

Exclusive Right to Sell Agreement:

This Exclusive Right to Sell Agreement is made on the first date below by and between:

- **Nicole Fishman Benoliel** herein thereafter referred to as “Broker” and
- **Rebecca Lopez** herein thereafter referred to as “Owner” representative.

1. OWNER’S AUTHORIZATION

- a) Owner grants to the Broker the Exclusive Right to Sell the property identified herein at a price and on the terms listed below or upon any other price, terms or exchange to which Owner may consent. Owner authorizes Broker to list the property on any and all available databases, real estate websites and website(s) of the Broker and/or affiliated parties and to cooperate with all other Buyer’s Brokers to secure a buyer as quickly as possible. Owner agrees to refer any and all inquiries about the property to the Broker.
- b) In order to facilitate the sale of the Listed Property, the Owner hereby grants to Broker a non-exclusive, royalty-free license to use, sublicense, publish, display, and reproduce any photographs, images, graphics, video recordings, virtual tours, drawings, diagrams, written descriptions, remarks, narratives, pricing information, and other copyrightable elements of or relating to the Listed Property provided by Owner to Broker. Owner represents and warrants to Broker that the Owner Listing Content, and the license granted to Broker for the Owner Listing Content, do not violate or infringe upon the rights, including any copyright rights, or any person or entity.
- c) Owner represents and warrants that he/she has received a copy of the “Disclosure Regarding Real Estate Agency Relationships.”

2. BROKER’S AUTHORITY

- a. Broker is licensed by New York State as a Licensed Real Estate Broker and will act as the specific agent of the Owner with respect to the negotiations of the sale of the property. Broker in consideration of this Exclusive Right to Sell Agreement, will develop an appropriate marketing approach for the sale of the property and utilize its best efforts to find a Purchaser for the listed premises. Broker may use the listing information and sale price and terms upon closing for Brokers Market Evaluation, Networking and Appraisal purposes, Marketing Purposes and for disclosing to other persons or entities as Broker may deem desirable.
- b. Broker’s firm represents both Owners and Buyers. This means that it is possible that a buyer the Broker represents will want to purchase (or lease) a property owned by the Owner the Broker represents. A real estate firm or agent may represent more than one party in the same transaction known as “Dual Agency”

only with the knowledge and informed consent of all parties for whom the agent acts. Owner acknowledges Broker may act as a "Dual Agent." In the event a Buyer Client is interested in Owner's property, Owner and Buyer will be promptly notified and mutual consent by both clients will be required before proceeding with such proposed transactions. If mutual consent is not obtained from all parties, where a buyer client selects the listed property, the listing will continue and the buyer client will be given the option to (I) select customer status as to the listed property, or (II) terminate the buyer agency agreement as to the listed property.

3. EXPLANATIONS

- a. EXPLANATION OF AN EXCLUSIVE RIGHT TO SELL LISTING: An "exclusive right to sell" listing means that if you, the owner of the property, find a buyer for your house, or if another broker finds a buyer, you must pay the agreed commission to the present broker.

4. PROPERTY:

- **ADDRESS:** 100 Jay Street #7K
- **LISTING PRICE:** \$949,000

5. TERMS OF AGREEMENT

- a. This Agreement shall begin upon execution of this Agreement. This Listing Agreement shall expire at 11:59 PM on January 31, 2026.
- b. EARLY TERMINATION – Owner agrees that if the Broker's authority is terminated prior to the expiration of its term, the Broker shall retain its contract rights to a commission and recovery of advertising expenses and any other damages incurred by reason of said early termination of this agreement.
- c. "SALE" INCLUDES – As used in this Agreement, the term "sale" shall include a sale, exchange or transfer of the Property, and also the granting of an option to purchase, sell or transfer the Property. Owner agrees that in the event such an option is granted, Owner shall pay Broker and, if applicable, a Cooperating Broker, a sales commission in accordance with the Schedule on the price paid for the option and for any extension thereof. This commission shall be paid upon receipt by Owner of any such payment(s). In the event such an option is exercised, whether during the term or thereafter, Owner shall also pay Broker and, if applicable, a Cooperating Broker a sales commission on the gross sale price of the Property in accordance with the Schedule. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof is applied to the sales price of the Property, then any commission previously paid

by Owner to Broker on account of such option payments shall be credited against the commission payable to Broker on account of the exercise of the option.

