

LOT/LAND EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT (Designated Agency)

1 **BROKER (listing company):** Keller Williams Realty Greater Downtown
 2 **ADDRESS OF COMPANY:** 1830 Washington Street Chattanooga TN 37408
 3 **OWNER / SELLER:** Daniel Mandel
 4 **ADDRESS OF OWNER / SELLER:** 3920 N. Ocean Drive 19B Riviera Beach FL 33404

5 In consideration of Broker's Agreement to find a ready, willing, and able Buyer and other valuable consideration, the receipt
6 and sufficiency of which is hereby acknowledged, the undersigned Seller hereby grants Broker the Exclusive Right to Sell the
7 hereinafter described Property in accordance with the following terms and conditions:

8 **1. PROPERTY ADDRESS / LEGAL DESCRIPTION:** Lot 1156 Legacy Drive
 9 (Address) Guild (City), Tennessee 37340 (Zip) as
 10 recorded in Marion County Register of Deeds Office, 566
 11 deed book(s) 123 page(s), and/or _____ instrument number, and further described
 12 as: River Gorge Ranch 1 Lot 1156 Pb 6 Pg 406 District/ward 04
 13 with an estimated acreage of _____ ("Property").

14 **A. Other items that remain with the Property at no additional cost to Buyer:**
 15 _____
 16 _____
 17 _____

18 **B. Items that shall NOT remain with the Property:**
 19 _____
 20 _____
 21 _____

22 **2. THE LISTING PRICE.** \$ 675,000.00 (Six hundred seventy-five thousand _____ Dollars).
 23 This price is based (select one):

- 24 for entire Property as a tract, and not by the acre; or
- 25 per acre with the sales price to be determined by the actual amount of acreage of the Property, \$ _____
 26 per acre based on a current or mutually acceptable survey; or
- 27 for entire Property as a tract but with the sales price to be adjusted upward or downward at \$ _____
 28 per acre in the event the actual amount of acreage of the Property based on a current or mutually acceptable survey
 29 should vary more or less than _____ acre(s) from the _____ estimated acreage.

30 **3. TERM.**
 31 This Agreement shall be valid from the date this Agreement is fully executed by all parties (the "Effective Date")
 32 through 24 February, 2026 ("Listing Expiration Date"). If a contract to purchase, exchange or lease is
 33 signed before this Agreement expires, the term hereof shall continue until final disposition of Purchase and Sale
 34 Agreement, exchange agreement, or lease agreement.

35 **Marketing of Property Commencement Date:** Seller directs Broker to commence marketing of the Property for sale
 36 to the general public on the Effective Date
 37 OR
 38 on the 24 day of February, 2025.

This form is copyrighted and may only be used in real estate transactions in which Todd Henon is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.

39 **Carry-Over Clause.** Should Seller contract to sell or exchange, or contract to lease the Property within 90 days
40 after the Listing Expiration Date of this Exclusive Right to Sell Listing Agreement (“Agreement”) to any Buyer/Tenant
41 (or anyone acting on Buyer’s/Tenant’s behalf) who has been introduced to the Property, directly or indirectly, during the
42 term hereof, as extended, the Seller agrees to pay the compensation as set forth below. This includes but is not limited to
43 any introduction or exposure to Property by advertisements or postings appearing in any medium which originated as a
44 result of listing the Property with Broker. This carry-over clause shall not apply if the Property is listed with another
45 licensed real estate broker at the time of such contract.

46 4. **TERMS** of sale acceptable to Seller (such as USDA, Conventional, etc.): Cash, Conventional

47 5. **POSSESSION OF PROPERTY** to be delivered: Negotiable

48 6. **SELLER CONCESSIONS.** Seller is hereby notified that a buyer may request certain concessions in any offer to
49 purchase. These concessions may include items such as home warranty, repairs, money toward buyer’s closing expenses,
50 buyer broker compensation, etc. All such concessions are purely negotiable within a purchase and sale agreement.

