

## Exclusive Right of Sale Listing Agreement For Commercial Property

**This is a legal and binding contract on all parties hereto, including their heirs, legal representatives, successors and assigns and if it is not fully understood, OWNER should seek competent legal advice.**

1 1. This contract made and entered into by and between:  
 2\* Ihssan Benhida NA ("OWNER" which term shall include singular and plural)  
 3\* and Westpark Realty of Broward Inc/Million And Up Realty ("BROKER")  
 4\* OWNER hereby gives BROKER for a period of time commencing the 16 day of July 2020, and terminating the  
 5\* 16 day of September 2020, or any renewal hereof ("Termination Date") THE EXCLUSIVE RIGHT AND AUTHORITY to  
 6 find a purchaser of the real property and/or inventory or assets, arrange a merger, lease, lease with option to purchase, rent or  
 7 exchange for the herein described property and personalty described in Paragraph 1(A). Upon full execution of a contract for sale  
 8 and purchase of the Property, all rights and obligations of the Agreement will automatically extend through the date of the actual  
 9 closing of the sales contract.

10 A. Description of real property:  
 11\* Street address: 2 lots Turnpike Feeder Rd Fort Pierce FL 34951

12\* Legal Description:  
 13 PARKWAY PLAZA PLAT NO. 2- TRACT B-1 (1.041 AC - 45,346 SF)\*1312-704-0001-000-9  
 14 LAKEWOOD PARK-UNIT 12-A- BLK 169LOTS 9 AND 10 (MAP 13/12S - 31,200 SF)\*1301-615-0051-000-7  
 15  
 16




17\* B. Description of personal property (including machinery, inventory, supplies and equipment): Upon the following price and  
 18 terms:  
 19  
 20  
 21  
 22

23\* Price: \$ 340,000.00  
 24\* Terms: (include special financing terms here)  
 25

26\* C. Mortgage Information: existing mortgage with \$ \_\_\_\_\_ Balance; \_\_\_\_\_ %, Payable \$ \_\_\_\_\_, Per Month  
 27\* P.I. \$ \_\_\_\_\_ Approximately \_\_\_\_\_ years to run.

28 D. Interest on encumbrances, taxes, insurance premiums and rents shall be adjusted pro rata at the date of closing.  
 29 Improvement liens, if any, will be discharged by the OWNER. The usual and customary time to be allowed for examination of  
 30 title and closing of the transaction. Personal property to be included in the purchase price shall include all fixed equipment, and  
 31 plants and shrubbery now installed on said property. It is understood that the sale is to include:  the goodwill and name as a  
 32 going concern;  furniture, fixtures and equipment as per attached inventory;  advertising; contract rights;  leases;   
 33 licenses;  rights under any agreement for interests except as stated herein. **SELLER** shall convey title to personal property  
 34 assets by Bill of Sale Absolute giving good marketable title unless the sale is a secured transaction, in which case a Security  
 35 agreement will be required by the purchaser. The OWNER agrees at its expense to provide (a) preparation of and delivery to  
 36\* the Purchaser of a warranty deed or other deed conveying a marketable title free and clear of all liens except  
 37 encumbrances of record assumed by the Purchaser as part of the purchase price (public utility easements); (b) abstract of title  
 38 or binder for marketable title insurance policy; (c) documentary stamps for the deed; (d) **SELLER's** attorney fees; (e)  
 39 recording fee for satisfaction of existing mortgage is paid off.

40 2. **BROKER agrees:**  
 41 A. To process Property through Multiple Listing Services.  
 42 B. To inspect and become familiar with the Property and promote its sale;  
 43 C. To present all offers and counter-offers in a timely manner regardless of whether the Property is subject to a contract for  
 44 sale;  
 45 D. To advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in  
 46 2(d)(i) or 2(d)(ii) below.

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47 (SELLER opt-out)(Check one if applicable)  
 48\*  (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the  
 49 Internet.  
 50\*  (ii) SELLER does not authorize Broker to display the Property on the Internet.  
 51 SELLER understands and acknowledges that if SELLER selects option (ii), consumers who conduct searches for  
 52 listings on the Internet will not see information about the listed property in response to their search.  
 53\* BJ / \_\_\_\_\_ Initials of SELLER.

54 E. Virtual Office Websites: Some real estate brokerages offer real estate brokerage services online. These websites are  
 55 referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a  
 56 property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Website  
 57 may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless  
 58 limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.

59\*  SELLER does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be  
 60 displayed in immediate conjunction with the listing of this Property.

61\*  SELLER does not authorize third parties to write comments or reviews about the listing of the Property (or display a  
 62 hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

63 F. To the extent not in conflict with BROKER'S duties under paragraph 6 below, to furnish information requested by another  
 64 agent or licensed real estate broker and to assist cooperating broker in closing transaction on the Property when requested.

