Exclusive Right of Sale Listing Agreement



	ELIZABET	H T CHAMORRO TORRES & JOSE BARRIENTOS	("Seller			
and	brokerage	US Interamerican Realty LLC				
1.	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 <u>August 22, 2024</u> and terminating at 11:59 p.m. on <u>January 22, 2025</u> ("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 loca law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.					
	Description of Property: (a) Street Address: 10033 CARAWAY SPICE AVE, RIVERVIEW, FL 33578					
	Legal Description:	TWIN CREEKS PHASES 1 & 2 LOT 2 BLOCK 2	2			
		See Attachment				
	(b) Personal Property, inclu	uding appliances:				
		See Attachment				
	(c) Occupancy: Property □ is I is not c	currently occupied by a tenant. If occupied, the lease term expire	es			
3.	Price and Terms: The property is offered for sale on the following terms or on other terms acceptable to Seller : (a) Price: \$363,000.00					
	□ Seller Financing: Seller with the following terms: □ Assumption of Existing an assumption fee of \$, at an interest rat Lender approval of assum remain liable for an assur lender to determine the e escrow deposits are curre	Mortgage: Buyer may assume existing mortgage for \$ The mortgage is for a term ofy e of% Gixed Variable (describe) nption Gixequired Gixequired Uixequired Uixequi	vears beginning in Seller: (1) You m Check with your ents and required the buyer at closin			
	authority to determine wh or whether you must be r are advised to consult wit	affect Seller financed transactions. It is beyond the scope of a lether the terms of your Seller financing agreement comply with egistered and/or licensed as a loan originator before offering Set h a legal or mortgage professional to make this determination.	n all applicable law eller financing. Yo			
		ny other expenses Seller agrees to pay in connection with a tra				
	Broker Obligations: Broker agrees to make diligent and continued efforts to sell the Property in accordance we this Agreement until a sales contract is pending on the Property. This includes, except when not in Seller's best interests, cooperating and communicating with other brokers and making the property available for showings.					
5.	Multiple Listing Service: Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller					
	because the Property will be obligated to enter the Propert (see Paragraph 6(a)) or as ne the MLS unless Seller directs report to the MLS this listing i	exposed to a large number of potential buyers. As a MLS partic y into the MLS within one (1) business day of marketing the Pro ecessary to comply with local MLS rule(s). This listing will be pu s Broker otherwise in writing. (See paragraph 6(b)(i)). Seller au nformation and price, terms, and financing information on any r ation members and MLS participants and subscribers unless Se	sipant, Broker is operty to the public blished accordingl athorizes Broker to esulting sale for us			
er (E	(JB) (JB) and Broker/Authorize	ed Associate () (<u>MU</u>) acknowledge receipt of a copy of this page, not be used to share offers of compensation to buyer brokers or other buye				
	in the Multiple Listing Service. Rev 7/2024		©2024 Florida Real			

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50 Broker Authority: Seller authorizes Broker to: 6. 51

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- (a) 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 websites, brokerage website displays (i.e. IDX or VOW), email blasts, multi-brokerage listing sharing networks and applications available to the general public.
 - (ii) Public marketing also includes marketing the Property to real estate agents outside Broker's office.
 - (iii) Place appropriate transaction signs on the Property, except if Paragraph 6(b)(i) is checked below.
 - (iv) Use Seller's name in connection with marketing or advertising the Property.
 - Display the Property on the Internet except the street address.
 - (b) Not Publicly Market to the Public/Seller Opt-Out:
 - (i) Seller does not authorize **Broker** to display the Property on the MLS.
 - (ii) Seller understands and acknowledges that if Seller checks option 6(b)(i), a For Sale sign will not be placed upon the Property and
 - (iii) Seller understands and acknowledges that if Seller checks option 6(b)(i), Broker will be limited to Edmarketing the Property only to agents within Broker's office.

Initials of Seller

- (c) Obtain information relating to the present mortgage(s) on the Property.
- (d) Provide objective comparative market analysis information to potential buyers.
- (e) (Check if applicable) I 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 damage or loss that occurs. □ Withhold verbal offers. □ Withhold all offers once **Seller** accepts a sales contract for the Property.
- (f) Act as a single agent of Seller.
- (g) Virtual Office Websites: 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 reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments and reviews about this Property.
 - Seller does not authorize an automated estimate of the market value of the listing (or a hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.
 - 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.
- 7. Seller Obligations: In consideration of Broker's obligations, Seller agrees to: 85
 - (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) Recognized Broker may be subject to additional MLS obligations and potential penalties for failure to comply with them.
 - (c) Provide Broker with keys to the Property and make the Property available for Broker to show during reasonable times.
 - (d) Inform Broker before leasing, mortgaging, or otherwise encumbering the Property.
 - (e) 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; or (3) the existence of undisclosed material facts about the Property. This clause will survive Broker's performance and the transfer of title.
 - (f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).
 - (g) 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 certifies and represents that Seller knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following:
- 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.

