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Exclusive Brokerage Listing Agreement

This Exclusive Brokerage Listing Agreement ("Agreement") is made between __________________ ("Seller") and __________________ ("Broker").

1. Authority to Sell Property
Seller gives Broker the exclusive right to market and sell the property described below ("Property"). This right starts on __________________ and ends at 11:59 p.m. on __________________ ("Termination Date"). During this time, Seller agrees not to use another real estate agent to sell the Property. However, the Seller may sell the Property directly to a buyer without paying a commission to the Broker.

Once a sales contract is signed and all financing and inspection conditions are met, this Agreement stays in effect until the deal officially closes. Seller and Broker understand that this Agreement does not guarantee a sale. The Property will be offered in compliance with all federal, state, and local fair housing laws. Seller promises that they have the legal right to sell and transfer the Property and any included items.

2. Property Description
(a) **Address:** ____

Legal Description: ____

☐ See Attachment

(b) **Included Personal Property/Appliances:** ____________________

☐ See Attachment

(c) **Occupancy:**
☐ Property is not occupied by a tenant.
☐ Property is occupied. Lease ends ____________________________

3. Price and Terms
(a) **Price:** $_________________
(b) **Financing Options Accepted:** ☐ Cash ☐ Conventional ☐ VA ☐ FHA ☐ Other: __________________

(c) **Seller Financing:** Seller agrees to hold a purchase money mortgage for $________________ under these terms: ____

☐ **Assumption of Mortgage:** Buyer may take over Seller's existing mortgage of $______**, plus an assumption fee of $**. Terms: _______% interest for ______ years beginning __________________ at ☐ fixed ☐ variable rate (describe): ________________________

(d) **Other Terms:** ____

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4. Seller Financing Disclosure
Buyer may assume a mortgage of $________________ with these terms:
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5. Broker's Compensation & Additional Conditions

- Seller may be responsible for paying taxes, insurance, and other expenses until closing. The seller should confirm with their lender or closing agent.
- Seller must ensure all mortgage payments and legal disclosures are made until closing.
- The seller should seek legal and tax advice before offering financing. Seller is responsible for making sure financing terms comply with the law.
- Seller agrees to pay mortgage discounts, closing costs, or concessions up to: ______________________________

Broker's Duties
Broker agrees to actively market and work to sell the Property under this Agreement. This includes:

1. Marketing the Property, placing a "For Sale" sign, and listing it in the MLS.
2. If Broker is not an MLS member, they may use another MLS agent or marketing company to list the Property within one (1) business day of advertising it publicly.
3. Property information may be shared with the public, including online.
4. Broker may cooperate with and pay other brokers (including buyer's agents) under MLS rules.
5. Once the Seller accepts a purchase contract, Broker does not have to continue marketing unless both parties agree in writing. Seller may also allow Broker to keep marketing the Property after a contract is signed if both agree in writing.

6. Broker's Authority

Seller allows Broker to:

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

1. Public marketing may include flyers, yard signs, online ads, digital listings on websites, MLS displays, email campaigns, and other tools available to the public.
2. Broker may also market the Property to other real estate agents outside Broker's office.
3. Place appropriate transaction signs on the Property (unless excluded under 6(b)(i)).
4. Use the Seller's name when marketing the Property.
5. Advertise the Property online, but do not show the exact street address.

(b) Opt-Out of Public Marketing / Limitations:

1. If Seller does not allow the Property to be listed on the MLS, then:
   - The Property will not appear on the MLS.
   - A "For Sale" sign will not be placed on the Property.
   - Broker will only be able to market the Property to agents within Broker's own office.
     (Seller initials required) __________ / __________

(c) Request and obtain information about the current mortgage(s) on the Property.
(d) Provide market analysis and value comparisons to potential buyers.
(e) If agreed: ☐ Use a lockbox system so that agents can show the Property. Seller is advised to secure or remove valuables. Seller agrees Broker and its local Board/Association are not responsible for any loss or damage related to lockbox use.
(f) Allow the Property to appear on Virtual Office Websites (VOWs). Unless limited:

- The Property may be displayed on both Broker's VOW and the MLS's VOW.
- These may include automated value estimates (AVMs), reviews, or comments about the Property.
- Seller can choose to opt out of AVMs ☐ or reviews/comments ☐.
  (g) Authorize Broker to display a link to the Property on third-party websites, provided those sites update the information regularly.
  (h) Allow Broker to collect Property-related information from any source, including MLS or other websites with Property details or reviews.

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7. Seller's Responsibilities

In return for Broker's efforts, Seller agrees to:

1. Cooperate fully with Broker, and refer all inquiries from other real estate agents to Broker immediately.
2. Disclose any important facts about the Property that could affect its value or sale.
3. Provide the Broker with the information requested about the Property.
4. Give Broker keys and allow reasonable access to show the Property.
5. Do not negotiate directly with buyers, but send them to the Broker.
6. Protect and release Broker from any liability, damages, or costs that may arise from:
   - Seller's misrepresentations or failure to disclose,
   - Broker's reliance on incorrect information from Seller,
   - Use of a lockbox, or
   - Unauthorized individuals signing this Agreement.
7. Provide the Broker with a current mortgage payoff statement and other required closing documents.
8. Provide any needed information for FIRPTA compliance (IRS Section 1445).
9. Pay association fees, assessments, or charges related to the Property's value, if not already disclosed. Seller also certifies they are not aware of undisclosed issues such as building code violations, unpermitted work, or similar material facts, except as listed here:

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8. Compensation

Seller agrees to pay Broker as follows if Broker finds a buyer who is ready, willing, and able to purchase the Property (or any interest in it) on the terms of this Agreement, or on terms acceptable to Seller:

(a) ***% of the purchase price plus $___*** OR a flat fee of $________.

