



EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT
 FOR TRANSACTION BROKER
 COPYRIGHTED and SUGGESTED FOR USE BY SUBSCRIBERS OF
 THE NORTHEAST FLORIDA MULTIPLE LISTING SERVICE, INC.



1 **THIS EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT** (“Agreement”) is made by:
 2 _____ (“BROKER”) and
 3 _____ (“SELLER”),
 4 who agree as follows (as completed or marked):

5 **NOTE: Under Florida law the sale of your principal residence requires your spouse to**
 6 **sign the deed at closing even if your spouse’s name is not on your present deed.**

7 1. **DESCRIPTION OF PROPERTY (the “Property”):**

8 (A) ADDRESS: _____ Zip: _____

9 The Property is in _____ County, Florida and is described as follows (if lengthy, attach legal
 10 description): _____
 11 _____
 12 _____
 13 _____

14 Real Estate Assessment #(s) (optional) _____

15 (B) Personal Property Included: The Property will include all fixed equipment such as, but not limited to,
 16 automatic garage door opener & control(s), if any, drapery hardware, attached lighting fixtures, mailbox, all ceiling
 17 fans, fence, plants and shrubbery, all as now installed on the Property, and these additional items:
 18 _____
 19 _____
 20 _____

21 (C) Items specifically excluded: _____
 22 _____
 23 _____

24 (D) Possession: There [] are [] are not parties in possession of the Property other than SELLER.
 25 Possession will be given the buyer at closing unless otherwise specified herein
 26 _____.
 27 If the Property is rented, the lease term expires: _____; the rent due date is the _____
 28 day of the month; the rental amount is \$_____ per month; and the security deposit is
 29 \$_____.

30 2. **AUTHORITY TO SELL PROPERTY:** SELLER grants BROKER the exclusive right to sell the Property at
 31 the price and upon the terms described below, or any other price and terms acceptable to SELLER, for an
 32 exclusive listing term beginning _____, _____, and terminating at 11:59 p.m. on
 33 _____, _____. Upon acceptance of a contract for sale of the Property, all rights
 34 and obligations under this Agreement will extend through the closing of the sale of the Property under that
 35 contract. SELLER acknowledges that this Agreement does not guarantee a sale.

36 3. **TERMS:** The Property is to be offered for sale upon the following terms and conditions:

37 (A) Price: \$_____

38 (B) Financing: [] Cash [] Financing as follows: [] Conventional loan [] VA loan [] FHA loan

39 [] Mortgage assumption [] SELLER financing.
40 (1) [] SELLER Financing: SELLER will hold a purchase money _____ mortgage in the
41 amount of \$ _____ with the following terms: _____
42 _____
43 (2) [] Assumption of Existing Mortgage: The Mortgage is for a remaining term of approximately
44 _____ years at an interest rate of _____ % per annum. [] Fixed [] Adjustable
45 (describe) _____ Lender approval of assumption [] is [] is not required.

46 NOTICE TO SELLER: You may remain liable for an assumed mortgage after the sale of the Property. Check with
47 your attorney or lender to determine the extent of your liability.

48 (C) SELLER agrees to pay:
49 (1) Closing Costs: Deed stamps, Fee (Owner's) Title insurance policy, Title search and exam
50 fee, Closing attorney/settlement fee, SELLER's Courier fees, Transaction/Professional service fee, Real estate
51 brokerage fee, Satisfaction of mortgage and recording fee, Survey, Repairs and replacements that may be agreed
52 upon by SELLER and a buyer after the Property inspection(s) and appraisal, Wood destroying organism
53 treatment and repairs not to exceed 1% of the sales price, For VA sale only, wood-destroying organism report,
54 [] Home warranty (mark if applicable), Other _____
55 (2) All other charges required by a buyer's lender in connection with the loan which a buyer is
56 prohibited from paying by law or regulation.
57 (3) All mortgage payments, condominium or homeowners association fees and assessments,
58 Community Development District and government special assessments due and payable shall be paid current at
59 SELLER's expense at the time of closing.

60 (D) Other Terms or Conditions: _____
61 _____
62 _____

63 4. **BROKER OBLIGATIONS AND AUTHORITY:**

64 (A) SELLER authorizes and BROKER agrees to: (1) photograph and place the Property and the
65 photograph in the Northeast Florida Multiple Listing Service, Inc. (NEFMLS) and to report to NEFMLS the terms
66 and financing information on any resulting sale for use by NEFMLS and the Northeast Florida Association of
67 Realtors, Inc. (NEFAR); (2) place an appropriate sign on the Property, including a sold sign when an offer has
68 been accepted if BROKER desires; (3) advertise the Property; (4) order and obtain all items necessary to close
69 on the Property such as, but not limited to, title insurance and survey; (5) at BROKER's option, use SELLER's
70 name in connection with marketing and advertising of the Property, before and after the sale; and (6) obtain any
71 information relating to the present mortgage(s) on the Property. Additionally, SELLER hereby grants to NEFMLS
72 and NEFAR the unlimited right to use, sell and license all text, graphics, photos, virtual tours, documents and any
73 other forms of data entered into the NEFMLS system.

