

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")

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

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).

- 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. All offers to purchase, counteroffers or other documents relating to the sale of property received by Broker shall be submitted to Seller, and Seller may accept, counter or reject offers to purchase the property at its sole discretion. Back up offers are encouraged and will be accepted on all
- 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 nurchase price
 - 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 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. Further, Seller may terminate this contract for cause, with five (5) calendar days written notice to Agent and without cause on fifteen (15) calendar days written notice to Agent.
- Agent agrees to assume the care, custody and management of the property, including but not limited to performing the following.
 - 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.

 - 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 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.
- 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. It is specifically agreed that the Seller shall not be obligated to pay any costs for such advertising and promotions, nor shall the Seller pay any additional commission or charges arising out of the Agent's cooperation with other brokers.
- 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. All such offers shall be in writing, signed by the prospective purchaser, submitted from Agent's office to Seller at its address specified above, and shall comply with the following
 - SELLER will be identified as "ANDREW MCINTOSH AND CASSANDRA MCINTOSH"
 - PERSONAL PROPERTY: Only the personal property listed in this contract, if any, may be included; other items will not be acknowledged or accepted by Seller and will he eliminated from the sales contract
 - PROPERTY CONDITION: The sales contract shall expressly state the Seller makes no representations or warranties as to the condition of the property, improvements or appurtenances, and that the property is sold "AS IS - WHERE IS". All standard or preprinted warranties and representations concerning property condition shall be
 - EARNEST MONEY: Earnest Money shall be held in the Agent's authorized trust account in an amount that is customary in the respective community. Promissory notes will not be accepted as earnest money. Except as may otherwise be required by applicable law, each sales contract shall provide that in the event of default by purchaser, earnest money will be forfeited in full and paid to Seller immediately upon demand.

 DEED Unless otherwise specified by Seller, Seller will convey the property only by a <u>Special Warranty Deed or its equivalent</u>.

 - POSSESSION: Agent is not permitted to deliver possession or occupancy of the property in whole or part or give keys to the purchaser to use any part of the property prior to closing of the sale
 - G. RIDER. When applicable Addendum to Purchase Agreement (Addendum "A"), a copy of which is attached hereto, must be signed by the purchaser without alteration and attached to the sales contract or the property
- Agent must provide timely written notice to Seller when purchaser receives a commitment for mortgage financing, if applicable, and a firm closing date
- 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.
- 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.

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 di e 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,

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Date: 6 - 11-24	Date: 6-11-24
Agent Name: McIntosh, Andrew S.	Sellers Name: ANDREW MCINTOSH, CASSANDRA MCINTOSH
** Please fax back signed with MLS print out **	**THIS CONTRACT IS NOT VALID UNLESS SIGNED BY ALL PARTIES**