



Critchley & Associates Realty

527 NE 8th Ave
Ocala, FL 34470

352-659-3569 - Cell

Listing Contract - Exclusive Right to Sell

This Agreement is made between the undersigned Agent ("Agent") and ANDREW MCINTOSH, CASSANDRA MCINTOSH ("Sellers")

Agent: McIntosh, Andrew S.

- 1. In consideration of the services to be performed by the Agent, set forth below, Seller hereby gives Agent the sole and exclusive right to procure a Purchaser for the property described below upon the terms and conditions set further in this contract
Street Address: 8050 NW 48th Ln.
City, State and Zip Code: Ocala, FL 34482
Term of Contract: From 06/07/2024 to midnight on 06/01/2025 at which time this contract shall expire.
Listed Price: \$ 375,000.00 On such terms as shall be satisfactory to Seller.
2. The Agent shall act as an agent of the Seller. All communications and inquiries regarding the property, offers to purchase, sales contracts and this listing contract shall be directed by Agent to the Seller at its address set forth below.
3. i) If a Purchaser is procured for the property by Agent, at the price and in accordance with the terms set forth in this contract, or at any other price and terms accepted by Seller in writing during the term of this contract, and the sale to such Purchaser is actually closed, Seller agrees to pay the Broker a commission at the closing of the sale of 4% of the purchase price
ii) Should Seller provide the buyer in the successful transaction closing, Agent will be entitled to 50% of the above stipulated commission rate, at time of transfer of title
iii) If Seller, decides to sell the property at auction or as part of a bulk sale of multiple properties, upon notice thereof to Agent, this contract shall automatically terminate and be of no further force or effect, and in such event, no commission will be due or paid to the Agent.
4. Agent agrees to assume the care, custody and management of the property, including but not limited to performing the following:
A. To inspect and secure the property within twenty-four hours after receiving verbal or facsimile notice of the listing engagement from Seller
B. To winterize the property, as appropriate, at the time and in the manner that is reasonable and customary in the area.
C. To arrange for the supervised cleaning of the property and repairs as Seller shall stipulate.
D. To inspect the property at least once each week and take reasonable and prudent action to prevent any damage to the property including, but not limited to, damage caused by fire, vandalism, and weather conditions, and notify Seller immediately by telephone in the event of any emergency or damage to the property.
E. To research local records as to "Owner of Record", tax assessments, and any back taxes owing and provide this information to Seller with marketing package
5. Agent agrees to affect a sale of the property as quickly as possible at the listed price and to facilitate the consummation thereof. Agent shall immediately market the property through all available means, including advertising, placing a "For Sale" sign on the property, where permitted, utilizing local multiple listing services (MLS), utilize a lock box and otherwise cooperating fully with other brokers.
6. Agent will notify Seller by telephone of all offers to purchase prior to faxing or mailing same to Seller. Agent shall be responsible for preparation of offers to purchase the property in compliance with applicable state and local law.
7. Agent must provide timely written notice to Seller when purchaser receives a commitment for mortgage financing, if applicable, and a firm closing date.
8. Agent shall arrange for the preparation by a title/escrow company or attorney designated by Seller (UNLESS INSTRUCTED BY REO MANAGER), of all closing documents required to be delivered by Seller, including, but not limited to, the deed, documentary stamps or other intangible or transfer tax forms, affidavits regarding liens and possession, and closing statement.
9. SELLER AND Agent AGREE THAT THEY WILL NOT DISCRIMINATE AGAINST ANY PROSPECTIVE PURCHASER BASED ON RACE, COLOR, SEX, DISABILITY, RELIGION, NATIONAL ORIGIN, MARTIAL STATUS, LAWFUL SOURCE OF INCOME, AGE, ANCESTRY, OR IN ANY OTHER UNLAWFUL MANNER.
10. This Agreement is null and void with no legal effect unless the Agent signs and returns the original agreement to Seller within five (5) days from the date of this Agreement first written above. This Agreement shall be considered binding upon the receipt to Seller of the original Agreement appropriately executed by Agent.

Signature and Date fields for Agent and Sellers, including Agent Name: McIntosh, Andrew S. and Sellers Name: ANDREW MCINTOSH, CASSANDRA MCINTOSH. Includes a disclaimer: **THIS CONTRACT IS NOT VALID UNLESS SIGNED BY ALL PARTIES**