



**JON KOHLER & ASSOCIATES LISTING AGREEMENT FOR  
EXCLUSIVE RIGHT OF SALE**

**1. DATE OF LISTING AGREEMENT FOR EXCLUSIVE RIGHT OF SALE** ("LISTING AGREEMENT"): March 16<sup>th</sup>, 2021

**2. PARTIES:** JON KOHLER & ASSOCIATES LLC as BROKER, Ms. Rayner Taylor

Located Intersection of 309/241, as SELLER, whose mailing address is 4575 Louvinia Court  
Tallahassee, Fl 32311.

**3. LEGAL DESCRIPTION OF REAL ESTATE:** Real property (the "Property") known as Taylor's Crossing Warehouse located in Decatur COUNTY, Ga  
containing approximately 4.34 +/- Acres with two large concrete foundation barns.

**4. PRICE:** The property will be offered for sale at a price \$ 299,995.00.

**5. EXCLUSIVE RIGHT OF SALE; TERM OF LISTING AGREEMENT:** SELLER hereby gives to BROKER for a period of eighteen months, and expiring September 15, 2022 (the "Listing Period"), the exclusive right and authority to find a Buyer for the Property. At the expiration date of the Listing Period, parties may extend listing by stating and mutually agreeing over an email. If, during the Listing Period, SELLER decides not to sell the Property, SELLER may unilaterally terminate this Listing Agreement by written notice to BROKER. If SELLER terminates this Listing Agreement before the end of the Listing Period, and if SELLER sells or contracts to sell the Property within Six months (6) months after the date of such termination notice, then SELLER will be obligated to pay BROKER the brokerage fee provided

for herein when such sale is closed, less any marketing expenses reimbursed by SELLER to BROKER as provided below. If SELLER terminates this Listing Agreement before the end of the Listing Period, then SELLER will reimburse BROKER for all actual expenses incurred by BROKER in marketing the Property, including, by way of example, the cost of brochures, advertising, and marketing expenses incurred from third parties; and in such case the reimbursement amount shall not exceed \$10,000.

**6. PERSONAL PROPERTY:** No personal property shall be included in the Property

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NA

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**7. SELLER'S REPRESENTATIONS:** SELLER represents that it owns the Property and has the full right, power and authority to execute this Listing Agreement, perform SELLER's obligations hereunder, and convey the Property with all improvements. SELLER agrees to immediately inform BROKER of any material facts regarding the Property that arise after signing this Agreement.

**8. SELLER'S RESPONSIBILITIES:**

**(a)** When BROKER finds a ready, willing, and able purchaser for the Property for the Listing Price or at some other price BROKER recommends for consideration by SELLER, BROKER shall present such offer to SELLER. The decision to accept or reject such offer or to close on any sale of the property shall be within the sole and absolute discretion of SELLER.

**(b)** SELLER agrees to furnish to BROKER: (a) access, keys, or gate codes to the Property, and (b) all data, records, and documents pertaining to the Property reasonably requested by BROKER and which SELLER may have in its possession, but SELLER makes no guarantees or representations that such information is accurate. SELLER will make the Property available for BROKER to show to prospective buyers during reasonable hours with reasonable notice to and coordination with the existing manager on the Property. SELLER authorizes BROKER to transmit such information to prospective buyers.

**(c)** SELLER agrees to promptly refer all inquiries concerning purchase of the Property to

BROKER, including without limitation those from other real estate agents and brokers and neighboring landowners. SELLER will inform BROKER prior to leasing, mortgaging or otherwise encumbering the Property. SELLER will not show or attempt to show the property to potential buyers, other real estate agents or brokers without the consent of BROKER.

**9. PROFESSIONAL ADVICE:** BROKER recommends that SELLER obtain legal, tax or other professional advice relating to this Listing Agreement, the proposed sale of the Property, the condition of the Property, and compliance with the Americans with Disabilities Act. BROKER will have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by SELLER and BROKER. SELLER further agrees that, in determining the financial soundness of any prospective purchaser, SELLER will rely solely upon SELLER's own investigation and evaluation, notwithstanding BROKER's assistance in gathering any financial information.

