KEYVORA REALTY
REAL ESTATE YOUR WAY

EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT

This Exclusive Right of Sale Listing Agreement (Agreement) is made between the Seller(s) identified below and Keyvora Realty LLC (Broker). Seller grants Broker the exclusive right to market and sell the Property during the Listing Period on the terms stated here.

1. SELLER AND BROKER

Seller 1 legal name

Seller 2 legal name (if any)

Seller mailing address

Seller email(s)

Seller phone(s)

Broker: Keyvora Realty LLC. Listing associate (if any):

Listing associate name

Associate phone / email

2. PROPERTY

Street address

City / County / Florida ZIP

Tax parcel identification number(s)

Legal description (attach exhibit if needed)

Included: all improvements, fixtures, built-in items, attached floor and wall coverings, attached lighting, ceiling fans, window treatments and hardware, keys, remotes, access devices, and the following personal property, unless excluded below.

Additional included personal property

Excluded fixtures or personal property

3. LISTING PERIOD

Effective date

Definite expiration date (11:59 p.m. local time)

This Agreement ends automatically on the expiration date. Seller is not required to notify Broker of an intent to cancel after that date. Any extension must be in a written agreement signed by Seller and Broker.

4. PRICE AND TERMS

Listing price ($)

Seller authorizes Broker to offer the Property on the following terms (check all that apply):

☐ Cash ☐ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Other

Other financing / seller-financing terms

Minimum earnest money or deposit requested ($ or %)

Preferred closing date or timeframe

Items Seller may pay or credit at closing, if offered

5. OCCUPANCY AND POSSESSION

☐ Owner occupied ☐ Tenant occupied ☐ Vacant ☐ Other

Tenant, lease, rent, deposit and expiration details

Possession to be delivered

6. EXISTING OBLIGATIONS

Mortgages, liens, judgments, assessments, solar/PACE or other financing

Approximate loan payoff(s), if known

7. FULL-SERVICE MARKETING AND TRANSACTION SERVICES

Broker will use reasonable skill, care, and diligence to perform the following, as applicable to the Property and authorized selections:

1. Advise Seller concerning positioning, pricing strategy, showing preparation, offer terms, negotiations, and transaction milestones.
2. Prepare marketing remarks and materials; photograph or arrange photography/video; install permitted signage and lockbox; market through Broker websites, online portals, social media, email, print, networking, open houses, and other lawful channels selected by Broker.
3. Place the Property in one or more multiple listing services or other broker-cooperation systems if Broker is eligible and Seller authorizes participation; maintain and update listing information.
4. Respond to inquiries; coordinate appointments; verify access instructions; obtain feedback when reasonably available; and communicate material activity to Seller.
5. Present offers and counteroffers timely unless Seller directs otherwise in writing; assist Seller in comparing terms and negotiating.
6. Coordinate with the closing agent, lender, appraiser, inspector, surveyor, contractors, association, and other transaction participants; monitor dates and help address transaction issues.
7. Maintain transaction records and account for funds received by Broker as required by law.

8. MARKETING AUTHORIZATIONS

Seller authorizes Broker to (check selections; unmarked items are not authorized):

- ☐ Install sign
- ☐ Use electronic lockbox
- ☐ Hold open houses
- ☐ Use aerial/drone media
- ☐ Use virtual staging
- ☐ Publish interior images
- ☐ Publish price/address online
- ☐ Allow automated valuation displays
- ☐ Allow public comments/reviews
- ☐ Market as Coming Soon if permitted

Seller grants Broker a nonexclusive, royalty-free license during the Listing Period and transaction follow-up to use, reproduce, edit, distribute, and display Seller-provided and Broker-created listing media for marketing, reporting, and recordkeeping. Broker-created media remains Broker's property unless otherwise agreed in writing. Seller represents that Seller has permission to provide all supplied media and information.

9. ACCESS, SAFETY AND RECORDING DEVICES

Showing notice, hours, access instructions, pets, gates, alarms, hazards

Seller will secure valuables, medications, weapons, documents, and personal information. Seller will disclose any audio/video recording devices and comply with applicable privacy and recording laws. Broker does not insure or guarantee the Property against theft, damage, injury, or unauthorized entry.

