OPEN NET LISTING AGREEMENT **STANDARD/PREMIUM (please circle)**

Cape Resales

Please complete a separate agreement for each timeshare interest you are selling.

OWNER: _____ CO-OWNER _____

ADDRESS: _____ CITY: _____ STATE:_____ ZIP: _____

PHONE: _____ EMAIL: _____

RESORT: _____ OWNER ID: _____

UNIT: _____ WEEK: _____ F/F ☐ or S/S ☐

SALES PRICE: _____ NOTES:_____

TERMS AND CONDITIONS OF OPEN NET LISTING and MARKETING AGREEMENT

1. This is an OPEN NET LISTING AGREEMENT whereby the Seller shall receive the net proceeds upon the closing of the sale by MJE REALTY, LLC d/b/a Cape Resales. Cape Resales shall assist in determining the sales price of said property, employ marketing methods, bear all costs associated with marketing, selling and delivering to seller the net proceeds as stated above at time of closing, less any outstanding obligations as noted below.
2. Seller gives Cape Resales the right to sell the property herein described at the price and terms set forth in this contract, or at any other price, or upon any other terms accepted by the Seller during this contract, upon which Seller agrees to pay Cape Resales a **50% (fifty percent) commission, OR $2,000.00 commission, WHICHEVER IS GREATER.** Cape Resales is due and will receive this commission from Seller upon the sale of the property at any time while listing contract is active, regardless of how or by whom the property is sold. So, if you decide to sell this on your own during the listing period there will still be FULL commission due to Cape Resales.
3. This contract shall be effective for a MINIMUM period of (12) twelve months from the date set forth below, AND RENEWS AUTOMATICALLY IF NO CONTRACT CANCELLATION NOTICE IS GIVEN BY SELLER. A $99.00 listing fee is required for each 12-month effective period. (waived for Premium Listing package for FIXED DEEDED SUMMER WEEKS).
4. All proceeds from the sale of the property will be disbursed to the Seller within 30 days of closing. (subject to Deeding)
5. This contract does not permit Cape Resales the right to make use of the property.
6. In the event of the sale of the property, notification to the property management will be the responsibility of Cape Resales.
7. If clear title cannot be issued or if Seller defaults. Seller agrees to pay for any title search costs incurred.
8. Owner(s)/Seller(s) agree to hold Cape Resales its representatives, agents and employees harmless against any claims resulting from any eventual dispute between them and the Resort and/or any other company, in the event any money is owed by him/her/ them.

ADDITIONAL TERMS AND CONDITIONS

Buyer **SHALL** be responsible for: recording fees, documentary stamps, intangible taxes, other closing costs in the amount of $595.00. Seller **SHALL** be responsible for: all outstanding obligation(s) against said property, including, but not limited to, association fees, taxes, special assessments, estoppels, judgments or mortgages. Any outstanding obligation(s) shall be deducted from the net proceeds above at closing. THERE IS NO GUARANTEE THAT YOUR TIMESHARE INTEREST CAN BE SOLD IN ANY PARTICULAR PERIOD OF TIME.

DO NOT ENTER INTO THIS AGREEMENT IF YOU DO NOT FULLY INTEND TO SELL YOUR TIMESHARE.

_____ _____

Owner Signature Date

_____ _____

Co-Owner Signature Date

_____ _____

Cape Resales Representative Date

_____ _____

Broker Date

RESALE PRICING

HOLIDAY FLOAT	**N/A**
PRIME FLOAT	**N/A**
PRIME FIXED	**$5,000 - $15,000**

Please bear in mind that these are unique times in the resort's history and the world around us. Estimated market pricing is based on historical demand and in no way represents an accurate forecast of the possible sales price. The seller is reminded to take this into account when both listing and selling. All offers will be presented to the seller on a timely basis and the seller is of free will to determine the final selling price.