



Exclusive Right of Sale Listing Agreement

1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between
 2 * MARIA DE LOS ANGELES MARQUEZ ("Seller")
 3 * and LUXE PROPERTIES LLC ("Broker").

4 **1. Authority to Sell Property:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal
 5 property (collectively "Property") described below, at the price and terms described below, beginning
 6 * December 15, 2021 and terminating at 11:59 p.m. on May 23, 2022 ("Termination Date"). Upon
 7 full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will
 8 automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge
 9 that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,
 10 color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local
 11 law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

2. Description of Property:

13 * (a) Street Address: 3139 SW 25TH STREET

14 MIAMI, 33133

15 * Legal Description: 16 54 41 THE PINES PB 5-76 LOT 26 & S20FT LOT 7 BLK 4 LOT SIZE 50.000 X 160 OR 18238-4287 0898 4

16 * ☐ See Attachment

17 * (b) Personal Property, including appliances: _____

18 * ☐ See Attachment

19 (c) Occupancy:

20 * Property ☒ is ☐ is not currently occupied by a tenant. If occupied, the lease term expires _____.

21 **3. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to Seller:

22 * (a) Price: \$ 650,000.00

23 * (b) Financing Terms: ☒ Cash ☒ Conventional ☐ VA ☐ FHA ☐ Other (specify) _____

24 * ☐ Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ _____
 25 * with the following terms: _____

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

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

37 * (c) **Seller Expenses:** Seller will pay mortgage discount or other closing costs not to exceed _____ % of the
 38 purchase price and any other expenses Seller agrees to pay in connection with a transaction.

39 **4. Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property in accordance with
 40 this Agreement until a sales contract is pending on the Property.

41 **5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller
 42 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is
 43 obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public
 44 (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in
 45 the MLS unless Seller directs Broker otherwise in writing. (See paragraph 6(b)(i)). Seller authorizes Broker to
 46 report to the MLS this listing information and price, terms, and financing information on any resulting sale for use
 47 by authorized Board / Association members and MLS participants and subscribers unless Seller directs Broker
 48 otherwise in writing.

Seller [Signature] (_____) and Broker/Sales Associate [Signature] (_____) acknowledge receipt of a copy of this page, which is Page 1 of 5.

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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 single agent of **Seller** with consent to transition to 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 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.

Seller (_____) (_____) and Broker/Sales Associate (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 5.

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8. **Compensation:** Seller will compensate **Broker** as specified below for procuring a buyer who is ready, willing, and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to **Seller**. **Seller** will pay **Broker** as follows (plus applicable sales tax):
- (a) 6.000 % of the total purchase price plus \$ _____ OR \$ _____, no later than the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's** fee being earned.
- (b) 10% (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised, **Seller** will pay **Broker** the Paragraph 8(a) fee, less the amount **Broker** received under this subparagraph.
- (c) 10% (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive right to lease the Property.
- (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether the buyer is secured by **Seller**, **Broker**, or any other person. (2) If **Seller** refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to cancel an executed sales contract. (3) If, within _____ days after Termination Date ("Protection Period"), **Seller** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom **Seller**, **Broker**, or any real estate licensee communicated regarding the Property before Termination Date. However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another broker.
- (e) **Retained Deposits:** As consideration for **Broker's** services, **Broker** is entitled to receive _____ % (50% if left blank) 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.

9. **Cooperation with and Compensation to Other Brokers: Notice to Seller:** The buyer's broker, even if compensated by **Seller** or **Broker**, may represent the interests of the buyer. **Broker's** office policy is to cooperate with all other brokers except when not in **Seller's** best interest and to offer compensation in the amount of
- ☒ 3.000 % of the purchase price or \$ _____ to a single agent for the buyer; ☒ 3.000 % of the purchase price or \$ _____ to a transaction broker for the buyer; and ☒ 3.000 % of the purchase price or \$ _____ to a broker who has no brokerage relationship with the buyer.
- ☐ None of the above. (If this is checked, the Property cannot be placed in the MLS.)

10. Brokerage Relationship:

SINGLE AGENT NOTICE

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

* As a single agent, _____ and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full Disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

Signature _____

Date _____

Signature _____

Date _____

CONSENT TO TRANSITION TO TRANSACTION BROKER

Seller ([Signature]) and Broker/Sales Associate ([Signature]) (_____) acknowledge receipt of a copy of this page, which is Page 3 of 5.

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FLORIDA LAW ALLOWS REAL ESTATE LICENSEES WHO REPRESENT A BUYER OR SELLER AS A SINGLE AGENT TO CHANGE FROM A SINGLE AGENT RELATIONSHIP TO A TRANSACTION BROKERAGE RELATIONSHIP IN ORDER FOR THE LICENSEE TO ASSIST BOTH PARTIES IN A REAL ESTATE TRANSACTION BY PROVIDING A LIMITED FORM OF REPRESENTATION TO BOTH THE BUYER AND THE SELLER. THIS CHANGE IN RELATIONSHIP CANNOT OCCUR WITHOUT YOUR PRIOR WRITTEN CONSENT.

* As a transaction broker, LUXE PROPERTIES LLC
and its associates, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

I agree that my agent may assume the role and duties of a transaction broker.

Signature MARIA DE LOS ANGELES MARQUEZ

Date 12/6/21

Signature _____

Date _____

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

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

13. Miscellaneous: This Agreement is binding on **Seller's** and **Broker's** heirs, personal representatives, administrators, successors, and assigns. **Broker** may assign this Agreement to another listing office. This 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.

Seller (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 5.

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212 * 14. Additional Terms: _____

213 _____

214 _____

215 _____

216 _____

217 _____

218 _____

219 _____

220 _____

221 _____

222 _____

223 _____

224 _____

225 _____

226 _____

227 * Seller's Signature: _____

Date: 12/6/21

228 * Home Telephone: 786-281-3460 Work Telephone: _____

Facsimile: _____

229 * Address: 3139 SW 25 street Miami FL 33133

230 * Email Address: idaniai@aol.com

231 * Seller's Signature: _____

Date: _____

232 * Home Telephone: _____

Work Telephone: _____

Facsimile: _____

233 * Address: _____

234 * Email Address: _____

DocuSigned by:

235 * Authorized Sales Associate or Broker: _____

Date: 12/7/2021

236 * Brokerage Firm Name: LUXE PROPERTIES LLC

Telephone: (305)773-3603

237 * Address: 55 Merrick Way #402, Coral Gables, FL 33134

238 * Copy returned to Seller on 12/7/2021 by ☒ email ☐ facsimile ☐ mail ☐ personal delivery.

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