10. BROKER COMPENSATION

Seller agrees that Broker earns the listing compensation selected below if, during the Listing Period: (a) Seller enters into a contract to transfer the Property; (b) Broker, Seller, or any other person produces a ready, willing, and able buyer on the price and terms stated in this Agreement or on other terms accepted by Seller; or (c) Seller transfers or contracts to transfer any interest in the Property, including by sale, exchange, option, lease with purchase option, or other disposition. Compensation is payable at closing, or upon Seller's default or wrongful prevention of closing, subject to Section 20.

Listing compensation (complete one or more, and specify how they apply):

Percentage of gross sales price

_____

Flat fee ($)

_____

Other compensation or calculation

Compensation is not set by law and is fully negotiable. Unless written above, Broker is not entitled to compensation based solely on expiration without an earning event or Protection Period event.

11. BUYER-BROKER COMPENSATION AND CONCESSIONS

Seller directs Broker regarding any offer of compensation or concession to a buyer's brokerage. Any amount is negotiable and is not required for listing services. Broker will not advertise or promise an amount not authorized in writing. Check one and complete the amount if applicable:

☐ No standing offer; Seller will consider requests within offers

☐ Broker may offer buyer-broker compensation as stated below

Authorized amount / percentage and conditions

☐ Seller authorizes buyer concessions to be advertised as stated below

Authorized concession amount / percentage and conditions

Any buyer-broker compensation paid by Broker from compensation received under this Agreement does not increase Seller's total listing compensation unless separately agreed. Broker may modify or withdraw an offer to another brokerage before acceptance, consistent with applicable agreements and law. A buyer may request different terms in an offer.

12. PROCURING CAUSE; DIRECT INQUIRIES

Seller will promptly refer all inquiries, prospects, and offers concerning the Property to Broker. Broker may cooperate with other Florida licensees and may show the Property to Broker's own customers or clients, subject to the brokerage relationship disclosures in this Agreement and any required consent.

13. SELLER REPRESENTATIONS AND DUTIES

Seller represents, warrants, and agrees that:

1. Seller has authority to enter this Agreement and to convey marketable title, subject to disclosed exceptions. All owners and required parties will sign transaction documents.
2. Information supplied by Seller is complete and accurate to Seller's knowledge. Seller will promptly correct inaccuracies and disclose known facts materially affecting the value of residential property that are not readily observable.
3. Seller will disclose known defects, claims, code or permit issues, boundary disputes, environmental conditions, flood history, sinkhole activity, insurance claims, pending assessments, leases, association obligations, and other material matters.
4. Seller will maintain the Property in substantially its present condition, keep utilities operating as reasonably needed for showings/inspections, and notify Broker before making material changes.
5. Seller will reasonably cooperate with marketing, showings, inspections, appraisal, title work, survey, association requests, and closing. Seller will not discriminate in violation of federal, state, or local fair housing law.
6. Seller will not enter another listing agreement during the Listing Period and will not circumvent Broker by dealing directly with prospects.
7. Seller will timely provide requested documents, including surveys, title policies, permits, leases, warranties, association documents, insurance information, and ownership/entity authority documents.

14. PROPERTY CONDITION AND SPECIAL MATTERS

Check all that apply and explain or attach supporting documents:

- ☐ Condominium
- ☐ Homeowners association
- ☐ Community development district
- ☐ Septic system
- ☐ Private well
- ☐ Flood zone / prior flooding
- ☐ Coastal / waterfront
- ☐ Lead-based paint pre-1978
- ☐ Solar / PACE financing
- ☐ Open permits / code issues
- ☐ Tenant / occupant
- ☐ Foreign seller / FIRPTA

Explanations / known material facts / attached disclosures

Broker is not a property inspector, engineer, surveyor, appraiser, environmental specialist, tax adviser, or title examiner. Seller is responsible for accurate disclosures and may obtain independent professional advice.

15. OFFERS AND COMMUNICATIONS

Broker will present offers and counteroffers timely unless Seller gives written instructions otherwise. Seller authorizes electronic delivery and signature. Seller understands that email and text may not be secure and will independently verify any request to change wiring instructions or payment information using a known telephone number. Broker may disclose the existence of other offers only as authorized by Seller or required by law.

