

EXCLUSIVE RIGHT TO SELL AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT ("AGREEMENT"). IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.

I/WE Elsa Doblado & Pedro A. Doblado ("OWNER") the OWNER of property located at 159 Stewart Avenue, Hempstead NY 11550 ("PROPERTY") do hereby give you, Francisco Diaz Realty ("LISTING BROKER") the exclusive right to sell the PROPERTY for \$ 299,000.00 from 12:01 A.M. on 10/25/2024 until 11:59 P.M. on 10/24/2025 ("LISTING PERIOD") and to make an offer of compensation to all participants of the OneKey Multiple Listing Service, LLC (OneKey MLS) authorized under law to receive a commission. OWNER and LISTING BROKER agree that they are contractually bound by this AGREEMENT as of the Effective Date.

Further, OWNER and LISTING BROKER agree that no marketing, promotion, sales activity, or showing of the PROPERTY shall take place until the LISTING CONTENT is entered into the OneKey MLS system and made available to other OneKey Participants on 10/25/24 (insert date).

No provision of this AGREEMENT is intended to nor shall be understood to establish or imply any contractual relationship between the OWNER and OneKey MLS and/or any REALTOR® Associations nor has OneKey MLS and/or any REALTOR® Associations in any way participated in any of the terms of this AGREEMENT, including the commission to be paid.

COMPENSATION

1. The OWNER hereby agrees to pay the LISTING BROKER a total commission in the amount of 6 % of the selling price or \$ _____.

Owner also agrees that said commission shall be shared with Cooperating Brokers as follows:

If the Cooperating Broker is a Seller's Agent 3 % of the selling price or \$ _____.

If the Cooperating Broker is a Broker's Agent 3 % of the selling price or \$ _____.

If the Cooperating Broker is a Buyer's Agent 3 % of the selling price or \$ _____.

This commission is offered to OneKey Participants only.

E. D. + P. A. D.
OWNER INITIAL

COMMISSION EARNED AND OWNER(S) OBLIGATIONS AFTER THE EXPIRATION/TERMINATION OF AGREEMENT

2. A commission shall be earned and payable under any of the following conditions: (a) If the LISTING BROKER or cooperating broker produces a buyer ready, willing and able to purchase the PROPERTY on such terms and conditions acceptable to the OWNER; (b) If through the LISTING BROKER's or cooperating broker's efforts a buyer and the OWNER reach an agreement upon all the essential terms of a transaction; (c) If the PROPERTY is sold or transferred during the term of this LISTING AGREEMENT whether or not the sale or transfer is a result of the LISTING BROKER's efforts and even if the PROPERTY is sold or transferred as a result of the efforts of the OWNER or any other broker or agent not acting under this LISTING AGREEMENT; (d) If the LISTING BROKER or cooperating broker is the procuring cause of a transaction. If within N/A days after the expiration or termination of the LISTING PERIOD, OWNER accepts a purchase offer on the PROPERTY from any person to whom the PROPERTY has been shown during the LISTING PERIOD, OWNER will pay LISTING BROKER the aforementioned commission/fee as if LISTING BROKER had made the sale provided the PROPERTY goes to closing. The preceding sentence shall not apply if OWNER in good faith enters into a valid listing agreement for the PROPERTY with another New York State licensed real estate broker after the expiration or termination of this AGREEMENT.

3. If OWNER terminates this LISTING AGREEMENT or the LISTING BROKER's authority provided herein prior to the end of the LISTING PERIOD, the LISTING BROKER shall retain its contract rights (including but not limited to recovery of its commission, advertising expenses and/or any other damages incurred) by reason of OWNER's termination.

MARKETING

4. OWNER grants to the LISTING BROKER full discretion to determine the appropriate marketing approach for the PROPERTY. LISTING BROKER will undertake to find a ready, willing, and able purchaser and in order to do so will engage in marketing activity which may include all forms of advertising.

AUTHORIZATION FOR "FOR SALE" SIGN AND OTHER SERVICES

5. LISTING BROKER _____ (is) _____ (is not) authorized to place a "For Sale" sign on the PROPERTY. (Check one)

6. LISTING BROKER _____ (is) _____ (is not) authorized to use a lockbox. (Check one)

7. OWNER _____ (gives permission) _____ (does not give permission) to the LISTING BROKER to share keys to the PROPERTY with cooperating brokers. (Check