

Exclusive Right of Sale Listing Agreement

FLORIDA ASSOCIATION OF REALTORS®

1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between

Mr. Seller

Mrs. Seller

3 ("Seller") and

4 \*\*\*\*\* ("Broker").

1. AUTHORITY TO SELL PROPERTY: Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property (collectively "Property") described below, at the price and terms described below, beginning the \*\*\*\*\* day of \*\*\*\*\* , and terminating at 11:59 p.m. the \*\*\*\*\* day of \*\*\*\*\* ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law. Seller certifies and represents that he/she/it is legally entitled to convey the Property and all improvements.

2. DESCRIPTION OF PROPERTY:

(a) Real Property Street Address:

\*\*\*\*\*

Legal Description:

\*\*\*\*\*

See Attachment \*\*\*\*\*

(b) Personal Property, including appliances:

\*\*\*\*\*

See Attachment \*\*\*\*\*

(c) Occupancy: Property is is not currently occupied by a tenant. If occupied, the lease term expires

\*\*\*\*\* .

3. PRICE AND TERMS: The property is offered for sale on the following terms, or on other terms acceptable to Seller:

(a) Price: \*\*\*\*\*

(b) Financing Terms: Cash Conventional VA FHA Other \*\*\*\*\*

Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ \*\*\*\*\* with the following terms:

\*\*\*\*\*

Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ \*\*\*\*\* plus an assumption fee of \$ \*\*\*\*\* . The mortgage is for a term of \*\*\*\*\* years beginning in \*\*\*\*\* , at an interest rate of \*\*\*\*\* % fixed variable (describe) \*\*\*\*\* Lender approval of assumption is required is not required unknown. Notice to Seller: You may remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.

(c) Seller Expenses: Seller will pay mortgage discount or other closing costs not to exceed \*\*\*\*\* % of the purchase price; and any other expenses Seller agrees to pay in connection with a transaction.

4. BROKER OBLIGATIONS AND AUTHORITY: Broker agrees to make diligent and continued efforts to sell the Property until a sales contract is pending on the Property. Seller authorizes Broker to:

(a) Advertise the Property as Broker deems advisable in newspapers, publications, computer networks and other media; place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller



44 signs a sales contract); and use **Seller's** name in connection with marketing or advertising the Property;  
45 (b) Obtain information relating to the present mortgage(s) on the Property.  
46 (c) Place the property in a multiple listing service(s) ("MLS"). **Seller** authorizes **Broker** to report to the MLS this  
47 listing information and price, terms and financing information on any resulting sale for use by authorized Board /  
48 Association members, MLS participants and subscribers; and  
49 (d) (Check if applicable)  Use a lock box system to show and access the Property. A lock box does not ensure the  
50 Property's security; **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box is for **Seller's**  
51 benefit and releases **Broker**, persons working through **Broker** and **Broker's** local Realtor Board / Association  
52 from all liability and responsibility in connection with any loss that occurs.  Withhold verbal offers.  Withhold all  
53 offers once **Seller** accepts a sales contract for the Property.

54 **5. SELLER OBLIGATIONS:** In consideration of **Broker's** obligations, **Seller** agrees to:  
55 (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker**  
56 all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.  
57 (b) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during reasonable  
58 times.  
59 (c) Inform **Broker** prior to leasing, mortgaging or otherwise encumbering the Property.  
60 (d) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs and expenses of any nature,  
61 including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence,  
62 representations, misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence of  
63 undisclosed material facts about the Property, or (4) a court or arbitration decision that a broker who was not  
64 compensated in connection with a transaction is entitled to compensation from **Broker**. This clause will survive  
65 **Broker's** performance and the transfer of title.  
66 (e) To perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).  
67 (f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not  
68 readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material facts  
69 (local government building code violations, unobservable defects, etc.) other than the following:  
70 \*\*\*\*\*

71 Seller will immediately inform **Broker** of any material facts that arise after signing this Agreement.  
72 (g) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting  
73 requirements and other specialized advice.

