Exclusive Right of Sale Listing Agreement

This Exclusive Right of Sale Listing Agreement (“Agreement”) is entered into by and between:

____ (“Seller”)

and ____ (“Broker”).

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1. **Authority to Sell Property:**
The Seller grants the Broker the EXCLUSIVE RIGHT TO SELL the real and personal property (together referred to as “Property”) described below, at the price and terms outlined herein. This Agreement begins on _____________________ and ends at 11:59 p.m. on _____________________ (“Termination Date”).

   Once a contract for the sale and purchase of the Property is fully executed, all rights and obligations under this Agreement will end, except that the Seller remains responsible for paying Broker’s compensation as stated below. Both parties understand that this Agreement does not guarantee a sale.

   The Property will be marketed and offered without discrimination based on race, color, religion, gender, disability, family status, national origin, or any other category protected by federal, state, or local laws. The Seller affirms that they have full legal authority to transfer ownership of the Property and all improvements.

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

   Legal Description: _____________________________________ □ See Attachment

   (b) **Personal Property (including appliances):** __________________________ □ See Attachment

   (c) **Occupancy:**
The Property □ is □ is not occupied by a tenant. If leased, the rental agreement ends on _____________________.

3. **Price and Terms:**
The Property is offered under the following terms, or any other terms acceptable to Seller:

   (a) **Asking Price:** $ _____________________

   (b) **Financing Options:** □ Cash □ Conventional □ VA □ FHA □ Other: _____________________

   (i) **Seller Financing:** Seller will provide a purchase money mortgage of $ _____________________ under these conditions: _____________________.

   (ii) **Assumption of Mortgage:** Buyer may assume an existing mortgage of $ _____________________ plus accrued interest from _____________________. The loan has a term of ______ years beginning in ______, with an interest rate of ______% □ fixed □ variable (describe) _____________________.

   Note: The Seller should obtain a copy of the mortgage note from their lender to confirm whether the loan is assumable and whether the buyer must qualify.

   (c) **Seller’s Expenses:** Seller will be responsible for mortgage satisfaction fees, title charges, recording costs, and any other expenses the Seller agrees to cover in connection with the sale.

4. **Broker's Duties:**
   The Broker agrees to actively and continuously market the Property for sale, consistent with the terms of this Agreement and any accepted contracts. Unless not in the Seller's best interest, the Broker will:

   - List the Property in the Multiple Listing Service ("MLS").
   - Cooperate with other brokers to promote the sale.
   - Make the Property available for showings at reasonable times.

5. **MLS and Marketing Authorization:**
   The broker may place this listing in the MLS. Doing so benefits the Seller by encouraging cooperation among brokers and exposing the Property to more potential buyers.

   As an MLS member, Broker must submit this listing to the MLS within one (1) business day after marketing the Property publicly by any method. Seller authorizes inclusion of the Property in the MLS and agrees that the listing will be published in accordance with MLS rules, including Internet Data Exchange (IDX).

   Seller also authorizes Broker to report listing information, sale price, terms, and financing details of any completed transaction to the MLS, so that MLS members may use the information for comparative market analysis, appraisals, and related professional purposes.

6. Broker's Authority

The Seller authorizes the Broker to:

(a) **Market the Property to the Public** (unless restricted by Section 6(b)(i) below):

1. Public marketing includes, but is not limited to: flyers, yard signage, online advertising on public-facing websites, digital display platforms (e.g., IDX or VOW), email campaigns, multi-brokerage listing systems, and any tools accessible to the general public.
2. Marketing also includes exposure to real estate agents who are not affiliated with Broker's office.
3. Place "For Sale" or other transaction-related signs on the Property, unless prohibited under Section 6(b)(i).
4. Use the Seller's name in marketing or advertising efforts for the Property.
5. If necessary, place a lockbox at the Property's listed address for access.

(b) **Opt-Out of Public Marketing / Seller's Choice**:

1. ☐ Seller does not authorize the Property to be displayed in the MLS.
2. Seller acknowledges that by choosing 6(b)(i), no "For Sale" sign will be placed on the Property.
3. Seller further acknowledges that by selecting 6(b)(i), Broker's marketing will be limited to agents within Broker's office only.
   ____ Initials of Seller

(c) Obtain information about the current mortgage(s) on the Property.
(d) Provide buyers with an objective comparative market analysis for the Property.

