



STAMBAUGH, INC.
Real Estate Firm
Ulises Vargas, Broker
 500 Orchid Springs Drive, WINTER HAVEN, FL 33884
 (863) 324-5100 email: uev2200@hotmail.com

Exclusive Right of Sale Listing Agreement

This Exclusive Right of Sale Listing Agreement ("Agreement") is between Valderrama Luis and Valderrama Ashley Basil ("Seller") and STAMBAUGH INC, REAL ESTATE FIRM ("Broker").

1. AUTHORITY TO SELL PROPERTY: Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property (collectively "Property") described below, at the price and terms described below, beginning the 01 day of June, 2024, and terminating at 11:59 p.m. the 01 day of Dec. 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. The seller certifies and represents that he/she/it is legally entitled to convey the Property and all improvements.

2. DESCRIPTION OF PROPERTY:

(a) Real Property Street Address: 08 17 31 LOT 18 BLK 3 UNIVERSITY HIGHLANDS MB 25 PG 78 PER OR 5137 PG 2232 PER OR 5560 PGS 1120-1124 INC 5560 PGS 1120-1124 INC PER 5557 PG 3081 -3083 PER OR 5560 PGS PER OR 5570 PG 1934-1935 PER OR 5669 PG 4323
 Legal Description: PARCEL ID. #710801030180

See Attachment

(b) Personal Property, including appliances: Any fixtures associated with the property See Attachment

(c) Occupancy: Property is NOT currently occupied by a tenant. If occupied, the lease term expires, _____

3. PRICE AND TERMS: The property is offered for sale on the following terms, or on other terms acceptable to Seller:

(a) Price: \$11,500.⁰⁰ *RV*

(b) Financing Terms: Cash Conventional, VA FHA Other _____

Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ 0 with the following terms: _____

Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ 0 plus an assumption fee of \$ 0. The mortgage is for a term of _____ years beginning in _____

D

at an interest rate of ___% fixed variable (describe) _____.
Lender approval of assumption is required is not required unknown. Notice to Seller: 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.

(c) **Seller Expenses:** Seller will pay mortgage discount or other closing costs not to exceed ___% of the purchase price; and any other expenses Seller agrees to pay in connection with a transaction.

4. BROKER OBLIGATIONS AND AUTHORITY: Broker agrees to make diligent and continued efforts to sell the Property until a sales contract is pending on the Property. Seller authorizes Broker to:

(a) Advertise the Property as Broker deems advisable in newspapers, publications, computer networks including the Internet and other media; place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales contract); and use Seller's name in connection with marketing or advertising the Property;

(b) Obtain information relating to the present mortgage(s) on the Property.

(c) Provide objective comparative market analysis information to potential buyers; and

(d) (Check if applicable) 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 and Broker's local Realtor Board /Association from all liability and responsibility in connection with any loss that occurs.
 Withhold verbal offers. Withhold all offers once Seller accepts a sales contract for the Property.

(e) Act as a single agent of Seller with consent to transition to transaction broker.

5. SELLER OBLIGATIONS: In consideration of Broker's obligations, Seller agrees to:

(a) Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to Broker all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.

(b) Provide Broker with keys to the Property and make the Property available for Broker to show during reasonable times.

(c) Inform Broker prior to leasing, mortgaging or otherwise encumbering the Property.

(d) Indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, including attorney's fees, and from liability to any person, that Broker incurs because of (1) Seller's negligence, representations, misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the Property, or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from Broker. This clause will survive Broker's performance and the transfer of title.

(e) To perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).

(f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. Seller represents there are no material facts (building code violations, pending code citations, unobservable defects, etc.) other than the following:



No known defect, recommended inspection

_____. Seller will immediately inform Broker of any material facts that arise after signing this Agreement.

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

6. 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):

(a) 5 % of the total purchase price OR \$_____, no later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's fee being earned.

(b) _____ (\$ or %) 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 6(a) fee, less the amount Broker received under this subparagraph.

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

(d) 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, regardless of whether the buyer is secured by Broker, Seller or any other person. (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 Seller, Broker or any real estate licensee communicated regarding the Property prior to Termination Date. However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another broker.

