## Exclusive Right of Sale Listing Agreement



This Exclusive Right of Sale Listing Agreement ("Agreement") is between 1 ("Seller") 2 LUCSON BAPTISTE and BRENDA MISCARLIEN 3 and brokerage LPT Realty, LLC ("Broker"). 1. Authority to Sell Property: Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal 4 5 property (collectively "Property") described below, at the price and terms described below, beginning ("Termination Date"). Upon 6 08/29/2024 and terminating at 11:59 p.m. on 03/31/2025 full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will 7 automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge 8 that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, 9 color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local 10 law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements. 11 12 **Description of Property:** (a) Street Address: 1821 Sonrisa Street, Riviera Beach, FL 33404 13 14 Legal Description: SIERRA BAY REPL LT 2 BLK 50 15 ☐ See Attachment 16 (b) Personal Property, including appliances: washer and dryer 17 ☐ See Attachment 18 (c) Occupancy: 19 Property is is not currently occupied by a tenant. If occupied, the lease term expires 20 3. Price and Terms: The property is offered for sale on the following terms or on other terms acceptable to Seller: 21 (a) Price: \$ 289 499.00
(b) Financing Terms: Cash Conventional VA D FHA Other (specify) 22 23 Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ 24 with the following terms: 25 Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$\_\_\_\_\_ plus 26 . The mortgage is for a term of an assumption fee of \$ 27 , at an interest rate of % fixed variable (describe) 28 Lender approval of assumption is required is not required unknown. Notice to Seller: (1) You may 29 remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your 30 lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required 31 escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing. 32 (2) Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's 33 authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or 34 whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are 35 advised to consult with a legal or mortgage professional to make this determination. 36 (c) Seller Expenses: Seller will pay mortgage discount, other closing costs, or concessions not to exceed 37 , and any other expenses Seller agrees to pay in connection with a transaction. 38 Broker Obligations: Broker agrees to make diligent and continued efforts to sell the Property in accordance with 39 this Agreement until a sales contract is pending on the Property. This includes, except when not in Seller's best 40 interests, cooperating and communicating with other brokers and making the property available for showings. 41 Multiple Listing Service: Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller 42 because the Property will be exposed to a large number of potential buyers. As an MLS participant, Broker is 43 obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public 44 (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in 45 the MLS unless Seller directs Broker otherwise in writing. (See paragraph 6(b)(i)). Seller authorizes Broker to 46 report to the MLS this listing information and price, terms, and financing information on any resulting sale for use 47 by authorized Board / Association members and MLS participants and subscribers unless Seller directs Broker 48 otherwise in writing. 49 Seller DM LB and Broker/Authorized Associate acknowledge receipt of a copy of this page, which is Page 1 of 5.

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| <ul> <li>6. Broker Authority: Seller authorizes Broker to:</li> <li>(a) Market the Property to the Public (unless limited in Paragraph 6(b)(i) below):</li> <li>(i) Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public</li> </ul> |   |   | Market the Property to the Public (unless limited in Paragraph 6(b)(i) below):  (i) Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public facing  |  |  |
|--|---|---|---|--|--|
| 53<br>54   |   |   | websites, brokerage website displays (i.e. IDX or VOW), email blasts, multi-brokerage listing sharing networks and applications available to the general public.  |  |  |
| 55   |   |   | (ii) Public marketing also includes marketing the Property to real estate agents outside Broker's   |  |  |
| 56<br>57   |   |   | office. (iii) Place appropriate transaction signs on the Property, except if Paragraph 6(b)(i) is checked below.  |  |  |
| 58   |   |   | (iv) Use Seller's name in connection with marketing or advertising the Property.  |  |  |
| 59   |   |   | Display the Property on the Internet except the street address.   |  |  |
| 60   |   | (b)   | Not Publicly Market to the Public/Seller Opt-Out:   |  |  |
| 61   |   | ` '   | (i.) Seller does not authorize Broker to display the Property on the MLS.   |  |  |
