

Vacant Land Listing Agreement



1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between
2* _____ ("Seller")
3* and brokerage _____ ("Broker").

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

12 **2. Description of Property:**
13* **(a) Street Address:** _____

14 _____
15* Legal Description: _____
16 _____ See Attachment _____

17 **(b) Personal Property,** including storage sheds, electrical (including pedestal), plumbing, septic systems, water
18 tanks, pumps, solar systems/panels, irrigation systems, gates, domestic water systems, gate openers and
19 controls, fencing, timers, mailbox, utility meters (including gas and water), windmills, cattle guards, existing
20* landscaping, trees, shrubs, and lighting: _____
21* _____ See Attachment _____

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

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

25* **(a) Price:** \$ _____

26* **(b) Financing Terms:** Cash Conventional VA FHA USDA Other (specify) _____

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

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

32* Lender approval of assumption is required is not required unknown. **Notice to Seller:** You may
33 remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your
34 lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required
35 escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.

36 **(c) Seller Expenses:** Seller will pay mortgage discount, ~~or~~ other closing costs, or concessions not to exceed
37 \$ _____% of the purchase price and any other expenses Seller agrees to pay in connection with a
38 transaction.

39 **4. Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property until a sales
40 contract is pending on the Property. Broker's office policy is to cooperate with all other brokers except when not in
41 Seller's best interest.

42 **5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller
43 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is
44 obligated to timely deliver this listing to the MLS. This listing will be promptly published in the MLS unless Seller
45 directs Broker otherwise in writing. Seller authorizes Broker to report to the MLS this listing information and price,
46 terms, and financing information on any resulting sale for use by authorized Board / Association members and
47 MLS participants and subscribers unless Seller directs Broker otherwise in writing.

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

Seller (____) (____) and Broker/~~Sales-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 (a) Advertise the Property as **Broker** deems advisable including advertising the Property on the Internet unless
50 limited in (6)(a)(i) or (6)(a)(ii) below.

51 (Seller opt-out) (Check one if applicable)

52* (i) Display the Property on the Internet except the street address.

53* (ii) **Seller** does not authorize **Broker** to display the Property on the Internet.

54 **Seller** understands and acknowledges that if **Seller** selects option (ii), consumers who search for listings on
55 the Internet will not see information about the Property in response to their search.

56* _____/_____ **Initials of Seller**

57 (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once **Seller**
58 signs a sales contract) and use **Seller's** name in connection with marketing or advertising the Property.

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

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

61* (e) (Check if applicable) Use a lock box system and/or gate code to show and access the Property. A lock
62 box or gate does not ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller**
63 agrees that the lock box or gate is for **Seller's** benefit and releases **Broker**, persons working through **Broker**,
64 and **Broker's** local Realtor Board / Association from all liability and responsibility in connection with any
65* damage or loss that occurs. Withhold verbal offers. Withhold all offers once **Seller** accepts a sales
66 contract for the Property.

67 (f) Act as a transaction broker unless a different relationship is or has been established in writing.

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

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

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

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

79 (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to
80 **Broker** all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.

81 (b) Provide **Broker** accurate information about the Property of which **Seller** may be aware, including but not
82 limited to utility availability, presence of or access to water supply, sewer or septic system, problems with
83 drainage, grading or soil stability, environmental hazards, commercial or industrial nuisances (noise, odor,
84 smoke, etc.), utility or other easements, shared driveways, encroachments from or on adjacent property,
85 zoning, wetland, flood hazard, tenancies, cemetery/grave sites, abandoned well, underground storage tanks,
86 presence of protected species, or nests of protected species.

87 (c) Provide **Broker** access to the Property and make the Property available for **Broker** to show during reasonable
88 times.

89 (d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.

90 (e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature,
91 including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's**
92 negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box or gate code;
93 (3) the existence of undisclosed material facts about the Property; or (4) a court or arbitration decision that a
94 broker who was not compensated in connection with a transaction is entitled to compensation from **Broker**.
95 This clause will survive **Broker's** performance and the transfer of title.

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

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

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

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

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

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any field in the Multiple Listing Service.