- d. **SALE OR EXCHANGE BY OWNER:** In the event of a sale or exchange of the Property, Owner shall obtain from the purchaser or assignee a signed Assumption Agreement in recordable form whereby such purchaser or assignee agrees to pay Broker and, if applicable, a Cooperating Broker all commissions payable hereunder and shall deliver a fully executed counterpart thereof to Broker on the date of closing of the sale of the Property or assignment of the Lease. Owner expressly agrees that Owner will not transfer, convey or sell the Property without first obtaining from the purchaser or assignee such signed Assumption Agreement. The form of such Assumption Agreement shall be furnished to the Broker at the time Owner enters into any contract for the sale of the Property or assignment of the Lease.

6. PROFESSIONAL SERVICE FEES (COMMISSIONS)

- a. **SALE OR EXCHANGE OF PROPERTY** – During the life of this contract, if any Agency/Brokerage including Broker (hereafter defined as “Cooperating Broker”) finds a buyer who is ready, able, and willing to buy said property at said price and terms, or any other price or terms to which Owner may agree, the Owner hereby agrees to pay a commission of:
 - i. 1.5% to Broker and 2% to Buyers Broker; or
 - ii. 2% to Broker if acting as Dual Agent.
- b. **PROTECTION PERIOD** – If within 90 days after the expiration of this agreement the property is sold or exchange to or with any person or party to whom the property was shown during the term of the listing, Owner agrees to pay Broker and, if applicable, a Cooperating Broker the commission set forth herein as if the Broker has made the sale or exchange.
- c. **EXPENSE REIMBURSEMENT** – In the event the property does not sell during the term of this agreement or any extension hereof or during the protection period set forth above, owner shall nonetheless be obligated to reimburse broker for marketing expenses in the amount of \$0.
- d. **WHEN PAYABLE** – If said property is sold, transferred or exchanged pursuant to this agreement, the compensation to be paid to the Broker, and in addition and if applicable, to a Cooperating Broker, as set forth herein shall be paid directly to the said parties and shall be deemed earned and be due and payable, without

demand, upon the Owner entering into an agreement, either written or oral, for the sale, exchange or transfer of the property. The payment is due upon the Owner receiving the funds by the Purchaser.

- f. **ESCROW** – If, for any reason, the Broker and, if applicable, a Cooperating Broker is not paid the compensation set forth herein on the due date, the Owner shall establish an escrow account with a party mutually agreeable to the Broker and Owner or, in the absence of mutual agreement, with the Owner's attorney, and shall place into said escrow account an amount equal to the compensation as set forth herein. These monies shall be held in escrow until the parties' rights to the escrow monies have been determined (I) by the written agreement of the parties, (II) by order of a court of competent jurisdiction, or (III) some other process to which the parties agree in writing. The payment is due upon the Owner receiving the funds by the Purchaser.

7. DISPUTE RESOLUTION

The parties agree that any dispute, arising prior to or after a closing, related to this Listing Agreement shall first be submitted to mediation through a mediation provider mutually agreed upon by the Owner and the Broker. If the parties cannot agree upon a mediation provider, the dispute shall be submitted to the American Arbitration Association. Each party agrees to bear its own costs of mediation. If mediation fails, the other remedies available under this Listing Agreement shall apply.