(e) If applicable, □ use a lockbox system to provide access. The lockbox does not guarantee security. Seller is encouraged to safeguard or remove valuables. Seller releases Broker, those working under Broker, and the local Board/Association from liability for any damage or loss connected to lockbox use.
(f) Offer compensation to cooperating brokers, and file notice of Seller's acceptance with the MLS.
(g) **Internet Data Exchange (IDX) and Virtual Office Websites (VOWs):**

1. Some brokers provide online services where an automated property value estimate or related data may be displayed.

2. Unless restricted below, Seller authorizes the use of automated valuations and public comments or reviews about the Property on a VOW.

3. □ Seller does not authorize an automated property value estimate (or hyperlink) to appear with the Property listing.

4. □ Seller does not authorize third parties to post comments/reviews (or links to such reviews) in connection with the Property listing.

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7. Seller's Obligations

In exchange for Broker's services, the Seller agrees to:

(a) Cooperate fully with Broker in carrying out this Agreement, including referring all inquiries about the sale or transfer of the Property directly to Broker.
(b) Provide Broker with information necessary for MLS compliance, acknowledging that failure to do so may result in MLS penalties.
(c) Supply keys to the Property and ensure reasonable access for showings.
(d) Indemnify and hold Broker harmless from any loss, liability, cost, or expense (including attorney's fees) arising from:

- Seller's negligence, misrepresentations, or failure to disclose;

- Use of a lockbox;

- Existence of material facts not disclosed about the Property.
  This obligation continues even after the Agreement ends or the sale closes.
  (e) Notify Broker in writing of any pending or expected foreclosure or bankruptcy that may affect the Property.
  (f) Pay any foreign seller tax withholding required under FIRPTA (Internal Revenue Code Section 1445).
  (g) Make all legally required disclosures, including any facts that significantly affect the Property's value but are not easily observable by the buyer. Seller affirms that all such information will be disclosed to Broker and potential buyers.
  (h) Seek professional advice for specialized matters such as legal issues, taxes, environmental conditions, property condition, foreign reporting, or other technical requirements.

8. Compensation

The Seller agrees to compensate the Broker as described below if the Broker produces a buyer who is ready, willing, and able to purchase the Property (or any interest in it) either under the terms of this Agreement or under any other terms the Seller finds acceptable. Compensation to Broker will be as follows:

(a) _____ % of the total purchase price, plus a broker's fee of OR $ __________.
(b) **Earned Fee:** The Broker's commission is earned at the time of closing as specified in the sales contract. However, closing is not required for the Broker's fee to be due.
(c) **Option:** _____ % of the consideration paid if an option is created. If the option is exercised, the Seller will pay the fee described in Paragraph 8(a), minus any amount already received under this option.
(d) **Lease:** If Seller signs or agrees to a lease during the term of this Agreement, Broker's fee is due as of the lease date or agreement date, whichever comes first. (This fee does not apply if the Property is occupied under an exclusive right-to-lease agreement.)
(e) **Owner's Refusal, Default, or Transfer:** Broker earns the agreed fee if:

1. Any interest in the Property is transferred (by sale, lease, option, exchange, assignment, or other means) at any price acceptable to the Seller, including those outlined in this Agreement;

2. Seller defaults on a signed sales contract; or

3. Seller contracts with a buyer (or accepts an offer) within _____ days after the Termination Date ("Protection Period"), provided the buyer had been introduced to the Property during the Agreement term by Broker, Seller, or any real estate licensee. No fee is due if the Property is relisted after the Termination Date and sold through another broker.
   (f) **Retained Deposits:** Broker is entitled to _____ % of any deposits retained by Seller as liquidated damages if the buyer defaults, but not exceeding the amount in Paragraph 8(a).

Note: Brokerage fees are fully negotiable and not fixed by law.

