



Exclusive Right of Sale Listing Agreement

This Exclusive Right of Sale Listing Agreement ("Agreement") is between
MARIO EUSEBIO HERNANDEZ ("Seller")
 and **Luxe Properties, 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 January 20, 2022 and terminating at 11:59 p.m. on July 19, 2022 ("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:** 6430 SW 21 St Miami, FL 33155

Legal Description: 12 54 40 LEMlich MANOR PB 64-23 LOT 5 BLK 2 LOT SIZE IRREGULAR
 OR 20752-0140 10/2002 1 COC 22484-4153 06 2004 1 ☐ 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:** \$674,900.00

(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. **Notice 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 or other closing costs not to exceed % of the purchase price 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.

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  and Broker/Sales Associate  acknowledge receipt of a copy of this page, which is Page 1 of 4.

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6. Broker Authority: Seller authorizes Broker to:

(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 marketing 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) ☒ 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 transaction broker.

(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:

(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) Recognize **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; (3) the existence of undisclosed material facts about the Property; or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from **Broker**. 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:

Seller will immediately inform **Broker** of any material facts that arise after signing this Agreement.

(h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements, and other specialized advice.

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Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals. The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories of potential or actual transferees.

14. Additional Terms:

Seller's Signature:

MIRRO EUSEBIO HERMANDEZ
dotloop verified
01/20/22 7:23 PM EST
EZBF-BKXQ-YHE7-LWIP

Date:

Home Telephone:

Work Telephone:

Facsimile:

Address:

Email Address:

Seller's Signature:

Date:

Home Telephone:

Work Telephone:

Facsimile:

Address:

Email Address:

Authorized Sales Associate or Broker:

Philip Norton
dotloop verified
01/19/22 7:57 PM EST
STSA-V7WB-FYTS-UHYW

Brokerage Firm Name:

Luxe Properties, LLC

Telephone:

Address:

Copy returned to **Seller** on _____ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.

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