

RAL Resort Property Management, Inc.
11595 Kelly Road, Suite 301
Ft. Myers, FL 33908
Licensed Real Estate Broker
Phone: (239)481-9580 Toll Free: (877)481-9580
Fax: (239)481-9386

EXCLUSIVE LISTING AGREEMENT KAHLUA BEACH CLUB

OWNER: _____ CO-OWNER: _____

PHONE: Home () _____ Business () _____ Fax () _____

ADDRESS: _____

Street City State/Country Zip/Postal Code

<u>RESORT</u>	<u>UNIT #</u>	<u>WEEK #</u>	<u>SALE PRICE</u>
_____	_____	_____	_____
_____	_____	_____	_____

IF LISTED WEEK (S) IS OR HAS EVER BEEN FINANCED, PLEASE PROVIDE THE FOLLOWING:

Mortgage payment is/was made to: _____
 Phone# _____ Account # _____ Approximate Balance _____

CONDITIONS OF EXCLUSIVE LISTING AGREEMENT

1. This is an EXCLUSIVE LISTING AGREEMENT whereby Seller shall receive all proceeds after commission has been deducted upon the closing of the sale by RAL Resort Property Management, Inc. RAL Resort Property Management, Inc. shall determine the employing marketing methods, bear all costs associated with selling and deliver to seller the proceeds at time of closing, less any outstanding obligations as noted below.
2. Seller gives RAL Resort Property Management, Inc. the exclusive and irrevocable right to sell the property herein described at the price and terms set forth in this contract or at any other price or upon any other terms accepted by the Seller during this contract, upon which Seller agrees to pay RAL Resort Property Management, Inc. a commission of 20% of the sale price.
3. This contract shall be for a period of twelve months from the date set forth below.
4. In case of a sale of this property within the term of this agreement by RAL Resort Property Management, Inc., its agents, the undersigned owner(s) or any other broker or person, seller agrees to pay RAL Resort Property Management, Inc. a commission in the amount of 20% of the sales price.
5. In the event of a purchase within six months after the expiration of this agreement by any person, or anyone acting for any person, to any party introduced to owner(s) pursuant to this listing, or to any guests or owner at this resort, owner hereby agrees to pay a commission of 20% of listed price.
6. All proceeds from the sale of the property will be disbursed to Seller at closing.
7. This contract does not permit RAL Resort Property Management, Inc. the right to make use of the property except for the right to exhibit the property to prospective purchasers.
8. In the event of a sale of the property, notification to the management company will be the responsibility of RAL Resort Property Management, Inc.; notification to the exchange company will be the responsibility of the Seller.
9. In the event of default by purchaser, the earnest money shall be paid 50% to RAL Resort Property Management, Inc. and 50% to Seller after payment of title search fees, if any.
10. If clear title cannot be issued or if Seller defaults, Seller agrees to pay for any title search costs incurred.
11. Should RAL Resort Property Management, Inc. present an offer in full compliance with the terms of this agreement, which is refused by Seller(s), Seller(s) agree to pay RAL Resort Property Management, Inc. a commission of 20% of listed price.

TERMS AND CONDITIONS

Seller shall not be responsible for: title insurance recording fees
 Documentary stamps intangible taxes

Seller SHALL be responsible for: any outstanding obligation(s) against said property such as association fees, property taxes, special assessments, estoppels, judgments, or mortgages. Any outstanding obligation(s) shall be deducted from the PROCEEDS above at closing.

THERE IS NO GUARANTEE THAT YOUR TIMESHARE PERIOD CAN BE SOLD AT ANY PARTICULAR PRICE OR WITHIN ANY PARTICULAR PERIOD OF TIME.

Owner Signature: _____ Date: _____

Co-Owner Signature: _____ Date: _____

RAL RESORT PROPERTY MANAGEMENT, INC. _____ Date: _____

(Over)

TRANSACTION BROKER NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS TRANSACTION BROKERS DISCLOSE TO BUYERS AND SELLERS THEIR ROLE AND DUTIES IN PROVIDING A LIMITED FORM OF REPRESENTATION.

As a transaction broker, RAL Resort Property Management, Inc., provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly.
2. Accounting for all funds.
3. Using skill, care, and diligence in the transaction.
4. Disclosing all known facts that materially affect the value of real property and are not readily observable to the buyer.
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing.
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential.
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party.

Signature

Date

Signature

Date