

Commission Agreement

Jennifer Anderson by Stephen Kiser as Attorney in Fact ("Seller/Landlord")
 agrees that TOP Brokerage- Anthony Giglio ("Broker")
 may show and will use diligent effort to **(Check as applicable)** sell lease **Seller's/Landlord's** Property located at
771 Crestview Dr Casselberry Florida 32707 ("Property")
 to Prospective Buyer(s) ("Prospect").

In the event the Property is **(Check as applicable)** sold, optioned, contracted to be sold leased
 to Prospect, or any other prospect procured by **Broker**, on _____ [date] or within ____ days (180 days if blank)
 thereafter, **Seller/Landlord** agrees to pay **Broker**:

- \$ _____ % of the gross purchase price of the Property.
- _____ % of the gross lease value of a lease executed regarding the Property.
- other (specify) Seller is responsible for paying listing broker .5% commission at the gross selling price when the property closes as commission paid to TOP Brokerage. The Seller is responsible for paying the Buyer's Broker Commission at the sales price agreed to on the listing agreement.

Seller/Landlord will pay **Broker's** fee in the event of sale, at time of closing the sale; or in the event of lease, at time of lease execution. **Broker's** fee is due if **Seller/Landlord** defaults on an executed sales contract or lease with Prospect or if **Seller/Landlord** agrees with Prospect to cancel an executed sales contract or lease. In any litigation arising out of this agreement, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorney's fees, costs, and expenses.

If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

If the Property is commercial real estate as defined by Section 475.801, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Leasing Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your interest in the property for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

Additional Terms: _____

Signed by: Jennifer Anderson by Stephen Kiser as Attorney in Fact 8/16/2024
 Seller/Landlord Date

Seller/Landlord Date

DocuSigned by: Anthony Giglio 8/16/2024
 Authorized Broker or Associate Date