

KI GLOBAL REALTY INC.

68 Jay St Suite 201 Brooklyn, NY 11201

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Date: March 8th 2024

Owner/Seller/Representative: Yvonne Mullings

Property address: 238 East 88th St

City: Brooklyn, State: NY Zip: 11236

Broker/Agent: **KENDELL ROUGIER**

Address: 68 Jay St Suite 201

City: Brooklyn

State: NY Zip: 11201

This agreement grants the above-mentioned licensed broker/agent exclusive right to sell and find buyers for the above property, described in Exhibit "A," attached.

1. Seller's Guarantee.

The seller guarantees that they are the property's exclusive owner and have lawful authority to sell and convey it. The seller guarantees that the property is free of any encumbrances and not subject to limitations of any kind. The seller gives the agent the exclusive right to advertise and sell the property at the agreed-upon price and terms, or at a different price if accepted by the seller, without regard to the purchaser's race, creed, color, or place of national origin.

2. Term.

The term of this agreement shall be **SIX 6 months**, beginning on the date of signing this agreement and ending six months after that, unless both parties agree to extend the ending date or cancel this agreement.

3. Seller's Agreement.

If applicable at closing, the seller agrees to pay prorated taxes, insurance, rent, and interest on encumbrances. The seller will pay all current liens before or at closing time. Seller warrants that the property description, Exhibit "A," is accurate and agrees to follow customary procedures to

secure a merchantable title for the closing if the agent finds a purchaser for the property. Seller agrees not to lease the property, or any portion of it, during the term of this agreement.

4. Agent's Agreement.

The agent agrees to use his/her best efforts to secure purchasers for the property, including advertising in appropriate publications, supplying complete information to and assisting cooperating agents, if any, and taking all reasonable precautions to protect the seller and property during the term of this agreement.

5. Commission.

At closing, the seller agrees to pay the broker/brokers a commission of **5%** of the property's purchase price. The commission is payable regardless of whether the agent, cooperating agent, third party, or seller affects the sale of the property. The listing price would be:

Eight hundred and fifty thousand dollars. \$850,000.00

If, within 30 days of termination of this agreement, the seller agrees to sell to a purchaser who was shown the property during the term of this agreement. The seller agrees to pay the agreed-upon commission to the broker/agent. The listing broker/agent may represent and receive commissions from both parties in the property sale as long as both parties agree.

6. Prospective Purchaser.

If any prospective purchaser contacts the seller, the seller agrees to provide the broker with the name, address, and telephone number of the said prospective purchaser within 24 hours of initial contact. The seller agrees that the agent will handle all future communications.

7. Deposit.

According to the State of New York laws, any money paid as a deposit or binder regarding the property should be deposited with an authorized escrow agent. However, if a sale is not completed and the purchaser forfeits the deposit, the agent may retain 50% of the deposit. Or a sum equal to the agreed-upon commission that the agent would have received from the sale, whichever is less, as compensation.

8. Agent's Guarantee.

This agreement does not guarantee a sale of the property. However, the broker/agent promises to apply my best efforts and skills to sell the property during the term of this agreement.

9. Authority of Agent.

The agent may use the seller's name in connection with the marketing or advertising of the property. Seller gives the agent the authority to solicit and obtain any and all information concerning the property and any liens and encumbrances on the property. Seller agrees to execute all documents required for this purpose.

10. Severability.

Suppose any provision in this agreement is found to be unenforceable under the Law. In that case, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception.

11. Prior Agreements.

This document contains the entire agreement between the seller and the agent. No prior agreements, verbal statements, or understandings pertaining to any of the matters in this agreement shall be effective for any purpose.

12. Amendments.

Any modifications or amendments to this agreement must be made in writing and signed by both parties.

13. Governing Law.

This agreement and all transactions carried out in connection with it shall be governed by and enforced in accordance with the laws of the State of New York. The merits of any dispute arising under or in connection with this agreement shall be determined by arbitration before an arbitrator in the county of New York, State of New York, pursuant to the commercial arbitration rules then in effect with the American Arbitration Association. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

14. Heirs and Assigns.

The agreements contained in this contract are binding upon the owner/seller and agent and their respective heirs, successors, legal representatives, and assigns.

15. Assignment.

Neither party may assign this agreement without the express written consent of the other.

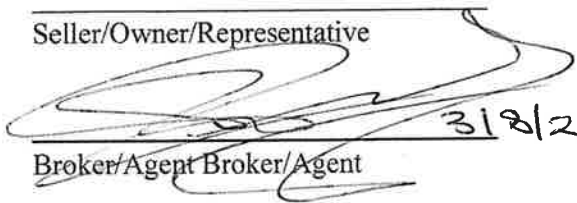
16. Additional Notes. Property being sold "As Is"

Signed and delivered on: 3/7/2024



Seller/Owner/Representative.

Seller/Owner/Representative

Seller/Owner/Representative


Broker/Agent Broker/Agent 3/8/24

Seller/Owner/Representative

The Human Rights Law of the State of New York prohibits a Broker from discriminating in the rental or sale of real property based on Race, Creed, Color, National Origin, Sex, Age, Disability, or Familial Status.