51 7. **COMPENSATION.**

52 **BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY**
53 **NEGOTIABLE.**

54 **Compensation to Broker for Sale:** A total of \$ _____, or 8 % compensation based on
55 the total sales price shall be paid by Seller to Broker in readily available funds on the date of closing of Property as
56 evidenced by delivery of warranty deed and payment of purchase price (“Closing”). In any exchange of the Property,
57 Seller consents to Broker receiving compensation from both parties based upon the value of both properties.

58 **Cooperating Compensation:** Broker is authorized to offer a cooperative compensation in the amount of
59 \$ _____ or 3 % of Selling Price/monthly rental amount to a Selling Agent or Facilitator (an agent
60 who is representing the interests of and/or is working with the Buyer/Tenant) who is the procuring cause of the transaction.
61 **This amount shall be taken from the amount agreed to be paid to Listing Broker.**

62 **Compensation to Broker for Lease:** In the event that the Property is leased under the terms of this Agreement, Seller
63 agrees to pay a total of \$ _____, or 10% gross ~~rent~~ compensation based upon the monthly rental
64 amount which shall be paid by Seller to Broker in readily available funds within five business days of rent being due under
65 the terms of the lease. Said compensation shall be paid by Seller to Broker and shall continue for the duration of the lease
66 agreement with compensation being paid to Broker within five business days of rent being due under the terms of the lease.
67 This obligation to pay said compensation shall survive the natural termination of this Agreement. In the event that the
68 Property is sold during the term of any lease agreement reached under this Agreement or any carry-over period described
69 herein, Seller agrees to pay Broker any remaining compensation based upon future rental payments at the time of Closing
70 and/or any compensation that may be due under the terms of this Listing Agreement.

71 In the event that a ready, willing, and able Buyer (or Tenant) is produced and a contract results, the Seller is obligated to
72 compensate Broker in the event that Seller unlawfully fails to close or to fulfill lease terms by Seller’s breach of the
73 Purchase and Sale Agreement or the lease agreement. In the event this occurs, Seller agrees to compensate Broker in an
74 amount equal to the compensation which would have been due and owing Broker had the transaction closed or lease been
75 fulfilled. Such compensation shall be payable without demand. Should Broker consent to release the Listing prior to the
76 expiration of the term of this Agreement or any extensions, Seller agrees to pay all costs incurred by Broker to market the
77 Property or other amount as agreed to by the parties as a cancellation fee, in addition to any other sums that may be due to
78 Broker. Seller agrees to pay all reasonable attorney’s fees together with any court costs and expenses which real estate
79 agent incurs in enforcing any of Seller’s obligations to pay compensation under this Listing Agreement. The parties hereby
80 agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies as a defense
81 in the event of a dispute.

82 8. **FURTHER INFORMATION CONCERNING PROPERTY.**

83 **A. Mineral, oil, gas, water and timber rights.**

84 Shall conveyance of this Property include all mineral, oil, gas, water and timber rights? Yes / No

85 If no, please explain: _____
86 _____

87 **B. Crops.**

88 Crops planted at the time of sale shall:

89 Pass with the land to the buyer OR Remain with the Seller OR Other (please describe):
90 _____

91 **C. Leasehold or Tenant’s Rights.**

This form is copyrighted and may only be used in real estate transactions in which Todd Henon is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



92 There are no leasehold interests or tenant's rights in the subject Property, except as follows:

93 _____
94 _____

95 **D. Licenses or Usage Permits.**

96 No licenses or usage permits have been granted, including but not limited to those for crops, minerals, water, grazing,
97 timber, usage rights to hunters, fishermen, or others except as follows:

98 _____
99 _____

100 **E. Utilities.**

101 Seller represents that the following utility connections are located as follows: (e.g. on the Property, at the lot line,
102 across the street, unknown, etc.)

