

# Exclusive Brokerage Listing Agreement



1 This Exclusive Brokerage Listing Agreement ("Agreement") is between  
2 \_\_\_\_\_ ("Seller")  
3 and brokerage \_\_\_\_\_ ("Broker").

4 **1. Authority to Sell Property:** Seller gives Broker the right to be the EXCLUSIVE BROKER in the sale of the real  
5 and personal property (collectively "Property") described below, at the price and terms described below, beginning  
6 \_\_\_\_\_ and terminating at 11:59 p.m. on \_\_\_\_\_ ("Termination Date"). Seller  
7 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  
9 Property, all rights and obligations of this Agreement will automatically extend through the date of the actual  
10 closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This  
11 Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national  
12 origin, or any other factor protected by federal, state, or local law. Seller certifies and represents that she/he/it is  
13 legally entitled to convey the Property and all improvements.

14 **2. Description of Property:**  
15 **(a) Street Address:** \_\_\_\_\_  
16 \_\_\_\_\_  
17 Legal Description: \_\_\_\_\_  
18 \_\_\_\_\_  See Attachment \_\_\_\_\_

19 **(b) Personal Property, including appliances:** \_\_\_\_\_  
20 \_\_\_\_\_  See Attachment \_\_\_\_\_

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

23 **3. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to Seller:

24 **(a) Price:** \$ \_\_\_\_\_

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

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

28  Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ \_\_\_\_\_ plus  
29 an assumption fee of \$ \_\_\_\_\_. The mortgage is for a term of \_\_\_\_\_ years beginning in  
30 \_\_\_\_\_, at an interest rate of \_\_\_\_\_ %  fixed  variable (describe) \_\_\_\_\_.

31 Lender approval of assumption  is required  is not required  unknown. **Notice to Seller:** (1) You may  
32 remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your  
33 lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required  
34 escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.  
35 (2) Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's  
36 authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or  
37 whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are  
38 advised to consult with a legal or mortgage professional to make this determination.

39 **(c) Seller Expenses:** Seller will pay mortgage discount, other closing costs, or concessions not to exceed  
40 \$ \_\_\_\_\_ and any other expenses Seller agrees to pay in connection with a transaction.

41 **4. Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property in accordance with  
42 this Agreement until a sales contract is pending on the Property. This includes, except when not in Seller's best  
43 interests, cooperating and communicating with other brokers and making the property available for showings.

44 **5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller  
45 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is  
46 obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public  
47 (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in  
48 the MLS unless Seller directs Broker otherwise in writing. (See paragraph 6(b)(i)). Seller authorizes Broker to

Seller (\_\_\_\_) (\_\_\_\_) and Broker/Authorized Associate (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 4.  
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any field in the Multiple Listing Service.

49 report to the MLS this listing information and price, terms, and financing information on any resulting sale for use  
50 by authorized Board / Association members and MLS participants and subscribers unless **Seller** directs **Broker**  
51 otherwise in writing.

52 **6. Broker Authority: Seller** authorizes **Broker** to:

53 (a) Market the Property to the Public (unless limited in Paragraph 6(b)(i) below):

54 (i) Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public facing  
55 websites, brokerage website displays (i.e. IDX or VOW), email blasts, multi-brokerage listing sharing  
56 networks and applications available to the general public.

57 (ii) **Public marketing also includes marketing the Property to real estate agents outside Broker's**  
58 **office.**

59 (iii) Place appropriate transaction signs on the Property, except if Paragraph 6(b)(i) is checked below.

60 (iv) Use **Seller's** name in connection with marketing or advertising the Property.

61  Display the Property on the Internet except the street address.

62 (b) Not Publicly Market to the Public/Seller Opt-Out:

63 (i.)  **Seller** does not authorize **Broker** to display the Property on the MLS.

64 (ii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), a For Sale will not be placed  
65 upon the Property and

66 (iii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), **Broker** will be limited to  
67 marketing the Property only to agents within **Broker's** office.

