



Exclusive Right of Sale Listing Agreement

1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between
 2 LUCSON BAPTISTE and BRENDA MISCARLIEN ("Seller")
 3 and brokerage LPT Realty, LLC ("Broker").

4 **1. Authority to Sell Property:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal
 5 property (collectively "Property") described below, at the price and terms described below, beginning
 6 08/29/2024 and terminating at 11:59 p.m. on 03/31/2025 ("Termination Date"). Upon
 7 full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will
 8 automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge
 9 that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,
 10 color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local
 11 law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

12 **2. Description of Property:**
 13 (a) **Street Address:** 1821 Sonrisa Street, Riviera Beach, FL 33404

14
 15 Legal Description: SIERRA BAY REPL LT 2 BLK 50
 16 See Attachment

17 (b) **Personal Property, including appliances:** washer and dryer
 18 See Attachment

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

21 **3. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to Seller:

22 (a) **Price:** \$ 289,999.00

23 (b) **Financing Terms:** Cash Conventional VA FHA Other (specify) _____

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

26 **Assumption of Existing Mortgage:** Buyer may assume existing mortgage for \$ _____ plus
 27 an assumption fee of \$ _____. The mortgage is for a term of _____ years beginning in
 28 _____, at an interest rate of _____% fixed variable (describe) _____.





29 Lender approval of assumption is required is not required unknown. **Notice to Seller: (1)** You may
 30 remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your
 31 lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required
 32 escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.

33 (2) Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's
 34 authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or
 35 whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are
 36 advised to consult with a legal or mortgage professional to make this determination.

37 (c) **Seller Expenses:** Seller will pay mortgage discount, other closing costs, or concessions not to exceed
 38 \$ _____, and any other expenses Seller agrees to pay in connection with a transaction.

39 **4. Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property in accordance with
 40 this Agreement until a sales contract is pending on the Property. This includes, except when not in Seller's best
 41 interests, cooperating and communicating with other brokers and making the property available for showings.

42 **5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller
 43 because the Property will be exposed to a large number of potential buyers. As an MLS participant, Broker is
 44 obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public
 45 (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in
 46 the MLS unless Seller directs Broker otherwise in writing. (See paragraph 6(b)(i)). Seller authorizes Broker to
 47 report to the MLS this listing information and price, terms, and financing information on any resulting sale for use
 48 by authorized Board / Association members and MLS participants and subscribers unless Seller directs Broker
 49 otherwise in writing.

Seller   and Broker/Authorized Associate   acknowledge receipt of a copy of this page, which is Page 1 of 5.
 The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via
 any field in the Multiple Listing Service.
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- 50 **6. Broker Authority: Seller authorizes Broker to:**
 51 (a) Market the Property to the Public (unless limited in Paragraph 6(b)(i) below):
 52 (i) Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public facing
 53 websites, brokerage website displays (i.e. IDX or VOW), email blasts, multi-brokerage listing sharing
 54 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 **office.**
 57 (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 (iii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), **Broker** will be limited to
 65 marketing the Property only to agents within **Broker's** office.
 66 / **Initials of Seller**
 67 (c) Obtain information relating to the present mortgage(s) on the Property.
 68 (d) 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 **Seller** accepts a sales contract for the Property.
 74 (f) Act as a transaction broker.
 75 (g) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These
 76 websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or
 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 reviews
 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 **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or
 84 display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.
- 85 **7. Seller 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 **Broker** 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 **Broker** with keys to the Property and make the Property available for **Broker** to show during
 91 reasonable times.
 92 (d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.
 93 (e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature,
 94 including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's**
 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. **Seller** certifies and represents that **Seller** knows of no such
 101 material facts (local government building code violations, unobservable defects, etc.) other than the following:
 102
 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.

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163 8(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property
164 during the time period from the date of conditional termination to Termination Date and Protection Period, if
165 applicable.

166 **13. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other
167 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be
168 settled by first attempting mediation under the rules of the American Arbitration Association or other mediator
169 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover
170 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:

171 **Arbitration:** By initialing in the space provided, **Seller** [] and **Broker or Authorized Associate**
172 [] agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in
173 which the Property is located in accordance with the rules of the American Arbitration Association or other
174 arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision
175 of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and
176 will equally split the arbitrator's fees and administrative fees of arbitration.

177 **14. Miscellaneous:** This Agreement is binding on **Seller's** and **Broker's** heirs, personal representatives,
178 administrators, successors, and assigns. **Broker** may assign this Agreement to another listing office. This
179 Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations
180 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and
181 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.
182 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories
183 of potential or actual transferees.

184 **15. Additional Terms:** _____
185 _____
186 _____
187 _____
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197

Seller [BM] [LB] and Broker/Authorized Associate [] [] acknowledge receipt of a copy of this page, which is Page 4 of 5.
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198 Seller's Signature: [Signature] Date: 8/21/24
199 Home Telephone: _____ Work Telephone: _____ Facsimile: _____

200 Address: _____

201 Email Address: _____

202 Seller's Signature: [Signature] Date: 8/21/24
203 Home Telephone: _____ Work Telephone: _____ Facsimile: _____

204 Address: _____

205 Email Address: _____

206 Broker or Authorized Sales Associate: Christopher Durham Date: _____
dotloop verified
08/20/24 2:04 PM EDT
RFE-MHOF-HNZF-HPCP

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 facsimile mail personal delivery.

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