



AN INTERVAL OWNERSHIP VACATION RESORT

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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, SEAGULL BEACH CLUB 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 estate property and are not readily observable to the buyer
5. Presenting all offers and counter offers 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 listing price
 - That the buyer will pay a price greater than the price submitted in a written offer
 - Of pertaining to the motivation of any party for selling or buying property
 - That a seller or buyer will agree to financing terms other than those offered
 - Of any other information requested by a party to remain confidential
 - Of 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.

Date

Signature

Signature

AGREEMENT FOR TRANSACTIONAL SERVICES

PURPOSE OF THIS AGREEMENT: Seagull Condominium Association, Inc. a licensed Florida Real Estate Brokerage, (the brokerage) agrees to assist the owner in the sale of the interval unit week(s) listed below. This assistance shall consist of those actions outlined in the Transaction Broker Notice enclosed as page 1 and made a part of this agreement. The broker shall facilitate a transaction between the owner and a buyer without representing either party as an agent. The broker has no fiduciary duty to either party except the duties of accounting, escrow services, and the use of skill, care, and diligence. Additionally, the brokerage is required to treat the owner and the buyer with honesty and fairness and shall disclose all known facts materially affecting the value of the property to the seller and buyer in a time share, interval week transaction.

I. OBLIGATION OF THE OWNER(S): Each owner placing his/her property into the sale inventory of the brokerage shall:

- A. Agree to pay the brokerage a fee of \$250.00 at closing of the transaction. This fee shall constitute full and complete payment for all transaction services performed by the brokerage on behalf of the owner. These include, but are not limited to, the following:
 1. Receive buyers as customers and inform them of the properties for sale at the brokerage
 2. Present all offer regardless of its content
 3. Handle all funds and accounting during the transaction, deposit funds into our escrow account
 4. Verify all data presented by the owner and funds presented by the buyer
 5. Prepare all documentation for both parties of the transaction
- B. Agree to pay all annual maintenance fees, reserve fees, and property ad valorem taxes due for the current year during the term of this agreement (one year) as stated below.
- C. Agree during this period, owners shall have full and complete use of their interval unit week during its use period to include exchanging it with an exchange company. If an offer is accepted, usage is transferred to the buyer and maintenance fees shall not be reimbursed unless otherwise negotiated in writing
- D. Agree to provide Seagull Condominium Association, as the closing agent, the correct taxpayer identification number
- E. Agree that the price listed in this agreement shall represent top asking price of the property. It is understood that Florida Law absolutely requires each offer by a buyer to be immediately transmitted to the owner, regardless of price.
- F. Agree that unit(s) listed shall be at the price stated on the attached page 3, however, if a lower price is requested by the unit owner, the term "OBO" shall be placed at the end of that price. This price shall remain confidential and not disclosed to any prospective buyers.
- G. If unit(s) listed are banked with an exchange company such as Interval International, the owner shall notify Seagull's Broker immediately so the proper notations can be made within the file.

II. OBLIGATIONS OF SEAGULL CONDOMINIUM ASSOCIATION, INC.

BROKERAGE (THE BROKERAGE): The Brokerage is obligated to provide prospective buyers with all necessary information required by Florida Statutes (Chapter 475, 718, and 721 with implementing rules.)

- A. Receive, construct, and present all offers to the owner(s) from the buyer(s)
- B. Receive and deposit all monies received into escrow until termination (closing) of the transaction
- C. Prepare all documents necessary to complete and record the transaction at the Brevard County Courthouse.
- D. After recording, proceeds of the sale shall be disbursed and the recorded deed transferred to the new owners.

THE FOLLOWING PROPERTIES ARE AUTHORIZED FOR SALE AT THE PRICE(S) INDICATED IN EXHIBIT II, FOR A PERIOD OF ONE YEAR FROM THE DATE BELOW. I (WE) UNDERSTAND THAT IF, SUBSEQUENT TO THIS AGREEMENT AND DURING ITS' TERM I(WE) THE OWNERS OBTAIN A BUYER, AND REACH A SATISFACTORY AGREEMENT AS TO PURCHASE PRICE, THEN THE BROKER AGREES TO RELEASE THE LISTING AND PREPARE THE NECESSARY DOCUMENTS REQUIRED FOR TRANSFER OF TITLE FOR THE FEE OF \$180.00 PAYABLE TO SEAGULL BEACH CLUB BROKERAGE.

WEEK ____ UNIT ____ FOR A PRICE OF \$ ____ OBO ____ INITIAL

WEEK ____ UNIT ____ FOR A PRICE OF \$ ____ OBO ____ INITIAL

WEEK ____ UNIT ____ FOR A PRICE OF \$ ____ OBO ____ INITIAL

**THERE IS NO GUARANTEE THAT YOUR TIME SHARE INTERVAL UNIT CAN BE SOLD AT ANY PARTICULAR PRICE OR
WITHIN ANY PARTICULAR AMOUNT OF TIME**

OWNER SIGN: _____ DATE: _____

OWNER PRINT: _____

OWNER SIGN: _____ DATE: _____

OWNER PRINT: _____

BROKER:  DATE: 1/1/26

WEEK	1 BEDROOM	2 BEDROOM	WEEK	1 BEDROOM	2 BEDROOM
1	\$4,250	\$5,550	27	\$4,250	\$5,550
2	\$4,250	\$5,550	28	\$4,250	\$5,550
3	\$4,250	\$5,550	29	\$4,250	\$5,550
4	\$4,250	\$5,550	30	\$4,250	\$5,550
5	\$4,250	\$5,550	31	\$4,250	\$5,550
6	\$4,250	\$5,550	32	\$4,250	\$5,550
7	\$4,250	\$5,550	33	\$3,750	\$4,750
8	\$4,250	\$5,550	34	\$3,750	\$4,750
9	\$4,250	\$5,550	35	\$2,800	\$4,250
10	\$4,250	\$5,550	36	\$2,800	\$4,250
11	\$4,250	\$5,550	37	\$2,800	\$4,250
12	\$4,250	\$5,550	38	MAINT	MAINT
13	\$4,250	\$5,550	39	\$2,800	\$4,250
14	\$4,250	\$5,550	40	\$2,800	\$4,250
15	\$4,250	\$5,550	41	\$2,800	\$4,250
16	\$3,750	\$4,750	42	\$2,800	\$4,250
17	\$3,750	\$4,750	43	\$2,800	\$4,250
18	\$3,750	\$4,750	44	\$2,800	\$4,250
19	\$3,750	\$4,750	45	\$2,800	\$4,250
20	\$3,750	\$4,750	46	\$2,800	\$4,250
21	\$3,750	\$4,750	47	\$2,800	\$4,250
22	\$3,750	\$4,750	48	\$2,800	\$4,250
23	\$4,250	\$5,550	49	\$2,800	\$4,250
24	\$4,250	\$5,550	50	\$2,800	\$4,250
25	\$4,250	\$5,550	51	\$4,250	\$5,550
26	\$4,250	\$5,550	52	\$4,250	\$5,550

W-9

Form
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
2 Business name/disregarded entity name, if different from above						
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.						
<input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ► _____						
5 Address (number, street, and apt. or suite no) See instructions.				Requester's name and address (optional)		
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number						
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
OR						
Employer identification number						
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►
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Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.*