(e) Retained Deposits: As consideration for Broker's services, Broker is entitled to receive 50 % of all deposits that Seller retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee.

7. COOPERATION AND COMPENSATION WITH OTHER BROKERS: Broker's office policy is to cooperate with all other brokers except when not in Seller's best interest: and to offer compensation in the amount of 0 % of the purchase price or \$_____ to Buyer's agents, who represent the interest of the buyers, and not the interest of Seller in a transaction; and to offer compensation in the amount of _____ % of the purchase price or \$_____ to a broker who has no brokerage relationship with the Buyer or Seller; and to offer compensation in the amount of _____ % of the purchase price or \$_____ to Transaction brokers for the Buyer; None of the above (if this is checked, the Property cannot be placed in the MLS.)



8. BROKERAGE RELATIONSHIP:

IMPORTANT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO POTENTIAL SELLERS AND BUYERS OF REAL ESTATE.

You should not assume that any real estate broker or sales associate represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you make a decision on representation.

SINGLE AGENT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES.

As a single agent, _____ and

its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

Date

Signature



CONSENT TO TRANSITION TO TRANSACTION BROKER

FLORIDA LAW ALLOWS REAL ESTATE LICENSEES WHO REPRESENT A BUYER OR SELLER AS A SINGLE AGENT TO CHANGE FROM A SINGLE AGENT RELATIONSHIP TO A TRANSACTION BROKERAGE RELATIONSHIP IN ORDER FOR THE LICENSEE TO ASSIST BOTH PARTIES IN A REAL ESTATE TRANSACTION BY PROVIDING A LIMITED FORM OF REPRESENTATION TO BOTH THE BUYER AND THE SELLER. THIS CHANGE IN RELATIONSHIP CANNOT OCCUR WITHOUT YOUR PRIOR WRITEN CONSENT.

As a transaction broker, **Stambaugh Inc. Real Estate Firm** and its associates, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

_____ I agree that my agent may assume the role and duties of a transaction broker. (must be initialed or signed)

Date

Signature

Signature



IMPORTANT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO POTENTIAL SELLERS AND BUYERS OF REAL ESTATE.

You should not assume that any real estate broker or sales associate represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you make a decision on representation.

TRANSACTION BROKER NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS TRANSACTION BROKERS DISCLOSE TO BUYERS AND SELLERS THEIR ROLE AND DUTIES IN PROVIDING A LIMITED FORM OF REPRESENTATION.

As a transaction broker, and its associates, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

5/25/24
Date


Signature


Signature



9. 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 \$ ___\$100.00___ plus applicable sales tax. Broker may void the conditional termination and Seller will pay the fee stated in paragraph 5(a) 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.

10. 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 Arbitration 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 as follows: **Arbitration:** By initialing in the space provided, Seller (*[Signature]*), Listing Associate (_____) and Listing Broker (*[Signature]*) 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 (including appeals and interpleaders) will pay its own fees, costs and expenses, including attorney's fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

11. MISCELLANEOUS: This Agreement is binding on Broker's and Seller's heirs, personal representatives, administrators, successors and assigns. Broker may assign this Agreement to another listing office. Signatures, initials and modifications communicated by facsimile will be considered as originals. The term "buyer" as used in this Agreement includes buyers, tenants, exchangers, optionees and other categories of potential or actual transferees.

12. ADDITIONAL TERMS: _____

[Signature]

5/30/24 Ask by Valdeerrama

Date: 5/25/24 Seller: Julie Valdeerrama Tax ID Number: _____

Telephone: Home: _____ Work: _____ Cell: 561 723 5483 Fax: _____

Address: 10703 SW Sunray St P.S. 6 Email: _____

Date: 5/25/24 Seller: A. Valdeerrama Tax ID Number: _____

Telephone: Home: _____ Work: _____ Cell: 561 723 5483 Fax: _____

Address: SOME Email: _____

Date: 5/25/2024 Authorized Listing Associate or Broker: Ulises Vargas

Brokerage Firm Name: Stambaugh inc. Real Estate Firm Telephone: 863-605-9096

Address: 500 Orchid Spring Dr. Winter Haven, Fl. 33884

Copy returned to Seller on the 26 day of MAY, 2024 by personal delivery mail facsimile

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