103 Electricity: _____ Gas: _____
104 Municipal Sewer: _____ Municipal Water: _____
105 Telephone: _____ Cable: _____

106 **F. Zoning.**

107 Seller represents that the Property is zoned _____

108 **G. Flood Zone.**

109 Is the Property or any part thereof located in a flood zone?

110 _____
111 _____

112 **H. Exterior Injection Well, Soil Absorption and/or Percolation Test.**

113 **1. Exterior Injection Well.** Does the Seller have knowledge of an exterior injection well being present on the
114 Property? Yes / No

115 **2. Soil Absorption and/or Percolation Test.** Has the Property been tested for soil absorption and/or
116 percolation? If either box is checked, please provide a copy of test results within _____ days of signing
117 Agreement.

118 **I. Subsurface Sewage Disposal.**

119 Has the Property been evaluated for a Sub-Surface Sewage Disposal System? Yes / No

120 If yes, please provide a copy within _____ days of signing Agreement.

121 **J. Survey.**

122 Has the Property been surveyed? Yes / No If yes, please provide a copy of the most recent survey within
123 _____ days of signing Agreement.

124 **K. Special Tax Arrangements.**

125 Is the Property in any special tax arrangement such as Green Belt? Yes / No

126 If yes, please list details: _____
127 _____

128 **L. Foreign/Unnatural Materials on Property.**

129 Are you aware of any underground tanks or toxic substances, tires, appliances, garbage, foreign and/or unnatural
130 materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, methamphetamine
131 production, radioactive material or radon on the Property (structure or soil)? Yes / No

132 If yes, please list details, including the substance and its location:
133 _____
134 _____

135 **9. RESPONSIBILITIES AND RIGHTS OF THE PARTIES.**

136 Broker is hereby granted the authority to advertise this listing on the Internet. Broker is additionally permitted to file this
137 listing with any Multiple Listing Service (MLS) or similar service(s) of which Broker is a member. Seller understands
138 and agrees that by placing the listing on the MLS or these similar services, the listing may be included in a searchable
139 database provided by the MLS or similar service which can be viewed on other agents' websites. Seller also agrees that
140 the listing may also appear on publicly accessible websites sponsored by and/or affiliated with the MLS, the local
141 association of Realtors®, or similar listing services and those who lawfully receive listing information from said entities.

142 Broker shall provide timely notice to MLS of status changes and shall use best efforts to produce a Buyer. Broker is

This form is copyrighted and may only be used in real estate transactions in which Todd Henon is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



143 authorized to communicate any offer of cooperating compensation to prospective Selling Agents or Facilitators and may
 144 divide compensation with other real estate licensees for cooperation in connection with the sale or lease of the Property.
 145 Seller shall assist Broker in any reasonable way in selling Property and shall refer to Broker all inquiries regarding this
 146 Property during the term of the Agreement, and any extensions or renewals thereof, and authorizes Broker to provide final
 147 sales information to the MLS for the purpose of compiling comparable sales data reports.
 148

149 Broker is authorized to place a real estate sign and lock box on the Property and to remove all other real estate signs; to
 150 disseminate the Multiple Listing Profile Sheet; to exhibit said Property to any prospective Buyer; and to have
 151 photographs/videos taken, and/or audio recorded for the creation of any advertising materials of said Property to be used
 152 and distributed in promoting the sale and to use same to advertise the Property on the Internet or other broadcast media;
 153 and to do such advertising as Broker deems appropriate. In the event that Seller provides photographs, videos or other
 154 copyrightable materials to Broker, Seller grants Brokers a nonrevocable license to such material and the authority to grant
 155 license to Broker's MLS for storage; reproduction, compiling and distribution of said material. Seller shall allow the
 156 Property to be shown at all reasonable hours and otherwise cooperate with Broker. Seller agrees that Broker is authorized
 157 to receive on behalf of Seller all notices, offers, and other documents incidental to the offering and sale of the Property
 158 which is covered by this Agreement. Seller agrees that such receipt by Broker may be deemed to be receipt by Seller if
 159 such documents so provide or if the law so requires. Seller agrees to keep Broker informed of Seller's whereabouts in order
 160 for Broker to promptly forward all such notices, offers and other information to Seller. In response to inquiries from
 161 Buyers or cooperating brokers, Broker shall follow Seller's lawful instructions on the disclosure of the existence
 162 of any offer and/or disclosure of terms and conditions of any offer. (Code of Ethics Standard of Practice 1-15)
 163

