

EXCLUSIVE SALE CONTRACT

---OF THE FIRST PART AS SELLING PARTY: _____

---OF THE SECOND PART: ROGER PROFESSIONAL REALTY, INC. -----

----- AGREE-----

---1. **THE SELLING PARTY** is the owner in full ownership of the property described below: _____

Located in: _____

with cadastre number: _____

---2. The real property that is the object of this contract includes the furnishings and/or personal property indicated below: _____

The items listed above will be delivered in their current condition ("as is"). -----

---3. **THE SELLING PARTY** contract the services of **ROGER PROFESSIONAL REALTY, INC.** to promote as an intermediary the sale of your property in order to get a client ready, willing and able to pay for the price stipulated here or the one agreed between **THE SELLING PARTY AND THE BUYING PARTY** for the term of

_____ months, from the date of granting this contract. **Exclusivity** means that **THE SELLING PARTY** must pay the commission agreed with **ROGER PROFESSIONAL REALTY, INC.** If you sell the property on your own or through another broker. -----

---4. The sale Price for the property, will be \$_____ (_____).
_____ I am _____ I am not willing to accept fair and reasonable offers. -----

---5. **THE SELLING PARTY** agrees to pay **ROGER PROFESSIONAL REALTY, INC.** a commission of _____ of the total value of the sale or exchange of your property, even if the sale or exchange is concluded after the term of this contract. -----

---6. **THE SELLING PARTY**, likewise, will be obliged to pay the commission if the sale, exchange or option is made within, twelve (12) months after the termination of this contract to any person or entity to whom **ROGER PROFESSIONAL REALTY, INC.** has shown you the property during the term of the same. -----

---7. **ROGER PROFESSIONAL REALTY, INC.** undertakes to diligently promote the sale of the property of **THE SELLING PARTY** by pre-qualifying potential buyers to facilitate the transaction and keep them informed of the course of their brokerage efforts. -----
_____ I am _____ I do not agree that the property is labeled. -----

---8. **THE SELLING PARTY** agrees to cooperate with **ROGER PROFESSIONAL REALTY, INC.** Providing you with all the information that is necessary, providing you with the documents that are required, as well as all the steps that are needed to finalize the sale. This includes showing plans of the property or land, if any, if none exist, it will show the points and/or boundaries to the best of its knowledge. -----

---9. The sums delivered by **THE BUYER** as a purchase option deposit will be deposited by **ROGER PROFESSIONAL REALTY, INC.** in a special account that does not earn interest as established by the Board of Real Estates Brokers.

---10. In the event that **THE SELLING PARTY** regrets selling its property after it is optioned and before the deed of sale is granted, it will pay **ROGER PROFESSIONAL REALTY, INC.** the entire commission agreed for the sale price. If he repents before obtaining a potential buyer, he will pay **ROGER PROFESSIONAL REALTY, INC.** the amount of **FIVE HUNDRED DOLLARS (\$500.00)** for concept of operating expenses without the need to present evidence to justify said amount. This will be required immediately if it is notified or by its actions said repentance is made clear. -----

The unilateral modification or alteration of the terms of this contract by **THE SELLING PARTY** will be understood as repentance. -----

---11. **THE SELLING PARTY** undertakes to report any type of lien or debt that exists on the property to **THE BUYING PARTY**. **ROGER PROFESSIONAL REALTY** recommends that the selling party carry out a title study to prevent or identify any legal situation that may delay the process. -----

---12. **THE SELLING PARTY** states that the property has a mortgage(s) that is (are) encumbered, which (s) have (s) an approximate balance of \$_____. **THE SELLING PARTY** understands and accepts that in the event that the cancellation balance(s) issued by the creditor(s) is (are) higher or lower than the amount (s)

expressed (s), will not affect the sale process and will be obliged to comply with this contract. **THE SELLING PARTY** understands and agrees that **ROGER PROFESSIONAL REALTY, INC.** is not responsible for differences between the cancellation balance issued by the creditor (s) and the one previously expressed. -----

---**THE SELLING PARTY** states that the property does not have a mortgage. -----

---13. **THE SELLING PARTY** expresses that the information offered in this contract is correct according to its best understanding. -----

---14. The commission, terms and conditions in this contract are not established by law and are subject to negotiation between **THE SELLERS** and **ROGER PROFESSIONAL REALTY, INC.**-----

---15. **According to LAW NO. 271 OCTOBER 6 1998**, this contract will not be automatically renewed. -----

---16. **According to LAW NO. 93 OF MAY 2006**, requires every Real Estate Brokers or Seller to notify and guide the owner prior to the signing of the brokerage contract or the prospective buyer prior to the granting of a purchase and sale option contract in writing and as a party of the same, on the need and convenience of carrying out a physical inspection of the property by a professional duly licensed by the Commonwealth of Puerto Rico. -----

---17. That the Real Estate Broker guided **THE SELLING PARTY** on the dangers of lead-based paint on properties built before 1978 and its consequences, as provided by law. It is also clarified that **THE SELLING PARTY** received from the **BROKER** the brochure entitled:

Protect Your Family from Lead in Your Home, for more information on the dangers of lead. -----

---18. **THE PARTIES** acknowledge that this contract is subject to the provisions of the applicable of laws and that any breach arises, it is exposed to the legal procedures in the corresponding courts. -----

----- **SALVITY CLAUSE** -----

In the event that any of the clauses of this contract is declared void by a court or by law, this will not invalidate the other clauses of the contract. -----

In _____, Puerto Rico, on ____ of _____ 20 _____. Expiration date: _____ of _____ of 20 _____.

SELLING PARTY

SELLING PARTY

Postal Address: _____

Postal Address: _____

Phone: _____

Phone: _____

Civil Status: _____

Civil Status: _____

Postnuptial Agreement: ____ Yes ____ No

Postnuptial Agreement: ____ Yes ____ No

Núm. ID: _____

Núm. ID: _____

E-mail: _____

E-mail: _____

Completed by: _____

Signed: _____

Lic. Number _____