Stellar MLS®

MLS Options for Property Owners – Authorization

Effective 9/16/2025

Property Address: 7009 Oakwood St, Davenport, FL 33837

Listing Agreement Beginning Date: 3/3/2026 Listing Expiration Date: 3/3/2027

Listing Brokerage Name: Kelly French Real Estate, Inc.

Initials and signatures of all owners and signatures of both the listing broker/office manager and agent are required for validation – no changes or strikethroughs will be accepted.

In compliance with the Stellar MLS Rules and Regulations, entry of all listings into Stellar MLS® is required within 5 business days of the dated signature of the owner(s) of record or the listing effective date on the Listing Agreement.

While the purpose of the multiple listing service (MLS) is to facilitate cooperation between MLS Brokers and their Agents, to successfully bring sellers and buyers together, it is also understood that there are circumstances under which the property owner(s) may seek privacy, to delay public marketing or to withhold distribution of their property through the MLS for either the entire listing agreement or for a set period of time.

MLS Benefits Waiver	
I/We affirm that there is a professional relationship between the listing Broker and myself/ourselves	Owner(s) Initial ____ Owner(s) Initial ____
I/We hereby certify and agree that by choosing an Office Exclusive or Delayed Marketing listing, I/we are knowingly and voluntarily relinquishing the substantial advantages of full MLS distribution. These advantages include—but are not limited to— • Immediate exposure to 80,000+ licensed real-estate professionals, • Maximum online visibility to the broadest pool of active, qualified buyers, and • Heightened competition that routinely drives quicker showings, stronger offers, and potentially higher sale prices.	Owner(s) Initial ____ Owner(s) Initial ____
I/We further understand that unrestricted MLS participation is widely regarded as the single most effective means of maximizing market reach, accelerating time-to-sale, and securing optimal pricing. By opting out or delaying entry into the MLS, I/We assume full responsibility for any extended marketing time, reduced buyer interest, or the adverse impact on final sales terms that may result from this decision.	Owner(s) Initial ____ Owner(s) Initial ____
I/We understand that any public marketing of this property will trigger the Stellar MLS Rules and Regulations requirement that the property be entered for full distribution into the MLS within one business day for cooperation with other MLS Brokers and Agents.	Owner(s) Initial ____ Owner(s) Initial ____
I/We understand that public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, all social media platforms public or private, brokerage website displays (including IDX and VOW), digital communications marketing (email or text blasts, or automated voice calls/messaging), multi-brokerage listing sharing networks, and applications available to the general public.	Owner(s) Initial ____ Owner(s) Initial ____

FAIR HOUSING	
I/We affirm that the property is NOT being excluded from MLS distribution based upon reasons founded on refusal or reluctance to show, list, negotiate or sell property to any individual or group of individuals on the basis of membership in any class, including but not limited to race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by local, state and federal fair housing laws.	Owner(s) Initial ________ Owner(s) Initial ________

Stellar MLS® offers multiple listing options for sellers on listing and dissemination of their property. *You MUST select only one of the following options*:

☐ **Office Exclusive**: As the owner(s) of record, I/We have directed our Broker to withhold the property from MLS dissemination and to refrain from any public marketing. The listings will be viewable exclusively by the Broker and Agents of the listing brokerage only. I/We affirm that the property will be entered into Stellar MLS during the entire listing period but will not be disseminated to all other Brokers and Agents. I/We understand that any public marketing will trigger the requirement to make the listing available to all Stellar MLS® Brokers/Agents, in accordance with all Rules & Regulations.

Owner(s) Initial _______ Owner (s) Initial _______ Broker/Office Manager Initial _______Agent Initial _______

☒ **Office Exclusive with Temporary Exclusion:** As the owner(s) of record, I/We have directed our Broker that the property 1) will be viewable by the Broker and Listing Agent of the listing brokerage only; 2) will be temporarily withheld from all other Brokers and Agents until 4/3/2026 (Temporary Exclusion Date). I/We affirm that the property will be entered into Stellar MLS, and I/We have instructed the Broker to withhold the listing from distribution to other Brokers and Agents, public marketing platforms, including IDX and syndication during the Temporary Exclusion period. Upon the expiration of the Temporary Exclusion period, the listing will automatically revert to an-Office Exclusive and will be viewable by the Broker and Agents of the listing brokerage only. During this Temporary Exclusion period I/We understand that upon public marketing, the listing must be made available to all Brokers and Agents within one business day.

