

Exclusive Brokerage Listing Agreement



This Exclusive Brokerage Listing Agreement ("Agreement") is between
Ronald Joseph Gillo OR Jenny Gillo ("Seller")
and Home Wise Realty Group ("Broker").

1. Authority to Sell Property: Seller gives Broker the right to be the EXCLUSIVE BROKER in the sale of the real and personal property (collectively "Property") described below, at the price and terms described below, beginning 5/31/2024 and terminating at 11:59 p.m. on 8/31/2024 ("Termination Date"). Seller reserves the right to sell the Property directly to a buyer without the assistance of any real estate licensee and, if successful, does not owe Broker a commission. 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.

2. Description of Property:
(a) Street Address: 1032 Lantania Place, Oviedo, FL 32765
Legal Description: N/A

(b) Personal Property, including appliances: All Appliances as Seen
(c) Occupancy: owner
Property is not currently occupied by a tenant. If occupied, the lease term expires N/A

3. Price and Terms: The property is offered for sale on the following terms or on other terms acceptable to Seller:
(a) Price: \$ 185,900 -
(b) Financing Terms: [X] Cash [ ] Conventional [ ] VA [ ] FHA [ ] Other (specify)
[ ] Seller Financing: Seller will hold a purchase money mortgage in the amount of \$
with the following terms:
[ ] Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ plus an assumption fee of \$ . The mortgage is for a term of years beginning in , at an interest rate of % [ ] fixed [ ] variable (describe)
Lender approval of assumption [ ] is required [ ] is not required [ ] unknown. Notice to Seller: (1) You may remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing. (2) Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are advised to consult with a legal or mortgage professional to make this determination.
(c) Seller Expenses: Seller will pay mortgage discount or other closing costs not to exceed 0% of the purchase price and any other expenses Seller agrees to pay in connection with a transaction.

4. 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.

5. Multiple Listing Service: Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in the MLS unless Seller directs Broker otherwise in writing. (See paragraph 6(b)(i)). Seller authorizes Broker to report to the MLS this listing information and price, terms, and financing information on any resulting sale for use

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106 (h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting  
 107 requirements, and other specialized advice.

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

111\* (a) 5 % of the total purchase price plus \$ 250- OR \$ \_\_\_\_\_, no  
 112 later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's  
 113 fee being earned.

114\* (b) N/A (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is  
 115 exercised, Seller will pay Broker the Paragraph 8(a) fee, less the amount Broker received under this  
 116 subparagraph.

117\* (c) N/A (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or  
 118 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a  
 119 contract granting an exclusive right to lease the Property.

120 (d) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by  
 121 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, with the assistance of  
 122 any real estate licensee. (2) If Seller refuses or fails to sign an offer at the price and terms stated in this  
 123 Agreement, defaults on an executed sales contract, or agrees with a buyer to cancel an executed sales  
 124\* contract. (3) If, within 60 days after Termination Date ("Protection Period"), Seller transfers or contracts to  
 125 transfer the Property or any interest in the Property to any prospects with whom Broker or any other real  
 126 estate licensee communicated regarding the Property before Termination Date. However, no fee will be due  
 127 Broker if the Property is relisted after Termination Date and sold through another broker.

128\* (e) Retained Deposits: As consideration for Broker's services, Broker is entitled to receive 50 % (50% if  
 129 left blank) of all deposits that Seller retains as liquidated damages for a buyer's default in a transaction, not to  
 130 exceed the Paragraph 8(a) fee.

131 **9. Cooperation with and Compensation to Other Brokers: Notice to Seller:** The buyer's broker, even if  
 132 compensated by Seller or Broker, may represent the interests of the buyer. Broker's office policy is to cooperate  
 133 with all other brokers except when not in Seller's best interest and to offer compensation in the amount of  
 134\*  \_\_\_\_\_ % of the purchase price or \$ N/A to a single agent for the buyer;  \_\_\_\_\_ % of the  
 135\* purchase price or \$ N/A to a transaction broker for the buyer; and  \_\_\_\_\_ % of the purchase  
 136\* price or \$ N/A to a broker who has no brokerage relationship with the buyer.  
 137  None of the above. (If this is checked, the Property cannot be placed in the MLS.)

138\* **10. Brokerage Relationship: (check whichever applies)** Broker will  act as a transaction broker,  act as a  
 139\* single agent of Seller,  act as a single agent of Seller with consent to transition to transaction broker, or  
 140\*  have no brokerage relationship with Seller.

141 **11. Conditional Termination:** At Seller's request, Broker may agree to conditionally terminate this Agreement. If  
 142 Broker agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct  
 143\* expenses incurred in marketing the Property, and pay a cancellation fee of \$ \_\_\_\_\_ plus  
 144 applicable sales tax. Broker may void the conditional termination, and Seller will pay the fee stated in Paragraph  
 145 8(a) less the cancellation fee if Seller transfers or contracts to transfer the Property or any interest in the Property  
 146 during the time period from the date of conditional termination to Termination Date and Protection Period, if  
 147 applicable.

148 **12. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other  
 149 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be  
 150 settled by first attempting mediation under the rules of the American Mediation Association or other mediator  
 151 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover  
 152 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:  
 153\* **Arbitration:** By initialing in the space provided, Seller (R) (JG), Sales Associate (B), and Broker (B)  
 154 agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which  
 155 the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator  
 156 agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this  
 157 Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will  
 158 equally split the arbitrator's fees and administrative fees of arbitration.

159 **13. Miscellaneous:** This Agreement is binding on Seller's and Broker's heirs, personal representatives,  
 160 administrators, successors, and assigns. Broker may assign this Agreement to another listing office. This  
 161 Agreement is the entire agreement between Seller and Broker. No prior or present agreements or representations

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162 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and  
163 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.  
164 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories  
165 of potential or actual transferees.

166\* **14. Additional Terms:**

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168  
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171  
172\* **Seller's Signature:** *[Handwritten Signature]* <sup>Cell</sup> Date: 5/3/24

173\* Home Telephone: \_\_\_\_\_ Work Telephone: 407-221-0096 Facsimile: \_\_\_\_\_

174\* Address: 1032 Lantania Pl Oviedo, FL 32765

175\* Email Address: \_\_\_\_\_

176\* **Seller's Signature:** *[Handwritten Signature]* <sup>Cell</sup> Date: 5/3/24

177\* Home Telephone: \_\_\_\_\_ Work Telephone: 407-221-0422 Facsimile: \_\_\_\_\_

178\* Address: Same

179\* Email Address: \_\_\_\_\_

180\* **Authorized Sales Associate or Broker:** *[Handwritten Signature]* Date: 5/3/24

181\* Brokerage Firm Name: Home Wise Realty Group Telephone: 407-435-9026

182\* Address: 217 N Westmonte Pk. Ste 2012 Altamonte Spg 32714

183\* Copy returned to **Seller** on 5/3/24 by  email  facsimile  mail  personal delivery.

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