Seller (EC) (JB) and Broker/Authorized Associate (____) (MU) acknowledge receipt of a copy of this page, which is Page 2 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. ERS-19sa Rev 7/2024

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- 106 8. Compensation: Seller will compensate Broker as specified below if a buyer is procured who is ready, willing, 107 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 4% of the total purchase price plus \$ OR \$ (a) , no later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's 110 111 fee being earned.
- (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is 112 (b) exercised, Seller will pay Broker the Paragraph 8(a) fee, less the amount Broker received under this 113 subparagraph. 114
- 4 (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or (c) _ 115 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a 116 contract granting an exclusive right to lease the Property. 117
- (d) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by 118 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether 119 the buyer is secured by Seller, Broker, or any other person. (2) If Seller refuses or fails to sign an offer at the 120 price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to 121 cancel an executed sales contract. (3) If, within ⁹⁰ days after Termination Date ("Protection Period"), 122 Seller transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom 123 Seller, Broker, or any real estate licensee communicated regarding the Property before Termination Date. 124 However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another 125 126 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 8(a) fee.
 - (f) Brokerage commissions are not set by law and are fully negotiable.
- Notice to Seller Regarding Buyer Brokers: The buyer's broker, even if compensated by Seller or Broker, will 131 132 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 or may approve Broker to pay buyer's broker in accordance with paragraph 10. 134
- 135 10. Compensation to Buyer Brokers: Brokerage commissions are not set by law and are fully negotiable.
- 136 Seller approves the following (check all that apply; if no option is checked then option (c) is deemed to be 137 selected): 138
 - (a) \overline{x} Seller authorizes Broker to offer compensation to buyer's broker in the amount of: <u>1.5</u>% of the ____. (This amount will be paid from **Broker** to buyer's broker from the purchase price or \$____ compensation amount agreed to in paragraph 8.) This compensation will be set forth in a separate written agreement between Broker and buyer's broker.
 - (b) Seller authorizes Broker to offer compensation to buyer's broker from Seller in the amount of: 1.5% of the purchase price or \$_____ . This compensation will be set forth in a separate written agreement between Seller and buyer's broker.
- 145 (c) No compensation will be offered to buyer's broker.
- 11. Brokerage Relationship: 147

SINGLE AGENT NOTICE

149 FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO 150 **BUYERS AND SELLERS THEIR DUTIES.**

151 As a single agent, **US Interamerican Realty LLC**

- and its associates owe to you the following duties: 152
- 1. Dealing honestly and fairly; 153
- 2. Loyalty; 154

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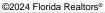
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- 155 3. Confidentiality:
- 156 4. Obedience:
- 157 5. Full Disclosure;

Seller (C) (MU) acknowledge receipt of a copy of this page, which is Page 3 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. ERS-19sa Rev 7/2024

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- 158 6. Accounting for all funds;
- 159 7. Skill, care, and diligence in the transaction;
- 160 8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee
- 161 otherwise in writing; and
- 162 9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

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164	Signature	Date			
165	Elízabeth Chamorro	_08/22/2024			
166	Signature	Date			
167 168 169 170 171 172 173	Broker agrees to conditional termination, Sell expenses incurred in marketing the Property, applicable sales tax. Broker may void the con 8(a) less the cancellation fee if Seller transfer	st, Broker may agree to conditionally terminate this Agreement. If er must sign a withdrawal agreement, reimburse Broker for all direct and pay a cancellation fee of $\$00.00$ plus iditional termination, and Seller will pay the fee stated in Paragraph s or contracts to transfer the Property or any interest in the Property onal termination to Termination Date and Protection Period, if			
174 175 176 177 178 179 180 181 182 183 183	matters in question between the parties arisin settled by first attempting mediation under the agreed upon by the parties. If litigation arises reasonable attorney's fees and costs, unless th Arbitration: By initialing in the space provide () agree that disputes not resolved by m which the Property is located in accordance w arbitrator agreed upon by the parties. Each p	construed under Florida law. All controversies, claims, and other g out of or relating to this Agreement or the breach thereof will be rules of the American Arbitration Association or other mediator out of this Agreement, the prevailing party will be entitled to recover he parties agree that disputes will be settled by arbitration as follows: ed, Seller () (), and Broker or Authorized Associate ediation will be settled by neutral binding arbitration in the county in with the rules of the American Arbitration Association or other arty to any arbitration (or litigation to enforce the arbitration provision I pay its own fees, costs, and expenses, including attorney's fees, administrative fees of arbitration.			
185 186 187 188 189 190 191	administrators, successors, and assigns. Brok Agreement is the entire agreement between S will be binding on Seller or Broker unless incl will be binding. Signatures, initials, and modifie	Seller's and Broker's heirs, personal representatives, ter may assign this Agreement to another listing office. This eller and Broker . No prior or present agreements or representations uded in this Agreement. Electronic signatures are acceptable and cations communicated by facsimile will be considered as originals. cludes buyers, tenants, exchangors, optionees, and other categories			
192		e mls within 7 days after execution of this agreement to allow the			
193	property pictures to be taken.				
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Seller $(\underline{\mathcal{B}})$ and Broker/Authorized Associate $(\underline{\mathcal{B}})$ acknowledge receipt of a copy of this page, which is Page 4 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. ERS-19sa Rev 7/2024

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08/22/2024



198	Seller's Signature: _		Date:	
199	Home Telephone:	Work Telephone:	Facsimile:	
200	Address:	10033 CARAWAY SPICE AVE, RIVERVIEW,	FL 33578	
201	Email Address:			
202	Seller's Signature: <u>J</u>	ose Barrientos	Date: 08/22/2024	
203	Home Telephone:	Work Telephone:	Facsimile:	
204	Address:			
205	Email Address:			
206	Broker or Authorized	Date: 08/22/2024		
207	Brokerage Firm Name	US Interamerican Realty LLC	Telephone:9542533989	
208	Address: 13361 N 56th Street, Tampa FL 33617			
209	Copy returned to S	eller on by 🗌 email 🗌 facsimi	le 🗌 mail 🗌 personal delivery.	

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Seller ($\underline{\text{EC}}$) ($\underline{\text{B}}$) and Broker/Authorized Associate (____) ($\underline{\text{M}}$) acknowledge receipt of a copy of this page, which is Page 5 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. ERS-19sa Rev 7/2024

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