65 G. To take all reasonable precautions to prevent damage in the process of showing Property or permitting others to show  
 66 Property, but BROKER accepts no responsibility for loss or damage; and

67\* H. To  utilize  not utilize the name of the OWNER in connection with marketing or advertising of the Property either  
 68 before or after sale;

69 I. To represent the OWNER, and thereby is authorized to accept, receipt for and hold all monies paid or deposited as a  
 70 binder or deposit on the purchase of the Property, and the duties of the BROKER relative thereto shall be in accordance with  
 71 the laws of the State of Florida and regulations of the Florida Real Estate Commission; and

72 **3. OWNER agrees:**

73 A. To pay the BROKER compensation in accordance with the terms of this Agreement set forth in paragraph 4 below;

74 B. To give BROKER permission to pay cooperating brokers, except when not in OWNER'S best interest:  and to offer  
 75\* compensation in the amount of 5 % of the purchase price or \$ \_\_\_\_\_ to BUYER's agents, who  
 76\* represent the interest of the BUYERS, and not the interest of OWNER in a transaction;  and to offer compensation in the  
 77\* amount of 1 % of the purchase price or \$ \_\_\_\_\_ to a broker who has no brokerage relationship with  
 78\* the BUYER or OWNER;  and to offer compensation in the amount of \_\_\_\_\_ % of the purchase price or  
 79\* \$ \_\_\_\_\_ to transaction brokers for the BUYER;  None of the above (if this is checked, the Property cannot be  
 80 placed in the MLS.)

81 C. In the event of an exchange, to permit BROKER to represent all parties and collect compensation or commissions from  
 82 them. BROKER is authorized to pay other brokers such compensation or commissions in any manner acceptable to brokers.

83 D. To pay compensation due BROKER if Property, or any interests therein is sold, leased or contracted to be sold or leased  
 84\* or otherwise transferred within \_\_\_\_\_ days after Termination Date to anyone to whom the Property was submitted by or  
 85 through the efforts of any BROKER or the OWNER before the Termination Date. However, the obligation to pay such  
 86 compensation to BROKER shall cease if a bona fide Exclusive Right of Sale Contract is entered into after Termination Date  
 87 with another licensed BROKER and a sale, lease, exchange or contract therefor, of the Property is made during the term  
 88 thereof;

89 E. To notify the BROKER in writing before leasing, mortgaging or otherwise encumbering the Property and to provide  
 90 details of any such encumbrances;

91 F. To refer immediately to BROKER all inquiries relative to the purchase or leasing of the Property.

92 G. To warrant accuracy of information set forth herein and on the data sheets, exhibits and addenda attached hereto and to  
 93 indemnify and save harmless BROKER and those relying thereon for damages resulting from errors contained therein;

94 H. To furnish BROKER with keys to the Property and make the Property available for BROKER to show during reasonable  
 95 hours;

96 I. To pay any applicable sales tax when due;

97 J. To obtain any information relating to the present mortgage or mortgages on the Property including existing balance,  
 98 interest rate, monthly payment, balance in escrow and payoff amount;

99 K. To authorize BROKER to place "For Sale", "Under Contract" OR "Sale Pending" signs upon the Property and to remove  
 100 the signs upon termination of this Agreement or sale of the Property; and

101 L. To otherwise cooperate with the BROKER in carrying out the purpose of this Contract.

102 M. Provide all reasonable financial information, including but not limited to balance sheet, etc.

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103 4. **Compensation:** OWNER agrees to pay BROKER as follows, including paying all taxes, if any, on BROKER'S services, if  
104 BROKER, any agent of BROKER or a **BUYER's** Broker procures a **BUYER** who is ready, willing, and able to purchase, lease,  
105 or exchange the property, and/or inventory of the OWNER, and/or assets of the business whichever is applicable, on the terms  
106 of this Contract or any other terms acceptable to OWNER. The stated compensation shall be paid to the BROKER in the event  
107 of a sale, exchange, or transfer of any interest including stocks or shares in the Property during the term of this contract,  
108 whether such transaction, sale or exchange be accomplished by the BROKER or any other person or entity including  
109 OWNER: (complete whichever fee arrangements apply):

110\* A. (CHECK ONE):  10 % of gross sales price, or  \_\_\_\_\_% of gross sales price plus \$ \_\_\_\_\_, or  
111\*  \$ \_\_\_\_\_ including fees BROKER may pay to cooperating brokers. OWNER shall pay this fee at the time, and  
112 from the proceeds, of closing. If OWNER transfers the Property for nominal consideration, OWNER shall pay  
113\* \$ \_\_\_\_\_ on the date OWNER transfers title.

