



Residential Exclusive Agency Listing Agreement

1. This Residential Exclusive Agency Listing Agreement: (“Agreement”) is entered into this ___ day of _____, 200___ (“Effective Date”), by and between, Sharper Image Realty, Inc. (“Company”) and _____ (print), the Owner(s) (“Owner”), for professional listing services provided by Company with respect to the sale of the following real property (“Property”) having the street address of: _____

Legal Description : _____

2. Personal Property Included in The Sale: All fixed equipment; all window screens, treatments and hardware; all floor coverings; attached wall treatments and attached lighting fixtures as now installed on the Property; Condominium Documents; Home-Owner’s Association Documents; Rules and Regulations, keys and access devices. Also, included in the sale of the Property are these checked items: ___ Range ___ Refrigerator, ___ Oven, ___ Disposal, ___ Dishwasher ___ Microwave, ___ Trash Compactor, ___ Washer, ___ Dryer, ___ Security System ___ Pool, ___ Cleaning Equipment. Additional personal property included: _____.

2.1 Personnel and Leased Property Excluded From the Sale: Excluded from the sale of the Property are the following personal and/or leased items (if any): _____.

3. Commission and Services: In consideration of the Company advertising the Property through the Multiple Listing Service (“MLS”) and the Internet, furnishing to the MLS and the Internet notice of any changes of information, furnishing appropriate information requested by other Brokers, assisting other Brokers in preparing a sales contract and closing the transaction, and making an earnest and continued effort to sell the property until this contract expires or is terminated, Owner agrees to pay the Company, at the time of the closing of the Sale, a **commission in the amount of** _____% of \$_____.00 (**the listing price determined by Owner**) or a sales price accepted by Owner, for Company’s services in finding a purchaser who is ready, willing and able to purchase the Property. If the purchaser is provided by some other Broker, Owner will have no obligation to pay any compensation to such other Broker. Company agrees to pay such **other Broker** _____% of the sales price. In addition, the Company will negotiate all sales contracts presented by other Brokers, will consult with Owner on the showing of Owners property, will provide and install a professional “FOR SALE” yard sign, and provide a professional MLS photographer to photograph Owners property. If the Company provides a Buyer to the Owner, and Owner sells the Property to the provided Buyer, Owner shall pay a sales commission to Company of 2.0% of the gross sales price. **If the Owner procures a Buyer and sells the Property through Owners own efforts, and without any involvement of the Company or some other Broker, no sales commission will be due to Company or other Broker.**

3.1. Terms and Notice: Buyer may pay cash or obtain mortgage financing pursuant to the terms of a contract for sale and purchase. If Owner procures a Buyer and sells the Property through Owner’s own efforts, without any involvement of a Broker, Owner agrees to deliver notification to Company, by fax or mail, within twenty-four (24) hours after Owner and Buyer have signed a contract for sale of the Property; so that Company can update the MLS. The failure to do so will result in a \$100.00 fine to the Company by the MLS, which Company shall charge directly to the Owner.

4. Representations and Disclaimer: Owner acknowledges and agrees that Company is only obligated to provide professional services as stated herein. Company does not guarantee the sale of the Property under this Agreement. Owner further agrees that under the Fair Housing Act, Owner may not ask or expect the sale of Owner’s property to be restricted according to race, color, creed, religion, sex, handicap, familial status, age or national origin. The person(s) signing this Agreement warrants and represents that he/she is properly authorized to enter into this Agreement. If a purchaser for the Property is secured,

the usual and customary practice for the title examination, curing the title, and for closing the transaction shall apply. Owner agrees to deliver marketable title at closing.

4.1. For Sale Sign: During the term of this Agreement, Owner agrees not to display any other sign or any Owner's advertising material on the Property promoting and/or marketing the sale of the Property other than the designated "For Sale" sign provided by Company, at the option of Owner and where permissible; unless otherwise agreed to in writing by Company.

4.2. Indemnification: Owner agrees to indemnify, hold harmless and release the Company, its employees and agents, from and against any and all claims for loss and/or damage that Owner, or any third party, has in connection with this Agreement.

5. Disclosure of Known Defects: Owner acknowledges and represents that there are no known facts materially affecting the value or desirability of the Property, including but not limited to any violation of any local government code. Whether or not said facts are readily observable, the Owner is under a duty to disclose said facts to the Buyer and to Company. Owner has fully reviewed this Agreement and warrants the accuracy of all information. Owner agrees to indemnify and to save and hold harmless the Company and those relying on information contained in this Agreement for and against damages resulting from any inaccuracy and/or the Owner's failure to disclose any information. Owner has not disclosed to Company any defects except as set forth herein. LIST DEFECTS, DISCLOSURES, ADDITIONAL PROVISIONS, ETC: (If none, so state)

6. Attorney's Fees and Venue: Owner and Company agree that any litigation arising under or relating to this Agreement shall be governed by the laws of the State of Florida and brought only in Broward County, Florida. The prevailing party shall be entitled to recover their reasonable attorney's fees and all costs incurred at the trial and appellate levels, including any bankruptcy proceedings, in connection with any such litigation. Owner further agrees that in the event an award is entered against Company pursuant to a finding by the Realtor's arbitration board, or any court having competent jurisdiction, that Company owes a sales commission to any Broker who makes a claim for a commission as a procuring Broker with respect to the sale of the Property, Owner shall indemnify and hold Company harmless therefrom, and shall pay to Company the amount of the award within ten (10) days thereafter.

7. Termination Policy: This Agreement shall be binding upon the Company and Owner for a period of nine months from the Effective Date hereof. **Owner may cancel this Agreement, without penalty, at any time prior to the Property being sold through a Broker** by giving written notice to Company via U.S. mail to: Sharper Image Realty, Inc., 1057 Hillsboro Mile #812 Hillsboro Beach, Florida, 33062; or by fax to Company at 561-347-6611. A signature transmitted by facsimile shall be deemed to be binding upon the Company and Owner the same as an original signature. In the event Owner breaches any provision of this Agreement, Company shall be entitled to terminate this Agreement and remove the Property from the MLS and affiliated web sites. This Agreement shall be binding on all heirs, successors, assigns, and personal representatives of the Owner.

8. Protection Period: Owner agrees to pay the commission if the Property is Sold within 180 days after the expiration date, or any extension thereof, to anyone to whom Company or other Broker has introduced the Property prior to the expiration date, provided Owner has received notice in writing, including the names of the prospective purchasers, before or upon termination of this Contract or any extension thereof (written offers shall constitute notice).

Accepted by Owner:

Accepted by Company:

Owner: _____ **Date:** _____

Sharper Image Realty, Inc.

Owner: _____ **Date:** _____

By: _____ **Date:** _____

Eileen Gruher, President