



## **OFFER INSTRUCTIONS**

32 Fairhaven Glen Trail, Ponte Vedra, FL 32081

Please submit your offer on FAR/BAR "AS IS" contract in PDF format and include necessary disclosures & addenda, signed by buyers, from the "Documents" tab on MLS, as well as proof of funds or pre-qualification letter. Seller is offering a 2.5% Seller to Buyer's Broker co-op, as noted on the accompanying Compensation Agreement.

Title Company
River City Title
11512 Lake Mead Ave. | Ste. 606
Jacksonville, FL 32256
(904) 990-9600
jody@rivercitytitle.com

Sellers
John Los Hornyak & Darlene M Rollar, H/W

Thank you for submitting your offer!

## **Compensation Agreement - Seller to Buyer's Broker**



| 1. | <b>PARTIES</b> |
|----|----------------|
|    |                |

|  |  | _ ("Buyer's Broker")                    |
|--|--|---|
| and  |  |   |
| Seller:  | JOHN LOS HORNYAK & DARLENE M ROLLAR  | ("Seller")                              |
| 2. PROPERTY  |  |   |
| Property Address:  | 32 FAIRHAVEN GLEN TRL, PONTE VEDRA, FL 32081   |   |
|  | (insert address)   |   |
|  |  | _ ("Property") listed l                 |
|  | PONTE VEDRA KEY REALTY   | ("Seller's Broker")                     |
|  |  | _ ( 300. 3 2.0.0. ).                    |
| 3. TERM  |  |   |
| This Compensation A  | greement takes effect when a fully executed copy has been delivered to al  | I parties to this                       |
| Agreement and will re  | main in effect for (if left blank, then 30) days ("Term").   | In no event shall the                   |
|  | termination date of Seller's Broker's current listing of the Property, includin  |   |
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 Rev 7/24
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 ► Form

Seller acknowledges that compensation paid to Buyer's Broker is for services Buyer's Broker provided to buyer.

## 5. DISPUTE RESOLUTION

All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation with a mediator agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:

| Arbitration: By initialing in the space provided, Sellgru(H D)MR ) and Buyer's Broker or Authorized         |
|---|
| Associate () agree that disputes not resolved by mediation will be settled by neutral binding               |
| arbitration in the county in which the Property is located in accordance with the rules of the American     |
| Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or   |
| litigation to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own |
| fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and      |
| administrative fees of arbitration.   |

## 6. MISC. CLAUSES

This Agreement will be construed under Florida law. Electronic signatures will be acceptable and binding.

Broker's commissions are not set by law and are fully negotiable. In no event will Buyer's Broker's compensation exceed the amount of compensation in the written agreement with buyer.

| Seller                         | Seller                  |
|--------------------------------|-------------------------|
| John Los Hornyak               | Darlene M Rollar        |
| Seller's Signature             | Seller's Signature      |
| Date: <u>11/15/2024</u>        | Date: <u>11/15/2024</u> |
| Buyer's Broker                 |                         |
| Broker or Authorized Associate |                         |
| Date:                          |                         |

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Seller (LH ) (PMR) and Buyer's Broker (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 2. The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.

> Form Simplicity

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