

Exclusive Brokerage Listing Agreement

FLORIDA ASSOCIATION OF REALTORS®



1* This Exclusive Brokerage Listing Agreement ("Agreement") is between
2* _____ ("Seller") and
3* _____ ("Broker").

4 **1. AUTHORITY TO SELL PROPERTY:** Seller gives Broker the right to be the EXCLUSIVE BROKER in the sale of the real and
5* personal property (collectively "Property") described below, at the price and terms described below, beginning the ____ day of
6* _____, _____, and terminating at 11:59 p.m. the ____ day of _____, _____ ("Termination
7 Date"). Seller reserves the right to sell the Property directly to a buyer without the assistance of any real estate licensee and, if
8 successful, does not owe Broker a commission. Upon full execution of a contract for sale and purchase of the Property, all rights
9 and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and
10 Broker acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard
11 to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law.
12 Seller certifies and represents that he/she/it is legally entitled to convey the Property and all improvements.

13 2. DESCRIPTION OF PROPERTY:

14* (a) Real Property Street Address: _____
15* _____
16* Legal Description: _____
17* _____ See Attachment _____
18* (b) Personal Property, including appliances: _____
19* _____
20* _____ See Attachment _____
21* (c) Occupancy: Property is is not currently occupied by a tenant. If occupied, the lease term expires _____.

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

23* (a) Price: _____
24* (b) Financing Terms: Cash Conventional VA FHA Other _____
25* Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ _____ with the
26* following terms: _____
27* Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ _____ plus an
28* assumption fee of \$ _____. The mortgage is for a term of _____ years beginning in _____, at
29* an interest rate of _____% fixed variable (describe) _____
30* Lender approval of assumption is required is not required unknown. Notice to Seller: You may remain liable for an
31 assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of
32 your liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing
33 and will convey the escrow deposit to the buyer at closing.
34* (c) Seller Expenses: Seller will pay mortgage discount or other closing costs not to exceed _____% of the purchase
35 price; and any other expenses Seller agrees to pay in connection with a transaction.

36 4. BROKER OBLIGATIONS AND AUTHORITY: Broker agrees to make diligent and continued efforts to sell the Property until 37 a sales contract is pending on the Property. Seller authorizes Broker to:

38 (a) Advertise the Property as Broker deems advisable in newspapers, publications, or other media; place appropriate
39 transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales contract); and use
40 Seller's name in connection with marketing or advertising the Property;
41 (b) Obtain information relating to the present mortgage(s) on the Property.
42 (c) Place the Property in a multiple listing service ("MLS"). Seller authorizes Broker to report to the MLS this listing
43 information and price, terms and financing information on any resulting sale for use by authorized Board / Association
44 members, MLS participants and subscribers; and
45* (d) (Check if applicable) Use a lock box system to show and access the Property. A lock box does not ensure the
46 Property's security; Seller is advised to secure or remove valuables. Seller agrees that the lock box is for Seller's benefit and
47 releases Broker, persons working through Broker and Broker's local Realtor Board / Association from all liability and
48* responsibility in connection with any loss that occurs. Withhold verbal offers. Withhold all offers once
49 Seller accepts a contract for sale and purchase of the Property.

50* Seller (____) (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.



5. SELLER OBLIGATIONS: In consideration of **Broker's** obligations, **Seller** agrees to:

- (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker** all inquiries from real estate licensees regarding the Property's transfer, whether by purchase or any other means of transfer.
- (b) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during reasonable times.
- (c) Inform **Broker** prior to leasing, mortgaging or otherwise encumbering the Property, and immediately upon **Seller** entering into a sales contract with a buyer procured by **Seller**.
- (d) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs and expenses of any nature, including attorneys' fees, and from liability to any person, that **Broker** incurs because of **Seller's** negligence, representations, misrepresentations, actions, or inactions, the use of a lock box or the existence of undisclosed material facts. This clause will survive **Broker's** performance and the transfer of title.
- (e) Perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).
- (f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following: _____

Seller will immediately inform **Broker** of any material facts that arise after signing this Agreement.

- (g) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

6. COMPENSATION: **Seller** will compensate **Broker** as specified below for procuring a buyer who is ready, willing and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to **Seller**. **Seller** will pay **Broker** as follows (plus applicable sales tax):

- (a) _____% of the total purchase price OR \$_____, no later than the date of closing specified in the purchase contract. However, closing is not a prerequisite for **Broker's** fee being earned.
- (b) _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised, **Seller** will pay **Broker** the paragraph 6(a) fee, less the amount **Broker** received under this subparagraph.
- (c) _____ (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or agreement to lease, whichever is soonest. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive right to lease the Property.
- (d) **Broker's** fee is due in the following circumstances: **(1)** If any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy or any other means of transfer, with the assistance of any real estate licensee. **(2)** If **Seller** refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales contract or agrees with a buyer to cancel an executed sales contract. **(3)** If, within _____ days after Termination Date ("Protection Period"), **Seller** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom **Broker** or any other real estate licensee communicated regarding the Property prior to Termination Date. However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another broker.
- (e) Retained Deposits: As consideration for **Broker's** services, **Broker** is entitled to receive _____% of all deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee.

7. COOPERATION WITH OTHER BROKERS: **Broker's** office policy is to cooperate with all other brokers except when not in **Seller's** best interest: and to offer compensation in the amount of _____% of the purchase price or \$_____ to Buyer's agents, who represent the interest of the buyers and not the interest of the **Seller** even if compensated by **Seller** or **Broker**

107 **10. DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All controversies, claims and other matters
108 in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first
109 attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties. If
110 litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs,
111 unless the parties agree that disputes will be settled by arbitration as follows:

112* **Arbitration:** By initialing in the space provided, **Seller** (____) (____), Listing Associate (____) and Listing Broker (____)
113 agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property
114 is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties.
115 Each party to any arbitration or litigation (including appeals and interpleaders) will pay its own fees, costs and expenses,
116 including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

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

121* Date: _____ **Seller's Signature:** _____ Tax ID No: _____

122* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

123* Address: _____

124* Date: _____ **Seller's Signature:** _____ Tax ID No: _____

125* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

126* Address: _____

127* Date: _____ **Authorized Listing Associate or Broker:** _____

128* Brokerage Firm Name: _____ Telephone: _____

129* Address: _____

130* Copy returned to **Customer** on the ____ day of _____, ____ by: personal delivery mail E-mail facsimile.

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131* **Seller** (____) (____) and **Broker/Sales Associate** (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.