



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

(IF NOT UNDERSTOOD PLEASE SEEK LEGAL ADVICE)

This EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (“Agreement”) is between

PBR LLC (“Owner”) and

Top Brokerage (“Broker”) regarding real property in virginia

1. AUTHORITY TO LIST PROPERTY: Owner grants Broker the authority to list Owner’s real and personal property (collectively “Property”) indicated below, at the price indicated below, and at terms described in the Flat Fee MLS package purchased by Owner, for a term based upon the listing package purchased by Owner. The listing period commences and expires as described in this agreement below. Owner certifies that Owner is legally entitled to sell/lease the Property including all improvements thereon.

2. DESCRIPTION OF PROPERTY: Owner certifies Owner is legally entitled to permit Broker to list the following Property in the MLS (Multiple Listing Service), and all improvements thereon:

a) Real Property Address: 1225 Early St

Lynchburg, VA 24503

b) Parcel ID (Found on your tax statement): 02211009

c) Owner agrees to offer for sale/lease through the services provided by Broker the Property, fixtures, and all improvements thereon. All personal property to be conveyed at the time of property transfer shall be transferred free of any liens or other encumbrances.

3. PRICE AND TERMS: Property to be listed in the MLS (Multiple Listing Service) and advertised online following these terms acceptable to Owner:

Property is offered (check one): **FOR SALE** **FOR RENT** Any reference to the method of conveyance of the Property hereinafter will be indicated by the method checked here.

Listing Price: \$40,000 Owner is solely responsible for determining listing price. To change this price, visit Listing Dashboard and we will update this document.

Listing Date: 1/24/2024

Expiration Date: 3/29/2024

4. COMPENSATION / BUYER’S AGENT COMMISSION:

Owner will compensate **Broker** as specified below (“**Commission**”) for procuring a buyer/renter who is ready, willing, and able to purchase/lease the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to **Owner**. **Broker** will share this Commission with any other licensed broker/agent that procures a buyer/renter (such broker/agent will be referred to as “**Cooperating Broker**”) as described below.

Owner will pay **Broker** as follows:

- (a) 5 % of the total purchase price or gross lease (“**Gross Commission**”), no later than the date of closing specified in the sales/lease contract.
- (b) Distribution of **Gross Commission** will be as follows: **Broker** will deduct and will collect 0.5 % (“**Compliance Fee**”) from Gross Commission being offered to a buyer's/renter’s agent to cover administrative, compliance, technology & document storage cost, and to employ and enforce any policies and procedures required to be compliant with State Laws & MLS rules. **THIS COMPLIANCE FEE IS NOT AN ADDITIONAL FEE.** The **Compliance Fee** is *deducted* from the total **Commission**.
- (c) The remaining amount 4.5 %, **Gross Commission** minus **Compliance Fee** (“**MLS Commission**”) will be paid to a Cooperating Broker if a Cooperating Broker procures a buyer/renter and the property is sold/rented. Under this Agreement, **Owner** can sell/lease the Property to any buyer/renter not procured by any agent, in which case no Commission or Compliance Fee is due.

INITIALS: DS
JP _____

5. CHANGING COMMISSION

Owner is not permitted to change **Commission** without full consent from Broker. Owner may not negotiate with any **Cooperating Broker/Agents** directly.

INITIALS: DS
JP _____

The **Agreement** and the **Gross Commission** is an agreement between **Owner** (you) and **Broker** (ListWithFreedom.com, Inc.) and must *never* be discussed with any other real estate agents except for the amount in section 4(c) (**MLS Commission**) which is the amount to be paid to a cooperating broker that procures the sale. Furthermore, any real estate agent (other than **Broker**) that does discuss/negotiate commission directly with **Seller** without **Broker’s** knowledge and/or permission could be liable to a Code of Ethics violations.