Owner(s) Initial Initial ______ **Owner (s) Initial** DS ______ **Broker/Office Manager Initial** DS KF **Agent Initial** DS KF

☐ **Delayed Distribution:** I/We, the owner(s) of record, have directed that the listing be entered into Stellar MLS® in accordance with all MLS Rules & Regulations and will be disseminated to other Stellar MLS® Brokers/Agents. I/We have instructed the Broker to delay any public marketing of the property and delay display on IDX and syndication platforms for 5 calendar days from the Listing Agreement Beginning Date. I/We understand that the Broker may otherwise market the listing in a manner consistent with our direction during this period

Owner(s) Initial _______ Owner (s) Initial _______ Broker/Office Manager Initial _______Agent Initial _______

Owner(s): Michael Pape — Signed by: Michael A Pape B90A87D68D62459... — 3/6/2026
Print Name *Signature* *Date*

Owner(s): ________________________________
Print Name *Signature* *Date*

Broker/Authorized Associate MLS ID #: 261020095 **Name**: Kelly French
DocuSigned by: Kelly French 0183AD80C2444A9... — 3/6/2026
Signature *Date*

Agent MLS ID #: 260503711 Name: Kelly French
DocuSigned by: Kelly French 0183AD80C2444A9... — 3/6/2026
Signature *Date*

Compensation Agreement – Seller or Seller's Broker to Buyer's Broker

1. PARTIES (CHECK ONE)

☐ Seller: ____________________ ("Seller"); or

☒ Seller's Broker: Kelly French Real Estate, Inc. ("Seller's Broker")

and

Buyer's Broker: ____________________ ("Buyer's Broker")

2. PROPERTY

Property Address: 7009 Oakwood St, Davenport, FL 33837

(insert address)

____________________ ("Property").

If Seller is checked above, then check one of the following:

☐ Property is listed by Seller's Broker, ____________________.

☐ Property is not listed.

3. BUYER'S NAME (OPTIONAL - COMPLETE IF APPLICABLE)

____________________, including any affiliates, successors, or assigns ("Buyer").

4. TERM

This Compensation Agreement takes effect when a fully executed copy has been delivered to all parties to this Agreement and will remain in effect for 60 (if left blank, then 15) days ("Term"). In no event shall the Term extend past the termination date of Seller's Broker's current listing of the Property, including any extensions or effective protection periods; except that, upon full execution of a contract for sale and purchase by a buyer of the Property procured by the Buyer's Broker ("Purchase Agreement"), the Term will automatically extend through the date of the actual closing of the Purchase Agreement.

5. BUYER'S BROKER COMPENSATION

Seller or Seller's Broker, as specified in Paragraph 1, will compensate Buyer's Broker as stated below at closing of Property if Buyer identified above in Paragraph 3 closes on Property and Buyer's Broker is the procuring cause of the sale of Property during the Term. If no buyer is identified in Paragraph 3, Buyer's Broker will be compensated at closing of Property if Buyer's Broker is the procuring cause of the sale of Property during the Term.

Seller or Seller's Broker, as specified in Paragraph 1, agrees to compensate Buyer's Broker (CHECK ONE):

☐ $ ____________________ (flat fee)

☒ 2.5 % of the gross purchase price of the Property plus $ 0.00

☐ other (specify): ____________________

Other terms: ____________________

____

____

Seller (_____) (_____) or **Seller's Broker or Authorized Associate** (DS KF) and **Buyer's Broker or Authorized Associate** (_____) acknowledge receipt of a copy of this page, which is **Page 1 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.

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Form Simplicity

6. DISPUTE RESOLUTION AND ARBITRATION

If **Seller** is compensating **Buyer's Broker** then 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, **Seller** (____) (____) and **Buyer's Broker or Authorized Associate** (KF) 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.

If **Seller's Broker** is compensating **Buyer's Broker** then by initialing in the space provided, **Seller's Broker or Authorized Associate** (KF) and **Buyer's Broker or Authorized Associate** (____) agree that any unresolvable dispute between Seller's Broker and Buyer's Broker will be submitted to binding arbitration by mutual agreeable arbitrator in accordance with the rules of the American Arbitration Association, or, if applicable, the most recent version of the National Association of Realtors Code of Ethics and Arbitration Manual.

7. MISC. CLAUSES

This Agreement will be construed under Florida law. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by the parties hereto. 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 Buyer's Broker's separate written agreement with Buyer.

Seller or Seller's Broker or Authorized Associate: DocuSigned by: Kelly French 0183AD80C2444A9... Date: 3/6/2026

Seller or Seller's Broker or Authorized Associate: ____________________ Date: ________

Buyer's Broker or Authorized Associate: ____________________ Date: ________

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Seller (_____) (_____) or **Seller's Broker or Authorized Associate** (KF) and **Buyer's Broker or Authorized Associate** (_____) 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.