Vacant Land Listing Agreement

This Exclusive Right of Sale Listing Agreement ("Agreement") is made between
____ ("Seller")
And brokerage ____ ("Broker").

1. **Authority to Sell Property:** Seller grants Broker the SOLE RIGHT TO SELL the real and personal property
(collectively "Property") indicated below, at the price and conditions outlined below, starting _________________
And ending at 11:59 p.m. on _______________________ ("Termination Date"). Once a sales contract for the Property has been executed, all obligations and rights under this Agreement shall automatically continue through the actual closing date of the sales contract. Seller and Broker understand that this Agreement does not promise a Sale. The Property will be marketed to all qualified buyers regardless of race, color, religion, sex, disability, or familial status.
Status, national origin, or any other category protected by federal, state, or local law. Seller warrants and confirms that she/he/it is legally authorized to convey the Property and all improvements.

2. **Description of Property:**
(a) Street Address: _______________________________
Legal Description: _____________________________ ☐ See Attachment
____

(b) **Personal Property**, such as storage buildings, electrical (including pedestal), plumbing, septic systems, water tanks, pumps, solar systems/panels, irrigation components, gates, domestic water systems, gate controllers, and accessories, fencing, timers, mailbox, utility meters (gas and water), windmills, cattle guards, existing
Landscaping, trees, shrubs, and lighting: ____________________________ ☐ See Attachment _____________________________

(c) **Occupancy:**
Property ☐ is ☐ not currently leased to a tenant. If occupied, lease ends
____

3. **Price and Terms:** The Property is offered under the following purchase terms or on other terms approved by Seller:
(a) Price: $___________________________
(b) **Financing Terms:** ☐ Cash ☐ Conventional ☐ VA ☐ FHA ☐ USDA ☐ Other (specify) _________________
☐ Seller Financing: Seller to carry a purchase money mortgage of $____________________
For _________ years beginning on.
☐ **Assumption of Existing Mortgage: Purchaser may assume the current mortgage of $ plus**
An assumption cost of $____________. The mortgage term is __________ years beginning in

________, with an interest rate of ______ % ☐ fixed ☐ adjustable (describe) ____________.

Assumption approval by lender ☐ is required ☐ is not required ☐ unknown. Notice to Seller: You might continue to be liable for an assumed mortgage after the Property is sold. Verify your liability with your lender. Seller guarantees that mortgage payments and escrow funds will be current at closing and will assign escrow to the buyer at settlement.

(c) Seller Expenses: Seller agrees to cover loan discount, other settlement fees, or concessions not exceeding $, and any additional expenses, Seller commits to pay in the transaction.

4. **Broker Obligations:** Broker shall make ongoing and diligent efforts to secure a purchaser for the Property until a sale. The contract is pending. Broker's office policy is to cooperate with all licensed brokers except where not in the Seller's best Interest.

5. **Multiple Listing Service:** Entering the Property into a multiple listing service ("MLS") benefits the Seller by exposing The Property to numerous potential buyers. As an MLS member, the Broker must timely submit the listing to the MLS. This Listing shall be posted in the MLS without delay unless Seller instructs Broker otherwise (initials) _____. Seller permits Broker to report this listing information, including sale price, terms, and financing information, on any resulting sale to Authorized Board / Association members and MLS users, unless the Seller provides written instructions to the contrary.

6. **Broker Authority:** Seller authorizes Broker to:
   (a) Perform advertising for the Property as Broker considers appropriate, including Internet advertising, unless restricted in (6)(a)(i) or (6)(a)(ii) below.
   (Seller opt-out) **Check one if applicable**
   (i) ☐ Display the Property on the Internet but omit the street address.
   (ii) ☐ Do not display the Property on the Internet at all.
   (ii) ☐ Seller does not grant Broker permission to display the Property on the Internet.
   Seller understands and agrees that if Seller selects option (ii), buyers searching online will not see any information about the Property as a result of their search.
   //______ Initials of Seller

(b) Place appropriate signage on the Property, including "For Sale" and "Sold" signs (after Seller signs a sales contract), and use Seller's name in connection with promoting or advertising the Property.
(c) Gather information regarding the current mortgage(s) on the Property.
(d) Provide unbiased comparative market information to potential purchasers.
(e) (Check if applicable) ☐ Use a lock box system and/or access code to show and enter the Property. A lock box or gate does not guarantee the Property's protection. Seller is encouraged to secure or remove valuables. Seller acknowledges that the lock box or gate is for Seller's convenience and releases Broker, persons acting through Broker, and Broker's local Board / Association from any responsibility or liability for loss or damage. ☐ Withhold verbal offers. ☐ Withhold all offers once the Seller has accepted a sales contract for the Property.
(f) Act in the capacity of a transaction broker unless another relationship is created in writing.