6. BROKER OBLIGATIONS AND AUTHORITY:

Broker has the following obligations and authority, in addition to the duties and obligations

imposed by the specific state in which the Property resides and by federal law:

a) **Owner** authorizes **Broker** to place the property in the appropriate local Multiple Listing Service (MLS) with jurisdiction for **Owner's** property's county and state, and to offer the agreed upon compensation to cooperating brokers. All listings are subject to approval and the Rules and Regulations of the MLS.

b) **Owner** authorizes and will cooperate with **Broker** to report to the MLS/Association of Realtors this listing information and price, terms and financing information on any resulting sale or lease. **Owner** authorizes **Broker**, the MLS and/or Association of Realtors to use, license or sell the active listing and sold data.

c) **Owner** authorizes **Broker** to place **Owner's** contact information in the MLS where allowed by MLS rules. All appointments to show Property will be made with the **Owner** directly. Due to the rules and regulations of the MLS, **Broker** may not and will not place **Owner's** contact information on any public website such as but not limited to Realtor.com, Zillow, Trulia, etc. **Broker** will make every effort to forward any leads originating from the Public websites to the **Owner** in a timely manner. However, not all inquiries on public sites will come to **Broker**.

d) **Broker** will maintain the listing. All listing changes must be requested in writing by owner through **Broker's** website at <https://www.topbrokerage.org> ("**Broker's Website**").

e) **Broker** reserves the right to terminate, suspend or change the status of the listing in the MLS without explicit authorization from the **Owner** if the **Broker** deems necessary due to reasons that would indicate that property is not currently for sale, may have been sold, is violating MLS rules, State or Federal laws etc.

f) **Broker**, regardless of the compensation, is still obliged, as all other brokers, to comply with all applicable State and federal laws, regulations and MLS rules.

7. TERMINATION OF AGREEMENT: **Owner** may withdraw their Property from the market by giving written notice to **Broker** at any time as long as there is not an active offer or contract pending on the Property with a buyer/tenant who was procured by a participating licensed real estate agent or otherwise. **Owner** is required to sign the cancellation agreement found at **Broker's** Website.

If **Owner** requests a cancellation, **Owner** is required to sign a **Broker's** cancellation agreement. Upon receipt of the cancellation agreement, Broker will change the MLS Listing status to "cancelled" or other relevant status the MLS offers as an option. Some MLS associations charge a fee to cancel a listing in the MLS which would be required by **Owner** to pay if the following is checked accordingly: **Owner** ___ is required to pay a \$0 cancellation fee prior to cancellation. This fee is not refundable. x is not required to pay a cancellation fee.

INITIALS:

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A refund may only be provided in the event that **Owner** does not accept this Agreement, or this service is cancelled before the listing is entered into the Multiple Listing Service (MLS). After the property is listed, no refunds will be provided/allowed.

Owner may not terminate this Agreement while the Property is under contract. If this agreement expires while the Property is under contract, **Owner's** obligations under this Agreement continue through the closing and transfer of Property.

8. OWNER'S OBLIGATIONS:

The **Owner's** obligations are:

a) **Owner** shall indemnify **Broker** and hold **Broker** harmless from losses, damages, costs and expenses of any nature, including attorney's fees and from liability to any person, that **Broker** incurs because of (1) **Owner's** negligence, representations, misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the Property, or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from **Broker**. This clause will survive **Broker's** performance and the transfer of title or commencement of lease.

b) **Owner** shall make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known. **Owner** is responsible and required to provide an Owner's Real Property Disclosure Statement (varies by State) to disclose any material facts_(e.g. building code violations, pending code citations, unobservable defects, etc.). **Owner** must immediately inform **Broker** of any material facts arising after signing this Agreement.

All disclosures must be made as soon as practicable, but in any event no later than prior to signing any agreement to transfer/lease real estate, the **Owner** of the real estate shall deliver a written disclosure to the buyer/renter and to each agent with whom the **Owner** has dealt with or the buyer/renter has dealt in connection with the Property.

c) **Owner** represents that the Property is not listed with any other broker.

d) **Broker's** fee is due if, within 45 days after Termination Date ("Protection Period"), **Owner** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom **Owner**, **Broker** or any real estate licensee communicated regarding the Property prior to Termination Date. However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another broker.

