

INSTRUCTIONS

- 1) Please read carefully the agreement provided before signing it. If there are any questions, use our email address to send us your query.
- 2) This is an interactive PDF form which could be filled with your computer or laptop's keyboard. A recent version of Adobe Acrobat or Adobe Reader would work perfectly. All you need to do is click on each field, and start typing.
- 3) On the third page, where you're asked to sign, please sign with a pen. However, the line below the signature, could be filled out with the keyboard as well. **NOTE: don't fill out the 'Date of Agreement' field. We will do that after we sign the agreement.**

If your computer or laptop doesn't have Adobe Acrobat, nor Adobe Reader, you could if you wish, download a free copy of Adobe Reader. Otherwise, fill out the agreement manually with a pen. We appreciate if you write all information legibly.

- 4) Please initial each page on the top right corner.
- 5) Once all information has been filled, the agreement printed and signed, plus initialized, then scan all pages, preferably as a **PDF format**. Try to avoid using JPG if your scanner has that option. **DO NOT PHOTOGRAPH THE AGREEMENT**, it will not be accepted.
- 6) After the agreement is scanned, return the PDF of the 3 pages to our email address.
- 7) We will sign the agreement as soon as received and send you back a copy.
- 8) All information you would need to know regarding the property, is found on our website: **www.bahiaoasis.com**. All the facts are there. If you however can't find what you're looking for, then please contact us by email.
- 9) We will provide the photographs you need for advertisement. Simply let us know the size and how many.
- 10) If your agency doesn't place a watermark on the images, let us know. We will place a watermark ourselves. We don't want other real estate agencies stealing the images to sell our property without our permission. We are being very selective about which agencies represent our property.

OPEN LISTING AGREEMENT

PROPERTY FOR SALE: Sitio Porto de Sol, S/N, Praia de Mogiquiçaba, Mogiquiçaba, Municipality of Belmonte, Bahia, Brazil CEP - 45803-000

Sellers: Gilberto Juan Lopez and Lucia Valeria Rapier

As the sole legal owners of the property described above, we, Gilberto J. Lopez and Lucia V. Rapier, authorize the following real estate agency to promote and sell our property:

(PLEASE NOTE - fields below in BLACK will be included in the 'Contact' page of our website)

Real Estate Agency:	<input type="text"/>
Owner/Chief Broker:	<input type="text"/>
Contact Person:	<input type="text"/>
Address:	<input type="text"/>
Phone / Cell:	<input type="text"/>
E-Mail:	<input type="text"/>
Website:	<input type="text"/>
WhatsApp:	<input type="text"/>
Skype:	<input type="text"/>

The real estate agency above, also referred herewith as the '**Representative**,' promises to adhere to the following conditions and commitments:

1. If the 'Contact Person' from the real estate agency is signing this agreement, he or she has to obtain formal permission from the owner or chief broker prior to signing and agreeing to the terms.
2. The sales commission will be 5% (**five percent**). The Representative only has the right to this commission **if their agency finalizes the sale of the property for the amount agreed by the Sellers**. The 5% commission will be based on the amount the property was sold for. The commission **will only be paid to one entity and not until the Buyer pays the Sellers 100% of the amount due**.
3. The Sellers will not pay a commission to the Representative if it introduced a Buyer but that Buyer buys the property through a different real estate agency. If the Representative wants to protect their interests against this possibility, it must have a **Buyer's Broker Agreement** or **Buyer Representation Agreement** with their client. **The Sellers will only pay the commission to the real estate agency selling the property.**
4. If the Representative wants to promote the property together with one or more partner agencies, the Representative becomes fully responsible for those partners adhering to all

clauses in this agreement. Be aware that only agencies signing this agreement will be listed on www.bahiaoasis.com as “Authorized Representatives.”

5. If a Buyer is interested in visiting the property, the Representative must contact the Sellers at least **48 hours in advance of such visit**. Visits must be scheduled between the hours of **9:00 A.M - 3 P.M.** Under no circumstance will the property be shown at any other time.

6. The Sellers reserve the right to change the selling price or any information found on their website: www.bahiaoasis.com. We strongly recommend for the Representative to first look at this website before informing potential Buyers about the selling price.

7. Upon written request (**via email**), the Sellers will provide the Representative with copies of documents evidencing the Sellers’ legal ownership. Please keep in mind the documents will be in Portuguese and the paper size is A4 and not Letter size as used in some countries.

8. The personal contents inside the main house, such as furniture, decorations and other items, are not part of the selling price, but they are negotiable. Art work, such as paintings, photographs, etc., are also not included but negotiable. The Representative **will not** receive an additional commission from the sale of art work to the Buyer, nor for any other reason related to art works.

9. The Representative is fully responsible while visiting the Seller’s property. Such responsibility not only applies to expenses accrued, but also to any mishaps that could occur to the Representative’s agent, the Buyer, or any other person visiting the property, either in the process of getting to it, or while they are inside the property.

10. The Sellers reserve the right to withdraw the property from sale at any time and for any reason without any monetary obligation to the Representative.

11. If a person is interested in buying the property, he or she must provide a 15% deposit of the agreed selling value. **Sellers have the right to keep the deposit, and void the sale, if the Buyer delays the closing process longer than 150 days.** If this was to happen, the 5% commission would only apply to the value of the deposit, minus any legal expenses accrued by the Sellers, and only if that money is judicially released and available.

12. The Sellers are willing to sell the property in installments, but only if **ALL** installments are paid within a period of **6 months**. Additionally, the buyer cannot move into the property until **a minimum of 30 days** after the last installment has been paid (**the 30 days also apply if the Buyer pays in full**). **Once the first installment is paid, the purchase of the property becomes concretized and irreversible making both the installments and deposit nonrefundable.**

13. To avoid possible misunderstandings or disagreements, all communications between the Representative and the Sellers, must take place through e-mail. This includes all questions. By doing so, all conversations and facts will be preserved. The email address is: contact@bahiaoasis.com. If however there is an **urgent** need to contact the Sellers, please call **(55) 73-99924-5144**.

14. The Sellers reserve the right to terminate the relationship with the Representative at any time for not adhering to conditions mentioned above; or for any unethical action viewed by the Sellers to be against their best interest. Nothing will be owed to the Representative if this contract is revoked before the Representative has sold the property.

15. Any dispute arising from this agreement will be litigated at the Municipal Court of Belmonte, Bahia, Brazil.

Signature: Person Authorized by the Representative

Print Name of Person Signing Above

Seller: Gilberto Juan Lopez

Seller: Lucia Valeria Rapier

Date of Agreement