(g) **Virtual Office Websites:** Certain brokerages provide services through online platforms known as Virtual Office Websites (“VOWs”). These websites may display automated estimates of property value or reviews/comments relating to a property. A registered user on a VOW may obtain access to such automated valuations or comments about any property shown on the site. Unless restricted below, a VOW may display automated values or comments concerning this Property.
☐ Seller does not permit an automated valuation of the market value (or a link to such valuation) to appear with this Property’s listing.
☐ Seller does not allow third parties to post comments or reviews about this Property (or links to such comments or reviews) in connection with the listing.

7. **Seller Obligations and Representations:** In exchange for Broker’s duties, Seller agrees to:
(a) Work cooperatively with Broker to fulfill the purpose of this Agreement, including promptly referring to Broker all inquiries about transferring the Property, whether through sale or another form of conveyance.
(b) Provide Broker with accurate details about the Property known to Seller, including but not limited to availability of utilities, access to water, sewer or septic services, drainage or soil concerns, environmental conditions, commercial or industrial inconveniences (noise, odors, smoke, etc.), utility or other easements, shared driveways, encroachments, zoning, flood zones, tenancies, grave sites, abandoned wells, underground tanks, protected species, or protected nests.
(c) Give Broker access to the Property and make the Property available at reasonable times for Broker to show.
(d) Notify Broker before leasing, mortgaging, or placing any other encumbrance on the Property.
(e) Hold Broker harmless and indemnify Broker from any losses, costs, expenses or damages, including attorney’s fees, and from liability to anyone arising from (1) Seller’s negligence, statements, misstatements, actions, or failures to act; (2) Seller’s use of a lock box or gate code; (3) Seller’s failure to reveal material facts about the Property; or (4) a determined claim that another broker is entitled to compensation from Broker. This obligation survives Broker’s services and the transfer of title.
(f) Perform any action needed to meet FIRPTA requirements (Section 1445 of the Internal Revenue Code).
(g) Make all disclosures required by law, including facts that materially impact the Property’s value and are not apparent or known by the buyer. Seller states that Seller knows of no such facts (local code violations, hidden defects, etc.) other than the following:

____

Seller will immediately notify Broker of any relevant facts that arise after this Agreement is signed.
(h) Seek professional advice when necessary for matters involving legal, tax, environmental, property condition, foreign reporting, or other specialized topics.
(i) Seller represents that Seller is not aware of any default notice recorded against the Property; unpaid loans or other obligations secured by or affecting the Property; bankruptcy, foreclosure, or similar proceedings concerning the Property; litigation, investigation, arbitration,

administrative matters, or governmental action that might impact Seller's ability to transfer the Property; planned, pending, or existing assessments affecting the Property; special public improvements that may cause assessments; or any mechanics' or material supplier liens on the Property.

8. Compensation: Seller agrees to pay Broker as detailed below for securing a buyer who is ready, willing, and able to acquire the Property or any interest in it under the terms of this Agreement or under any other terms acceptable to Seller. Seller shall compensate Broker as follows:

(a) % of the full purchase price plus $____ OR $_______________, to be paid no

later than the closing date set in the sales contract. Closing is not required for the Broker to earn this fee.

(b) _______ ($ or %) of the option consideration, payable when the option is created. Should the option be exercised, Seller shall pay Broker the Paragraph 8(a) fee, less any amount Broker previously received under this provision.

(c) _______ ($ or %) of the total lease value as a leasing fee, due on the date Seller signs a lease or

agreement to lease, whichever happens first. This fee is not due if the Property is placed under an exclusive right-to-lease agreement.