74 (B) SELLER [] desires [] does not desire utilization of a NEFAR authorized lockbox system. **If SELLER**
75 **desires a NEFAR authorized lockbox system, see attachment _____ (initial).**

76 (C) SELLER desires BROKER to: [] Withhold verbal offers [] Withhold all offers after SELLER accepts a
77 contract for sale.

78 5. **SELLER OBLIGATIONS:** SELLER agrees to: (A) cooperate with BROKER in carrying out the purposes
79 of this Agreement, and to refer immediately to BROKER all inquiries regarding the sale of the Property; (B)
80 provide BROKER with keys and make the Property available to BROKER to show during reasonable times; (C)
81 make the Property available for inspections during the time provided in the contract for sale and to keep utilities
82 active until closing. (D) inform BROKER prior to leasing, mortgaging or otherwise encumbering the Property,
83 **including advances on any home equity line of credit;** (E) indemnify and hold BROKER harmless from loss,
84 damage, costs and expenses of any nature, including reasonable attorney's fees, and from liability to any person
85 which BROKER incurs because of SELLER's negligence, representations, misrepresentations, actions, inactions,
86 use of the lockbox, and the existence of facts materially affecting the value of the Property, which indemnity will
87 survive performance of this Agreement by BROKER, termination of this Agreement and the closing of the sale of
88 the Property; (F) comply with the Foreign Investment Real Property Tax Act; (G) comply with all government
89 requirements for mandatory disclosures; and (H) execute a statutory general warranty deed, trustee's, personal

90 representative's or guardian's deed as appropriate to the status of SELLER unless otherwise stated herein,
91 including the joinder of the SELLER's spouse, _____
92 _____
93 _____.

94 The Property is subject to the following:

- 95 [] Homeowner's Association fees and assessments in the amount of \$_____ per _____
- 96 [] Condominium Association fees and assessments in the amount of \$_____ per _____
- 97 [] Condominium or Homeowner's Association Special Assessments in the amount of \$_____ per _____
- 98 [] Community Development District fees and assessments in the amount of \$ _____ per year
- 99 [] Other Assessments (_____) in the amount of \$_____ per _____

100 6. **DEPOSIT:** If SELLER is entitled to retain a buyer's binder deposit(s) as liquidated damages, after
101 deducting any unpaid closing costs incurred, the balance thereof shall be divided equally between SELLER and
102 BROKER, except BROKER's share shall not exceed the total amount of the brokerage fee specified below.

103 7. **COMPENSATION and COOPERATION:** BROKER will cooperate with and compensate a buyer's agent,
104 transaction brokers and brokers acting in all other legally recognized brokerage relationships (strike any that are
105 not applicable). For finding a buyer ready, willing and able to purchase the Property, SELLER will pay BROKER,
106 no later than the date of closing, a brokerage fee of _____% of the contract sale price or \$_____,
107 whether the buyer be secured by BROKER or SELLER, or by any other person. BROKER agrees to pay a selling
108 (cooperating) broker a commission of _____% of the contract sale price or \$_____. If the transaction
109 does not close due to SELLER's default, SELLER will pay the full brokerage fee to BROKER on demand. If there
110 is a conveyance of title to the Property within twelve (12) months after termination of this Agreement to any
111 person to whom the Property has been shown during the term of this Agreement, including any extension(s)
112 hereof, SELLER will pay the full brokerage fee to BROKER on demand. However, no brokerage fee will be due
113 BROKER if, after this Agreement is terminated, the Property is listed with another broker and sold through that
114 exclusive right of sale. In any sale of the Property, permission is given to BROKER to represent and receive
115 brokerage fees from both a buyer and SELLER. The aforementioned brokerage fees are fair and reasonable and
116 a result of arm's length negotiations.

117 8. **DAMAGES:** SELLER and BROKER acknowledge that damages suffered by BROKER in the event
118 SELLER cancels this Agreement or otherwise prevents performance hereunder prior to BROKER finding a buyer
119 ready, willing and able to purchase the Property are unascertainable at the present time, and that BROKER will
120 incur damages, such as expenses for overhead, advertising, transportation and time. Accordingly, in the event
121 this Agreement is canceled by SELLER, or SELLER otherwise prevents performance hereunder prior to BROKER
122 finding a buyer ready, willing and able to purchase the Property, SELLER agrees to pay BROKER on demand, as
123 liquidated damages, _____% of the then current listing price or \$_____, the same being bonafide,
124 fair and reasonable, and a result of arm's length negotiations.

