

LIGHTHOUSE COVE RESALES, LLC  
MICHAEL SLATE, LICENSED REAL ESTATE BROKER  
LIGHTHOUSE COVE RESORT  
1406 N. OCEAN BLVD., POMPANO BEACH, FLORIDA 33062  
PH. 954-941-3410 CELL: 561-251-7834 E-MAIL: SLATEPOSSE@GMAIL.COM

**EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT**

I hereby give Jewels of Wisdom, Inc., the exclusive right to sell the following properties, subject to the following conditions listed below.

Condo No.	Unit No. (s)	Week(s)	Size Apt.	Asking Price
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

I have \_\_\_\_\_ have not \_\_\_\_\_ R.C.I. banked this year. I have \_\_\_\_\_ have not \_\_\_\_\_ put my unit up for rent this year. Year Unit Available \_\_\_\_\_

- 1.) Exclusivity-As an exclusive right to sell listing agreement, the Broker named herein will have the sole right to sell the listed property and thereby earn a real estate commission. Unit owner agrees not to list for sale any property indicated above with any other Broker, Agency or Company. Listing the above properties with another agency may result in double commission charged to the listing unit owner.
- 2.) Commission-Unit owner agrees to pay a Real Estate commission of 18% of the total purchase price (with a minimum commission of \$500.00 PLUS a \$50.00 closing fee to the title company and if needed recording fees in connection with clearing their title; such as recording a death certificate ;probate; trust agreements, etc., and all mailing fees upon the Broker successfully selling the above listed property within the terms of this agreement. In addition, the Real Estate commission will be due the Broker if: (a) The listed property is DISPOSED OF IN ANY MANNER (TRANSFERRED, SOLD OR TRADED, ETC.) BY THE UNIT OWNER OR ANYONE ELSE during the term of this agreement. (b) The listed property is DISPOSED OF IN ANY MANNER (TRANSFERRED, SOLD OR TRADED, ETC.) WITHIN 12 months after the termination or expiration of this agreement to any prospect whose name has been disclosed to the unit owner, where the Broker generally would be considered to be the "procuring cause" of a sale. Procuring cause may be defined as merely introducing a client to the availability, price, terms, etc., of a unit owner's week and does not necessarily require showing of the listed property.
- 3.) Term-The term of this agreement is for one year from the date of this contract. The term may be only extended for another year by sending a signed, written request to the Broker requesting such an extension and by properly filling out a new listing agreement and sending it to Jewels Of Wisdom, Inc.
- 4.) Cancellation-This agreement may be cancelled at any time, without penalty, other than the applicable terms of Sections 1 and 2 above, by giving a 30 day, written notice to the Broker. The Broker also reserves the right to cancel this agreement at any time without penalty.
- 5.) Guarantee-The Broker does not guarantee that your timeshare period can be sold at any particular price or within any particular period of time. Broker does, however, guarantee to make an earnest and continued effort to sell the listed property until this contract is terminated.
- 6.) Warrantee-Unit owner warrants that there are no liens or encumbrances on the listed property whatsoever. Should it be discovered that there is such a lien, unit owner agrees to pay all expenses necessary to remove same from listed property. In addition, unit owner warrants that there are no outstanding judgments against unit owner and if there are, agrees to such sums being deducted at closing from the title company's escrow account and charged to the unit owner. Unit owner agrees to provide a set of Condominium Documents to the escrow agent prior to closing or pay \$25.00 for a replacement set, if necessary. Should unit owner fail or refuse to cure, remove or settle any existing lien, judgment or encumbrance, after being notified of same, unit owner shall owe broker the negotiated commission.
- 7.) Deposits-All monies received as payment towards a purchase will be given to a title company of the Broker's choice to be deposited into a non -interest bearing escrow account.
- 8.) Closing-All closing matters and disbursement of funds will be done by an independent title insurance company. Closing costs, Title Insurance and Search Fees will be paid by the Buyer unless negotiated otherwise. Taxes and Maintenance Fees for current year will be paid by whoever has use of the unit week that year, unless negotiated otherwise. Closing will take place approximately 2 weeks or less after the purchase agreement is executed, unless the mutually agreed terms of the purchase agreement require an extension of closing. Proceeds from the sale will be paid to the owner, if applicable, after costs are subtracted.
- 9.) Property-Unit owner agrees that the responsibility for the care and custody of the property shall not be the Broker's responsibility and Broker shall not be liable to unit owner for any damages which may occur to the property other than damages which are caused by the Broker or Broker's employees or agents.
- 10.) Litigation-Unit owner agrees to pay all collection costs, expense, attorney's fees, etc., incurred in recovering commission due the Broker, including any lawsuit and appeals necessary. Any litigation will take place in Broward County, Florida.
- 11.) Discretion-Broker is given authority to use discretion in presenting offers. All reasonable offers will be presented. However, any offer deemed unreasonable by the Broker in relation to the unit owner's stated expectations does not have to be presented.
- 12.) Marketing Program- Unit Owner acknowledges the fact that timeshare resales are marketed via methods that vary greatly with traditional real estate marketing. Broker MAY enter into agreements with outside marketing companies that could potentially increase the number of prospects realized by the Broker and therefore result in a higher number of sales. Accordingly, with such programs, timeshare resale prospects MAY be asked to attend an outside presentation PRIOR TO being offered Unit Owner's week(s) for sale. This method should specifically be identified as one of the Broker's best effort to sell Unit Owner's property and to fulfill Broker's fiduciary to the Unit Owner.
- 13.) Hold Harmless- The unit owner agrees to indemnify and hold the Broker harmless and those relying thereon from damages resulting from the inaccuracy of this information and from the unit owner's failure to disclose any facts materially affecting the value of the property.

