potential buyers.
- 68 (e) (Check if applicable)  Use a lock box system to show and access the Property. A lock box does not ensure
- 69 the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box is for
- 70 **Seller's** benefit and releases **Broker**, persons working through **Broker**, and **Broker's** local Realtor Board /
- 71 \* Association from all liability and responsibility in connection with any damage or loss that occurs.
- 72  Withhold verbal offers.  Withhold all offers once **Seller** accepts a sales contract for the Property.
- 73 (f) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These
- 74 \* websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or
- 75 reviews and comments about a property may be displayed in conjunction with a property on some VOWs.
- 76 Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews
- 77 about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or
- 78 comments and reviews about this Property.
- 79  **Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such
- 80 estimate) to be displayed in immediate conjunction with the listing of this Property.
- 81 \*  **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or
- 82 display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

83 **6. Seller Obligations:** In consideration of **Broker's** obligations, **Seller** agrees to:

- 84 (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to
- 85 **Broker** all inquiries from real estate licensees regarding the Property's transfer, whether by purchase or any
- 86 other means of transfer.
- 87 (b) Recognize **Broker** may be subject to additional MLS obligations and potential penalties for failure to comply
- 88 with them.
- 89 (c) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during
- 90 reasonable times.
- 91 (d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property and immediately upon
- 92 entering into a sales contract with a buyer procured by **Seller**.
- 93 (e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature,
- 94 including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's**
- 95 negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; or (3) the
- 96 existence of undisclosed material facts about the Property. This clause will survive **Broker's** performance and
- 97 the transfer of title.
- 98 (f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).
- 99 (g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not
- 100 readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material
- 101 facts (local government building code violations, unobservable defects, etc.) other than the following:

102 \_\_\_\_\_

103 \* **Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.

104 Seller (  ) ( \_\_\_\_\_ ) and Broker/Sales Associate (  ) ( \_\_\_\_\_ ) acknowledge receipt of a copy of this page, which is Page 2 of 4.

105 EBLA-10 Rev 5/2020

106 This software is licensed to [Mr. Jon Feshan - Home Wise Realty Group, Inc.] Consult appropriate  
107 professionals for related legal, tax, property condition, environmental, foreign reporting requirements, and other  
108 specialized advice.

109 **7. Compensation:** Seller will compensate Broker as specified below for procuring a buyer who is ready, willing, and  
110 able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms  
111 acceptable to Seller. Seller will pay Broker as follows (plus applicable sales tax):

- 112\* (a) 5 % of the total purchase price plus \$ \_\_\_\_\_ OR \$ \_\_\_\_\_, no later  
113 than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's fee  
114 being earned.
- 115\* (b) NA (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is  
116 exercised, Seller will pay Broker the Paragraph 8(a) fee, less the amount Broker received under this  
117 subparagraph.
- 118\* (c) NA (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or agreement to  
119 lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a contract granting  
120 an exclusive right to lease the Property.
- 121 (d) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by  
122 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, with the assistance of  
123 any real estate licensee. (2) If Seller refuses or fails to sign an offer at the price and terms stated in this  
124\* Agreement, defaults on an executed sales contract, or agrees with a buyer to cancel an executed sales  
125 contract. (3) If, within 60 days after Termination Date ("Protection Period"), Seller transfers or contracts to  
126 transfer the Property or any interest in the Property to any prospects with whom Broker or any other real  
127 estate licensee communicated regarding the Property before Termination Date. However, no fee will be due  
128\* Broker if the Property is relisted after Termination Date and sold through another broker.
- 129 (e) **Retained Deposits:** As consideration for Broker's services, Broker is entitled to receive \_\_\_\_\_% (50% if left  
130 blank) of all deposits that Seller retains as liquidated damages for a buyer's default in a transaction, not to  
131 exceed the Paragraph 8(a) fee.

