

Exclusive Listing Agreement

(the "AGREEMENT")

THIS AGREEMENT is made and entered into on this **DATE** between **NAME**, hereinafter referred to as the "**SELLER**", and The Smart Way Real Estate Co. Ltd., hereinafter referred to as the "**Broker/Agent**", with registered offices situated at Hopeville, Toledo in Belize.

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Listing Agreement ("AGREEMENT"), "**SELLER**" includes owner or a vendor; "**PURCHASER**" includes a prospective **PURCHASER** or a buyer. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase, which is subsequently exercised. This AGREEMENT shall be read with all changes of gender or number required by the context. For purposes of this AGREEMENT, anyone introduced to or shown the property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations.

REPRESENTATION: The **SELLER** desires to employ the **Broker/Agent** to sell the **PROPERTY** of the **SELLER**, hereinafter referred to as the "**PROPERTY**", as described in the "**SCHEDULE**" herein, and affirms that the **SELLER** represents the **PROPERTY** in fee simple title.

LIST PRICE: **PRICE (\$)** USD

SCHEDULE A

Property Known As: **ADDRESS OF PROPERTY**

LISTING PERIOD: In consideration of the **Broker/Agent** listing the **PROPERTY** for sale, the **SELLER** hereby gives the **Broker/Agent** exclusive and irrevocable right to act as the **SELLER'S** agent commencing at 12:01 a.m. on the **DATE** until 11:59 p.m. on the **DATE** (hereinafter referred to as the "Listing Period"). At the end of the Listing Period, this AGREEMENT shall continue in quarterly increments until canceled, in writing, by the **SELLER**.

Broker/Agent Initials (____)

Sellers Initials (____) (____)

TERMS OF SALE: In consideration of the agreements contained herein, the **SELLER** and **Broker/Agent** agree as follows:

1. In consideration of the AGREEMENT of the **Broker/Agent** to list and use its best efforts to advertise and find a **PURCHASER** for the **PROPERTY**, the **SELLER** hereby gives the **Broker/Agent** the exclusive right to sell the property at the agreed price set by the **SELLER** or at any price or terms accepted by the **SELLER** during the exclusive **Listing Period**. The **Broker/Agent** has the authority to co-list the property with other **Broker/Agents** as he sees fit and to authorize the display of the **PROPERTY** on their websites.
2. The **SELLER** agrees that the list price for this **PROPERTY** will be in **\$USD (US Dollars)**.
3. The **Broker/Agent** agrees to make all efforts to find a **PURCHASER** for the **PROPERTY** and further agrees to forward all offers to purchase to the **SELLER**.
4. The **Broker/Agent** agrees that all sales will be negotiated on a cash basis unless the **SELLER** agrees to a financing arrangement with a qualified **PURCHASER**.
5. The **SELLER** agrees to convey the **PROPERTY** to the **PURCHASER** free and clear of all encumbrances and/or liens, on or before the closing date.

AGENT COMPENSATION: The **SELLER** agrees to pay the **Broker/Agent**, at the time of closing the **PROPERTY** sale, a commission of **5% (Five percent)** of the purchase price of the **PROPERTY**, plus the applicable tax of **12.5% (twelve and a half percent)** GST payable on the **Broker/Agent's** commission. Should **SELLER** find **PURCHASER**, **Broker/Agent** will receive 50% of the sale commission but **Broker/Agent** will write up offer, and escrow.

NEGOTIATION OF COMPENSATION: Under this AGREEMENT anyone other than the **Broker/Agent**, including the **SELLER**, is free to locate a **PURCHASER** for the **PROPERTY**. If a contract to purchase is made during the Listing Period with a **PURCHASER** that was not introduced by the **Broker/Agent** or any of his appointees, then the **Broker/Agent** shall receive a commission of no less than **3% (Three percent)** of the selling price.

SALE OR EXCHANGE AFTER CONTRACT TERMINATION: The **SELLER** further agrees to pay such commission, as stated herein, if an offer to purchase is agreed to or accepted by the **SELLER** or anyone on the **SELLER'S** behalf, within **180 (one hundred eighty)** days after the expiration of the Listing Period (Holdover Period), so long as such AGREEMENT is with anyone who was introduced to the **PROPERTY** from any source whatsoever during the Listing Period or shown the **PROPERTY** during the Listing Period.

Broker/Agent Initials (____)

Sellers Initials (____) (____)

FORFEITURE OF DEPOSIT: In the event that a deposit or binder by a **PURCHASER** is forfeited, said monies are to be split equally but not to exceed the **Broker/Agent** commission.

FINANCING AGREEMENT: In the event that the **SELLER** enters into a Financing Agreement with the **PURCHASER**, the full commission shall be paid when the **SELLER** receives the first payment from the **PURCHASER**.

ACCESS TO PROPERTY: The **SELLER** grants the **Broker/Agent** access to the **PROPERTY** at all reasonable times to show the **PROPERTY** to potential **PURCHASERS**.

SIGNAGE: The **SELLER** grants permission for the **Broker/Agent** to place a "FOR SALE" sign on the property:

YES

INDEMNIFICATION: The **SELLER** agrees to indemnify **Broker/Agent** for any costs or damages suffered by the **Broker/Agent** as a result of misrepresentation made by **SELLER** regarding any and all information to do with the **PROPERTY**, or any undisclosed or withheld information that can jeopardize the integrity of the **PROPERTY** after the closing date.

WITHDRAWAL OF PROPERTY: If, during the term of this AGREEMENT, the **SELLER** shall remove or withdraw the **PROPERTY** from the market or otherwise prevent or interfere with the **Broker/Agent** from selling the **PROPERTY**, the **Broker/Agent** will be relieved of any and all responsibility for further marketing of the property and may be entitled to recover any and all costs expended in implementing this AGREEMENT.

MANAGEMENT OF FUNDS: The **SELLER** authorizes the **Broker/Agent** to receive any monies paid, as a deposit or binder, in regards to the sale of the **PROPERTY**. The **Broker/Agent** will hold all deposits in escrow and all funds-less the real estate commission and applicable wiring fees and taxes—will be disbursed to the **SELLER** once registration has taken place.

EXCLUSIVITY: The **SELLER** agrees that during the Listing Period, the **SELLER** shall not enter into any other contract or agreement for the marketing, sale or disposition of the **PROPERTY**.

Broker/Agent Initials (____)

Sellers Initials (____) (____)

SCHEDULE B

- Tax Receipts
- Documentation (Title or Lease Ownership)

Address:

Country:

Zip/Postal Code:

Phone (cell):

E-mail(s):

IN WITNESS WHEREOF, the parties have signed this **five (5)** page AGREEMENT as of the date written on page one (1).

Broker/Agent Initials (____)

Sellers Initials (____) (____)



The Smart Way
Real Estate Co. Ltd.

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Belize, Central America
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Website: thesmartwayrealestate.com

NAME
(SELLER)

DATE

NAME
(SELLER)

DATE

NAME
(Broker/Agent)

DATE

Broker/Agent Initials (____)

Sellers Initials (____) (____)