Exclusive Right of Sale Listing Agreement



This	s Exclusive Right of Sale Listing Agreement ("Agreement") is between
	MARIO EUSEBIO HERNANDEZ ("Selle
and	Luxe Properties, LLC ("Broker
	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"). Upor 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 acknowledg that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to raccolor, 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.
	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
	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 \$
4.	Broker Obligations: Broker agrees to make diligent and continued efforts to sell the Property in accordance w 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 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 ERS-1840 op Repres/2020

_) and Broker/Sales Associate 01/19/22 7:57 PM EST dotloop verified

_) acknowledge receipt of a copy of this page, which is Page 1 of 4.

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49	6.		oker Authority: Seller authorizes Broker to:
50		(a)	Market the Property to the Public (unless limited in Paragraph 6(b)(i) below):
51			(i) Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public facing
52			websites, brokerage website displays (i.e. IDX or VOW), email blasts, multi-brokerage listing sharing
53			networks and applications available to the general public.
54 55			(ii) Public marketing also includes marketing the Property to real estate agents outside Broker's office.
56			(iii) Place appropriate transaction signs on the Property, except if Paragraph 6(b)(i) is checked below.
57			(iv) Use Seller's name in connection with marketing or advertising the Property.
58*			Display the Property on the Internet except the street address.
59		(b)	Not Publicly Market to the Public/Seller Opt-Out:
60*			(i) Seller does not authorize Broker to display the Property on the MLS.
61			(ii) Seller understands and acknowledges that if Seller checks option 6(b)(i), a For Sale sign will not be
62			placed upon the Property and
63 64			(iii) Seller understands and acknowledges that if Seller checks option 6(b)(i), Broker will be limited to
65*			marketing the Property only to agents within Broker's office. / Initials of Seller
66		(c)	Obtain information relating to the present mortgage(s) on the Property.
67			Provide objective comparative market analysis information to potential buyers.
68*			(Check if applicable) 🗓 Use a lock box system to show and access the Property. A lock box does not
69		()	ensure the Property's security. Seller is advised to secure or remove valuables. Seller agrees that the lock
70			box is for Seller's benefit and releases Broker, persons working through Broker, and Broker's local Realtor
71			Board / Association from all liability and responsibility in connection with any damage or loss that occurs.
72*			☐ Withhold verbal offers. 🗷 Withhold all offers once Seller accepts a sales contract for the Property.
73			Act as a transaction broker.
74		(g)	Virtual Office Websites: Some real estate brokerages offer real estate brokerage services online. These
75			websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or
76			reviews and comments about a property may be displayed in conjunction with a property on some VOWs.
77			Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews
78			about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or
79			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
80*			estimate) to be displayed in immediate conjunction with the listing of this Property.
81 82*			Seller does not authorize third parties to write comments or reviews about the listing of the Property (or
83			display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.
84	7.	Sel	ler Obligations: In consideration of Broker's obligations, Seller agrees to:
85			Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to
86		. ,	Broker all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
87		(b)	Recognize Broker may be subject to additional MLS obligations and potential penalties for failure to comply
88			with them.

- 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.



) and Broker/Sales Associate

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106 107	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
108		terms acceptable to Seller. Seller will pay Broker as follows (plus applicable sales tax):
109*		(a)5% of the total purchase price plus \$0.00 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) (\$ or %) of the consideration paid for an option, at the time an option is created. If the option
113		is exercised, Seller will pay Broker the Paragraph 8(a) fee, less the amount Broker received under this
114		subparagraph.
115*		(c) (\$ 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 180 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% if
128		left blank) of all deposits that Seller retains as liquidated damages for a buyer's default in a transaction, not to
129		exceed the Paragraph 8(a) fee.
130	9.	Cooperation with and Compensation to Other Brokers: Notice to Seller: The buyer's broker, even if
131	v.	compensated by Seller or Broker , may represent the interests of the buyer. Broker's office policy is to cooperate
132		with all other brokers except when not in Seller's best interest and to offer compensation in the amount of
133*		$\boxed{\mathbf{x}}$
		purchase price or \$ to a transaction broker for the buyer; and $x = 2.5\%$ of the purchase
134*		price or \$ to a broker who has no brokerage relationship with the buyer.
135*		None of the above. (If this is checked, the Property cannot be placed in the MLS.)
136*		
137	10.	Brokerage Relationship: Broker will act as a transaction broker. Broker will deal honestly and fairly; will account
138		for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect
139		the value of the residential property which are not readily observable to the buyer; will present all offers and
140		counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with
141		Seller unless waived in writing.
142	11.	Conditional Termination: At Seller's request, Broker may agree to conditionally terminate this Agreement. If
143		Broker agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct
144*		expenses incurred in marketing the Property, and pay a cancellation fee of \$0.00 plus
145		applicable sales tax. Broker may void the conditional termination, and Seller will pay the fee stated in Paragraph
146		8(a) less the cancellation fee if Seller transfers or contracts to transfer the Property or any interest in the Property
147		during the time period from the date of conditional termination to Termination Date and Protection Period, if
148		applicable.
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149	12.	Dispute Resolution: This Agreement will be construed under Florida law. All controversies, claims, and other
150		matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be
151		settled by first attempting mediation under the rules of the American Mediation Association or other mediator
152		agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover
153		reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:
154*		Arbitration: By initialing in the space provided, Seller () (), Sales Associate (), and Broker ()
155		agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which
156		the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator
157		agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this
158		Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will
159		equally split the arbitrator's fees and administrative fees of arbitration.
160	13.	Miscellaneous: This Agreement is binding on Seller's and Broker's heirs, personal representatives,
161		administrators, successors, and assigns. Broker may assign this Agreement to another listing office. This

Form Simplicity

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Seller

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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.

eller's Signature:	NATIO EUSEBIO HERNANDEZ	dotloop verified 01/20/22 7:23 PM EST EZBF-BKXQ-YHE7-LWIP	Date:	
ome Telephone:	Work Teleph	one:	Facsimile:	
ddress:				
			Facsimile:	
ddress:				
nail Address:				
uthorized Sales Assoc	Philip N	Vorton	dotloop verified 01/19/22 7:57 PM EST STSA-V7WB-FYTS-UHYW	
okerage Firm Name: _	Luxe Properti	es, LLC	Telephone:	
ddraee:				

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