

5. **SELLER OBLIGATIONS:** In consideration of **Broker's** obligations, **Seller** agrees to:

- a. Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker** all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
- b. Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during reasonable times.
- c. Inform **Broker** prior to leasing, mortgaging or otherwise encumbering the Property.
- d. 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, the **Broker** incurs because of:
 - (1) Seller'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**.

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

a. To pay the **Broker** at time of closing the sale of the property, compensation in the amount of (select one) () \$ _____ or () 6 % of the gross purchase price plus applicable federal, state and local taxes along with a \$ 250.00 processing and documentation fee for **Broker's** services in effecting the sale by finding a **Buyer** ready, willing and able to purchase the Property pursuant to this contract. However, closing is not a prerequisite for **Broker's** fee being earned.

b. _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised **Seller** will pay **Broker**, the paragraph 6 (a) fee less the amount **Broker** received under this subparagraph.

c. _____ (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or agreement to lease, whichever is soonest. This fee is due if the Property is or becomes the subject of a contract granting an Exclusive Right to Lease the Property.

d. **Broker** fee is due in the following circumstances:

- (1) If any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the **Buyer** is secured by **Broker**, **Seller** or any other person.
- (2) If **Seller** refuses or fails to sign an offer at the price and terms stated in this Contract, defaults on an executed sales contract or agrees with **Buyer** to cancel an executed sales contract.
- (3) If, within 120 days after termination date (Protection Period), **Seller** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom **Seller** or **Broker** 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**.

7. **CONDITIONAL TERMINATION:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct expenses incurred in marketing the Property and pay a cancellation fee of \$500.00 plus applicable sales tax. **Broker** may void the conditional termination and **Seller** will pay the fee stated in paragraph 6 (a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the property during the time period from the date of conditional termination to Termination Date and Protection Period, if applicable.

8. **DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All controversies, claims and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and cost, unless the parties agree that disputes will be settled by arbitration as follows:

Arbitration: By initialing in the space provided, Seller (EMS) (____), Listing Associate (RP) and Listing Broker (MS) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration or litigation (including appeals and interpleaders) will pay its own fees, costs, and expenses, including attorneys' fees and will equally split the arbitrator's fees and administrative fees of arbitration.

9. **COOPERATION WITH OTHER BROKERS:** This agreement is binding on Buyer's and Seller's heirs, personal representatives, administrators, successors, and assigns. Signatures, initials, and modifications communicated by facsimile will be considered as originals. The term "Buyer" as used in the Agreement includes buyers, tenants, exchangers, optionees and other categories of potential or actual transferees.

IN WITNESS WHEREOF, SELLER and BROKER hereto have executed this Listing Contract on the day and year below provided, with each party acknowledging receipt of a copy thereof.

Evelyn M Stewart _____
(Sellers Signature) (Date) (Sellers Signature) (Date)

Evelyn Stewart _____
(Sellers Printed Name) (Sellers Printed Name)

Seller's Mailing Address: _____
Seller's Contact # (Home) _____ (Office) _____ (Cell) _____ (Fax) _____
Email Address: _____ marigold11796@hotmail.com

Renee Paricio _____
(Authorized Broker's Signature) (Listing Licensee's Printed Name)

Brokerage Firm Name: **SUNSET COMMUNITIES LLC**
1904 SE 43RD ST UNIT 203
CAPE CORAL, FL 33904