

Wednesday June 26<sup>th</sup>, 2024

Ms. Mahria Braithwaite  
1226 S 27<sup>th</sup> Street  
Phila., P.A. 19146

Re: 1226 S 27<sup>th</sup> St #A

Dear Mahria Braithwaite,

Thank you for choosing me and The Eclipse Real Estate Group (hereinafter "Eclipse") to market the Property. Please know that I am committed to getting you the best possible price as quickly as possible.

This letter reflects the agreement between us. If it meets with your approval, please sign and return the enclosed copy.

1. You have employed Eclipse as a real estate broker with the exclusive right to **rent** the Property. You represent that you are the sole owner of the Property.
2. This agreement shall be effective as of 6/26/2024. It shall continue in full force and effect until ~~11/30/2024~~ **9/30/2024** MB
3. You authorize Eclipse to offer the Property for rent at **\$1,400** per month or such other price as you may direct. This listing is being marketed as a NO FEE rental and upon successful renting you will pay Eclipse a fee of one month's rent.
- 4.
5. If the Property is sold pursuant to this agreement, you shall pay Eclipse a fee for service equal to six percent (6%) of the total sale price of the Property. An exclusive right to sell or rent means that during the term of this agreement only Eclipse can sell or rent the Property and you must refer all brokers, potential tenants, Potential buyers, inquiries, proposals, and offers to Eclipse. You agree to conduct all negotiations for the sale or rental of the Property through Eclipse. ~~You agree that when and if a lease of the Property is fully executed, Eclipse will seek and be paid its fee for service and compensation for services rendered only from the tenant, at a rate of fifteen percent (15%) of the first year's rent.~~ MB If you lease the Property to anyone you have not referred to Eclipse, you agree to pay Eclipse a fee for service equal to 15% of the first year's rent. If the tenant was introduced by a cooperating broker, Eclipse will pay the cooperating broker a fee for service by separate agreement. If you sell the Property to a buyer you have not referred to Eclipse, you agree to pay Eclipse 's fee for service equal to 6% as indicated above.
6. If the Property is rented pursuant to this agreement and the renting tenant, or any entity owned and/or controlled by such tenant, or any individual or entity that is otherwise affiliated with such tenant, including any designee of the tenant, subsequently purchases the Property, whether during the term of this agreement or afterward, Eclipse will be recognized as the procuring broker of the sale and you will pay us a Fee for Service equal to six percent (6%) of the sale price. If the tenant was introduced by a cooperating broker, Eclipse will pay the cooperating broker a fee for service by separate agreement.
7. The fees for service contemplated in paragraph 4 above shall be due and payable whether the Property is sold to an independent third-party purchaser or to a current lessee of the Property.
8. Eclipse is authorized (1) to solicit the cooperation of other licensed real estate brokers who will act as agents for prospective purchasers or tenants, and (2) to work with them on a cooperating basis for the sale or rental of the Property. You agree that we may delay the

invitation of the cooperation of other brokers and any other marketing of the Property for up to five business days after you countersign this agreement, so that we may prepare marketing materials appropriate for the Property. Eclipse shall be responsible for payment of any fees due to such cooperating broker in accordance with a separate co-brokerage agreement between Eclipse and such broker. In no case shall the fee for brokerage services exceed 6% of the selling price (in the case of a sale) or 15% of the first year's aggregate rent (in the case of a rental).

9. Within three (3) business days after the expiration of the listing term, we shall deliver to you in writing a list of no more than six (6) names of persons who inspected the Property during the listing term. If within ninety (90) days after the expiration of the listing term a contract is signed to sell or lease the Property to a person on said list, we shall be entitled to the Fee for Service provided for in paragraph 4 of this agreement. You represent and warrant that if a new exclusive listing agreement is executed with another exclusive broker (the "New Exclusive Broker"), you will notify the New Exclusive Broker (a) of the existence of this provision and (b) that Eclipse may negotiate directly with you with respect to the customers on the list during the ninety (90) day protected period.
10. In the event that you receive any settlement monies in connection with a buyer's default on a fully executed contract with all contingencies fulfilled, Eclipse will be entitled to 10% of said monies in addition to any amounts otherwise due under this agreement.
11. This agreement shall be governed by and subject to the laws and jurisdiction of New York.
12. This agreement shall bind and benefit the personal representatives, successors, and assigns of the parties.
13. Facsimile signatures shall be construed and considered original signatures for purposes of enforcement of the terms of this agreement. Same may be executed in counterparts and taken together shall constitute the whole of this agreement.
14. This agreement may not be changed, rescinded, or modified, except by a writing signed by both of us.
15. **At the time of closing, you may be required to deposit the broker's commission with the county clerk in the event that you do not pay the broker his or her commission as set forth herein. Your obligation to deposit the broker's commission with the county clerk may be waived by the broker.**

\*\*\*\* DEFINITIONS \*\*\*\*

The following definitions are included in accordance with Section 175.24 of Title 19 of New York Codes, Rules, and Regulations.

\*\*\*\* EXPLANATION \*\*\*\*

An "exclusive right to sell" listing means that if you the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker. An "exclusive agency" listing means that if you, the owner of the property find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

ms (owner's initials)

\*\*\* SPECIAL LEAD PAINT NOTIFICATION \*\*\*

If your Property was built before 1978, you have an obligation to disclose to the Purchaser or Lessee and the agent of Purchaser or Lessee all information known to you regarding the presence of lead-based paint and lead-based paint hazards within this target housing. All information known to the agent of Seller or Lessor regarding the presence of lead-based paint and lead-based paint hazards within this target housing will be disclosed to the Purchaser or Lessee. Federal laws require that the Purchaser be given a 10 calendar day period (unless otherwise agreed in writing) to conduct a risk assessment or inspection for the presence of lead-based paint before becoming obligated under the Contract of Sale to purchase the target housing.

\*\*\*\* FAIR HOUSING NOTIFICATION \*\*\*\*

Eclipse is committed to upholding the city, state and federal Fair Housing requirements prohibiting discrimination.

Please sign this letter where indicated below and return a copy to me at your earliest convenience. If you have any questions, please don't hesitate to contact me.

Again, I appreciate your confidence in me and look forward to working with you.

Sincerely,




\_\_\_\_\_  
Lisa A. Pierre  
Licensed Real Estate Broker  
Eclipse Real Estate Group LLC

Approved by:



\_\_\_\_\_  
Lisa A. Pierre  
Principal Broker  
Eclipse Real Estate Group LLC

AGREED AND ACCEPTED

  
Ms. Mahria Braithwaite

Date

7/1/24

Telephone Number

(917) 469-2354