132 **8. Cooperation with and Compensation to Other Brokers: Notice to Seller:** The buyer's broker, even if  
133 compensated by Seller or Broker, may represent the interests of the buyer. Broker's office policy is to cooperate  
134\* with all other brokers except when not in Seller's best interest and to offer compensation in the amount of  
135\*  \_\_\_\_\_% of the purchase price or \$ 100.00 \_\_\_\_\_ to a single agent for the buyer;  \_\_\_\_\_%  
136\* of the purchase price or \$ 100.00 \_\_\_\_\_ to a transaction broker for the buyer; and  \_\_\_\_\_% of  
137 the purchase price or \$ 100.00 \_\_\_\_\_ to a broker who has no brokerage relationship with the  
138\* buyer. None of the above. (If this is checked, the Property cannot be placed in the MLS.)

139\* **9. Brokerage Relationship: (check whichever applies)** Broker will  act as a transaction broker,  act as a  
140 single agent of Seller,  act as a single agent of Seller with consent to transition to transaction broker, or  have  
141 no brokerage relationship with Seller.

142\* **10. Conditional Termination:** At Seller's request, Broker may agree to conditionally terminate this Agreement. If  
143 Broker agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct  
144 expenses incurred in marketing the Property, and pay a cancellation fee of \$ 0 \_\_\_\_\_ plus  
145 applicable sales tax. Broker may void the conditional termination, and Seller will pay the fee stated in Paragraph  
146 8(a) less the cancellation fee if Seller transfers or contracts to transfer the Property or any interest in the Property  
147 during the time period from the date of conditional termination to Termination Date and Protection Period, if  
148 applicable.

149 **11. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other  
150 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be  
151 settled by first attempting mediation under the rules of the American Mediation Association or other mediator  
152\* agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover  
153 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:  
154 **Arbitration:** By initialing in the space provided, Seller (MF) (\_\_\_\_), Sales Associate (MF), and Broker (\_\_\_\_)  
155 agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which  
156 the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator  
157 agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this  
158 Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will  
159 equally split the arbitrator's fees and administrative fees of arbitration.

160 **12. Miscellaneous:** This Agreement is binding on Seller's and Broker's heirs, personal representatives,  
161 administrators, successors, and assigns. Broker may assign this Agreement to another listing office. This  
162 Agreement is the entire agreement between Seller and Broker. No prior or present agreements or representation

163 Seller (MF) (\_\_\_\_) and Broker/Sales Associate (MF) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 4.  
164 EBLA-10 Rev 5/2020

165 This software is licensed to [Mr. Jon Feshan - Home Wise Realty Group, Inc.]  
166 www.transactiondesk.com.

167 will be binding on Seller or Broker unless included in this Agreement. Electronic signatures are acceptable and will  
168 be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals. The  
169 term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories of  
170 potential or actual transferees.

171 **13. Additional Terms:**

172 \_\_\_\_\_  
173 \_\_\_\_\_  
174 \* \_\_\_\_\_  
175 \_\_\_\_\_  
176 \* \_\_\_\_\_

\*  
\*

Seller's Signature [Signature] Date: 1-21-24  
Home Telephone: 209-385-8581 Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Address: 895 CAROLINA PALM PL OUIDO FL 32765  
Email Address: \_\_\_\_\_

\*  
\*

Seller's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_

\*  
\*

177 Authorized Sales Associate or Broker: [Signature] Date: 1-21-24  
178 Brokerage Firm Name: HOME WISE REALTY GROUP Telephone: 407-712-2000  
179  
180 Address: 217 N Westmont Drive, Suite 2012 Altamonte Springs, FL 32714  
181  
182  
183

Copy returned to Seller on \_\_\_\_\_ by  email  facsimile  Mail  Personal

184 Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should  
185 not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the  
186 user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL

187 ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics.

188 The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or com

189 This software is licensed to [Mr. Jon Feshan - Home Wise Realty Group, Inc.]  
190 www.transactiondesk.com.

191 Seller [Signature] and Broker/Sales Associate [Signature] acknowledge receipt of a copy of this page, which is Page 4 of 4.  
192 EBLA-10 Rev 5/2020

193 This software is licensed to [Mr. Jon Feshan - Home Wise Realty Group, Inc.]  
194 www.transactiondesk.com.