(d) Broker's fee shall be owed in these situations: (1) If any portion of the Property is transferred by sale, lease, exchange, government action, bankruptcy, or any other method of conveyance, whether the buyer is procured by Seller, Broker, or any other party. (2) If Seller declines or fails to sign an offer matching the price and terms of this Agreement, defaults on an executed sales contract, or agrees with a buyer to cancel a signed contract. (3) If, within _____ days after the Termination Date ("Protection Period"), Seller conveys or agrees to convey the Property or any interest in it to any prospects with whom Seller, Broker, or any real estate licensee had contact about this Property before the Termination Date. No fee will be owed if the Property is relisted after the Termination Date and sold through another broker.

(e) Retained Deposits: As compensation for Broker's services, Broker shall receive ____% (50% if left

blank) of any deposits that Seller retains as agreed damages due to a buyer's default, not to exceed the

Paragraph 8(a) amount.

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

9. Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales

The Commission Lien Act allows a broker, after earning a commission under a brokerage agreement, to claim a lien against the seller's net proceeds for that commission. A broker's lien rights under the Act cannot be waived before the commission is earned.

10. Compensation to Other Brokers: Notice to Seller: Brokerage commissions are not established by law and are fully negotiable. Seller understands that:

a. Seller may, but is not required to, pay a buyer's broker at closing.

b. Seller may instead enter a separate written agreement to pay a buyer's broker or authorize Broker

to do so.

c. Seller selects one of the following (check one; if none checked, option "(iii)" will apply):

i. ☐ Seller authorizes Broker to offer payment to buyer's broker of %

of the purchase price or $. This amount will be specified in a separate

written agreement between Broker and buyer's broker.

ii. ☐ Seller authorizes Broker to communicate Seller's offer to pay buyer's broker

____% of the purchase price or $_____. This will be detailed in a separate

written agreement between the Seller and the buyer's broker.

iii. ☐ No payment will be made to the buyer's broker.

11. Conditional Termination: At Seller's request, Broker may agree to cancel this Agreement conditionally. If Broker consents, Seller must sign a withdrawal form, repay Broker for all actual marketing expenses, and pay a cancellation fee of $____________ plus tax. Broker may void the cancellation, and Seller shall owe the fee in Paragraph 8(a) minus the cancellation fee if Seller transfers or agrees to transfer the Property or any interest in it at any time between the date of conditional termination and the Termination Date or during the Protection Period, if applicable.

12. Dispute Resolution: This Agreement is governed by Florida law. Any conflicts, claims, or issues between the parties arising from or related to this Agreement, or its breach, will first be submitted to mediation under the rules of The American Mediation Association or another mediation process agreed by the parties. If a lawsuit results, the winning party is entitled to reasonable attorney's fees and expenses, unless the parties agree ☐, disagree ☐) that Disputes will instead be resolved by arbitration.

Arbitration: By initialing here () (), (), and Broker or Authorized Associate (_____) agree that any disputes not settled through mediation will be resolved by binding arbitration held in the county Where the Property is located, under the rules of the American Arbitration Association or another arbitrator chosen by the parties. Each party to an arbitration (or any court action enforcing this arbitration clause or award) shall be responsible for its own attorney's fees, costs, and expenses, and the parties will evenly divide the arbitrator's and administrative fees.

13. Miscellaneous: This Agreement is binding on the heirs, personal representatives, administrators,
Successors and assigns of both Seller and Broker. Broker may transfer this Agreement to a different listing office. This document represents the full and complete agreement between Seller and Broker. Any previous or current agreements or statements are not enforceable unless they are specifically included herein. Electronic signatures are acceptable and enforceable. Signatures, initials, or revisions sent by facsimile shall be treated as originals. The term “buyer” in this Agreement also refers to tenants, exchangers, optionees, and other potential or actual transferees.

14. Additional Terms:

Seller's Signature: ______________________________ Date: ____________
Home Telephone: ________________ Work Telephone: ________________ Facsimile: ________________
Address: ____
Email Address: ____

Seller's Signature: ______________________________ Date: ____________
Home Telephone: ________________ Work Telephone: ________________ Facsimile: ________________
Address: ____
Email Address: ____

Broker or Authorized Associate: ____________________________________ Date: ______________

Brokerage Firm Name: _______________________________________ Telephone: _______________

Address: ____ ______

Copy returned to Seller on _______________________ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.