

To: Kimberly Hunt  
Fax: 386-238-8377  
E-mail: execadmin@selbyrealty.com

**SAGO PALMS MOBILE HOME PARK**

**CONFIDENTIALITY, BROKERAGE COMMISSION AND REGISTRATION AGREEMENT**

SELBY REALTY, INC. ("SELBY") has been retained exclusively by the legal owner (the "Owner") as its exclusive real estate broker and agent in connection with the sale of the project known as **SAGO PALMS MOBILE HOME PARK, 2395 & 2401 N. Woodland Blvd, Deland, FL.**

THIS AGREEMENT (Page 1 of 3) dated \_\_\_\_\_, 2011 (the "Effective Date") by and between SELBY and \_\_\_\_\_ (the "Broker") shall be binding upon the parties to this Agreement and each party understands and assents to the following terms:

1. Broker represents and warrants that it has been formally engaged by \_\_\_\_\_ (the "Prospect") of \_\_\_\_\_ (the "Prospect Company", the prospective purchaser as its sole agent, real estate broker and representative for the Property. The Broker's registration shall be effective for one hundred eighty (180) calendar days from the Effective Date of this Agreement or the expiration of Selby's Right to Sell Agreement. Broker and Prospect acknowledge that Selby is acting as agent for the Owner of the Property and that Selby will be compensated by the Owner. Broker represents and warrants that it is a licensed real estate broker in the state of Florida with a license in good standing with the Florida Real Estate Commission.
2. Any communication written or orally communicated by Selby, Owner, or its affiliates shall be privileged and treated as confidential material (the "Information") and is solely for the benefit of Prospect.
3. Neither the Owner, Selby, nor any of their respective officers, directors, employees, representatives or agents, make any representations or warranty, express or implied, as to the accuracy or completeness of any information provided, or to the quality or fitness of the Property: and no legal liability is assumed or is implied by any of the aforementioned parties with respect thereto. Any person or entity interested in purchasing the Property shall rely only on its own due diligence and investigation of the Property. While the information provided is from sources deemed reliable, it has not been independently verified or audited and is provided subject to errors, omissions, change of status, or prior sale.
4. Prospect and Broker agree at no time to make inquiry regarding the Property or negotiate with any person who has an ownership, security, or mortgage interest in the Property. Prospect and Broker agree at no time to contact directly or indirectly existing service providers, managers, employees, or tenants of the Property, without the prior written authorization of Selby.
5. Prospect and Broker agree not to inspect or visit the Property without prior authorization of Selby. All inspections, visits, or tours of the Property shall be scheduled and organized by Selby.
6. It is agreed that, the Prospect is acting as a principal and has had no dealings, negotiations or consultations involving the Property with any real estate broker other than Selby and Broker.
7. If you do not wish to pursue this matter, kindly return the property information to Selby.
8. Broker and Prospect agree that no release to the press, advertisement, or disclosure shall be made without written authorization and approval of said release or communication by Selby and Owner.

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9. Broker's total real estate brokerage commission shall be three percent (3%) of the gross sale price of Property (the "Co-Brokerage Fee"). Broker acknowledges that the total real estate brokerage commission received by Selby may differ from the Co-Brokerage Fee paid to Broker. Selby's obligations outlined in this Agreement including its obligation to pay Broker the Co-Brokerage Fee shall be conditioned upon Selby's receipt of payment from owner and Selby's performance under its own obligations and engagement as Owner's agent.

10. No commission, compensation, consideration, or Co-Brokerage Fee shall be earned by the Broker if Prospect becomes involved with Selby regarding another transaction or if Selby earns a real estate brokerage commission for a transaction or service not directly related to the Property and Owner. No commission or Co-Brokerage Fee shall be earned by Broker if Prospect surrenders its deposit, earnest money, or consideration and fails to acquire the Property or defaults under the terms of a purchase and sale agreement or binding letter of intent.

11. Broker and Prospect shall defend, hold harmless and indemnify Selby against any claim by any third party for a brokerage commission owed in reference to the sale of the Property. In the event suit is brought under this Agreement, the prevailing party shall be awarded attorney's fees and costs through appeal. This paragraph shall survive the expiration of this Agreement. This Agreement shall be governed by, and construed in accordance with, Florida law, and venue for any action arising hereunder shall be in Volusia County, Florida.

**Please return the entire three page agreement via fax or E-mail. Hand written modifications to this agreement will not be accepted.**

**SIGNATURES ON FOLLOWING PAGE**

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**BROKER**

(Company Name): \_\_\_\_\_ Date: \_\_\_\_\_

By (Signature): \_\_\_\_\_ Tele# \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address/City/State: \_\_\_\_\_

\_\_\_\_\_  
Email: \_\_\_\_\_ Fax#: \_\_\_\_\_

**PROSPECT**

(Company Name): \_\_\_\_\_ Date: \_\_\_\_\_

By (Signature): \_\_\_\_\_ Tele# \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address/City/State: \_\_\_\_\_

\_\_\_\_\_  
Email: \_\_\_\_\_ Fax#: \_\_\_\_\_

**PLEASE INCLUDE COPY OF BROKER'S AND PROSPECT'S BUSINESS CARDS**

**ACCEPTED BY: Selby Realty, Inc.**

Selby (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Name: Dwight C. Selby Title: President