

REAL ESTATE LISTING AGREEMENT

BROKERAGE: FLORIDA LUXURY REALTY, INC

BROKER OF RECORD: CONNIE BARRETT

HILLSBOROUGH: (888) 670-9444 PINELLAS: 727-372-6611 PASCO: 727-862-4447 HERNANDO: (866) 781-8307

Owner(s): JOANN K DERBY

Owner Citizen of United States: Yes No If No, Citizen of _____

Subject Property Address: 1018 ARLINBROOK DR TRINITY FL 34655-4554

Effective Date: 01/21/2012 Expiration Date: 10/22/2012 with 180 day Protection Period

Listing Price: \$229,900 Brokerage Fee: 6.0 % of Sold Price + \$250.00 Administration Fee

Legal Description: TRINITY OAKS SOUTH PB 30 PGS 89-103 LOT 407 OR 3560 PG 156

Tax ID: 35-26-16-0040-00000-4070

Brokerage Sign: Yes NoLockbox: Yes No Instructions: _____

Special Terms: _____

1. EXCLUSIVE RIGHT TO SELL LISTING: Owner hereby grants to Broker an EXCLUSIVE RIGHT TO SELL LISTING for the period to procure a prospect ready, willing and able to enter into a transaction with Owner on Owner's property in accordance with the terms and conditions as set forth herein, or upon lesser price, terms and conditions acceptable to Owner (BROKERS Service). The term "Transaction" includes the sale, lease, option (at the time of exercise thereof), or exchange of the Owner's property.

2. GENERAL TERMS: BROKER agrees to use earnest and continued effort to procure a transaction on Owner's property during the listing period. Owner agrees to refer to the BROKER all inquiries received concerning the property during the term of the listing. Owner agrees to provide BROKER with access to the property at reasonable times and permit BROKER to place transaction sign and lockbox on the property if so indicated herein. Owner authorizes BROKER to advertise the property and to publish information and updates thereof concerning the property in the Multiple Listing Service ("MLS") of an Association of REALTORS ("Association") and such cross-listing services as may be established. If a lockbox is permitted by Owner on the property, Owner agrees BROKER, the Board and its members, shall not be responsible for its unlawful or unauthorized entry or use. Owner agrees that the property shall be offered without respect to race, color, religion, handicap, familial status, sex, national origin, or any other illegal discrimination. Owner represents to BROKER that its citizenship as indicated herein is true and correct. Owner understands that legal and tax counseling is advisable prior to entry into any transaction and special legal and tax counseling is advisable if Owner is not a U. S. citizen.

3. BROKERAGE FEE: Owner agrees to pay BROKER for BROKER'S Service fee set forth if a prospect is procured for a transaction by anyone, including Owner, another Broker, or member of the MLS during the listing period. If a transaction is entered into or consummated regarding Owner's property within the subsequent protection period set forth herein, to any prospect whom BROKER, subagent, other member of the MLS, or any other person has presented the property prior to the final termination of this listing agreement.

4. BROKERAGE FEE PAYMENT: BROKER'S fees are earned when the BROKER'S Service is performed and payable on or before settlement. In the event a transaction is entered into and the prospect fails or refuses to consummate the transaction through no fault of the Owner, and the Owner elects to retain the earnest money deposit in full satisfaction of the default of the prospect, then the parties agree that the BROKER shall be entitled to one half thereof, but not exceeding the brokerage fee or fee otherwise due, in full satisfaction of payment for BROKER'S Services pertaining to the Owner's obligation in this transaction. If the transaction shall not be entered into or consummated because of the failure or refusal of the Owner to perform, in accordance with these listing terms or the terms of the transaction as applicable, the full brokerage fee shall be immediately due and payable to the BROKER upon demand. Should the BROKER be required to institute legal proceedings to obtain payment of its brokerage fee, then the prevailing party in such proceeding shall be entitled to recover its reasonable attorney's fees and costs incurred, including reasonable attorney's fees and cost of appeal, if any. The parties further agree that with respect to any litigation arising out of this contract the proper jurisdiction and venue shall be the courts in which the property is located.