68 \_\_\_\_\_ / \_\_\_\_\_ **Initials of Seller**

69 (c) Obtain information relating to the present mortgage(s) on the Property.

70 (d) Provide objective comparative market analysis information to potential buyers.

71 (e) **(Check if applicable)**  Use a lock box system to show and access the Property. A lock box does not  
72 ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock  
73 box is for **Seller's** benefit and releases **Broker**, persons working through **Broker**, and **Broker's** local Realtor  
74 Board / Association from all liability and responsibility in connection with any damage or loss that occurs.

75  Withhold verbal offers.  Withhold all offers once **Seller** accepts a sales contract for the Property.

76 (f) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These  
77 websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or  
78 reviews and comments about a property may be displayed in conjunction with a property on some VOWs.  
79 Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews  
80 about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or  
81 comments and reviews about this Property.

82  **Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such  
83 estimate) to be displayed in immediate conjunction with the listing of this Property.

84  **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or  
85 display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

86 **7. Seller Obligations:** In consideration of **Broker's** obligations, **Seller** agrees to:

87 (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to  
88 **Broker** all inquiries from real estate licensees regarding the Property's transfer, whether by purchase or any  
89 other means of transfer.

90 (b) Recognize **Broker** may be subject to additional MLS obligations and potential penalties for failure to comply  
91 with them.

92 (c) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during  
93 reasonable times.

94 (d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property and immediately upon  
95 entering into a sales contract with a buyer procured by **Seller**.

96 (e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature,  
97 including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's**  
98 negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; or (3) the  
99 existence of undisclosed material facts about the Property. This clause will survive **Broker's** performance and  
100 the transfer of title.

101 (f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).

102 (g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not  
103 readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such  
104 material facts (local government building code violations, unobservable defects, etc.) other than the following:  
105

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any field in the Multiple Listing Service.