- This is earned once the closing date in the sales contract arrives.
- Closing does not have to occur for the Broker to earn this fee.

(b) Lease/Option: _____% of the option fee, when the option contract is created. If the option is used, Seller will also pay the sales fee in (a), minus what Broker already received.

(c) Lease/Rental: _____% of the total lease value, due when Seller signs a lease or rental agreement (whichever happens first).

- This fee is not owed if the Property is already covered by an exclusive right-to-lease contract.

(d) Broker's fee is also due if:

1. The Property (or any interest in it) is transferred by sale, lease, exchange, government action, bankruptcy, or other means involving a real estate licensee.
2. Seller refuses or fails to sign an offer that matches the price and terms of this Agreement.
3. Within ____ days after the Agreement ends ("Protection Period"), Seller transfers or agrees to transfer the Property to a buyer who Broker (or any licensee) communicated with before the Agreement expired.
    - No fee is owed if the Property is re-listed with another broker after the Agreement ends and then sells.

(e) Earned Deposits: Broker is entitled to ____% of all forfeited deposits, in addition to other agreed fees, but not exceeding the fee in 8(a).

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

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9. Notice to Seller About Buyer's Brokers

- A buyer's broker, even if paid by the Seller or Broker, represents the buyer.
- Seller understands they may, but are not required to, compensate a buyer's broker.
- Broker has explained that part of Broker's fee may be shared with a buyer's broker (see Paragraph 10).

Seller also understands:
(a) Broker may also act as the buyer's broker in this transaction.
(b) If Broker is paid as a buyer's broker, the fee in Paragraph 8 covers both Seller's broker duties and buyer's broker compensation (Paragraph 10a).
(c) Seller should consider this when negotiating Broker's total compensation.

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10. Compensation to Buyer's Brokers

Commissions are negotiable and not set by law. Seller agrees to (check one or more):

(a) ☐ Allow Broker to pay the buyer's broker from Broker's fee: **_% of purchase price or $__**.
(This will come out of the amount Seller already agreed to pay Broker in Paragraph 8.)

(b) ☐ Agree to pay the buyer's broker directly: **_% of purchase price or $__**.

(c) ☐ Not compensate any buyer's broker.

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11. Broker/Agency Role Disclosure

Broker will act as (check one):
☐ Transaction broker
☐ Single agent
☐ No brokerage relationship

Broker may switch to transaction broker or no brokerage if the Seller gives written consent.

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12. Conditional Termination

At Seller's request, Broker may allow this Agreement to be conditionally terminated.

- Cancellation must be in writing and approved by the Broker.
- Seller agrees to reimburse Broker for marketing expenses, time spent, and pay a cancellation fee of $______ plus tax.
- Broker must sign a Conditional Termination Agreement.
- Seller must still pay the compensation described in Paragraph 8.

13. Dispute Resolution

This Agreement will follow Florida law. Any disputes, claims, or disagreements related to this Agreement or its breach will first go to mediation under the American Arbitration Association or another mediator chosen by both parties.

If mediation does not resolve the issue and a lawsuit is filed, the winning party will be entitled to recover reasonable attorney's fees and costs — unless both parties agree to handle disputes through arbitration instead.

Arbitration Option: If both parties initial below, Seller **()** **(**) and Broker/Authorized Associate **()** **(**) agree that any disputes not resolved through mediation will go to binding arbitration. Arbitration will follow the rules of the American Arbitration Association or another arbitrator agreed upon by both parties. Each party must pay their own legal costs and share equally in the arbitrator's fees and administrative expenses.

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14. Miscellaneous

- This Agreement is binding on Seller's and Broker's heirs, personal representatives, successors, and assigns.

- Broker may assign this Agreement to another listing office.
- This Agreement represents the entire understanding between Seller and Broker. Any earlier or separate agreements are not valid unless they are included here.
- Electronic signatures, initials, and changes sent by fax will be treated as originals and will be binding.
- The word "buyer" in this Agreement also includes tenants, exchangers, option holders, and other potential or actual transferees.

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15. Additional Terms

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Seller's Signature: ______________________________ Date: _____________________
Home Phone: ____________________ Work Phone: ____________________ Fax: ____________________
Address: ____
Email: ____

Seller's Signature: ______________________________ Date: _____________________
Home Phone: ____________________ Work Phone: ____________________ Fax: ____________________
Address: ____
Email: ____

Broker/Authorized Sales Associate: ____________________________ Date: ___________________
Brokerage Firm: _____________________________ Phone: _______________________
Address: ____

☐ Copy given to Seller on: [ ] Email [ ] Fax [ ] Mail [ ] Personal Delivery

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