

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, ~~or~~ other closing costs, ~~or concessions not to exceed net~~
40 ~~to exceed~~ _____ % of the purchase price \$ _____ and any other expenses Seller agrees
41 to pay in connection with a transaction.

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

45 **5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller
46 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is
47 obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public

Seller (____) (____) and Broker/Sales-Authorized Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 1
of 4.

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.

(see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in the MLS unless **Seller** directs **Broker** otherwise in writing. (See paragraph 6(b)(i)). **Seller** authorizes **Broker** to report to the MLS this listing information and price, terms, and financing information on any resulting sale for use by authorized Board / Association members and MLS participants and subscribers unless **Seller** directs **Broker** otherwise in writing.

6. Broker Authority: Seller authorizes Broker to:

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

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

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

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

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

Display the Property on the Internet except the street address.

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

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

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

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

_____/_____
Initials of Seller

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

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

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

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

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

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

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

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

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

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

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

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

Seller (____) (____) and Broker/~~Sales-Authorized~~ Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 4.

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(g) 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.

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

8. Compensation: **Seller** will compensate **Broker** as specified below ~~for procuring~~ if a buyer is procured 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 plus \$ _____ OR \$ _____, no later than the date of closing specified in the sales 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 8(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 earlier. 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 before 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 _____ % ~~(50% if left blank)~~ of all deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the Paragraph 8(a) fee.

~~(e)(f)~~ Brokerage commissions are not set by law and are fully negotiable.

~~**9. Cooperation with and Compensation to Other Brokers: Notice to Seller Regarding Buyer Brokers: The buyer's broker, even if compensated by Seller or Broker, will provide services for the buyer. Seller is advised and is aware that Seller may, but is not required to, compensate a buyer's broker upon closing. Seller may choose to enter into a separate written agreement to pay buyer's broker or may approve Broker to pay buyer's broker in accordance with paragraph 10. Seller also understands:**~~

~~(a) "Buyer's broker" may include this Broker if Broker also works with buyer on this transaction;~~

~~(b) If this occurs during the duration of this listing, Broker will be entitled to the compensation in paragraph 8 for services performed for Seller, as well as the buyer's broker compensation in paragraph 10(a) for services performed for buyer; the Seller should therefore take this into consideration when negotiating compensation; and~~

~~(c) Broker may receive separate compensation from buyer for services rendered to buyer by Broker.~~

10. Compensation to Buyer Brokers: Brokerage commissions are not set by law and are fully negotiable.

Seller approves the following (check all that apply; if no option is checked then option (c) is deemed to be selected):

~~(a) The buyer's broker, even if compensated by Seller or Broker, may represent the interests of the buyer. 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~~

Seller authorizes Broker to offer compensation to buyer's broker in the amount of: _____ % of the purchase price or \$ _____. (This amount will be paid from Broker to buyer's broker from the compensation amount agreed to in paragraph 8.) This compensation will be set forth in a separate written agreement between Broker and buyer's broker, _____ % of the purchase price or \$ _____ to a single agent for the buyer;

Seller authorizes Broker to offer compensation to buyer's broker from Seller in the amount of: _____ % of the purchase price or \$ _____. This compensation will be set forth in a separate

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158 ~~written agreement between Seller and buyer's broker, _____% of the purchase price or~~
159 ~~\$ _____ to a transaction broker for the buyer; and~~

160 ~~(a)(c) _____~~
161 ~~No compensation will be offered to buyer's broker, _____% of the purchase price or \$ _____~~
162 ~~to a broker who has no brokerage relationship with the b None of the above. (If this box is checked, refer to local~~
163 ~~MLS rules regarding entry of the Property.)~~

164 **9-11. Brokerage Relationship: (check whichever applies)** Broker will act as a transaction broker, act as a
165 single agent of **Seller**, act as a single agent of **Seller** with consent to transition to transaction broker, or
166 have no brokerage relationship with **Seller**.

167 **40-12. Conditional Termination:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If
168 **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct
169 expenses incurred in marketing the Property, and pay a cancellation fee of \$ _____ plus
170 applicable sales tax. **Broker** may void the conditional termination, and **Seller** will pay the fee stated in Paragraph
171 8(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property
172 during the time period from the date of conditional termination to Termination Date and Protection Period, if
173 applicable.

174 **44-13. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other
175 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be
176 settled by first attempting mediation under the rules of the American Arbitration Association or other mediator
177 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover
178 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:
179 **Arbitration:** By initialing in the space provided, **Seller** (____) (____), ~~Sales Associate (____)~~, and **Broker or**
180 **Authorized Associate** (____) agree that disputes not resolved by mediation will be settled by neutral binding
181 arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration
182 Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the
183 arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including
184 attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.

185 **42-14. Miscellaneous:** This Agreement is binding on **Seller's** and **Broker's** heirs, personal representatives,
186 administrators, successors, and assigns. **Broker** may assign this Agreement to another listing office. This
187 Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations
188 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and
189 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.
190 The term "buyer" as used in this Agreement includes buyers, tenants, exchangers, optionees, and other categories
191 of potential or actual transferees.

192 **43-15. _____ A**
193 **Additional Terms:** _____

194 _____
195 _____
196 _____
197 _____

198 **Seller's Signature:** _____ **Date:** _____

199 Home Telephone: _____ Work Telephone: _____ Facsimile: _____

200 Address: _____

201 Email Address: _____

202 **Seller's Signature:** _____ **Date:** _____

203 Home Telephone: _____ Work Telephone: _____ Facsimile: _____

204 Address: _____

Seller (____) (____) and Broker/~~Sales Authorized~~ Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4.

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205 Email Address: _____

206 ~~Broker or~~ **Authorized Sales Associate** ~~or Broker~~: _____ Date: _____

207 Brokerage Firm Name: _____ Telephone: _____

208 Address: _____

209 Copy returned to **Seller** on _____ by email facsimile mail personal delivery.

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