164 In the event a Buyer is found for said Property during the period above set out, on the terms and at the price specified
 165 herein, or for a price and upon terms agreeable to Seller, Seller further agrees to convey said Property by warranty
 166 deed to such Buyer, free from all assessments, liens and encumbrances, but subject to all restrictions of record, if any.
 167 Property is offered without regard to race, creed, color, religion, sex, handicap, familial status, or national origin. A
 168 request from Seller to observe discriminatory requirements in the sale or lease of the Property shall not be granted
 169 since it is a violation of the law.

170 **10. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") DISCLOSURE.**

171 *Seller is hereby notified to consult with Seller's own closing attorney and tax professional concerning the applicability*
 172 *of the Foreign Investment in Real Property Tax Act ("FIRPTA") which may require tax withholding to be collected*
 173 *from Seller at the Closing of any sale of the Property. Examples of this may include if Seller can be classified as one*
 174 *of the following:*

- 175 *Non United States citizen;*
- 176 *Non resident alien; or*
- 177 *Foreign corporation, partnership, trust, or estate*

178 *It is Seller's Responsibility to seek independent tax advice prior to any Closing Date regarding such tax matters.*

179 **11. HOLD HARMLESS AND LIMITATIONS ON BROKER'S AUTHORITY AND RESPONSIBILITY.**

180 Seller agrees to carefully review the information on the Multiple Listing Profile Sheet to ensure information is accurate.
 181 Seller has not advised Broker and/or Broker's affiliated Licensees (hereinafter "Agents") of any defects in the Property or
 182 the improvements located thereon. Seller is not aware of any other defect or environmental factor which would affect the
 183 value of the Property, significantly reduce the structural integrity of the improvements on the Property, or the health of
 184 future occupants. Seller agrees that Seller shall be solely responsible for any misrepresentations or mistakes on the listing
 185 data wherein Seller has supplied such information. Seller further agrees to hold Agents and firm harmless and indemnify
 186 them from any claim, demand, action, liability or proceedings resulting from any omission, alleged omission or
 187 misrepresentation by Seller and/or for any material fact that is known or should be known by Seller concerning the Property
 188 and that is not disclosed to Agents and to provide for defense costs including reasonable attorney's fees for Agents and
 189 firm in such an event. Seller is not aware of any other defect, environmental factors or adverse facts (as defined in Tenn.
 190 Code Ann. § 62-13-102) concerning the Property.

191 Seller authorizes Broker and/or Broker's affiliated Licensees to conduct showings of the Property. **Seller is responsible**
 192 **for compliance with state or federal law regarding usage of video or audio recording devices while marketing or**
 193 **showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions.**
 194 Seller additionally authorizes Broker and/or Broker's affiliated Licensees and any duly authorized key holder key-entry

This form is copyrighted and may only be used in real estate transactions in which Todd Henon is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.

195 access to the Property. Seller also authorizes Broker and/or Broker’s affiliated Licensees to place a lock box on said
 196 Property for the purpose of conducting or allowing cooperating brokers to conduct key-entry showings of this Property.
 197 Seller represents that adequate insurance shall be kept in force to protect Seller in the event of any damage, losses or claims
 198 arising from entry to Property by persons through the above use of the key and agrees to hold Broker, its licensees,
 199 salespersons and employees harmless from any loss, theft, or damage incurred as a result of showings thereof.