114 B. In the event the Property is leased during the term of this Agreement, OWNER shall pay to BROKER a leasing fee of  
115\* \$ \_\_\_\_\_ or \_\_\_\_\_% of gross lease amounts. The fee shall be paid to BROKER when BROKER, OWNER or  
116 anyone working by or through BROKER produces a tenant acceptable to OWNER. If the tenant purchases the Property at any  
117 time, even if such a purchase is subsequent to the expiration date of this Agreement, BROKER shall be paid the stated  
118 compensation set forth in Paragraph 4A at the time of closing.

119\* C. In the event that deposit(s) be retained, \_\_\_\_\_ % (50% if left blank) thereof, but not exceeding the compensation  
120 provided above, shall be paid to the BROKER as full consideration for BROKER(s) services, including costs expended by  
121 BROKER, and the balance shall be paid to OWNER. If the transaction shall not be closed because of refusal or failure of  
122 OWNER to perform, the OWNER shall pay the said compensation in full to BROKER upon demand.

123 5. **OWNER understands** that this Contract does not guarantee the sale of the Property but that it does assure OWNER  
124 that BROKER will make earnest and continued effort to sell the Property until this Contract is terminated.

125\* 6. (CHECK ONE) OWNER  DESIRES  DOES NOT DESIRE UTILIZATION OF A LOCKBOX SYSTEM. IN THIS REGARD,  
126 OWNER HAS BEEN INFORMED THAT THROUGH THE USE OF A LOCKBOX SYSTEM, THE PROPERTY MAY BE MORE  
127 READILY SHOWN TO PROSPECTIVE BUYERS, BUT THAT PERSONAL PROPERTY OF OWNER, MAY, THEREFORE, BE  
128 MORE SUSCEPTIBLE TO THEFT OR DAMAGE. OWNER AGREES THAT THE LOCKBOX, IF UTILIZED, WILL BE FOR THE  
129 BENEFIT OF OWNER AND RELEASES BROKER AND THOSE WORKING BY OR THROUGH BROKER, AND THE  
130 BROKER(S) LOCAL BOARD(S) AND/OR ASSOCIATIONS OF REALTORS FROM ANY LIABILITY AND RESPONSIBILITY IN  
131 CONNECTION WITH ANY LOSS THAT MAY OCCUR. THE BROKER ADVISES AND REQUESTS THE OWNER TO  
132 SAFEGUARD OR REMOVE ANY VALUABLES NOW LOCATED ON THE PROPERTY AND TO VERIFY THE EXISTENCE OF  
133 OR OBTAIN PROPER PROPERTY INSURANCE. SHOULD A TENANT BE IN THE PROPERTY, THE SELLER SHOULD  
134 NOTIFY THE TENANT IN WRITING OF THE USE OF A LOCKBOX.

135 7. **OWNER authorizes BROKER**, upon execution of a contract for sale and purchase, to notify the Multiple Listing Service of the  
136 pending sale and after closing of the sale to disclose sale information including the sales price to the Multiple Listing Service, other  
137 REALTORS and appraisers.

138 8. In the event any litigation arises out of this Contract, the prevailing party shall be entitled to recover reasonable attorney fees  
139 and costs.

140 9. **TERMINATION:** This Contract shall terminate as of the Termination date unless sooner terminated as provided below:

141 A. If OWNER decides, because of a bona fide change in circumstances, not to sell the Property, this Contract shall be  
142 conditionally terminated as of the date OWNER executes a Withdrawal Agreement and pays BROKER a cancellation fee of  
143\* \$ 500.00 . If OWNER contracts for sale to anyone after the agreed early termination date but on or before the  
144 original Termination Date, then the early termination provided by this paragraph shall be voidable by BROKER and OWNER  
145 shall pay BROKER the compensation stated in paragraph 4, less the cancellation fee paid pursuant to this paragraph.

146 B. If at any time during the term of this Contract, BROKER determines that the proceeds from the sale of the Property which  
147 OWNER would reasonably expect to receive will not be sufficient to pay the compensation due BROKER, then this Contract  
148 may be terminated by BROKER upon three days written notice to OWNER.

149 10. **MANDATORY ARBITRATION: ATTORNEYS' FEES:** All claims, disputes, and other matters in question between the parties  
150 arising out of or relating to this Contract, or any addendum or addition, SHALL BE DECIDED BY MANDATORY BINDING  
151 ARBITRATION in accordance with the Florida Arbitration Code, Chapter 682, Florida Statutes . Each party shall select any  
152 arbitrator and the two arbitrators so chosen shall choose a third arbitrator. The three arbitrators so chosen shall hear and determine  
153 the matter. THIS AGREEMENT TO ARBITRATE SHALL BE SPECIFICALLY ENFORCEABLE UNDER THE FLORIDA  
154 ARBITRATION CODE, and judgment upon the award rendered by the ARBITRATORS may be entered by the Court having  
155 jurisdiction thereof. In connection with any such arbitration or litigation, the prevailing party shall be entitled to recover all fees and  
156 costs incurred including reasonable attorneys' fees. OWNER has been advised and consents to permit BROKER to file a lien

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