



YourIgloo.com, Inc. Exclusive Agency Contract



1. Parties. The parties to this agreement are:

a. Owner (all owners of the property must be named; and are singly or collectively referred to as “Owner” in this agreement):

Name(s): _____

b. Broker: YourIgloo.com, Inc. (referred to as “Broker” in this agreement)

2. Exclusive Agency.

a. Authorization. Owner hereby authorizes Broker to be Owner’s exclusive broker for the listing and sale of the Property described in Section 3 below, on the terms stated in this agreement or on other terms approved by Owner. 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. Broker does not guarantee a sale of the Property.

b. Term of the Agency. Broker’s authorization to be Owner’s broker and to list the Property shall begin on _____ and end at 11:59 p.m. on _____ (the “Termination Date”).

c. Upon execution before the Termination Date of a contract for the sale of the Property, Owner’s and Broker’s 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.

d. Owner may cancel this contract for any reason at no further expense to Owner (other than as provided by Section 5 below) 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., 639 E. Ocean Avenue, Suite 205, Boynton Beach, FL 33435, Attention: General Manager.

3. Property Description: “Property” means the real property described below:

a. Property Street Address:

b. Legal Description:

4. Price: \$ _____

Acknowledgments of Receipt:

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Owner’s Initials: _____

Broker’s Initials: _____



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- 5. Broker's Authorization and Obligations:** Owner authorizes Broker, and Broker agrees, to:
- List the Owner's Property in a multiple listing service(s) ("MLS") and on the Realtor.com and YourIgloo.com websites. **Note:** Broker will not be responsible for inaccuracies or omissions which are out of Broker's control in the MLS listing, or on the Realtor.com, YourIgloo.com or other websites.
 - Report to the MLS the information required by the MLS to list the Property, and the price and terms of any resulting sale.
 - 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.
 - Act as a transaction broker.
- 6. Cooperation with Other Brokers.** Owner and Broker will allow other brokers to show the Property to potential buyers.
- 7. Commission Offered to Other Brokers. Owner acknowledges that the Property cannot be listed on an MLS unless a commission is offered to Cooperating Brokers for procuring a buyer. Accordingly:**
- Owner directs Broker to offer a commission of _____% of the selling price of the Property to other licensed real estate brokers ("Cooperating Brokers") who find a buyer of the Property.**
 - If a Cooperating Broker has procured the buyer, Owner will pay, or will cause to be paid, the commission due to a Cooperating Broker at settlement. The commission shall be due and payable at closing.
- 8. Owner's Covenants and Obligations.** In consideration of the above, Owner agrees and warrants that:
- Owner is the legal owner of the Property, has the legal right to sell the Property, and has not authorized another real estate broker to represent Owner in connection with the sale of the Property.
 - The description of the Property set forth in this agreement is true and correct to the best of Owner's knowledge.
 - Owner shall make all legally required disclosures.
 - 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:
 - Owner shall inform Broker immediately if Owner decides to take the Property off the market.



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- ii. Owner shall inform Broker immediately after Owner accepts 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 48 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, up to \$250 for fines imposed on Broker if Owner does not timely provide Broker with the Purchase and Sale Contract or the HUD-1 Settlement Statement in compliance with this agreement.
- e. Owner shall not solicit buyers who have previously viewed the property with a real estate licensee affiliated with a Cooperating Broker.
- f. Owner shall keep a list of all buyers who arrange a showing of the Property, including the names of licensed real estate agents who represent those buyers.
- g. Owner shall advertise the Property only at the same agreed upon price as listed with Broker. Owner reserves the right to change the listing price at any time and will notify Broker promptly if Owner decides to amend the price.
- h. Unless provided in an addendum to this agreement or in a separate agreement, Broker shall not advise or negotiate any Owner/buyer transactions.
- i. 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.
- j. Owner shall comply with the Foreign Investment in Real Property Tax Act.
- k. Owner's obligations under this agreement shall be binding upon Owner's heirs, executors, administrators, representatives, and assigns.
- l. Owner shall indemnify and hold harmless Broker, its officers, directors, employees and affiliates 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.



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9. 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 are signing this contract. All parties necessary to legally convey ownership of the property must sign and date this agreement.

Signed by:

BROKER: YourIgloo.com, Inc.

By its Listing Broker: _____

Date signed: _____

OWNER'S SIGNATURE:

Signed By: _____

Owner's Name (print): _____

Date signed: _____

Signed By: _____

Owner's Name (print): _____

Date signed: _____

Acknowledgments of Receipt:

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Owner's Initials: _____
Broker's Initials: _____