| 62   |   |   | (ii.) Seller understands and acknowledges that if Seller checks option 6(b)(i), a For Sale will not be placed   |  |  |
| 63   |   |   | upon the Property and   |  |  |
| 64<br>65   |   |   | (iii.) Seller understands and acknowledges that if Seller checks option 6(b)(i), Broker will be limited to marketing the Property only to agents within Broker's office.  |  |  |
| 66   |   | <b>/</b> a\   | / Initials of Seller Obtain information relating to the present mortgage(s) on the Property.  |  |  |
| 67<br>68   |   |   | Provide objective comparative market analysis information to potential buyers.  |  |  |
| 69   |   | (e)   | (Check if applicable) Use a lock box system to show and access the Property. A lock box does not  |  |  |
| 70   |   | (-,   | ensure the Property's security. Seller is advised to secure or remove valuables. Seller agrees that the lock  |  |  |
| 71   |   |   | box is for Seller's benefit and releases Broker, persons working through Broker, and Broker's local Realtor   |  |  |
| 72   |   |   | Board / Association from all liability and responsibility in connection with any damage or loss that occurs.  |  |  |
| 73   |   |   | ☐ Withhold verbal offers. ☐ Withhold all offers once <b>Seller</b> accepts a sales contract for the Property.   |  |  |
| 74   |   | (f)   | Act as a transaction broker.  |  |  |
| 75   |   | (g)   | <b>Virtual Office Websites:</b> Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or                 |  |  |
| 76<br>77   |   |   | reviews and comments about a property may be displayed in conjunction with a property on some VOWs.   |  |  |
| 78   |   | Anyone who registers on a VOW may gain access to such automated valuations or comments and review |   |  |  |
| 79   |   |   | about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or  |  |  |
| 80   |   |   | comments and reviews about this Property.   |  |  |
| 81   |   |   | Seller does not authorize an automated estimate of the market value of the listing (or a hyperlink to such  |  |  |
| 82   |   |   | estimate) to be displayed in immediate conjunction with the listing of this Property.   |  |  |
| 83<br>84   |   |   | Seller does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.               |  |  |
| 85   | 7.  | Sel   | ller Obligations: In consideration of Broker's obligations, Seller agrees to:   |  |  |
| 86   | - •   | (a)   | Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to   |  |  |
| 87   |   |   | <b>Broker</b> all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.  |  |  |
| 88   |   | (b)   | Recognize Broker may be subject to additional MLS obligations and potential penalties for failure to comply   |  |  |
| 89   |   |   | with them.  |  |  |
| 90   |   | (c)   | Provide <b>Broker</b> with keys to the Property and make the Property available for <b>Broker</b> to show during  |  |  |
| 91   |   | (م)   | reasonable times.  Inform <b>Broker</b> before leasing, mortgaging, or otherwise encumbering the Property.  |  |  |
| 92<br>93   | (a) Inform Broker before leasing, mongaging, or otherwise encombening the Property.  (a) Indemnify Broker and hold Broker harmless from losses, damages, costs, and expenses of any nat |   | Indemnify <b>Broker</b> and hold <b>Broker</b> harmless from losses, damages, costs, and expenses of any nature,  |  |  |
| 94   |   | (0)   | including attorney's fees, and from liability to any person, that <b>Broker</b> incurs because of (1) <b>Seller's</b>   |  |  |
| 95   |   |   | negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; or (3) the   |  |  |
| 96   |   |   | existence of undisclosed material facts about the Property. This clause will survive Broker's performance and   |  |  |
| 97   |   |   | the transfer of title.  |  |  |
| 98   |   | (f)   | Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).   |  |  |
| 99   |   | (g)   | Make all legally required disclosures, including all facts that materially affect the Property's value and are not  |  |  |
| 100  |   |   | readily observable or known by the buyer. <b>Seller</b> certifies and represents that <b>Seller</b> knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following: |  |  |
| 101  |   |   | material facts (local government building code violations, unobservable defects, etc.) other than the relieving.  |  |  |
| 102<br>103   |   |   | Seller will immediately inform Broker of any material facts that arise after signing this Agreement.  |  |  |
| 104  |   | (h)   | Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting  |  |  |
| 105  |   | (-)   | requirements, and other specialized advice.   |  |  |
|  |   |   |   |  |  |
|  | Sel   | ler 2   | and Broker/Authorized Associate acknowledge receipt of a copy of this page, which is Page 2 of 5.   |  |  |