200 Seller acknowledges and agrees that Broker:

- 201 (a) May show other properties to prospective buyers who are interested in Seller’s Property;
- 202 (b) Is not an expert with regard to matters that could be revealed through a survey, title search, or inspection; for the
 203 condition of the Property, any portion thereof, or any item therein; for any geological issues present on the
 204 Property; for the necessity or cost of any repairs to Property; hazardous or toxic materials; square footage; acreage;
 205 the availability and cost of utilities, septic or community amenities; conditions existing off the Property which
 206 may affect the Property; uses and zoning of the Property, whether permitted or proposed; for applicable
 207 boundaries of school districts or other school information; proposed or pending condemnation actions involving
 208 the Property; the appraised or future value of the Property; termites and wood destroying organisms; building
 209 products and construction techniques; the tax or legal consequences of a contemplated transaction; matters
 210 relating to financing; etc. Seller is hereby advised to seek independent expert advice on any of these or other
 211 matters which are of concern to Seller;
- 212 (c) Shall owe no duties to Seller nor have any authority to act on behalf of Seller other than what is set forth in this
 213 Agreement and the duties contained in the Tennessee Real Estate License Act of 1973, as amended, and the
 214 Tennessee Real Estate Commission Rules; and
- 215 (d) May make all disclosures required by law and/or the National Association of Realtors® Code of Ethics.

216 **12. EXPERT ASSISTANCE.**

217 While Broker has considerable general knowledge of the real estate industry and real estate practices, Broker is not an
 218 expert in the matters of law, taxation, financing, square footage, acreage, inspections, geological issues, wood destroying
 219 organisms, surveying, structural conditions, hazardous materials, engineering, etc. Client acknowledges Broker’s advice
 220 to seek professional assistance and advice as needed in these and other areas of professional expertise. If Broker provides
 221 names or sources for such advice or assistance, Broker does not warrant or guarantee the services and/or products obtained
 222 by Client.

223 **13. AGENCY.**

224 **A. Definitions.**

- 225 1. **Broker:** In this Agreement, the term “Broker” shall mean a licensed Tennessee real estate broker or brokerage
 226 firm and where the context would indicate, the Broker’s affiliated licensees.
- 227 2. **Designated Agent for the Seller:** The individual licensee that has been assigned by the Managing Broker and
 228 is working as an agent for the Seller or Property Owner in this consumer’s prospective transaction, to the exclusion
 229 of all other licensees in the company. Even if someone else in the licensee’s company represents a possible Buyer
 230 for this Seller’s Property, the Designated Agent for the Seller shall continue to work as an advocate for the best
 231 interests of the Seller or Property Owner. An agency relationship of this type cannot, by law, be established
 232 without a written agency agreement.
- 233 3. **Facilitator / Transaction Broker (not an agent for either party):** The licensee is not working as an agent for
 234 either party in this consumer’s prospective transaction. A Facilitator may advise either or both of the parties to a
 235 transaction but cannot be considered a representative or advocate of either party. “Transaction Broker” may be
 236 used synonymously with, or in lieu of, “Facilitator” as used in any disclosures, forms or agreements. [By law, any
 237 Licensee or company who has not entered into a written agency agreement with either party in the transaction is
 238 considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- 239 4. **Dual agency:** The licensee has agreements to provide services as an agent to more than one (1) party in a specific
 240 transaction and in which the interests of such parties are adverse. This agency status may only be employed upon
 241 full disclosure to each party and with each party’s informed consent.
- 242 5. **Adverse Facts:** “Adverse Facts” means conditions or occurrences generally recognized by competent licensees
 243 that have a negative impact on the value of the real estate, significantly reduce the structural integrity of
 244 improvements to real property or present a significant health risk to occupants of the property.

245 6. **Confidentiality:** By law, every licensee is obligated to protect some information as confidential. This includes
246 any information revealed by a consumer which may be helpful to the other party IF it was revealed by the
247 consumer BEFORE the licensee disclosed any agency relationship with that other party. AFTER the licensee
248 discloses that licensee has an agency relationship with another party, any such information which the consumer
249 THEN reveals must be passed on by the licensee to that other party.