For forty-five (45) days following expiration of this Agreement, any cooperating broker, as described in paragraphs 4 and 5, above, shall continue to be entitled to the Compensation described in this Agreement should **Owner** transfer Property or any interest in the Property to any ready, willing and able prospects procured regarding the Property prior to expiration by cooperating broker.

e) **Owner** is responsible for but not limited to setting sale/rental price and commission,

advertising, making appointments, showing property, and all closing activities, etc.

- f) **Owner** may take the property temporarily off market for up to 30 days one time during this listing agreement. If the property exceeds 30 consecutive days off market, the listing will be permanently cancelled, and no refund will be issued. If **Owner** would like to relist with **Broker**, a new listing package will need to be purchased and a new listing agreement will be required.
- g) **Owner** agrees to convey marketable title by warranty deed or similar conveyance if Property is sold. **Owner** agrees to convey a marketable title to buyer, evidenced by a policy of title insurance or an abstract certified to date.

9. MINIMUM SERVICES (ILLINOIS ONLY): Pursuant to the Illinois Real Estate License Act of 2000 (265 ILCS 454/1 et seq.), as amended, Sponsoring Broker, through the 28 Designated Agent, must provide to Seller, at a minimum, the following services: (a) accept delivery of and present to Seller offers and counteroffers to buy, sell, 29 lease or otherwise transfer any interest in the Property or any portion thereof; (b) assist Seller in developing, communicating, negotiating and presenting offers, 30 counteroffers and notices that relate to the offers and counteroffers until a lease or purchase agreement is fully executed and all contingencies are satisfied or 31 waived; and (c) answer Seller's questions relating to the offers, counteroffers, notices and contingencies.

10. BROKER SHALL NOT BE AN ESCROWEE: **Owner** shall not execute a contract that requires **Broker** to hold earnest money, due diligence money or anything of value in escrow.

11. OWNER'S MANDATORY DISCLOSURES:

Owner understands that **Owner** has a duty under State law (to which Property resides) to disclose to all prospects facts known to the **Owner** which materially and adversely affect the value of the Property, including violations of governmental laws, rules and regulations, and which are not readily observable. **Owner** understands that State law requires **Broker** to disclose all facts, which materially affect the value of the Property known by **Broker**, which are not readily observable. **Owner** understands that a licensed real estate broker or salesperson ("licensee") working with a buyer/tenant may represent that buyer/tenant and may be required to disclose to the buyer/tenant any information given to him by **Owner** or **Broker**.

Broker shall be responsible for making all disclosures required by law. **Owner** expressly releases **Broker** from any responsibility or liability regarding disclosure requirements beyond those required by applicable law, rules and/or regulations. **Broker** recommends that **Owner** consult with legal counsel concerning disclosure requirements or the completion of any disclosure forms. **Owner** agrees to indemnify and hold **Broker** harmless for any violation of any ordinance, statute, law, rule, and/or regulation regarding **Owner's** disclosure obligations, when such disclosures have been based on the representations, misrepresentations, or omissions of the **Owner**. If the Property was built in 1978 or earlier, **Owner** will provide prospective buyers with all information **Owner** knows about lead-based paint and lead-based paint hazards in the Property and with all available documents pertaining to such paint and hazards, as required

by state and federal law. **Owner** understands the law requires providing this information to prospective buyers/tenants before such buyers/tenants become obligated to the Property.

12. ATTORNEY’S FEES AND COSTS:

If a dispute arises by and between the parties or involving the subject matter of this Agreement and litigation is commenced to enforce the provisions herein or interpret the provisions herein, the prevailing party shall be due its incurred reasonable attorney’s fees and litigation costs, including appellate attorney’s fees and costs, from the non-prevailing party.

13. EQUAL HOUSING OPPORTUNITY:

Federal and state laws make it illegal for **Owner**, **Broker**, or anyone to use RACE, COLOR, RELIGION, or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property. **Owner** also acknowledges that many jurisdictions have stricter laws that extend protection to political beliefs, income, sexual orientation, gender and other factors. **Owner** agrees to investigate and comply with all laws regarding discrimination.

14. REFUND POLICY:

Owner has agreed and has paid **Broker** to provide the service of creating and maintaining an MLS Listing Package and for performing the responsibilities delineated in this Agreement pertaining to listing the Property in the MLS and no refund will be issued whether the Property conveys or not, and no matter who purchases/leases the Property.

