Merritt Realty Corporation

261 S. Tamiami Trail Nokomis, FL 34275

Sign Agreement

1. Agreement for placement of a sign for sale or lease on the real property hereinafter described (the "Property") by Merritt Realty Corporation ("Broker"), and _____ _____("Owner"). Owner hereby grants to Broker the right to place a sign on the Property for a period commencing _____ day of _____, 202__ and ending at a future date not specified by this agreement.(the "Term").
The Property Street Address: _____
_____
Legal Description: _____
_____
_____Parcel ID:_____

References herein to the Property shall be understood to include portions of the Property.

2. Owner agrees to participate with Broker and further agrees to sign commission agreement(s) with Broker in the event Broker procures a Buyer who is ready, willing and able to; purchase, leases, option, or any other condition that would constitute a transaction at a time prior to Broker showing Property to potential Buyer.(See attached Commission Agreement Forms) Commission is to be paid by Owner to Broker as negotiated by Commission Agreement Form at the time a prospective Buyer is registered by Broker with Owner. The Commission will not be an amount less than; (a)_____ of the gross sales price, (b) _____ of the gross lease amount, (c) Other:_____
Commissions may be an amount grater than the amount specified above.

3. Owner and Broker agree that the Property will be offered in compliance with all applicable anti-discrimination laws.

4. Owner agrees that Broker may terminate this agreement at any time by providing written notice to Owner. Broker may remove sign from property at any time in the Broker's sole discretion. Should Broker remove sign Broker is required to make an effort to restore Property to its original condition.

5. Owner will provide keys or access to the Property and make the Property available for Broker to show during reasonable times. Owner will inform Broker prior to leasing, mortgaging, or otherwise encumbering the property. Broker is exclusively authorized to advertise the Property and, exclusively, to place a sign(s) on the property if, in Broker's opinion, such would facilitate the sale of the Property. Owner may cancel this agreement at any time by providing written notice to Broker. Owner agrees to notify Broker of cancellation of agreement, so Broker may remove sign from Property. Owner agrees to allow Broker seven (7) calendar days to remove sign from Property. Owner and its counsel will be responsible for determining the legal sufficiency of a purchase and sale agreement and other documents relating to any transaction contemplated by this Agreement.

6. Owner agrees to disclose to Broker and to prospective purchasers and tenants any and all information which Owner has regarding present and future zoning and environmental matters affecting the Property and regarding

the condition of the Property, including, but not limited to structural, mechanical and soils conditions, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks, in, on, or about the Property. Owner will immediately inform Broker of any material facts that arise after signing this Agreement. Broker is authorized to disclose any such information to prospective purchasers or tenants. Owner represents there are no material facts (pending code citations, building code violations, unobserved defects, ect.) other than the following: _____

_____

_____

7. Owner represents that it is the owner of the Property and that, except as may be set forth in an addendum attached hereto, no person or entity who has an ownership interest in the Property is a foreign person. as defined in the Foreign Investment in Real Property Tax Act (commonly known as "FIRPTA").

8. Owner acknowledges that Broker in some cases may represent prospective purchasers or tenants. Owner desires that the Property be presented to such persons and entities and hereby consents to Broker acting, in such event, as a transaction broker for both Owner and a prospective purchaser or tenant if the same licensee representing Owner should represent such prospective purchaser or tenant. If a licensee of Broker different from Merritt Realty Corporation the licensee(s) representing Owner should represent such prospective purchaser or tenant, then Owner consents to Designated Agency created thereby. Broker shall not disclose the confidential information of one principal to the other. In the event that the licensee(s) named above becomes incapacitated or terminates his/her employment with Broker, Broker shall have the right to substitute a licensee of similar skill and experience, subject to Owner's approval, which approval shall not be unreasonably withheld.

9. In the event that the Property comes under the jurisdiction of a bankruptcy court, Owner shall immediately notify Broker of the same.

10. In the event of any dispute between Owner and Broker relating to this Agreement, the Property or Owner's or Brokers performance hereunder, Owner and Broker agree that this agreement will be construed under Florida Law and such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state of Florida. The arbitrator(s) shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary, or similar type damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses, including the costs of the arbitration proceeding, and reasonable attorneys' fees. Should Broker become due a commission hereunder, Owner hereby consents to Broker filing a claim for lien with the Recorder of Deeds for the county in which the Property is located, satisfying the requirements of Sec. 475-42(j), Florida Statutes Annotated. Upon payment of the commission described in the claim for lien, Broker shall provide Owner with a recordable release therefore.

11. In the event that Owner lists the Property with another broker please notify Broker so Broker may remove sign from the property in a timely manner.

12. Each signature to this Agreement represents and warrants that he or she has full authority to sign this Agreement on behalf of the party for whom he or she signs and that this Agreement binds such party.

13. This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration, cancellation or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This Agreement shall be binding upon, and shall benefit, the heirs, successors and assignees of the

parties. In the event any clause, provision, paragraph or term of this Agreement shall be deemed to be unenforceable or void based on any controlling state or federal law, the remaining provisions hereof, and each part, shall remain unaffected and shall continue in full force and effect.

14. The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

15. Owner authorizes Broker to: (a) Advertise the Property at the Broker's sole discretion in newspapers, publications, computer networks, including the internet and other media; place appropriate transaction signs on the property, including "For Sale" signs and "Sold" signs (once Owner signs a sales contract); and use Owner's name in connection with marketing or advertising the Property. (b) Obtain information relating to the present mortgage(s) on the property.

16. Owner indemnifies Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, including attorney's fees, and from liability to any person, that Broker incurs because of (a) Owner's negligence, representation, misrepresentation, actions or inactions, (b) the existence of undisclosed material facts about the Property, (c) a court or arbitration decision that a Broker who was not compensated in connection with a transaction is entitled to compensation from Broker. This clause will survive Broker's performance and the transfer of title.

17. Special clauses:

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_____

_____

_____

This contract is intended to be binding. Broker makes no representation as to the legal effect, legal sufficiency, or tax consequences of this Agreement or the transaction contemplated herein. If you do not fully understand this contract, consult an attorney and/or accountant before you sign it.

By signing below, Owner understands and agrees to all of the terms and conditions of this Agreement and hereby acknowledges receipt of a copy of this Agreement.

Owner: _____ Date _____

_____

Owner: _____ Date _____

_____

Authorized Listing Associate or Broker: _____ Date _____

_____

Merritt Realty Corporation ~ 261 S. Tamiami Trail, Nokomis, FL 34275
Terry A. Purdy, Broker ~ Direct: 941-320-6079