



## Yourigloo.com, Inc. Exclusive Agency Contract



Listing No. (leave blank) \_\_\_\_\_

Date of Contract \_\_\_\_\_

1. I/We \_\_\_\_\_ (“Owner”) hereby authorizes Yourigloo.com, Inc. (“Broker”) to be the Owner’s exclusive broker in the sale of the property described below (the “Property”) for the period beginning \_\_\_\_/\_\_\_\_/\_\_\_\_ and ending at 11:59 p.m. on \_\_\_\_/\_\_\_\_/\_\_\_\_ (the “Termination Date”), at the price and terms stated in this agreement, or any other price or terms acceptable to Owner. Upon execution before the Termination Date of a contract for the sale of the Property, the parties’ rights and obligations under this agreement will automatically extend through the date of the closing of the sale of the Property under that sales contract. Owner may cancel this contract for any reason at no further expense to Owner by sending a written notice to Yourigloo.com, Inc., explaining the reason for cancellation by fax at 561-353-4257 or by US mail to: Yourigloo.com, Inc., 23123 State Road 7, Suite 350B, Boca Raton FL 33428.
  
2. **Property Description:**
  - a. Property Street Address: \_\_\_\_\_
  - b. Legal Description: \_\_\_\_\_ [ ] See Attachment
  
3. **Price:** \$ \_\_\_\_\_
  
4. **Other Terms:** Buyer may pay cash or obtain financing pursuant to the terms of a contract for sale and purchase. The Property will be offered to persons without regard to race, religion, sex, handicap, national origin or any other factor protected by federal, state or local law.
  
5. **Broker’s Authorization and Obligations:** Owner authorizes Broker, and Broker agrees, to:
  - a. List the Owner’s Property in a multiple listing service(s) (“MLS”) and on the Realtor.com and Yourigloo.com websites. **Note:** Broker and Yourigloo will not be responsible for inaccuracies or omissions which are out of their control in the MLS listing, or on the Realtor.com, Yourigloo.com or other websites.
  - b. Report to the MLS the information required by the MLS to list the Property, and the price and terms of any resulting sale.
  - c. Provide such other services, for such other compensation, as Broker and Owner may agree and state in an addendum to this agreement or in a separate written agreement.
  - d. Act as a transaction broker.
  
6. **Owner’s Covenants and Obligations.** In consideration of the above, Owner agrees and warrants that:
  - a. Owner is the legal owner of the Property, has the legal right to sell the Property, and is not currently listed under an agreement with another real estate broker.
  - b. The description of the Property set forth in this agreement is true and correct to the best of Owner’s knowledge.
  - c. Broker is authorized to offer compensation to other licensed real estate brokers (“Cooperating Brokers”) who are members of a Multiple Listing Service to find a buyer, and that, if such a broker has procured the buyer, Owner will pay a commission of \_\_\_\_% of the selling price of the Property to Broker at settlement, which Broker will pay to the Cooperating Broker. The commission shall be due and payable at closing.
  - d. Owner shall make all legally required disclosures.
  - e. **Owner acknowledges that multiple listing services require Broker to report promptly if there is any change in the “for sale” status of the Property, such as that Owner has signed a contract to sell the Property and when the closing has occurred for the sale of the Property, and will impose fines on Broker if that information is not submitted promptly to the MLS.**  
Accordingly:
    - i. Owner shall inform Broker immediately if Owner decides to take the Property off the market.
    - ii. Owner shall inform Broker immediately after accepting an offer for the Property.
    - iii. **Owner shall provide Broker a copy of the fully signed purchase contract for the property and a completed Yourigloo Contract Pending form within 48 hours after buyer and Owner have signed the purchase contract.**
    - iv. **Owner shall provide Broker with a copy of the HUD-1 Settlement Statement within 24 hours after the closing of the sale of the Property.**
    - v. **Owner agrees to pay Broker, and authorizes Broker to charge Owner’s credit card, \$250 if Owner does not timely provide Broker with the Purchase and Sale Contract and the HUD-1 Settlement Statement in compliance with this section.**
  - f. Owner shall not solicit buyers who have previously viewed the property with a real estate licensee affiliated with a Cooperating Broker.
  - g. Owner shall keep a list of all buyers who arrange a showing of the Property, including the names of the licensed real estate agents (if any) who represent those buyers.
  - h. Owner shall advertise the Property only at the same agreed upon price as listed with Broker, however. Owner reserves the right to change the listing price at any time and will notify Broker promptly if Owner decides to amend the price.
  - i. Broker does not guarantee a sale of the Property.

Acknowledgments of Receipt:  
 Owner’s Initials: \_\_\_\_\_  
 Broker’s Initials: \_\_\_\_\_

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- j. Unless provided in an addendum to this agreement or in a separate agreement, Broker shall not advise or negotiate any Owner/buyer transactions.
  - k. Broker shall not be responsible for the care and custody of the Property, and is not liable for damages which may occur to the Property, including, but not limited to, due to access to the Property by use of a lockbox or otherwise.
  - l. Owner shall indemnify and hold harmless Broker from all losses, damages, costs and expenses of any kind, including attorney's fees, and from all liability to any person, that Broker incurs as a result of (1) any breach by Owner of Owner's obligations under this agreement, (2) Owner's negligence, misrepresentations, actions or inactions, (3) the use of a lockbox, (4) the existence of undisclosed material facts about the Property, (5) any liability or fines imposed on Broker due to Owner's failure to provide Broker with information about changes in the status of the Property, including, but not limited to, copies of contracts or HUD-1 Settlement Statements or (6) a decision by a court or arbitrator that a broker who was not compensated in connection with a transaction involving the Property is entitled to compensation from Broker. Owner's obligations under this indemnity provision shall survive the termination of this agreement
  - m. Owner shall comply with the Foreign Investment in Real Property Tax Act.
  - n. Owner's obligations under this agreement shall be binding upon Owner's heirs, executors, administrators, representatives, and assigns.
7. This agreement shall be binding on Owner's heirs, executors, administrators, representatives and assigns.
8. **Governing Law:** This agreement and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Broker and Owner irrevocably waive trial by jury and agree to submit to the personal jurisdiction and venue of a state court of the State of Florida located in Palm Beach County, Florida.

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND IT, PLEASE SEEK INDEPENDENT LEGAL ADVICE.

To indicate their agreement, OWNER and BROKER have completed and signed this contract. All parties necessary to legally convey ownership of the property must sign. DO NOT SIGN THIS LISTING AGREEMENT UNLESS IT IS PROPERLY DATED.

**BROKER:** \_\_\_\_\_

Date signed: \_\_\_\_\_

LISTING OFFICE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OWNER:** \_\_\_\_\_

Date signed: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**OWNER:** \_\_\_\_\_

Date signed: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_