125 9. **DISPUTES AND WAIVER OF JURY TRIAL:** All controversies and claims between SELLER and
126 BROKER, directly or indirectly, arising out of or relating to this Agreement or the Property will be determined by
127 non-jury trial. SELLER and BROKER, jointly and severally, hereby knowingly, voluntarily and intentionally waive
128 any and all rights to a trial by jury in any litigation, action or proceeding involving SELLER or BROKER, whether
129 arising directly or indirectly from this Agreement or the Property or relating thereto. Each party will be liable for its
130 own costs and attorney's fees. Notwithstanding the foregoing, in the event of a dispute between a buyer and
131 SELLER as to entitlement to the binder deposit(s), the holder of the binder deposit(s) may file an interpleader
132 action in accordance with applicable law to determine entitlement to the binder deposit(s), and the interpleader's
133 attorney's fees and costs shall be deducted from the binder deposit(s) and assessed against the non-prevailing
134 party, or the broker holding the binder deposit(s) may request the issuance of an escrow disbursement order from
135 the Florida Real Estate Commission and, in either event, SELLER agrees to be bound thereby.

136 10. **MATERIAL FACTS AND DEFECTS:** SELLER represents that SELLER has no knowledge of facts
137 materially affecting the value of the Property other than those which a buyer can readily observe except:
138 _____ . SELLER further represents that the Property is not now

139 and will not prior to closing be subject to a municipal or county code enforcement proceeding and that no citation
140 has been issued except: _____ (If the Property is or
141 becomes subject to such a proceeding prior to closing, SELLER shall comply with Florida Statutes 125.69 and
142 162.06; notwithstanding anything contained within said Statutes. SELLER shall be responsible for compliance
143 with applicable code and all orders issued in such proceeding unless otherwise agreed to between the parties in
144 the contract for sale.)

145 **11. COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** There are no agreements,
146 promises or understandings, either expressed or implied, between the parties other than those specifically set
147 forth herein. Modifications of this Agreement will not be binding unless in writing, signed and delivered by the
148 parties. Headings are for reference only and shall not be deemed to control interpretations. Signatures, initials
149 and modifications communicated by facsimile or e-mail will be considered as original. If any provision of this
150 Agreement is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. All
151 references to a time of day shall be Eastern Time. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** SELLER
152 represents that SELLER has the legal authority and capacity to convey the Property and enter into this
153 Agreement and that all prior agreements regarding the sale of the Property have been terminated. The Property
154 is to be offered to any person without regard to race, color, creed, sex, national origin, religion, age, handicap or
155 familial status. This is a legal and binding contract and is intended to bind the heirs, legal representatives,
156 successors and assigns of SELLER. If this Agreement is not fully understood, SELLER should seek competent
157 legal advice.

158 **12. TRANSACTION BROKER NOTICE**

159 As a transaction broker, _____ (insert name of Real Estate Firm
160 and its associates), provides to you a limited form of representation that includes the following duties:

- 161 1. Dealing honestly and fairly;
- 162 2. Accounting for all funds;
- 163 3. Using skill, care and diligence in the transaction;
- 164 4. Disclosing all known facts that materially affect the value of residential real property and are not readily
165 observable to the buyer;
- 166 5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the
167 licensee otherwise in writing;
- 168 6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent
169 disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a
170 price greater than the price submitted in a written offer, of the motivation of any party for selling or buying
171 property, that a seller or buyer will agree to financing terms other than those offered, or of any other
172 information requested by a party to remain confidential; and
- 173 7. Any additional duties that are entered into by this or by separate written agreement.

174 Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally,
175 parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation
176 allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee
177 will not work to represent one party to the detriment of the other party when acting as a transaction broker to both
178 parties.

179 Date: _____ Signature: _____

180 Signature: _____

181 **13. SPECIAL CLAUSES AND ATTACHMENTS:** [] None [] Clauses [] Attachments _____ through _____
182 are incorporated herein by reference.

183 **14. SOCIAL SECURITY NUMBER.** SELLER agrees to provide SELLER's Social Security or Tax I.D. number
184 to the closing attorney/settlement agent upon request.

185 **15. RECEIPT.** SELLER hereby acknowledges receipt of a copy of this Agreement and all attachments
186 thereto.

187 _____
188 **BROKER Firm Name** _____ **SELLER** _____ **Date** _____

189 **By:** _____
190 **Authorized Listing Licensee** _____ **SELLER** _____ **Date** _____

191 _____
192 **BROKER's Office Phone #** _____ **Licensee's Phone #** _____

193 _____
194 **Licensee's e-mail** _____

195 _____

196 _____
SELLER's Mailing Address _____

197 _____
198 **SELLER's Home Phone #** _____ **SELLER's Work Phone #** _____

199 _____
200 **SELLER's e-mail** _____