250 **B. Duties owed to all Parties to a Transaction.**

251 Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties
252 to every Buyer and Seller, Tenant and Landlord (collectively “Buyers” and “Sellers”) unless otherwise
253 provided by law:

- 254 1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
- 255 2. To disclose to each party to the transaction any Adverse Facts of which licensee has actual notice or knowledge;
- 256 3. To maintain for each party in a transaction the confidentiality of any information obtained by a licensee prior to
257 disclosure to all parties of a written agency agreement entered into by the licensee to represent either or both
258 parties in the transaction. This duty of confidentiality extends to any information which the party would
259 reasonably expect to be held in confidence, except for information which the party has authorized for disclosure
260 or information required by law to be disclosed. This duty survives both the subsequent establishment of an agency
261 relationship and the closing of the transaction;
- 262 4. To provide services to each party to the transaction with honesty and good faith;
- 263 5. To disclose to each party to the transaction timely and accurate information regarding market conditions that
264 might affect such transaction only when such information is available through public records and when such
265 information is requested by a party;
- 266 6. To timely account for earnest money deposits and all other property received from any party to a transaction; and
- 267 7. A) To refrain from engaging in self-dealing or acting on behalf of licensee’s immediate family, or on behalf of
268 any other individual, organization or business entity in which licensee has a personal interest without prior
269 disclosure of such personal interest and the timely written consent of all parties to the transaction; and
270 B) To refrain from recommending to any party to the transaction the use of services of another individual,
271 organization or business entity in which the licensee has an interest or from whom the licensee may receive a
272 referral fee or other compensation for the referral, other than referrals to other licensees to provide real estate
273 services, without timely disclosure to the party who receives the referral, the licensee’s interest in such referral or
274 the fact that a referral fee may be received.

275 **C. Duties owed to Client.**

276 In addition to the above, the Licensee has the following duties to Client if the Licensee has become an Agent or
277 Designated Agent in a transaction, pursuant to the Tennessee Real Estate Broker License Act:

- 278 1. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement
279 between the licensee and licensee’s client;
- 280 2. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation
281 of a transaction and in other activities, except where such loyalty/duty would violate licensee’s duties to a
282 customer in the transaction; and
- 283 3. Unless the following duties are specifically and individually waived in writing by a client, licensee shall assist
284 the client by:
 - 285 A) Scheduling all Property showings on behalf of the client;
 - 286 B) Receiving all offers and counter offers and forwarding them promptly to the client;
 - 287 C) Answering any questions that the client may have in negotiation of a successful purchase agreement
288 within the scope of the licensee’s expertise; and
 - 289 D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase
290 agreement for a successful closing of the transaction.

291 Upon waiver of any of the above duties listed under subsection 12.C.3., a consumer must be advised in writing
292 by such consumer’s agent that the consumer may not expect or seek assistance from any other licensees in the
293 transaction for the performance of said duties.

This form is copyrighted and may only be used in real estate transactions in which Todd Henon is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345

D. Seller’s Authorizations

1. **Appointment of Designated Agent.** Seller hereby authorizes Managing Broker to appoint the Listing Licensee as Designated Agent for the Seller, to the exclusion of any other licensees associated with Broker. A Designated Agent for the Seller can and shall continue to advocate Seller’s interests in a transaction even if a Designated Agent for the Buyer (other than the Licensee below) is also associated with Broker. The Managing Broker hereby appoints Todd Henon Brittany Ennen to be the Designated Agent to the Seller in this transaction.
2. **Appointment of Subsequent Designated Agent.** Seller hereby authorizes the Managing Broker, if necessary, to appoint a licensee, other than the Licensee named above, as Designated Agent for the Seller, to the exclusion of any other licensees associated with Broker. This shall be accomplished through an amendment to this Agreement, if necessary.
3. **Default to Facilitator in the event both parties are represented by the same Designated Agent.** The Designated Agent shall default to Facilitator status for all showings or transactions *involving the same Designated Agent for both the Seller and a prospective buyer*, immediately notifying (verbally) the Buyer and the Seller of the need to default to this Facilitator status to be confirmed in writing prior to the execution of the contract. Upon any default to Facilitator status, the former Designated Agent must assume a neutral position and shall not be an advocate for either the Seller or any prospective buyers.
4. **Resumption of Agency Status.** In the event that the Designated Agent defaults to a Facilitator status, this Facilitator status shall only be temporary. The Facilitator status shall only last until any transaction or contemplated transaction in which the parties are all assisted by the same Facilitator is resolved (either because the transaction is closed or contemplated transaction between these parties is terminated and no further negotiations occur between the parties). At that time, the agent shall immediately revert to Designated Agency status for the Seller.