INITIALS:



15. OWNER ACKNOWLEDGMENT OF BROKER’S DUTIES:

This Agreement creates an EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT to market Property and describes the performance requirement of **Broker** as set forth herein. **Broker** will meet all obligations under this agreement and will comply with all State and Federal laws, statutes, rules and regulations related to the performance of a **Broker**. No other agreement, expressed or implied, shall be held to impose any greater relationship than what is set forth in this Agreement.

16. BROKER COMMUNICATIONS AND ELECTRONIC SIGNATURES:

Owner authorizes all **Broker** communications to **Owner** to be via e-mail. **Owner** authorizes **Broker** to use **Owner’s** e-mail address on file with **Broker**. **Owner** will provide another email

address if experiencing email receipt problems including if their email settings filter out **Broker's** emails.

Broker and **Owner** agree that an Electronic Signature of any document executed through **Broker's** website ratification system, including but not limited to this Contract and addendums or amendments to this Contract, will be binding on both **Broker** and **Owner** and will be treated for all intents and purposes as if it was physically signed. "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. **Owner** hereby consents to the use of third-party electronic signature capture service providers as chosen by **Broker**.

17. MLS AND PHOTO COPYRIGHT:

Upon listing the Property in the MLS, **Broker** will email **Owner** a report of the MLS listing ("proof sheet") using the designated report function of the MLS in which the listing was placed. The proof sheet sent by **Broker** to **Owner** and all information on it is copyrighted by the MLS. **Owner** agrees that this proof sheet is sent solely for data accuracy purposes and will not distribute the file in any way to anyone. **Owner** will be responsible for any MLS fines resulting from distributing the MLS proof sheet. If **Owner** desires a highlight sheet, **Broker** recommends that **Owner** use their Realtor.com listing for this purpose.

Photos from any previous listings are copyrighted by the former broker. **Owner** will submit only original, non-copyrighted photos to **Broker**. **Owner** is responsible for any MLS fines and claims of infringement from using copyrighted photos. All photos that were previously used on the MLS or on any website are copyrighted and cannot be used by **Broker**.

Penalties for photo copyright infringement can be up to \$150,000.00 per picture.

18. DOCUMENT PREPARATION:

Broker must and will comply with all State, Federal laws, rules and regulations in making any disclosures. **Broker** has a duty of honesty and fair dealing with respect to any disclosures made to buyer/tenant or buyer's/tenant's agent, whether those disclosures are made verbally or in writing. **Broker** has a duty to disclose all facts known to the **Owner** materially affecting the value of the property, which are known to **Owner**, which might not be otherwise readily observable by the parties in a transaction.

19. NO OTHER BROKER CONTRACTS:

Owner will not list this Property with another broker during this Contract's term unless **Owner** first cancels this Contract under the terms of Paragraph 6.

20. THIRD PARTY DISPUTES (OWNER'S DUTY TO DEFEND):

In the event of any claim in arbitration, litigation, or otherwise, which:

a) is based upon any alleged actions or omissions of **Owner**, or which is against **Broker** and seeks payment of a commission or money damages, in connection with the sale/lease or attempted sale/lease of the Property, and in which any claim of malfeasance or fault (whether alleged or not alleged in the claim) by **Broker** is based in whole or in part on misrepresentations of any sort made by **Owner** to **Broker**, or

b) involves **Broker** as a necessary party but is primarily based upon some act of malfeasance, intentional wrong, or negligence of **Owner**, then

c) **Owner** agrees to indemnify, defend, and hold **Broker** harmless from, and provide a full defense and aid to **Broker** with respect to any such claim or lawsuit. **Owner's** duty to defend shall include contribution and reimbursement from **Owner** for all costs incurred by **Broker** because of such claim or lawsuit with all costs of litigation, including but not limited to attorney fees, costs of investigation, travel costs, all costs of collection, and collection agency fees.

