

Exclusive Right of Sale Listing Agreement



1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between
 2 Anthony Symonette ("Seller")
 3 and brokerage LPT Realty, 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 AS 10/30/25 11/6/2025 and terminating at 11:59 p.m. on 10/28/2026 ("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 SP 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.

12 **2. Description of Property:**
 13 (a) Street Address: 11425 Sun Rd
 14 Dade City FL 33525-1830
 15 Legal Description: ORANGE VALLEY UNIT 2 UNREC LOT 125 AKA 125-B DESC AS COM W 1/4 TH N89DEG45' 15"E 25.00FT TH S00DEG00'
 16 08"E 228.75FT TH N89DEG 43' 53"E 150.00FT FOR POB TH S00DEG00' 08"E 150.00FT TH N89DEG43' 53"E 150. ☐ 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 _____.

JP AS

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

22 (a) Price: \$ ~~100,000~~ \$435,000

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, other closing costs, or concessions not to exceed
 38 \$ _____, 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. This includes, except when not in Seller's best
 41 interests, cooperating and communicating with other brokers and making the property available for showings.

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

Seller (AS) and Broker/Authorized Associate (JP) acknowledge receipt of a copy of this page, which is Page 1 of 5.
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 any field in the Multiple Listing Service.
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otherwise in writing. The **Seller** and **Broker** agree to adhere to each local MLS's policies and further agree to execute any applicable forms as necessary.

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 unless marketing options pursuant to local MLS rules apply), 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.
- (c) _____ **Initials of Seller**
- (d) Obtain information relating to the present mortgage(s) on the Property.
- (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; or (3) the existence of undisclosed material facts about the Property. 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.

Seller (AS) () and Broker/Authorized Associate (JP) () acknowledge receipt of a copy of this page, which is Page 2 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.

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

8. **Compensation:** Seller will compensate Broker as specified below if a buyer is procured 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:

(a) 4 % of the total purchase price plus \$ 695.00 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) N/A (\$ 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) N/A (\$ 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 60 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 % 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.

(f) Brokerage commissions are not set by law and are fully negotiable.

9. **Notice to Seller Regarding Buyer Brokers:** The buyer's broker, even if compensated by Seller or Broker, will provide services for the buyer. Seller is advised and is aware that Seller may, but is not required to, compensate a buyer's broker upon closing. Seller may choose to enter into a separate written agreement to pay buyer's broker or may approve Broker to pay buyer's broker in accordance with paragraph 10. Seller also understands

(a) "Buyer's broker" may include this Broker if Broker also works with buyer on this transaction;

(b) If this occurs during the duration of this listing, Broker will be entitled to the compensation in paragraph 8 for services performed for Seller, as well as the buyer's broker compensation in paragraph 10(a) for services performed for buyer; the Seller should therefore take this into consideration when negotiating compensation; and

(c) Broker may receive separate compensation from buyer for services rendered to buyer by Broker.

10. **Compensation to Buyer Brokers: Brokerage commissions are not set by law and are fully negotiable.**

Seller approves the following (check one option; if no option is checked then option (c) is deemed to be selected):

(a) ☐ Seller authorizes Broker to offer compensation to buyer's broker in the amount of: _____ % of the purchase price or \$ _____. (This amount will be paid from Broker to buyer's broker from the compensation amount agreed to in paragraph 8.) This compensation will be set forth in a separate written agreement between Broker and buyer's broker.

(b) ☒ Seller authorizes Broker to offer compensation to buyer's broker from Seller in the amount of: 2.5 % of the purchase price or \$ _____. This compensation will be set forth in a separate written agreement between Seller and buyer's broker.

(c) ☐ No compensation will be offered to buyer's broker.

11. **Brokerage Relationship:** Broker will act as a transaction broker. Broker will deal honestly and fairly; will account for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect the value of the residential property which are not readily observable to the buyer; will present all offers and counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with Seller unless waived in writing.

12. **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 \$ 0.00 plus

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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.

13. 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 Arbitration 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** (AS) (____), and **Broker or Authorized Associate** (JP) 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.

14. 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.

15. Additional Terms:

- Listing agent Jason Patino is only being paid a 4% commission of the contract sale price unless the listing agent is procuring cause and responsible for both sides of the transaction. If so, then, the listing agent Jason Patino will be paid only 6% of the contract sale price.
- Buyer's agent will get up to 2.5% of the contract sale price at the time of closing.
- Photoshoot will commence on T.B.D. 11/06/2025
- Listing will go live on MLS & all other internet portals on T.B.D. 11/10/2025
- Seller authorizes Listing Agent to reject all offers under: \$ 366,000.
- Showing notices will be delivered via text and or email for real-time showing requests.
- Weekly updates on showings, feedback, and online metrics will be shared every Friday.

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ID: 1BD1F4BF-1AB4-F011-8E61-000D3A1E5303

Seller's Signature: [Signature] **Anthony Symonette** **Date:** 10/30/25
 Home Telephone: _____ Work Telephone: 786-587-2203 Facsimile: _____

Address: 11425 Sun Rd **Dade City** **FL** **33525-1830**

Email Address: antsymo@yahoo.com antsymo2000@yahoo.com

Seller's Signature: [Signature] **Date:** 10/30/25

Home Telephone: _____ Work Telephone: _____ Facsimile: _____

Address: _____

Email Address: _____

Broker or Authorized Sales Associate: [Signature] **Date:** 10/30/25
Jason Patino

Brokerage Firm Name: LPT REALTY, LLC. **Telephone:** 877-366-2213

Address: 9170 Oakhaurst Rd #4 **Seminole** **FL** **33776**

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

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