14. EARNEST MONEY/TRUST MONEY. Broker is authorized to accept from Buyer a deposit as earnest money/trust money to be applied to the purchase price for the Property. Such deposit is to be held by Broker in an escrow or trustee account or forwarded to party authorized to hold said funds as set forth in an executed contract for the purchase, lease, exchange, or option agreement until disbursed in accordance with the terms of said agreement.

15. TITLE. Seller warrants Seller is vested with good and marketable title to the Property with full authority to execute this Agreement and to sell the Property. Seller shall convey the Property by a good and sufficient general warranty deed.

16. OTHER PROVISIONS.

- A. **Binding Effect, Entire Agreement, Modification, and Assignment.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. This Agreement may only be assigned with the written consent of both parties. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.
- B. **Governing Law and Venue.** This Agreement is intended as a contract for the listing of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State of Tennessee.
- C. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property
- D. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
- E. **Fair Housing.** Broker and Broker’s affiliated Licensees shall provide services without regard to race, color, creed, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. A request to observe discriminatory practices in the sale, lease, exchange, or option of property shall not be granted.

17. LEGAL DOCUMENTS. THIS IS AN IMPORTANT LEGAL DOCUMENT CREATING VALUABLE RIGHTS AND OBLIGATIONS. IF YOU HAVE QUESTIONS ABOUT IT, YOU SHOULD REVIEW IT WITH YOUR ATTORNEY. NEITHER THE BROKER NOR ANY AGENT OR FACILITATOR IS AUTHORIZED OR QUALIFIED TO GIVE YOU

This form is copyrighted and may only be used in real estate transactions in which Todd Henon is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.



346 ANY ADVICE ABOUT THE ADVISABILITY OR LEGAL EFFECT OF ITS PROVISIONS. BY SIGNING THIS
347 DOCUMENT, YOU ARE CERTIFYING THAT YOU HAVE READ AND ACCEPT THESE TERMS AND
348 ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

349 **18. CONFIDENTIALITY.** Information which the Seller authorizes Broker and Broker’s affiliated Licensees to disclose
350 which might otherwise be confidential:

351 _____
352 _____
353 _____
354 _____
355 _____
356 _____

357 **19. EXHIBITS AND ADDENDA.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made
358 a part of this Agreement:

359 _____
360 _____
361 _____
362 _____

363 **20. SPECIAL STIPULATIONS.** The following Special Stipulations, if conflicting with any preceding section, shall control:

364 An administrative fee of \$350 is payable to keller williams Realty at closing.
365 _____
366 _____
367 _____
368 _____
369 _____
370 _____

371 **NOTE: Any provisions of this Agreement which are preceded by a “□” must be marked if a part of this Agreement.**

372 The party(ies) below have signed and acknowledge receipt of a copy.
373 Todd Henon Brittany Eunen Keller Williams Realty Greater Downtown
374 **BY: Broker or Licensee Authorized by Broker** **BROKER/FIRM**
375 2/14/2025 | 13:35 at EST / 2/14/2025 | 09:07 PST 1830 Washington Street Chattanooga TN 37408
376 Date at o'clock □ am/ □ pm Address
377 Todd Henon Phone: _____
378 Print/Type Name Email: _____

379 The party(ies) below have signed and acknowledge receipt of a copy.
380 Daniel Mandel _____
381 **SELLER/OWNER** **SELLER/OWNER**
382 Daniel Mandel _____
383 Print/Type Name Print/Type Name
384 2/14/2025 | 13:30 EST _____ at _____ o'clock □ am/ □ pm
385 Date at o'clock □ am/ □ pm Date
386 3920 N. Ocean Drive Riviera Beach 33404 _____
387 Address Address
388 Phone: _____ (H) _____ (Cell) Phone: _____ (H) _____ (Cell)
389 _____ (W) Email: _____ _____ (W) Email: _____

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

This form is copyrighted and may only be used in real estate transactions in which Todd Henon is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.