|  | The   | e Pan   | iles acknowledge this form should not be used to share others or compensation to buyer brokers or other buyer representatives via   |  |  |
|  | any   | ⁄ field   | in the Multiple Listing Service.  |  |  |
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| 106<br>107 | 8.    | and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other   |  |  |
|------------|-------|--|--|--|
| 108        |       | terms acceptable to Seller. Seller will pay Broker as follows:   |  |  |
| 109        |       | (a) 6 % of the total purchase price plus \$695 OR \$, no   |  |  |
| 110        |       | later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's  |  |  |
| 111        |       | fee being earned.  |  |  |
| 112        |       | (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is  |  |  |
| 113        |       | exercised, Seller will pay Broker the Paragraph 8(a) fee, less the amount Broker received under this   |  |  |
| 114        |       | subparagraph.  |  |  |
| 115        |       | (\$ or %) of gross lease value as a leasing fee, on the date <b>Seller</b> enters into a lease or  |  |  |
| 116        |       | agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a   |  |  |
| 117        |       | contract granting an exclusive right to lease the Property.  |  |  |
| 118        |       | (d) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by   |  |  |
| 119        |       | sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether  |  |  |
| 120        |       | the buyer is secured by Seller, Broker, or any other person. (2) If Seller refuses or fails to sign an offer at the  |  |  |
| 121        |       | price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to  |  |  |
| 122        |       | cancel an executed sales contract. (3) If, within days after Termination Date ("Protection Period"),   |  |  |
| 123        |       | Seller transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom  |  |  |
| 124        |       | Seller, Broker, or any real estate licensee communicated regarding the Property before Termination Date.   |  |  |
| 125        |       | However, no fee will be due <b>Broker</b> if the Property is relisted after Termination Date and sold through another  |  |  |
| 126        |       | broker.  |  |  |
| 127        |       | (e) Retained Deposits: As consideration for Broker's services, Broker is entitled to receive % of all  |  |  |
| 128        |       | deposits that <b>Seller</b> retains as liquidated damages for a buyer's default in a transaction, not to exceed the  |  |  |
| 129        |       | Paragraph 8(a) fee.  |  |  |
| 130        |       | (f)Brokerage commissions are not set by law and are fully negotiable.  |  |  |
|            | _     | • • •  |  |  |
| 131        | 9.    | Notice to Seller Regarding Buyer Brokers: The buyer's broker, even if compensated by Seller or Broker, will  |  |  |
| 132        |       | provide services for the buyer. Seller is advised and is aware that Seller may, but is not required to, compensate a   |  |  |
| 133        |       | buyer's broker upon closing. Seller may choose to enter into a separate written agreement to pay buyer's broker  |  |  |
| 134        |       | or may approve <b>Broker</b> to pay buyer's broker in accordance with paragraph 10. <b>Seller</b> also understands   |  |  |
| 135        |       | (a) "Buyer's broker" may include this <b>Broker</b> if <b>Broker</b> also works with buyer on this transaction;  |  |  |
| 136        |       | (b) If this occurs during the duration of this listing, <b>Broker</b> will be entitled to the compensation in paragraph 8  |  |  |
| 137        |       | for services performed for Seller, as well as the buyer's broker compensation in paragraph 10(a) for   |  |  |
| 138        |       | services performed for buyer; the Seller should therefore take this into consideration when negotiating  |  |  |
| 139        |       | compensation; and  (c) Broker may receive separate compensation from buyer for services rendered to buyer by Broker.   |  |  |
| 140        |       | (c) Broker may receive separate compensation from buyer for services rendered to buyer by Broker.  |  |  |
| 141<br>142 | 10    | Compensation to Buyer Brokers: Brokerage commissions are not set by law and are fully negotiable.  |  |  |
| 143        | 10.   | Seller approves the following (check all that apply; if no option is checked then option (c) is deemed to be   |  |  |
| 144        |       | selected):   |  |  |
| 145        |       | (a) ☑ Seller authorizes Broker to offer compensation to buyer's broker in the amount of: 2,5 % of the  |  |  |
| 146        |       | purchase price or \$ . (This amount will be paid from <b>Broker</b> to buyer's broker from the   |  |  |
| 147        |       | compensation amount agreed to in paragraph 8.) This compensation will be set forth in a separate written   |  |  |