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9. Notice to Seller Regarding Buyer's Brokers

The buyer's broker, even if compensated by the Seller or Broker, represents the buyer. The Seller is informed and understands that they may—but are not obligated to—pay a buyer's broker at closing. The Seller may enter into a separate written agreement to pay the buyer's broker or authorize Broker to pay the buyer's broker as provided in Paragraph 10.

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10. Compensation to Buyer's Brokers

Since commissions are negotiable, the Seller agrees to the following (check all that apply; if no option is marked, option (c) applies by default):

(a) ◻ Seller authorizes Broker to offer buyer's broker compensation of _____ % of the purchase price or $ __________. This amount will be paid by Broker to the buyer's broker from the fee Seller owes Broker (see Paragraph 8). A separate written agreement between Broker and the buyer's broker will confirm this.

(b) ◻ Seller authorizes Broker to pay buyer's broker directly from Seller in the amount of _____ % of the purchase price or $ __________. This compensation will be documented in a separate written agreement between the Seller and the buyer's broker.

(c) ◻ No compensation will be offered to the buyer's broker.

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11. Brokerage Relationship

SINGLE AGENT NOTICE

Florida law requires that all real estate licensees acting as single agents must disclose their duties to both buyers and sellers.

As a single agent, ____________________________ and its associates owe the following duties:

1. Deal honestly and fairly;
2. Show loyalty;
3. Maintain confidentiality;
4. Obey lawful instructions;
5. Provide full disclosure.
6. Properly account for all funds.
7. Perform the transaction with skill, care, and diligence;
8. Present all offers and counteroffers promptly, unless a party has already instructed otherwise in writing; and
9. Disclose all known facts that significantly impact the value of residential property and are not easily visible.

______________________________________ **Date** __________
Signature

______________________________________ **Date** __________
Signature

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12. Conditional Termination: At the Seller's request, the Broker may agree to end this Agreement on a conditional basis. If the Broker consents, the Seller must sign a withdrawal form, reimburse the Broker for any direct marketing expenses, and pay a cancellation fee of $___________ plus applicable taxes. The Broker may revoke the conditional termination, and if the Seller sells or agrees to sell the Property (or any part of it) during the period between the conditional termination date and the Termination/Protection Period, the Seller will owe the fee stated in Paragraph 8(a), minus the cancellation fee already paid.

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13. Dispute Resolution: This Agreement will be interpreted under Florida law. Any disputes, claims, or disagreements between the parties related to this Agreement or its breach will first go to mediation under the rules of the American Arbitration Association or another mutually agreed mediator. If litigation follows, the prevailing party is entitled to reasonable attorney's fees and costs, unless both parties agree instead to arbitration as outlined here:
Arbitration: If initialed below, Seller (**)(**) and Broker or Authorized Associate (**)(**) agree that unresolved disputes will be settled by binding arbitration in the county where the Property is located, under the rules of the American Arbitration Association or another agreed arbitrator. Each party will cover its own legal fees, costs, and expenses, while arbitrator's fees and administrative expenses will be split evenly.

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14. Miscellaneous: This Agreement applies to and binds the Seller's and Broker's heirs, representatives, successors, and assigns. The Broker may transfer this Agreement to another listing office. No agreements or representations made prior to or outside of this Agreement will be binding unless included here. Electronic signatures are valid and enforceable. Faxed signatures, initials, or modifications will be treated as originals. The word “Seller” in this Agreement also includes buyers, tenants, exchangers, option holders, and similar parties.

15. Additional Terms: ____

The Parties also acknowledge that this form should not be used to communicate compensation offers to buyer brokers or their representatives through the MLS.

Seller’s Signature: ____ Date: ____________
Home Phone: __________________ Work Phone: __________________ Fax: __________________
Address: ____
Email: ____

Seller’s Signature: ____ Date: ____________
Home Phone: __________________ Work Phone: __________________ Fax: __________________
Address: ____
Email: ____

Broker or Authorized Agent: __________________________________ Date: ____________
Brokerage Firm: ____ Phone: ___________________________
Address: ____

Copy provided to Seller on ____________________________ via ☐ email ☐ fax ☐ mail ☐ hand delivery.