104 (i) **Seller** represents that **Seller** is not aware of any notice of default recorded against the Property; any
105 delinquent amounts due under any loan secured by or other obligation affecting the Property; any bankruptcy,
106 foreclosure, insolvency, or similar proceeding affecting the Property; any litigation, arbitration, administrative
107 action, government investigation, or other action that affects or may affect **Seller's** ability to transfer the
108 Property; any current, pending, or proposed special assessments affecting the Property; any planned public
109 improvements which may result in special assessments; or any mechanics' liens or material supplier liens
110 against the Property.

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

114* (a) _____% of the total purchase price plus \$ _____ OR \$ _____, no
115 later than the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's**
116 fee being earned.

117* (b) _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is
118 exercised, **Seller** will pay **Broker** the Paragraph 8(a) fee, less the amount **Broker** received under this
119 subparagraph.

120* (c) _____ (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or
121 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a
122 contract granting an exclusive right to lease the Property.

123 (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by
124 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether
125 the buyer is secured by **Seller**, **Broker**, or any other person. (2) If **Seller** refuses or fails to sign an offer at the
126 price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to
127* cancel an executed sales contract. (3) If, within _____ days after Termination Date ("Protection Period"),
128 **Seller** transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom
129 **Seller**, **Broker**, or any real estate licensee communicated regarding the Property before Termination Date.
130 However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another
131 broker.

132 (e) **Retained Deposits:** As consideration for **Broker's** services, **Broker** is entitled to receive _____% (50% if
133 left blank) of all deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to
134 exceed the Paragraph 8(a) fee.

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

136 **9. Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission
137 Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage
138 agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The
139 broker's lien rights under the act cannot be waived before the commission is earned.

140 ~~**10. Cooperation with and Compensation to Other Brokers: Notice to Seller: Brokerage commissions are not**~~
141 ~~**set by law and are fully negotiable. Seller is advised and is aware that:**~~

142 ~~a. Seller may, but is not required to, compensate a buyer's broker upon closing.~~

143 ~~b. Seller may choose to enter into a separate written agreement to pay buyer's broker or may approve Broker~~
144 ~~to pay buyer's broker. The buyer's broker, even if compensated by Seller or Broker, may represent~~
145 ~~the interests of the buyer.~~

146 ~~c. Broker's office policy is to cooperate with all other brokers except when not in Seller's best interest Seller~~
147 ~~approves the following (check one; if no option is checked then option "(iii)" is deemed to be selected:~~
148 ~~and to offer compensation in the amount of~~

149 i. _____ \$

150* ~~Seller authorizes Broker to offer compensation to buyer's broker in the amount of: _____%~~
151 ~~of the purchase price or \$ _____.~~ ~~This compensation will be set forth in a separate~~
152 ~~written agreement between Broker and buyer's broker. to a single agent for the buyer;~~
153 ~~_____ % of the purchase price or \$ _____ to a~~

154* ii. ~~Seller authorizes Broker to communicate Seller's offer of compensation to buyer's broker in~~
155 ~~the amount of: _____ % of the purchase price or \$ _____.~~ ~~This compensation will be~~
156* ~~set forth in a separate written agreement between Seller and buyer's broker. transaction broker~~
157 ~~for the buyer; and~~

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

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~~10. _____iii.
 No compensation will be offered to buyer's broker. _____% of the purchase price or \$ _____
to a broker who has no brokerage relationship with the buyer.~~

~~None of the above. (If this box is checked, refer to local MLS rules regarding entry of the Property.)~~

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

~~11.~~

12. Dispute Resolution: This Agreement will be construed under Florida law. 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 under the rules of the American Mediation Association or other 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** (____) (____), ~~Sales Associate~~ (____), and **Broker or Authorized Associate** (____) 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.

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

14. Additional Terms: _____

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

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

206* Address: _____

207* Email Address: _____

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

209* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

210* Address: _____

211* Email Address: _____

212* **Broker or Authorized Sales Associate or Broker:** _____ **Date:** _____

213* Brokerage Firm Name: _____ Telephone: _____

214* Address: _____

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

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