21. CHOICE OF LAW AND FORUM:

The venue for all disputes by and between the parties, which involve litigation, shall be filed in the county of Campbell. The parties shall participate in one session of mediation, with a qualified mediator, for at least one hour, prior to either party filing suit. Arranging for and payment for this mediation shall be the responsibility of the party seeking to file suit. Failure to reasonably comply with the mediation requirement shall be good cause for immediate dismissal of any action which is filed. This mediation requirement may be waived in a writing signed by **Broker** and **Owner**.

22. LIMITED REMEDY AVAILABLE TO OWNER:

The parties agree that, in the event of any failure, defect, or malfunction of the MLS listing, the only remedy available to **Owner** shall be a prorated refund for unperformed services from the fees paid by **Owner**. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this Agreement. The parties agree that **Broker** will not be liable for any lost profits or consequential damages of any nature caused to the business or property of **Owner** by any failure, defect, or malfunction of **Owner's** listing or product purchased from **Broker**. If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. This Agreement shall be governed by and construed in accordance with the laws of the State in which the listed Property is located. **Owner** acknowledges **Broker** maintains its physical place of business in the state of Florida. .

23. NOTIFICATIONS BY OWNER:

Owner agrees to notify and provide **Broker**, within 24 hours, in the event any of the following occurs:

- a) **Owner** enters into a contract to sell the property; and provide the contract to **Broker**
- b) **Owner** wishes to change the listing price.

- c) **Owner** decides not to sell the Property.
- d) Closing or settlement and to provide Closing statement to **Broker**.

FAILING TO COMPLY WITH ABOVE WILL RESULT IN A FINE FROM THE MLS THAT WILL BE THE OWNER'S OBLIGATION TO PAY IMMEDIATELY UPON BEING NOTIFIED BY BROKER.

INITIALS:

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24. NOTIFY BROKER OF ENTERING INTO A CONTRACT:

Owner, upon entering into a contract/lease with a buyer/tenant, agrees to notify **Broker**, within 24 hours, of the fact that Property is under contract/lease, and will advise **Broker** of the name and phone number of the settlement agent or attorney involved and provide a complete and fully executed copy of the contract and all addendum thereto. The complete copy of the fully executed contract must be emailed to **Broker** via listings@topbrokerage.org. The failure to do so may result in an MLS fine to **Broker**, which will be charged to the **Owner** and due on the day **Owner** is notified. Upon the sale/lease of the Property, **Owner** agrees to deliver to **Broker**, within 24 hours, the following documents or information by email at listings@topbrokerage.org:

- a) Copy of the CD/Settlement statement or closing statement. Please include the names of involved buyer's/tenants, cooperating brokers, sales price, commission, concessions (if any), closing date, buyer's/renter's name, so we may properly update the MLS,
- b) Copy of Sales Contract or lease contract including all addenda and amendments, if any, any written verification by the escrow agent that all required deposit(s) have been paid, **MUST** be submitted to **Broker** within 24 hours via email at listings@topbrokerage.org.
- c) **Owner's** new address and contact information after closing.
- d) **Owner** may not terminate this Agreement and must comply with all terms above while the Property is under contract.

25. TRANSFER OF THIS CONTRACT

(a) **Owner** agrees that **Broker** may transfer this Agreement to another broker when or if:

1. **Broker** stops doing business, OR
2. **Broker** forms a new real estate business, OR
3. **Broker** joins **Broker's** business with another.

(b) **Broker** will notify **Owner** immediately in writing if **Broker** transfers this Agreement to another broker. **Owner** will follow all requirements of this Agreement with the new broker.

26. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between **Owner** and **Broker** and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions, or deletions to this Agreement must be in writing and signed by both **Owner** and **Broker**.

I (we), as **Owner(s)**, acknowledge that I(we) have good title to the Property and full authority to execute this Agreement.

DocuSigned by:
Joseph Potenza
739FC11A4BEF41E...

AUTHORIZED SELLER 1 SIGNATURE

1/24/2024

DATE SIGNED

AUTHORIZED SELLER 2 SIGNATURE

DATE SIGNED

Signer Name: Joseph Potenza

DocuSigned by:
Anthony Giglio
2AF7C215E3C54AB...

BROKER SIGNATURE

1/24/2024

DATE SIGNED

Printed Name: Anthony Giglio