- 14.) Notice-It shall be the responsibility of the Seller to notify Broker of any change in ownership or status prior to expiration of this agreement. Upon consummation of sale, the title company shall provide the managing entity of Lighthouse Cove with a recorded copy of the new deed (change of ownership).
- 15.) This listing agreement for the sale of property has no rental rights or obligations attributed to the Broker.
- 16.) Receipt-I acknowledged that I have received a copy of this listing agreement and that I fully understand and agree to all of the terms and conditions contained here. If you have received the listing agreement through the mail, please make and keep a signed copy for your records.
- 17.) Binding-I agree that this agreement constitutes the sum of all of the agreed to and that such terms are binding on all heirs, assigns and successors and cannot be altered unless agreed to in writing by both parties.
- 18.) FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO ALL POTENTIAL SELLERS AND BUYERS OF REAL ESTATE.

YOU SHOULD NOT ASSUME THAT ANY REAL ESTATE BROKER OR SALESPERSON REPRESENTS YOU UNLESS YOU AGREE TO ENGAGE A REAL ESTATE LICENSEE IN AN AUTHORIZED BROKERAGE RELATIONSHIP, EITHER AS A SINGLE AGENT OR AS A TRANSACTION BROKER. YOU ARE ADVISED NOT TO DISCLOSE ANY INFORMATION YOU WARE TO BE HELD IN CONFIDENCE UNTIL YOU MAKE A DECISION ON 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 LIMITED FORM OF REPRESENTATION.

AS A TRANSACTION BROKER, LIGHTHOUSE COVE RESALES, LLC., (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 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 listed price, that the Buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential and
- 7.) Any additional duties that are entered into by this or by separate written agreement.

LIMITED REPRESENTATION MEANS THAT A BUYER AND SELLER ARE NOT RESPONSIBLE FOR THE ACTS OF THE LICENSEE. ADDITIONALLY, PARTIES ARE GIVING UP THE 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 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.

**THERE IS NO GUARANTEE THAT YOUR TIME SHARE PERIOD CAN BE SOLD AT ANY PARTICULAR PRICE OR WITHIN ANY PARTICULAR PERIOD OF TIME.**

I hereby agree to terms of Exclusive Right To Sell Listing Agreement and understand the Transaction Broker Notice

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_.

TERMINATION DATE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
Listing Unit Owner Signature

\_\_\_\_\_  
Street Number

\_\_\_\_\_  
Listing Unit owner PRINTED NAME

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Email address

\_\_\_\_\_  
MICHAEL SLATE-BROKER FOR LIGHTHOUSE COVE RESALES, LLC