74 **6. COMPENSATION:** **Seller** will compensate **Broker** as specified below for procuring a buyer who is ready, willing  
75 and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms  
76 acceptable to **Seller**. **Seller** will pay **Broker** as follows (plus applicable sales tax):  
77 (a) \*\*\*\*\* % of the total purchase price OR \$ \*\*\*\*\* , no later than the date of closing specified in  
78 the sales contract. However, closing is not a prerequisite for **Broker's** fee being earned.  
79 (b) \*\*\*\*\* (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is  
80 exercised, **Seller** will pay **Broker** the paragraph 6(a) fee, less the amount **Broker** received under this subparagraph.  
81 (c) \*\*\*\*\* (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or  
82 agreement to lease, whichever is soonest. This fee is not due if the Property is or becomes the subject of a contract  
83 granting an exclusive right to lease the Property.  
84 (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by  
85 sale, lease, exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the  
86 buyer is secured by **Broker**, **Seller** or any other person. (2) If **Seller** refuses or fails to sign an offer at the price and  
87 terms stated in this Agreement, defaults on an executed sales contract or agrees with a buyer to cancel an executed  
88 sales contract. (3) If, within \*\*\*\*\* days after Termination Date ("Protection Period"), **Seller** transfers or contracts  
89 to transfer the Property or any interest in the Property to any prospects with whom **Seller**, **Broker** or any real estate  
90 licensee communicated regarding the Property prior to Termination Date. However, no fee will be due **Broker**  
91 if the Property is relisted after Termination Date and sold through another broker.  
92 (e) Retained Deposits: As consideration for **Broker's** services, **Broker** is entitled to receive \*\*\*\*\* % of all  
93 deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the  
94 paragraph 6(a) fee.

95 **7. COOPERATION AND COMPENSATION WITH OTHER BROKERS:** **Broker's** office policy is to cooperate with  
96 all other brokers except when not in **Seller's** best interest:  and to offer compensation in the amount of \*\*\*\*\* %  
97 of the purchase price or \$ \*\*\*\*\* to **Buyer's** agents, who represent the interest of the buyers, and  
98 not the interest of **Seller** in a transaction;  and to offer compensation in the amount of \*\*\*\*\* % of the purchase  
99 price or \$ \*\*\*\*\* to a broker who has no brokerage relationship with the **Buyer** or **Seller**;  and to offer  
100 compensation in the amount of \*\*\*\*\* % of the purchase price or \$ \*\*\*\*\* to Transaction brokers for  
101 the **Buyer**;  None of the above (if this is checked, the Property cannot be placed in the MLS.)

102 **8. BROKERAGE RELATIONSHIP:** Under this Agreement, **Broker** will be acting as a transaction broker. **Broker** will  
103 deal honestly and fairly with **Seller**, will account for all funds, will use skill, care, and diligence in the transaction, will  
104 disclose all known facts that materially affect the value of the residential property which are not readily observable to the  
105 buyer, will present all offers and counteroffers in a timely manner unless directed otherwise in writing and will have limited  
106 confidentiality with **Seller** unless waived in writing.

107 **9. CONDITIONAL TERMINATION:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement.  
108 If **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct  
109 expenses incurred in marketing the Property and pay a cancellation fee of \$ \*\*\*\*\* plus applicable sales  
110 tax. **Broker** may void the conditional termination and **Seller** will pay the fee stated in paragraph 6(a) less the  
111 cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property during the time  
112 period from the date of conditional termination to Termination Date and Protection Period, if applicable.

113 **10. DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All controversies, claims and other  
114 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled  
115 by first attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by  
116 the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's  
117 fees and costs, unless the parties agree that disputes will be settled by arbitration as follows: **Arbitration:** By initialing  
118 in the space provided, **Seller** (\_\_\_\_) (\_\_\_\_), Listing Associate (\_\_\_\_) and Listing Broker (\_\_\_\_) agree that disputes not  
119 resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in  
120 accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each  
121 party to any arbitration or litigation (including appeals and interpleaders) will pay its own fees, costs and expenses,  
122 including attorney's fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

123 **11. MISCELLANEOUS:** This Agreement is binding on **Broker's** and **Seller's** heirs, personal representatives,  
124 administrators, successors and assigns. **Broker** may assign this Agreement to another listing office. Signatures,  
125 initials and modifications communicated by facsimile will be considered as originals. The term "buyer" as used in this  
126 Agreement includes buyers, tenants, exchangors, optionees and other categories of potential or actual transferees.

127 **12. ADDITIONAL TERMS:**  
128 \*\*\*\*\*

DATE \_\_\_\_\_ SELLER \_\_\_\_\_  
Mr. Seller

DATE \_\_\_\_\_ SELLER \_\_\_\_\_  
Mrs. Seller

129  
130 E-mail \*\*\*\*\*  
131

132 **Authorized Listing Associate or Broker:**