

Exclusive Right of Sale Listing Agreement

This Exclusive Right of Sale Listing Agreement ("Agreement") is made between _____ ("Seller") and _____ ("Broker").

1. **Right to Sell Property:** Seller grants Broker the EXCLUSIVE RIGHT TO SELL the real and personal property described below ("Property"), at the price and terms outlined herein. This Agreement begins on _____ and ends at 11:59 p.m. on _____ ("Termination Date"). If a contract for sale and purchase is signed during this term, the Agreement will automatically extend until the closing of that contract. This Agreement does not guarantee a sale. The Property will be marketed and offered without discrimination based on race, color, religion, sex, disability, familial status, national origin, or any other protected class under federal, state, or local law. Seller affirms that they have full legal authority to convey the Property and all improvements.
2. **Property Description:**
 - (a) Street Address: _____
Legal Description: _____
☐ See Attachment _____
 - (b) Personal Property/Appliances: ☐ See Attachment _____
 - (c) Occupancy:
Property ☐ is ☐ is not currently tenant-occupied. If occupied, lease expires: _____.
3. **Price and Terms:** The Property is offered under the following terms, or others acceptable to Seller:
 - (a) Price: \$ _____
 - (b) Financing Options: ☐ Cash ☐ Conventional ☐ VA ☐ FHA ☐ Other: _____
 - (c) Seller Financing: Seller will provide a purchase money mortgage of \$ _____.
 - (d) Assumption of Existing Mortgage: Buyer may assume existing mortgage of \$ _____, plus accrued interest from _____, **at % interest, payable \$** monthly (including ☐ taxes ☐ insurance ☐ fixed ☐ variable).

Lender approval of assumption ☐ required ☐ not required ☐ unknown. **Important Notices to Seller:** (1) You may continue to consider and negotiate other offers until a contract closes. (2) If Buyer's financing is a condition of the agreement, Seller will not be required to pay discount points or financing costs unless otherwise agreed.

 - (e) Seller's Expenses: Seller will pay financing or mortgage-related costs not exceeding \$ _____, along with these additional expenses: _____.
4. **Broker's Duties and Authority:** Broker agrees to actively and diligently seek a buyer for the Property. Broker is authorized to: (a) list the Property in the multiple listing service (MLS); (b) market the Property through various methods, including online advertising, yard signs, and open houses; and (c) promote the Property to potential buyers and provide them with relevant information.
5. **Multiple Listing Service (MLS):** Broker will place the Property in the MLS unless the Seller directs otherwise in writing. The MLS exposes the Property to a wide pool of buyers and brokers. As an MLS participant, Broker may: (a) disclose to prospective buyers and their agents whether other offers exist, and (b) confirm if offers have been made in response to inquiries.

6. Broker's Authority: Seller authorizes Broker to:

(a) Market the Property to the Public (unless limited under Paragraph 6(b)):

1. Public marketing includes flyers, yard signs, digital ads on public websites, brokerage websites, IDX or VOW displays, email campaigns, multi-broker listing networks, and other online tools accessible to the public.

2. Public marketing also allows Broker to promote the Property to real estate agents outside Broker's office.
3. Place transaction details regarding the Property (except if limited by 6(b)(i)).
4. Use the Seller's name in connection with advertising the Property.
5. Advertise the Property on the Internet (street address may be excluded).

(b) Opt-Out of Public Marketing ("Seller Opt-Out"):

1. ☐ Seller does not authorize Broker to display the Property in the MLS.
2. Seller understands that if this option is selected, a "For Sale" sign will not be placed on the Property.
3. Seller further acknowledges that if this option is selected, marketing will be limited only to agents within the Broker's office.

_____/_____
Seller's Initials / Seller's Initials

(c) Obtain information related to existing mortgage(s) on the Property.

(d) Provide prospective buyers with objective market analysis.

(e) (If checked) ☐ Use a lockbox system for showings and access. Seller is advised to secure valuables, as the lockbox does not guarantee safety. Seller releases Broker, cooperating brokers, and the local Association from liability for loss or damage related to lockbox use.

(f) Withhold verbal offers: ☐ Broker will withhold offers once Seller has accepted a sales contract.

(g) **Virtual Office Websites (VOWs):** Broker may display the Property on online brokerage platforms. These sites may include automated value estimates (AVMs), sales comparisons, and/or third-party comments. Unless restricted below, VOWs may display these items:

1. ☐ Seller does not authorize automated value estimates (or related links) to appear with the Property listing.
2. ☐ Seller does not authorize third-party comments, reviews, or related links to appear with the Property listing.

7. Seller's Obligations: In exchange for Broker's efforts, Seller agrees to:

(a) Cooperate fully with Broker, including forwarding all inquiries, offers, or contacts about the Property directly to Broker. If Seller fails to do so, and Broker loses the commission as a result, Seller must still pay Broker the agreed fee (minus any amounts received from another licensee).

(b) Provide Broker with all documents that a buyer or lender may reasonably require.

