

# EXCLUSIVE LISTING AND AGENCY AGREEMENT

This is a listing and agency agreement ("Agreement") between:

Carol Boehm Linda Ware ("Seller") and Murex Home Sales LLC ("Dealer") collectively ("the Parties"). The Parties agree that Dealer shall have an exclusive right to sell the below property ("Property") pursuant to the terms of this Agreement and that Dealer may act on Seller's behalf in accordance with the terms of this Agreement.

## DEALER INFORMATION:

Name: Murex Home Sales LLC  
Address: 27110 Jones Loop Road  
City/State/Zip: Punta Gorda, FL 33982  
Phone: (941) 575-6220  
Dealer #: DH/1038919/3

## PROPERTY DESCRIPTION AND LOCATION:

Year 1992 Make Skyline Model Im Springs Custom  
Square Footage \_\_\_\_\_ Bedrooms 2 Bathrooms 2  
VIN(s) N/A N/A  
Tax Paid \_\_\_\_\_ Tax Due \_\_\_\_\_  
Lien Amount \_\_\_\_\_ Lienholder \_\_\_\_\_  
Seller(s) Names(s) Carol Boehm Linda Ware  
Seller(s) Address \_\_\_\_\_  
Seller 1 Phone 941-268-0024 Seller 2 Phone \_\_\_\_\_  
Seller 1 Email \_\_\_\_\_ Seller 2 Email \_\_\_\_\_  
Community Riverside Oaks Current Lease Amount 278.70  
Property Address 27205 Jones Loop Road #18, Punta Gorda, FL 33982  
Special Instructions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Any blanks not filled in are exempt from this agreement\*

**This Agreement constitutes the authority for dealer to sell, on Seller's behalf, the Property on the terms as described herein:**

1. Dealer is hereby authorized to negotiate for the sale of, and to sell, said Property at its present location to a buyer ("Buyer") who pays no less than 75,900.00 and meets all other conditions of this Agreement. The Dealer will serve as the transactional agent.
2. Seller agrees to deliver said Property to Buyer free and clear of all liens, including taxes, assessments, licensing fees, etc., including any ground rental paid to the date of delivery, and that the Property shall be delivered free and clear of all judgements or encumbrances, including any personal property being sold therewith.
3. Evidence of title will be furnished in the form of a current certificate of title.
4. The Property is being sold "as is/where is with all faults".
5. Dealer will offer the Property for sale to any person without regard to race, color, religion, sex, family status, disability, national origin, sexual orientation, source of income or any other factor protected by federal, state, or local law.
6. Dealer is authorized, on behalf of Seller, to accept the offer of any Buyer for purchase of the Property, in accordance with the terms of this Agreement. Dealer is further authorized to execute a contract of sale on behalf of the Seller consistent with the terms of this Agreement. Such contract of sale will be binding on Seller.
7. Dealer may negotiate and sell the Property for a lesser sum or upon different terms, if the Seller agrees to such changes in writing.
8. Seller agrees that Dealer has the exclusive right to advertise the Property. Advertisement includes, but is not limited to: insertion of advertisements in newspapers; placement of advertisement on internet sites; placing a "For Sale" sign on the Property; and exhibiting the Property at reasonable hours to prospective buyers. Seller agrees to provide a key to dealer to provide access to the Property for scheduled showings.
9. If, by mutual consent, the Property is to be withdrawn from sale before the expiration date of this Agreement, Seller agrees to pay Dealer one and one-half percent (1-1/2%) of the listed price or one thousand dollars (\$1,000.00), whichever is greater as liquidated damages to reimburse Dealer for advertising, sales costs, and losses incurred as the result of early termination of this Agreement.
10. If a sale or exchange of the Property is made with a buyer procured by Dealer, by Seller, or by any other person, at the price or upon the terms specified herein, or at any other terms and price accepted by the Seller during the life of this Agreement (or within three (3) months after termination of this Listing Agreement to a Buyer whose name Dealer has provided in writing to Seller prior to termination of this Agreement), the Seller agrees to pay Dealer a commission ("Commission") as follows:  
6.0% of the purchase price or \$2,500.00, whichever is greater.
11. For the payment of the Commission, which shall be due and payable upon consummation of any contract to sell or sale made hereunder, Dealer shall have an equitable lien upon the Property therefore, and upon any proceeds in whole or in part of a sale.
12. While this Agreement is in effect, Seller agrees not to lease, rent, sell, or negotiate for the sale of the Property, except through Dealer. Seller further agrees not to give any other broker, firm, or person authority to sell or negotiate for the sale of the Property. Seller agrees to refer to Dealer all inquiries received concerning sale of the Property.

13. In the event any buyer forfeits deposit paid pursuant to a contract for sale of the Property, it will be equally divided between Seller and Dealer. Such amounts are to compensate Dealer for work performed and efforts set forth under this Agreement.

14. No deductions shall be made of the amount of the Commission if Seller accepts as part of consideration other property of any kind in trade.

15. Possession of the Property is to be delivered to the Buyer by time of the consummation of the sale and transfer of title, unless Buyer and Seller agree otherwise. Seller accepts liability for maintaining and delivering the Property in similar condition as offered for sale. Buyer or his/her representative has the right to enter and inspect Property and acknowledge that all equipment is in working order. Dealer has no responsibility for the condition of the Property.

16. Seller understands that any Buyer will be required to fill out an application for residency. Any sale will be contingent upon approval of the application by the Community Management.

17. Items included with the sale of the Property are listed on a separate attached list - Addendum A.

18. Seller certifies that there are no rights of first refusal to purchase the Property in existence in favor of anyone (including, but not limited to Seller's landlord) except: \_\_\_\_\_

19. The Parties agree that this Agreement incorporates all of the contemplated terms including any verbal promises.

20. Seller agrees to indemnify, defend, and hold Dealer harmless for any and all causes of action or claims that any person may bring against Dealer relating to this Agreement and Seller's obligations under this Agreement. This includes, but is not limited to, any actions or causes of action relating to the condition of the Property and any liens or judgments related to the Property.

21. Seller fully understands and agrees that this is a legal binding contract and further acknowledges that he/she fully understands all the terms and conditions as herein stated. Seller acknowledges by executing this contract, that he/she is employing Dealer to act as his/her agent for the purposes set forth herein.

22. The Parties hereby consent to settle any and all disputes through arbitration services. The Parties waive the right to a jury trial.

23. If any arbitration or lawsuit arises from this Agreement, or relating to the sale of the Property, the prevailing party shall be entitled to recover all litigation costs and arbitration fees, including reasonable attorney fees, from the non-prevailing party.

24. The term of this agreement is 180 days, beginning on 3/11/2024. The Listing Agreement will automatically renew for additional subsequent 90-day terms, unless written notice is provided to the Dealer ten (10) days prior to the end of any term.

[Signature]  
Seller 1

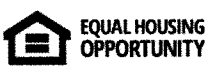
[Signature]  
Seller 2

[Signature]  
Murex Home Sales LLC Salesperson

3/7/24  
Date

3/7/24  
Date

3/8/24  
Date



Seller(s) initials: [Signature]

