



# EXCLUSIVE RIGHT TO SELL AGREEMENT

This Exclusive Right to Sell Agreement is for the Property located at:

9 Metropolitan Oval, Apt 7A  
ADDRESS

Bronx CITY      10462 ZIP      3944 BLOCK #      4842 LOT #

10/21/2024 LISTING DATE      04/21/2025 EXPIRATION DATE

TO: BROKER June Lent

In consideration of listing and endeavoring to procure a purchaser for the property describe above, at the list price of \$ 215,000 with a possession date of 10/21/2024, Seller (the word "Seller" includes all seller whose signatures appear on the bottom of this Listing Agreement) hereby grants to the Broker, the Sole and Exclusive Right to Sell the above described property, based on the terms and conditions contained in this Agreement. Attached to this form is a Property Description Form which is incorporated by reference to this form.

Seller further agrees to pay Broker a compensation of 6%. If the compensation is a percentage, it shall be a percentage of the offering price or of any sales price accepted by the Seller. The compensation shall be earned by the Broker and payable to the Broker if the property is sold by the Seller, the Broker, or through any other source during the term of this Agreement.

Seller represents that this property is not and will not be Exclusive Listed with any other Broker during the term of this Listing Agreement. Seller further represents that this property is not and will not be Listed for Rent during the term of this Listing Agreement unless mutually agreed terms and conditions are negotiated with the Broker.

"As Seller you have the right to individually reach an agreement on any fee, compensation, or other valuable consideration with any Broker. No fee, compensation or other consideration has been fixed by any government authority or by any trade association or Multiple Listing Service."

Nothing in this Agreement is intended to prohibit an individual Broker from independently establishing a policy regarding the amount of fee, compensation or other valuable consideration to be charged in transactions by the Broker.

In the event the property, or any part of it, describe in this Agreement is subject of a written or other agreement by the Buyer and Seller or their Designees or is sold, conveyed, leased, or in any way transferred within 90 Days after the expiration of this Agreement to anyone to whom the Seller, Broker or the Broker's salesperson, sub-agent, (participating Broker/ Cooperating Broker) or Buyers' Broker/Buyers; Agent or Transaction Broker/Transaction Agent had introduced the property during the terms of this Exclusive Listing, the compensation as indicated above shall be earned by the Broker and payable to the Broker by the Seller, unless the Seller executes a new Exclusive Right to Sell Listing Agreement to take effect upon or anytime after the expiration of this Agreement.





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THE GONZALEZ PROPERTY GROUP LLC WARRANTS AND AGREES TO USE DUE DILIGENCE IN EFFECTING A SALE OF THE SUBJECT PROPERTY; IN CO-BROKERING THE SUBJECT PROPERTY TO PARTICIPATING BROKERAGE FIRMS AND IN ADVERTISING THE SUBJECT PROPERTY FOR SALE. THE GONZALEZ PROPERTY GROUP LLC, FURTHER WARRANTS THAT WITHIN THREE (3) BUSINESS DAYS AFTER EXPIRATION OF THE LISTING TERM, WE SHALL DELIVER TO YOU IN WRITING A LIST OF NO MORE THAN SIX (6) NAMES OF PERSONS WHO INSPECTED THE PREMISES DURING THE LISTING TERM WHO SHALL BE COVERED UNDER THIS AGREEMENT FOR 90 DAYS.

IF WITHIN THIS TIME A CONTRACT IS SIGNED TO SELL THE PREMISES TO A PERSON ON THE SAID LIST, WE SHALL BE ENTITLED TO THE COMMISSION PROVIDED FOR IN THIS AGREEMENT. YOU FURTHER AFFIRM THAT THERE ARE NO OTHER AGREEMENTS WHICH WOULD RESTRICT YOUR RIGHT TO PERFORM UNDER THIS AGREEMENT.

Seller represents that Seller is the owner of the above-described property and Seller has the full authority to enter into this Agreement. If this Agreement is executed by anyone other than the owner of the property, Owner represents that the individual or individuals is/are acting on behalf of the Owner and that the individual or individuals has/have furnished the /broker with a copy of that written authorization. Seller and Broker further represent that no other terms or conditions exist other than those that are contained in this Agreement.

I, June Lent as an authorized representative of The Gonzalez Property Group LLC  
NAME OF THE LICENSEE NAME OF FIRM

Intent to work with you as a:  Seller's Agent Only  Transaction Broker Only  
 Seller's Agent and Disclosed Dual Agent if the Opportunity Arises

OWNER #1 SIGNATURE [Signature] DATE 10/14/2024 OWNER #2 SIGNATURE [Signature] DATE 10/14/24

OWNER #1 NAME PRINT Desi Moreno-Penson OWNER #2 NAME PRINT Anthony Penson

OWNER #1 ADDRESS 9 Metropolitan Oval, Apt. 7A, <sup>Brook, NY</sup> 10462 BROKER'S REPRESENTATIVE SIGNATURE June Lent

OWNER TELEPHONE NUMBER (646) 401-4622 BROKER'S REPRESENTATIVE NAME (PRINT) DATE June Lent 10/14/2024

LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A BUYER. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT".

SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO.

THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE BUYERS WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS.

ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT OF 3% MINUS Zero (0) TO POTENTIAL COOPERATING BROKERS.

IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO BUYERS, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER.

BY SIGNING THIS LISTING AGREEMENT THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.

Exhibit H – Sample Listing Agreement Compensation Clause

**Compensation.** If, during the term of the Listing Agreement, the Property is sold, Seller shall pay compensation as follows:

- A. Listing Firm Compensation: 6 % of the Property's final sales price, or \$ TBD [insert dollar amount]

Where the Buyer chooses to be unrepresented by a brokerage firm, the Listing Firm compensation shall be 6 % of the property's final sales price, or \$ TBD [insert dollar amount].

- B. Buyer Brokerage Compensation: 3 % of the Property's final sales price, \$ TBD [insert dollar amount] shall be paid to the brokerage firm representing the Buyer ("Buyer Brokerage Firm"), including brokers affiliated with Listing Firm and representing Buyer. This offer to compensate Buyer Brokerage Firm may not be rescinded, withdrawn or reduced to any buyer and/or Buyer Broker Firm who notifies Listing Firm or Seller of their intention within the next 72 hours to submit an offer to purchase the Property. In all other instances, this offer may only be modified in writing and agreed upon by Buyer and Buyer Brokerage Firm. Buyer Brokerage Firm is an intended beneficiary of this Listing Agreement.

**Dual Agency:** If the Listing Broker is a disclosed dual agent, representing both Seller and Buyer, and both Seller and Buyer accept Listing Broker as a dual agent, compensation to the Listing Firm shall be 6 % of the Property's final sales price, or \$ TBD [insert dollar amount]

Compensation shall be due and payable whether the Property is sold to (a) an independent third party; (b) to the Board Managers or Directors of the building in which the Property is located (exercising its right of first refusal), or (c) to a current lease of the Property.