- 106 **Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.  
107 (h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting  
108 requirements, and other specialized advice.
- 109 **8. Compensation: Seller** will compensate **Broker** as specified below if a buyer is procured who is ready, willing,  
110 and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other  
111 terms acceptable to **Seller**. **Seller** will pay **Broker** as follows:
- 112 (a) \_\_\_\_\_% of the total purchase price plus \$\_\_\_\_\_ OR \$\_\_\_\_\_, no  
113 later than the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's**  
114 fee being earned.
- 115 (b) \_\_\_\_\_ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is  
116 exercised, **Seller** will pay **Broker** the Paragraph 8(a) fee, less the amount **Broker** received under this  
117 subparagraph.
- 118 (c) \_\_\_\_\_ (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or  
119 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a  
120 contract granting an exclusive right to lease the Property.
- 121 (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by  
122 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, with the assistance of  
123 any real estate licensee. (2) If **Seller** refuses or fails to sign an offer at the price and terms stated in this  
124 Agreement, defaults on an executed sales contract, or agrees with a buyer to cancel an executed sales  
125 contract. (3) If, within \_\_\_\_\_ days after Termination Date ("Protection Period"), **Seller** transfers or contracts to  
126 transfer the Property or any interest in the Property to any prospects with whom **Broker** or any other real  
127 estate licensee communicated regarding the Property before Termination Date. However, no fee will be due  
128 **Broker** if the Property is relisted after Termination Date and sold through another broker.
- 129 (e) **Retained Deposits:** As consideration for **Broker's** services, **Broker** is entitled to receive \_\_\_\_\_% of all  
130 deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the  
131 Paragraph 8(a) fee.
- 132 (f) **Brokerage commissions are not set by law and are fully negotiable.**
- 133 **9. Notice to Seller Regarding Buyer Brokers:** The buyer's broker, even if compensated by **Seller** or **Broker**, will  
134 provide services for the buyer. **Seller** is advised and is aware that **Seller** may, but is not required to, compensate a  
135 buyer's broker upon closing. **Seller** may choose to enter into a separate written agreement to pay buyer's broker  
136 or may approve **Broker** to pay buyer's broker in accordance with paragraph 10. **Seller** also understands:
- 137 (a) "Buyer's broker" may include this **Broker** if **Broker** also works with buyer on this transaction;  
138 (b) If this occurs during the duration of this listing, **Broker** will be entitled to the compensation in  
139 paragraph 8 for services performed for **Seller**, as well as the buyer's broker compensation in  
140 paragraph 10(a) for services performed for buyer; the **Seller** should therefore take this into  
141 consideration when negotiating compensation; and  
142 (c) **Broker** may receive separate compensation from buyer for services rendered to buyer by **Broker**.
- 143 **10. Compensation to Buyer Brokers: Brokerage commissions are not set by law and are fully negotiable.**  
144 **Seller** approves the following (check all that apply; if no option is checked then option (c) is deemed to be  
145 selected):
- 146 (a)  **Seller** authorizes **Broker** to offer compensation to buyer's broker in the amount of: \_\_\_\_\_% of the  
147 purchase price or \$\_\_\_\_\_. (This amount will be paid from **Broker** to buyer's broker from the  
148 compensation amount agreed to in paragraph 8.) This compensation will be set forth in a separate written  
149 agreement between **Broker** and buyer's broker.
- 150 (b)  **Seller** authorizes **Broker** to offer compensation to buyer's broker from **Seller** in the amount of:  
151 \_\_\_\_\_% of the purchase price or \$\_\_\_\_\_. This compensation will be set forth in a separate  
152 written agreement between **Seller** and buyer's broker.
- 153 (c)  No compensation will be offered to buyer's broker.
- 154 **11. Brokerage Relationship: (check whichever applies)** **Broker** will  act as a transaction broker,  act as a  
155 single agent of **Seller**,  act as a single agent of **Seller** with consent to transition to transaction broker, or  
156  have no brokerage relationship with **Seller**.
- 157 **12. Conditional Termination:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If  
158 **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct  
159 expenses incurred in marketing the Property, and pay a cancellation fee of \$\_\_\_\_\_ plus  
160 applicable sales tax. **Broker** may void the conditional termination, and **Seller** will pay the fee stated in Paragraph

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161 8(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property  
162 during the time period from the date of conditional termination to Termination Date and Protection Period, if  
163 applicable.

164 **13. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other  
165 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be  
166 settled by first attempting mediation under the rules of the American Arbitration Association or other mediator  
167 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover  
168 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:  
169 **Arbitration:** By initialing in the space provided, **Seller** (\_\_\_\_) (\_\_\_\_), and **Broker or Authorized Associate**  
170 (\_\_\_\_) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in  
171 which the Property is located in accordance with the rules of the American Arbitration Association or other  
172 arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision  
173 of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and  
174 will equally split the arbitrator's fees and administrative fees of arbitration.

175 **14. Miscellaneous:** This Agreement is binding on **Seller's** and **Broker's** heirs, personal representatives,  
176 administrators, successors, and assigns. **Broker** may assign this Agreement to another listing office. This  
177 Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations  
178 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and  
179 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.  
180 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories  
181 of potential or actual transferees.

182 **15. Additional Terms:** \_\_\_\_\_  
183 \_\_\_\_\_  
184 \_\_\_\_\_  
185 \_\_\_\_\_  
186 \_\_\_\_\_

187 **Seller's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

188 Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

189 Address: \_\_\_\_\_

190 Email Address: \_\_\_\_\_

191 **Seller's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

192 Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

193 Address: \_\_\_\_\_

194 Email Address: \_\_\_\_\_

195 **Broker or Authorized Sales Associate:** \_\_\_\_\_ **Date:** \_\_\_\_\_

196 Brokerage Firm Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

197 Address: \_\_\_\_\_

198 

Copy returned to <b>Seller</b> on _____ by <input type="checkbox"/> email <input type="checkbox"/> facsimile <input type="checkbox"/> mail <input type="checkbox"/> personal delivery.
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