**10. BROKER'S RESPONSIBILITIES:** In consideration of receiving an exclusive right of sale for the Property, BROKER agrees to (a) market the Property as is customary in the industry; (b) provide access to Broker's land sales database of clients; (c) work with local brokers, non-broker marketing service firms, attorneys, appraisers and other real estate professionals with regards to procuring a buyer; and (d) market or list the Property through the internet and outside marketing companies, as appropriate. This Listing Agreement will be deemed SELLER'S consent for BROKER to market the Property as aforesaid. All negotiations with a prospective buyer of the Property will be conducted by BROKER or under BROKER's direction.

**11. BROKERAGE FEE:** For finding a Buyer ready, willing, and able to purchase the Property, SELLER agrees to pay BROKER, no later than closing date a brokerage fee in an amount set forth below, if and only if a sale of the Property closes pursuant to the terms of this Listing Agreement. The brokerage

fee shall be **8 %** . If SELLER sells the Property to any person or entity BROKER worked with as a potential buyer of the Property during the term of this Listing Agreement within four (4) months after the expiration or termination of this Listing Agreement, then SELLER shall owe a brokerage fee to BROKER in the amount set forth above.

**12. LEASE AGREEMENT AND SELLER'S RIGHT TO LEASE:** SELLER will use its best efforts to keep the terms of such leases on a short term basis or provide the right for SELLER to terminate such leases in the event the Property is sold. BROKER shall not be entitled to a fee or commission on such leases, and SELLER will provide BROKER with a copy of all such leases.

**13. TYPE OF BROKERAGE:**

(a) BROKER will provide a Single Agency brokerage representation to SELLER. BROKER will not provide attorney representation to SELLER, and BROKER'S representation of SELLER will not create an attorney-client relationship. As a Single Agent, BROKER owes to SELLER the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of the Property and are not readily observable.

**(b)** Laws of some states, such as Florida, allow under certain circumstances for a Single Agent to change from a Single Agent relationship to a Transactional Broker relationship in order for the Agent/Broker to assist both the seller and the buyer in a real estate transaction. Provided BROKER gives prior written notification and disclosure to SELLER, BROKER may unilaterally change its Single Agent relationship with SELLER to that of a Transactional Broker.

**14. DEPOSITS:** BROKER does not operate an escrow account. All deposits shall be made payable to the trust account of a law firm or escrow agent hired by SELLER to close the transaction in accordance with the terms of any sales contract.

**15. MARKETING GROUP:** BROKER shall have the right, at Broker's expense (subject to SELLER'S obligation to reimburse SELLER in the event of early termination of this Listing Agreement as provided above), to employ Plantation Marketing Group, LLC ("PMG") to perform marketing services for the Property. All marketing materials, including without limitation software, shall be and remain the sole property of BROKER and/or PMG, and SELLER shall not use, reproduce, or copy such materials.

**16. NO VERBAL AGREEMENTS:** SELLER and BROKER acknowledge that this Listing Agreement does not guarantee a sale and that there are no other agreements, promises or understandings either expressed or implied between them other than specifically set forth herein and that there can be no alterations or changes to this Listing Agreement except in writing and signed by both BROKER and SELLER. SELLER warrants there are no prior agreements on the Property, listing, sale or otherwise, that have not been terminated, other than lease agreements disclosed by SELLER to BROKER.

**17. NON-DISCRIMINATION:** The Property will be offered to any person without regard to race, color, religion, national origin, sex, age, handicap, or familial status, or by any other factor protected by federal, state, or local law.

**18. LEGAL MATTERS:** This Listing Agreement constitutes the entire agreement between SELLER and BROKER and supersedes all prior discussion. This is a legal contract binding on all parties hereto, and is binding on SELLER's successors and assigns. Time shall be of the essence under this Listing Agreement. If SELLER does not fully understand this Agreement, SELLER should seek competent legal advice. In connection with any dispute or litigation arising out of this Listing Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

**19. COPY OF AGREEMENT:** This Listing Agreement may be executed in duplicate parts and transmitted by fax or email, and a copy of a fully executed Listing Agreement may act as an original.

**BROKER:**  
**JON KOHLER & ASSOCIATES, LLC**

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**JON KOHLER, Managing Member**  
**434 SW Mt Olive Church Rd**

**850-508-2999**  
**[jon@jonkohler.com](mailto:jon@jonkohler.com)**

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**LORI WELDON, Sales Associate**  
**229-977-6065**  
**Lori@JonKohler.com**

**SELLER:**

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**Printed Name: Ms. Rayner T Taylor**

**Date: \_\_\_\_\_**