

KI GLOBAL REALTY INC.

68 Jay St Suite 201 Brooklyn, NY 11201

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Email:kiglobalrealty@gmail.com

Date: 06-12-24

Owner/Seller/Representative: George Wagner

Property address: 185 E 59 STREET

City: Brooklyn State: NY Zip: 11203

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 property mentioned above, described in Exhibit "A," attached.

1. Seller's Guarantee.

Seller guarantees that it is the exclusive owner of the property and has lawful authority to sell and convey it. Seller guarantees that property is free of any encumbrances and not subject to limitations of any kind. Seller gives exclusive right to agent 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 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 the signing of this agreement and ending six months after that, unless both parties agree to extend the ending date or cancel this agreement before.

3. Seller's Agreement.

Seller agrees to pay prorated taxes, insurance, rents, and interest on encumbrances if applicable at closing. 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.

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 co-operating agents, if any, and taking all reasonable precautions to protect seller and property during the term of this agreement.

5. Commission.

At closing, the seller agrees to pay the broker/brokers a commission of **6%** of the property's purchase price. The commission is payable regardless of whether the agent, any cooperating agent, any third party or seller affects the sale of the property. The listing price would be: **\$1,500,000 One million five hundred thousand dollars.**

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. Seller agrees that 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 which 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 his/her 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. Recordation.

It is expressly agreed that this agreement will not be recorded in any form in the public records of any county.

16. Assignment.

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

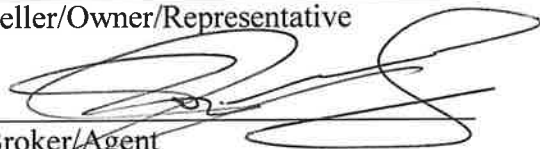
17. Additional Notes.

Signed and delivered on:



Seller/Owner/Representative

Seller/Owner/Representative

Seller/Owner/Representative


Broker/Agent

Seller/Owner/Representative

Broker/Agent

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

EXHIBIT "A" (Description of Property)