

ALL FLORIDA HOME SALES, INC.

LISTING AGREEMENT

ALL FLORIDA HOME SALES, INC. \_\_\_\_\_ ("Broker") and  
KENDALL MOREINO \_\_\_\_\_ (Seller's).

Authority to Sell Property: Seller gives Broker the right to be the EXCLUSIVE BROKER in the sale of the personal property (collectively "Property") described below, at the price and terms described below, beginning 03/25/2024 and terminating at 11:59 p.m. on 07/25/2024 ("Termination Date") . Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

Description of Property:

Vin: \_\_\_\_\_ Make: \_\_\_\_\_ YEAR: \_\_\_\_\_

Street Address: 4 CIRCLE DR MT DORA, FL

Community/Manager: MT DORA ESTATES

Personal Property, including appliances:  
\_SEE DATA SHEET

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

Price and Terms: The property is offered for sale on the following terms or on other terms acceptable to Seller:

Price: \$ 14,500.00

Financing Terms: Cash ,Conventional

**Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property in accordance with this Agreement until a sales contract is pending on the Property. Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public facing websites, brokerage website displays (i.e. IDX or VOW), email blasts, multi-brokerage listing sharing networks and applications available to the general public. Public marketing also includes marketing the Property to real estate agents outside Broker's office.  
Place appropriate transaction signs on the Property

Provide objective comparative market analysis information to potential buyers.

X Use a lock box system to show and access the Property. A lock box does not ensure the Property's security. Seller is advised to secure or remove valuables. Seller agrees that the lock box is for Seller's benefit and releases Broker, persons working through Broker from all liability and responsibility in connection with any damage or loss that occurs.

**Seller authorizes Broker to:** 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):

\_\_\_\_% of the purchase price PLUS \$\_\_199.00\_\_\_\_\_ OR  
\$ 2500.00 \_\_\_\_\_, plus \$199.00 no later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's fee being earned. \_\_\_\_\_ (\$ or %) plus \$199 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 8(a) fee, less the amount Broker received under this subparagraph.

**Broker's 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, with the assistance of any licensee. (2) If Seller refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to cancel an executed sales contract. (3) If, within 30 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 Broker or any other real estate licensee communicated regarding the Property before Termination Date. However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another broker. **Retained Deposits:** As consideration for Broker's services, Broker is entitled to receive \_\_\_\_\_% (50% if left blank) of all deposits that Seller retains as liquidated damages for a buyer's default in a transaction.

**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 \$ ~~499.00~~ 0.00 \_\_\_\_\_, plus applicable sales tax. Broker may void the conditional termination, and Seller will pay the fee 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.

**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 costs, unless the parties agree that disputes will be settled by

Arbitration: By initialing in the space provided, Seller (\_\_\_\_), Sales Associate (\_\_\_\_) and Broker (\_\_\_\_) 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 to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.

**Miscellaneous:** This Agreement is binding on Seller's and Broker's heirs, personal representatives, administrators, successors, and assigns. Broker may assign this Agreement to another listing office. This Agreement is the entire agreement between Seller and Broker. Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements, and other specialized advice.

SPECIAL CLASSES:

Seller's Signature: *Rendall Moreino* dotloop verified  
04/02/24 12:21 PM EDT  
METG-SJTN-ZIIA-9GGW Date: \_\_\_\_\_  
 Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_  
 Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Authorized Sales Associate or Broker: *KAREN GIBSEY* dotloop verified  
03/25/24 3:14 PM EDT  
XZRL-78ZI-KFXG-Z9FH  
 Date: \_\_\_\_\_ Brokerage Firm Name: ALL FLORIDA HOME SALES, INC.  
 Telephone: 352-525-2311  
 Address: 711 W. MAIN ST #103 LEESBURG FL 34748