

**NON - EXCLUSIVE LISTING AGREEMENT**

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, between, \_\_\_\_\_ hereinafter referred to as the "Seller", and RE/MAX Los Delfines, hereinafter referred to as the "Broker/Agent", with registered offices situated in Club de Golf Los Delfines S.A., Playa Pochote, Paquera, Puntarenas, Costa Rica. The EXCLUSIVE right to sell the indicated property, including chattels (hereinafter collectively called 'Property') at the price, terms and conditions hereinafter mentioned in the Schedule.

**1. Property Location/Description:** \_\_\_\_\_

**Unit #:** \_\_\_\_\_ **Town/City:** \_\_\_\_\_

**2. List Price:** \$ \_\_\_\_\_

**3. Duration of this Agreement:** A period of \_\_\_\_\_ days calculated from the date of this Agreement.

4.  **Exclusive:** The Seller agrees that during the Listing Period the Seller shall not enter into any other contract or agreement for the marketing, sale or disposition of the Property.

**Non-Exclusive:** The Seller has the right to list the property with other parties.

**5. Commission:** The Seller agrees to pay a commission of 6% from the total selling price to the Broker/Agent at the time of closing, plus the 13% sales tax on the total commission as mandated by Costa Rica law. If sold by an independent 'Agent', they are entitled to, but not greater than, 50% of the commission (3%).

**6. Other Conditions:**

- (1) The Seller shall make the property available to the Broker/Agent for showing at reasonable hours.
- (2) The Broker/Agent is hereby authorized by the Seller to deal with other real estate agents and/or sales persons as co-brokers in matters relating to the said property.
- (3) The Seller hereby certifies that they are allowed, by law, to sell or otherwise deal with this property.
- (4) Should any Prospect, initially introduced by the Broker/Agent, eventually re-enter into negotiation with the Seller, and effect a sale within six months after the expiration of this Agreement, the Seller agrees to pay to the Broker/Agent the commission agreed upon.
- (5) The Seller agrees to instruct their attorney to pay all brokerage fees, plus applicable taxes, from the proceeds of the sale, and to include the said commission payable in the Agreement for Sale.
- (6) The Seller hereby acknowledges and confirms that the Broker/Agent's right to the commission specified in 'clause 5' above shall continue and be enforceable and shall continue after the expiration/termination of this Agreement.
- (7) Should the Seller withdraw the property before Agreement expires, the Seller agrees to pay the expenses incurred by the Broker/Agent incidental to the Broker/Agent's efforts to procure a sale of the said property during the period of this Agreement

**7. Arbitration Clause:** Any and all disputes, claims, differences, disputes or controversies arising out of or in relation to any aspect of this Agreement, its business matter, performance, liquidation, interpretation, validity or any breach thereof, shall be resolved by arbitration in accordance with the bylaws of the International Center for Conciliation and Arbitration of the Costa Rican-American Chamber of Commerce ("CICA"). The parties hereby agree to submit voluntarily and unconditionally to its rules and bylaws and claim knowledge thereof.

**8. Indemnification:** The Seller agrees to indemnify Broker/Agent for any costs or damages suffered by the Broker/Agent as a result of misrepresentation made by Seller regarding any and all information to do with the Property, or any undisclosed or withheld information that can jeopardize the integrity of the Property after the closing date.

**9. Forfeiture of Deposit:** In the event that a deposit or binder by a Purchaser is forfeited, said monies are to be split equally but not to exceed the Broker/Agent commission.

**10. Financing Agreement:** In the event that the Seller enters into a Financing Agreement with the Purchaser, the full commission shall be paid when the Seller receives the first payment from the Purchaser.

**11. Signage:** The Seller grants permission for the Broker/Agent to place a "FOR SALE" sign on the property: YES \_\_\_\_\_ NO \_\_\_\_\_

**12. Management of Funds:** The Seller authorizes the Broker/Agent to receive any monies paid, as a deposit or binder, in regards to the sale of the Property. The Broker/Agent will hold all deposits in escrow and all funds, less the real estate commission and applicable wiring fees and taxes, will be disbursed to the Seller once registration has taken place.

IN WITNESS HEREOF the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNED by the PRINCIPAL \_\_\_\_\_ In the presence of \_\_\_\_\_

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