| 148        |       | agreement between <b>Broker</b> and buyer's broker.  |  |  |
| 149        |       | (b) Seller authorizes Broker to offer compensation to buyer's broker from Seller in the amount of:   |  |  |
| 150        |       | % of the purchase price or \$ . This compensation will be set forth in a separate  |  |  |
| 151        |       | written agreement between <b>Seller</b> and buyer's broker.  |  |  |
| 152        |       | (c) No compensation will be offered to buyer's broker.   |  |  |
| 153        |       | (b) The compensation will be energy to broken  |  |  |
| 154        | 11.   | Brokerage Relationship: Broker will act as a transaction broker. Broker will deal honestly and fairly; will account  |  |  |
| 155        |       | for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect  |  |  |
| 156        |       | the value of the residential property which are not readily observable to the buyer; will present all offers and   |  |  |
| 157        |       | counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with  |  |  |
| 158        |       | Seller unless waived in writing.   |  |  |
| 159        | 12    | Conditional Termination: At Seller's request, Broker may agree to conditionally terminate this Agreement. If   |  |  |
| 160        | 14.   | Broker agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct   |  |  |
| 161        |       | expenses incurred in marketing the Property, and pay a cancellation fee of \$  |  |  |
| 162        |       | applicable sales tax. <b>Broker</b> may void the conditional termination, and <b>Seller</b> will pay the fee stated in Paragraph   |  |  |
| 102        |       |  |  |  |
|            | Selle | and Broker/Authorized Associate acknowledge receipt of a copy of this page, which is Page 3 of 5.  |  |  |
|            |       | Parties acknowledge this form should not be used to snare one that compensation to buyer brokers or other buyer representatives via field in the Multiple Listing Service. |  |  |
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| 163<br>164<br>165   |     | 8(a) less the cancellation fee if <b>Seller</b> 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.   |
|---|-----|---|
| 166<br>167<br>168<br>169<br>170<br>171<br>172<br>173<br>174<br>175                                    | 13. | 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 and Broker or Authorized Associate 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 to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration. |
| 177<br>178<br>179<br>180<br>181<br>182<br>183<br>184<br>185<br>186<br>187<br>188<br>190<br>191<br>192 |     | Miscellaneous: This Agreement is binding on Seller's and Broker's heirs, personal representatives, administrators, successors, and assigns. Broker may assign this Agreement to another listing office. This Agreement is the entire agreement between Seller and Broker. No prior or present agreements or representations will be binding on Seller or Broker unless included in this Agreement. Electronic signatures are acceptable and will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals. The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories of potential or actual transferees.  Additional Terms:   |
| 196<br>197  |     |   |
| . ••  |     |   |

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|     |  |  | 7. 0/21/21                       |  |  |  |  |
|-----|--|--|----------------------------------|--|--|--|--|
| 198 | Seller's Signature: / / /                                  |  | Date: 8/21/24                    |  |  |  |  |
| 199 | Home Telephone:  | Work Telephone:  | _Facsimile:                      |  |  |  |  |
| 200 | Address:   |  |                                  |  |  |  |  |
| 201 | Email Address:   |  |                                  |  |  |  |  |
| 202 | Seller's Signature: Buylun                                 | /  | Date: 8/21/24                    |  |  |  |  |
| 203 | Home Telephone:  | Work Telephone:  | Facsimile:                       |  |  |  |  |
| 204 | Address:   |  |                                  |  |  |  |  |
| 205 | Email Address:   |  |                                  |  |  |  |  |
| 206 | Broker or Authorized Sales Associate:                      | Ohristopher Durham dotoop verified OB/2024 2:04 PM EDT RFEI-MHOF-HN2F-HPCP | Date:                            |  |  |  |  |
| 207 | Brokerage Firm Name: LPT Realty, LLC                       |  | Telephone: 5619719679            |  |  |  |  |
| 208 | Address: 1400 S International Parkway, Lake Mary, FL 32746 |  |                                  |  |  |  |  |
|     |  |  |                                  |  |  |  |  |
| 209 | Copy returned to Seller on                                 | by ☐email ☐ facsir   | nile 🗌 mail 🔲 personal delivery. |  |  |  |  |

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