☐ Broker may disclose that other offers exist, but not their terms

☐ Broker may disclose offer terms only with Seller's case-by-case written direction

Seller's preferred communication method and recipients

16. CLOSING AGENT AND ESCROW

Preferred title/closing agent, contact and location

Any escrow deposit will be held as provided in the purchase contract. Broker is not required to hold escrow. The purchase contract will control escrow, title, survey, inspections, financing, casualty, closing, prorations, and remedies between Seller and buyer.

17. SELLER EXPENSES

Unless a purchase contract provides otherwise, Seller is responsible for Seller's customary closing expenses and obligations, which may include title work, documentary stamp tax on deed, mortgage or lien satisfaction and recording, association/estoppel charges, agreed repairs, property taxes and assessments, transaction-specific professional fees, and compensation due under this Agreement. Broker may pay vendors only if separately authorized; Seller remains responsible for approved expenses not paid from closing proceeds.

Approved advance/vendor budget and repayment terms, if any

18. NET PROCEEDS; PRICING INFORMATION

Any market analysis, pricing recommendation, or seller net sheet is an estimate and not an appraisal, guarantee of value, or guarantee of proceeds. Taxes, payoffs, repairs, credits, insurance, title matters, and closing charges may change. Seller will verify final figures with the closing agent.

19. TITLE AND AUTHORITY

Seller authorizes Broker and the closing agent to obtain publicly available ownership, lien, permit, tax, association, and property records and to communicate with Seller's lender, association, attorneys, accountants, and other professionals as reasonably necessary for the proposed sale. This authorization does not permit release of funds or acceptance of terms for Seller.

20. SELLER DEFAULT OR PREVENTION OF CLOSING

If Broker has earned compensation and Seller refuses or fails to close without a contractual right to do so, materially breaches this Agreement, or prevents performance, Broker may pursue unpaid compensation and other remedies available under this Agreement and law. Broker is not entitled to compensation caused solely by a buyer's default unless Broker otherwise earned compensation under Section 10 and applicable law permits recovery. Any buyer deposit and its disposition are controlled by the purchase contract and escrow law; Broker has no automatic right to a buyer deposit.

21. PROTECTION PERIOD

Protection Period after expiration or termination (number of calendar days)

If within the Protection Period Seller transfers or contracts to transfer the Property to a prospect who, during the Listing Period, physically or virtually toured the Property, submitted an inquiry or offer, or negotiated through Broker or another cooperating licensee, Seller will pay the compensation stated in Section 10. Broker will provide Seller a written list of protected prospects within the following number of days after expiration or termination:

Days for Broker to deliver protected-prospect list

No protection compensation is due if, after this Agreement ends, Seller enters a valid exclusive listing agreement with another licensed Florida broker and the transfer occurs during that later agreement, unless the later agreement excludes the protected prospect or otherwise preserves Broker's claim.

22. EARLY TERMINATION

This Agreement may be ended before expiration only by a written release signed by Seller and Broker, or as otherwise required by law. A release may state reimbursement of approved marketing expenses or other agreed obligations. Withdrawal of the Property from marketing does not by itself terminate this Agreement.

Agreed early-termination or expense-reimbursement terms, if any

23. DISPUTE RESOLUTION AND GOVERNING LAW

☐ Mediation required before litigation (except emergency/injunctive relief)

☐ Prevailing party may recover reasonable attorney fees and costs

Florida law governs. Venue for litigation will be in the Florida county where the Property is located unless the parties agree otherwise in writing. Nothing here prevents a complaint to a regulatory authority.

24. GENERAL PROVISIONS

This Agreement and its addenda are the entire agreement concerning the listing and replace prior discussions. Changes must be written and signed. Electronic records and signatures may be used. Counterparts are one agreement. If a provision is unenforceable, the remainder continues. Headings are for convenience. No waiver is continuing. Seller authorizes Broker to retain records and provide copies as required by law. Obligations intended to survive expiration or termination survive, including earned compensation, protection, indemnity for Seller-supplied information, and recordkeeping.

25. SELECT BROKERAGE RELATIONSHIP

For residential sales covered by section 475.278, Florida Statutes, select one relationship. The selected disclosure is incorporated into this Agreement. Do not select both.