Seller Initial: (JO) ()

5. PROPERTY WITHDRAWAL: In the event the Owner desires to withdraw the property listed from the market due to a substantial change of circumstances involving the property and prior to the time an offer is submitted substantially conforming to the listing terms, the BROKER agrees to such withdrawal under certain terms and conditions which are as follows:

- A. **The Owner shall pay to BROKER a Withdrawal Fee of \$500.00.**
- B. A brokerage fee shall be due BROKER, notwithstanding property withdrawal, if the Owner enters into a transaction during the listing period or protection period, as applicable, for which a brokerage fee would otherwise be due under paragraphs 3A or 3B of this agreement. Should such a transaction occur, Owner agrees to pay BROKER the brokerage fee otherwise due herein less the Withdrawal Fee.

6. TITLE TO PROPERTY: Owner represents that the title and right to possession of the property is free of encumbrances and defects which cannot be removed prior to settlement and will provide title insurance as may be required to consummate the transaction. Owner, as signed below, further represents that Owner has the necessary authority to enter into and consummate a transaction of the property and will execute and deliver all transaction documents in a timely fashion.

7. LATENT DEFECTS: Owner understands that Owner has the obligation to fully disclose all latent defects of the property to prospects which may materially affect the value or desirability of the property and Owner has no knowledge of any such latent defects other than those set forth herein. Latent defects noted by Owner will be disclosed by BROKER as Owner's agent to transaction as per Seller Property Disclosure Statement.

8. MLS MARKETING: Many real estate companies have a presence on the Internet where they conduct on-line real estate brokerage. When brokers provide services on-line to consumers who have registered on the brokers' websites, and meet all of their MLS rules regarding this specific practice, those sites are known as Virtual Office Websites (VOW). This delivery of brokerage services on-line is distinct from simply advertising properties on the Internet. As a seller you have specific rights to what can be included alongside your property when it is displayed on VOWs. As this new technology is implemented further you can specifically instruct your listing broker on the following items:

- A. Inclusion of Automated Estimate of Market Value - Automated valuations provide an almost instant value for your property generated by a computer program. Since this estimated value is being created by a computer it is possible it may not match the listing price; so there could be a display that shows two prices - the list price you established, and what the computer believes is the "actual" the value of your property. The computer-generated value could be lower, higher or the same as your price.
- B. Inclusion of comments or reviews of your property listing - A VOW could set up the ability for members of the public to post comments or remarks about your property that would show up along with your property listing on that site. For example, comments could say "great listing, great location" or they could also say "run down property, needs updating."

Florida Luxury Realty may advertise my property address online. YES (JW) NO

Florida Luxury Realty may allow Blog Comments about my property online. YES (JW) NO

Florida Luxury Realty may allow Auto Valuation on my property online. YES NO (JW)

9. ACKNOWLEDGEMENT: Owner and BROKER agree that this constitutes the entire listing agreement between them and may only be modified, extended or cancelled by written agreement between them. Included in this listing agreement is a written property profile sheet attached hereto. Owner hereby represents all statements contained herein to be true and accurate to the best of his knowledge and belief, and agrees to hold BROKER, BROKER'S agent, and any cooperating Brokers harmless from any liability in connection therewith.

10. SHORT SALE: Under a short sale circumstance BROKER is not claiming that the owner's mortgage will or will not be satisfied. BROKER is only providing BROKER Services to result a sale of the property. If owner has direct questions on how the sale may or may not affect them legally or financially, owner has been advised to consult a real estate attorney prior to a closed transaction.

11. HOME WARRANTY: You can elect to purchase a home warranty plan that will cover major repairs for the first 12 months of the buyer's ownership. You acknowledge that you have been provided a home warranty brochure by Florida Luxury Realty outlining the benefits of obtaining home warranty coverage in conjunction with the sale of your home. () Accept (X) Decline

ACCEPTED BY (Must be signed by BROKER or authorized agent)

DATE

Lori J. Czaya

SALESPERSON OF RECORD

OWNER SIGNATURE

DATE

OFFICE USE: GTAR PRO WPBOR 1248 Seven Springs Blvd NPR, FL 34655 7407 SR 52 Hudson, FL 34667