8. ATTORNEY FEES

Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Listing Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Broker, any litigation arises out of the Owner's employment of the Broker under this Listing Agreement (whether before or after a closing), the Owner agrees to indemnify the Broker and the Owner's Agent from all costs and attorney fees incurred by the Broker and/or the Owner's Agent in pursuing and/or defending such action.

9. LEGAL, PROFESSIONAL AND TECHNICAL ADVICE

The Owner acknowledges that the Broker is not qualified to and will not provide Owner with advice on legal matters, tax matters (including, but not limited to, non-recognition of gain or loss from exchanges pursuant to 26 USC section 1031), building inspections, public health, surveying, environmental, or other technical matters. The Owner also acknowledges that the Broker has advised and recommended that the Owner seek independent legal, tax and other counsel prior

to entering into this agreement or into an agreement for the sale, exchange or lease of property.

10. **CONDITIONS**

- a. **SUIT BY OWNER** – If Owner successfully prosecutes a suit against a Buyer who breached a purchase or, exchange agreement concerning the Property and collects all or any part of the monetary damages proximately caused by such breach as a result of trial, compromise, settlement or otherwise, then, after first deducting Owner's reasonable attorney fees and court costs, Owner shall pay Broker and, if applicable, a Cooperating Broker an amount equal to one-tenth (1/10) of the funds received by Owner; but, the maximum amount that Owner shall be obligated to pay to the Broker and, if applicable, a Cooperating Broker shall not exceed the amount of broker's commission.
 - b. **DISCLOSURES** – To Owner's knowledge, other than as disclosed by Owner to Broker in writing, the Property (I) does not have any material latent, structural or construction defects, and (II) is not contaminated with any toxic or hazardous substances in violation of applicable laws and regulations. Owner hereby authorizes Broker to disclose to Prospects all information about the condition of the Property whether disclosed by Owner orally or in writing, or otherwise discovered by Broker. Owner shall indemnify Broker against any and all claims, damages and costs of every kind and character (including but not limited to reasonable attorney's fees and court costs) resulting from or related to: (I) any incomplete incorrect, misleading or inaccurate information furnished by Owner about the Property; or (II) concealment by Owner of any material information about the Property. Owner hereby acknowledges that Broker, any cooperating brokers and prospects will be relying upon the accuracy and completeness of the information furnished by Owner.
1. Owner acknowledges that he/she is required by law to complete and sign a Property Condition Disclosure Statement and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale. A copy of the Property Condition disclosure Statement containing the signatures of both the buyer and the Owner must be attached to the real estate purchase contract. If prior to closing or possession by the buyer the Owner acquires knowledge which renders materially inaccurate a Property Condition Disclosure statement previously provided, the Owner must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. If the Owner fails to so deliver a Property Condition Disclosure Statement, the buyer will be entitled to a credit in the amount of \$500 against the purchase price of the property upon the transfer of title.

2. Owner acknowledges that Broker has informed Owner of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
3. Owner acknowledges that Broker has informed Owner of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
4. Owner acknowledges that Broker is not an insurer against loss of or damage to personal property during the term of this agreement.

11. FAIR HOUSING

It is agreed that the Listed Property shall be listed in full compliance with local, state, and federal fair housing laws that prohibit discrimination on the basis of race, color, religion, sex, national origin, handicap, age, marital status, and/or familial status, or other prohibited factors. Federal and State laws make it illegal for Owner, Broker or anyone to use the above mentioned classifications as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of the property.

12. ENTIRE UNDERSTANDING

This agreement contains an entire understanding of the parties and it may not be changed orally and is binding upon the heirs, executors, administrators, successors and assignees of the respective parties hereto. The undersigned represents and warrants that (he) (she) is the legal Owner of the Subject property, or that (he) (she) has full legal authority to execute this Agreement for and on behalf of the legal Owner and hereby accepts the within agreement.

This is a legally binding contract. If not fully understood, we recommend consulting an attorney before signing.

Broker: Nicole Fishman Benoliel	Owner(s):