☐ SINGLE AGENT - Seller is represented as a fiduciary

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, Keyvora Realty LLC and its associates owe to Seller: dealing honestly and fairly; loyalty; confidentiality; obedience; full disclosure; accounting for all funds; skill, care, and diligence in the transaction; presenting all offers and counteroffers in a timely manner unless Seller has previously directed otherwise in writing; and disclosing all known facts that materially affect the value of residential real property and are not readily observable.
Seller acknowledges receipt of this Single Agent Notice before or at execution of this Agreement.
Seller initials - Single Agent Notice

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☐ TRANSACTION BROKER - Seller receives limited representation, not fiduciary representation

TRANSACTION BROKER NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS TRANSACTION BROKERS DISCLOSE TO BUYERS AND SELLERS THEIR ROLE AND DUTIES IN PROVIDING A LIMITED FORM OF REPRESENTATION.
As a transaction broker, Keyvora Realty LLC and its associates provide a limited form of representation that includes: dealing honestly and fairly; accounting for all funds; using skill, care, and diligence in the transaction; disclosing all known facts that materially affect the value of residential real property and are not readily observable; presenting all offers and counteroffers in a timely manner unless Seller has previously directed otherwise in writing; limited confidentiality, unless waived in writing by a party, which prevents disclosure that Seller will accept a price less than the asking or listed price, that buyer will pay a price greater than the submitted offer, the motivation of any party for selling or buying, that Seller or buyer will agree to financing terms other than those offered, or other information requested by a party to remain confidential; and any additional duties mutually agreed to with a party.
Seller acknowledges receipt of this Transaction Broker Notice before or at execution of this Agreement.
Seller initials - Transaction Broker Notice

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26. OPTIONAL FUTURE TRANSITION (SINGLE AGENT ONLY)

No transition from single agent to transaction broker is authorized by signing this listing agreement alone. If a transition becomes necessary, Broker must first provide the statutory transition disclosure and obtain Seller's separate written consent before the change occurs.
For transactions outside the statutory residential disclosure scope, the parties still intend the relationship selected above to apply to the extent lawful and appropriate.

27. ADDITIONAL TERMS

Additional terms (attach signed addendum if more space is needed)

28. ATTACHMENTS AND DISCLOSURES

- ☐ Legal description
- ☐ Seller property disclosure
- ☐ Lead-based paint disclosure
- ☐ HOA/condominium documents
- ☐ Flood disclosure/addendum
- ☐ Wire-fraud notice
- ☐ Photograph/media authorization
- ☐ Other addendum listed below

Other attachment(s)

29. ACKNOWLEDGMENTS AND SIGNATURES

Seller confirms that Seller has read and understands this Agreement, all blanks were completed or marked before signing, compensation and buyer-broker compensation are negotiable, no result is guaranteed, and Seller received or will receive a legible, signed, true and correct copy. Seller authorizes Broker to perform the selected services and accepts the selected brokerage relationship.

SELLER 1

Signature / typed electronic signature | Date | Time

Printed name

SELLER 2

Signature / typed electronic signature | Date | Time

Printed name

KEYVORA REALTY LLC - Authorized Broker/Associate

Signature / typed electronic signature | Date | Time

Printed name and title

Brokerage address

Brokerage phone / email

Copy delivery: Broker will provide Seller a legible, signed, true and correct copy within 24 hours after obtaining the signed Agreement.

This worksheet supports accurate marketing and transaction coordination. It is incorporated only to the extent completed and signed or initialed by Seller.

PROPERTY SYSTEMS AND IMPROVEMENTS

Year built / approximate heated square feet

Roof type and age

HVAC type and age

Water heater type and age

Water / sewer / septic details

Major improvements, dates, permits and warranties

ACCESS AND CONTACTS

Gate / alarm / lockbox / showing instructions

Association / manager contact

Current lender / loan contact (optional)

Preferred closing/title contact

KNOWN CLAIMS, NOTICES AND DOCUMENTS

Insurance claims, open claims, notices, citations, litigation, probate or bankruptcy

Documents Seller will provide

Seller forwarding address after closing (if known)