(c) Authorize Broker to release mortgage, escrow, and HOA details to the closing agent.

(d) Comply with all federal, state, and local laws or regulations regarding the Property.

(e) Allow Broker reasonable access to show the Property.

(f) Provide keys and access for Broker to show the Property as needed.

8. Compensation:

Seller agrees to pay Broker a commission of **% of the purchase price OR \$__** (plus applicable sales tax), due at closing.

- Broker earns this fee once the Seller signs a purchase and sale contract, option agreement, or otherwise agrees to transfer the Property.

- If the sale fails due to the Seller's default, Broker's fee is still due in full.
- Broker's fee also applies if, during this Agreement, Seller transfers the Property directly or indirectly to a buyer who was shown the Property by Broker or an MLS participant.
- Broker's fee also applies if, within ____ days after expiration, Seller transfers the Property to someone Broker (or an MLS participant) previously negotiated with — unless Seller signs a new valid listing agreement with another broker.
- Broker may instruct the closing agent to pay the commission directly from the Seller's proceeds at closing.
- Seller is ultimately responsible for ensuring Broker is paid.

9. Tax Withholding (FIRPTA):

If Seller is a "foreign person" under FIRPTA (IRC §1445), Buyer may be required to withhold part of the sales price as tax and remit it to the IRS. The seller should seek professional tax advice on this matter.

10. Additional Terms:

Seller agrees to provide any additional information or documents reasonably needed for the sale, including disclosures, surveys, title documents, etc. Seller understands that Broker cannot provide legal, tax, or other professional advice. The seller should seek appropriate experts for legal, tax, environmental, foreign reporting, and other specialized matters.

8. Compensation:

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

(a) **% of the purchase price plus \$_____** OR a flat fee of \$_____.

(b) Broker's commission is considered earned at the closing specified in the sales contract, although closing is not required for Broker to earn the fee.

(c) If Seller enters into an option agreement, the commission is earned when the option is created. If the option is exercised, Broker is entitled to the commission under 8(a), less any amount previously paid under this subsection.

(d) Broker's commission is also earned if Seller sells, transfers, or contracts to transfer the Property (including by lease, exchange, or assumption of existing lease).

(e) Broker's commission is not owed under the following circumstances:

1. If the Property (or an interest in it) is transferred by gift, inheritance, or other non-sale methods.
2. If Seller refuses or fails to sign an offer that meets the terms of this Agreement or later agrees with a buyer to materially change those terms.
3. If Seller transfers the Property within one (1) year after the Termination Date ("Protection Period") to a buyer who had prior contact with Seller, Broker, or any other licensee during the term of this Agreement. In such cases, the Seller must still pay Broker the commission if the sale results from that prior contact.

9. Notice to Seller Regarding Buyer's Brokers:

A buyer's broker represents the buyer, even if compensated by the Seller or the Broker. Seller understands:

(a) A buyer's broker may include their compensation in the offer. Broker, however, represents the Seller in this transaction.

(b) If this happens during the listing period, Broker remains entitled to the commission stated in Section 8. Any

payment to a buyer's broker under Section 10 is separate and in addition to Broker's commission. The seller should consider this when negotiating.

(c) Broker may also receive separate compensation directly from the buyer for services provided to that buyer.

10. Compensation to Buyer's Brokers:

Real estate commissions are not set by law and are fully negotiable. Seller agrees to the following (check all that apply; if none are checked, option (c) applies):

- (a) ☐ Seller authorizes Broker to pay buyer's broker **% of the purchase price or \$.** *(This will be paid from Broker's commission under Section 8.) The agreement will be set forth in writing between the Seller and the buyer's broker.*
- (b) ☐ Seller authorizes Broker to arrange payment directly from Seller to buyer's broker in the amount of **% of the purchase price or \$.** This will be set forth in a separate written agreement.
- (c) ☐ No compensation will be offered to a buyer's broker.
-

11. Brokerage Relationship:

NO BROKERAGE RELATIONSHIP NOTICE

Florida law requires real estate licensees who do not have a brokerage relationship with a potential seller or buyer to disclose their duties to both sellers and buyers.

As a real estate licensee with **no brokerage relationship** with you, _____ and its associates owe you the following duties:

1. Act honestly and fairly.
 2. Disclose all known facts that materially affect the value of residential property and are not readily visible to the buyer.
 3. Account for all funds entrusted to the licensee.
-

Signature _____

Date: _____

Signature _____

Date: _____

12. Conditional Termination:

At Seller's request, Broker may agree to conditionally terminate this Agreement. If Broker consents, Seller must sign a withdrawal agreement, reimburse Broker for all direct marketing expenses, and pay a cancellation fee of

Broker or Authorized Sales Associate: _____ Date: _____
Brokerage Firm Name: _____ Telephone: _____
Address: _____

Copy returned to Seller on: _____ by ☐ Email ☐ Fax ☐ Mail ☐ Personal Delivery
