

Exclusive Right of Sale Listing Agreement

This Exclusive Right of Sale Listing Agreement ("Agreement") is between
ELIZABETH T CHAMORRO TORRES & JOSE BARRIENTOS ("Seller")
and brokerage US Interamerican Realty LLC ("Broker").

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 August 22, 2024 and terminating at 11:59 p.m. on January 22, 2025 ("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 local law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

2. Description of Property:

(a) Street Address: 10033 CARAWAY SPICE AVE, RIVERVIEW, FL 33578

Legal Description: TWIN CREEKS PHASES 1 & 2 LOT 2 BLOCK 2

See Attachment

(b) Personal Property, including appliances:

See Attachment

(c) Occupancy:

Property is is not currently occupied by a tenant. If occupied, the lease term expires

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

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

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

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

Lender approval of assumption is required is not required unknown. **Notices to Seller:** (1) You may remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing. (2) Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are advised to consult with a legal or mortgage professional to make this determination.

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

4. Broker Obligations: Broker agrees to make diligent and continued efforts to sell the Property in accordance with 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 exposed to a large number of potential buyers. As a MLS participant, Broker is obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in the MLS unless Seller directs Broker otherwise in writing. (See paragraph 6(b)(i)). Seller authorizes Broker to report to the MLS this listing information and price, terms, and financing information on any resulting sale for use by authorized Board / Association members and MLS participants and subscribers unless Seller directs Broker otherwise in writing.

Seller (EC) (JB) and Broker/Authorized Associate (MU) 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.

- 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 (a) 4% of the total purchase price plus \$ _____ 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 (b) 4 (\$ 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 (c) 4 (\$ or %) of gross lease value as a leasing fee, on the date Seller 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 90 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 Broker 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 50% of all
 128 deposits that Seller 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 Broker to pay buyer's broker in accordance with paragraph 10.

- 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) Seller authorizes Broker to offer compensation to buyer's broker in the amount of: 1.5% of the
 139 purchase price or \$ _____. (This amount will be paid from Broker to buyer's broker from the
 140 compensation amount agreed to in paragraph 8.) This compensation will be set forth in a separate written
 141 agreement between Broker and buyer's broker.
- 142 (b) Seller authorizes Broker to offer compensation to buyer's broker from Seller in the amount of:
 143 1.5% of the purchase price or \$ _____. This compensation will be set forth in a separate
 144 written agreement between Seller and buyer's broker.
- 145 (c) No compensation will be offered to buyer's broker.

146 **11. Brokerage Relationship:**

147 **SINGLE AGENT NOTICE**

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

150 As a single agent, US Interamerican Realty LLC
 151 and its associates owe to you the following duties:

- 152
- 153 1. Dealing honestly and fairly;
 154 2. Loyalty;
 155 3. Confidentiality;
 156 4. Obedience;
 157 5. Full Disclosure;

Seller EC JB and Broker/Authorized Associate (_____) MU acknowledge receipt of a copy of this page, which is Page 3 of 5.
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 any field in the Multiple Listing Service.

- 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.

163 _____
164 Signature Date
165 Elizabeth Chamorro 08/22/2024
166 Signature Date

167 Jose Barrientos 08/22/2024
168 **12. Conditional Termination:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If
169 **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct
170 expenses incurred in marketing the Property, and pay a cancellation fee of \$800.00 plus
171 applicable sales tax. **Broker** may void the conditional termination, and **Seller** will pay the fee stated in Paragraph
172 8(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property
173 during the time period from the date of conditional termination to Termination Date and Protection Period, if
applicable.

174 **13. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other
175 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be
176 settled by first attempting mediation under the rules of the American Arbitration Association or other mediator
177 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover
178 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:
179 **Arbitration:** By initialing in the space provided, **Seller** (____) (____), and **Broker or Authorized Associate**
180 (____) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in
181 which the Property is located in accordance with the rules of the American Arbitration Association or other
182 arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision
183 of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees,
184 and will equally split the arbitrator's fees and administrative fees of arbitration.

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

192 **15. Additional Terms:** Listing will be active on the mls within 7 days after execution of this agreement to allow the
193 property pictures to be taken.

194 _____
195 _____
196 _____

Seller (EC) (JB) and Broker/Authorized Associate (____) (MU) acknowledge receipt of a copy of this page, which is Page 4 of 5.
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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:** Jose Barrientos Date: 08/22/2024

203 Home Telephone: _____ Work Telephone: _____ Facsimile: _____

204 Address: _____

205 Email Address: _____

206 **Broker or Authorized Sales Associate:** Maria Urbano 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 **Seller** on _____ by email facsimile mail personal delivery.

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