



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 Real Estate Assessment # (optional): _____

13 (B) Personal Property Included: The Property will include all fixed equipment such as, but not limited to,
 14 automatic garage door opener & control(s), if any, drapery hardware, attached lighting fixtures, mailbox, all ceiling
 15 fans, fence, plants and shrubbery, all as now installed on the Property, and these additional items (to which no
 16 value has been assigned): _____
 17 _____
 18 _____

19 (C) Items specifically excluded: _____
 20 _____
 21 _____
 22 _____

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

28 (E) If possession will be given to a buyer at closing, SELLER shall sweep the Property clean and remove all
 29 personal property not included in the sale by time of closing.

30 **2. AUTHORITY TO SELL PROPERTY:** SELLER grants BROKER the exclusive right to sell the Property at the
 31 price and upon the terms described below, or any other price and terms acceptable to SELLER, for an exclusive
 32 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: \$ _____ (If SELLER changes Price review paragraph 11 again, ____/____ **initials**
38 of SELLER

39 (B) Method of payment: Cash Financing as follows: Conventional loan VA loan FHA loan
40 Mortgage assumption SELLER financing

41 (1) SELLER Financing: SELLER will hold a purchase money _____ mortgage in the amount
42 of \$ _____ with the following terms: _____
43 _____
44 _____

45 (2) Assumption of Existing Mortgage: The Mortgage is for a remaining term of approximately _____ years
46 at an interest rate of _____% per annum. Fixed Adjustable (describe) _____
47 Lender approval of assumption is is not required.

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

50 (C) SELLER agrees to pay:
51 (1) Closing Costs: Deed stamps, Owner's title insurance policy, Title search, Closing attorney/settlement fee,
52 SELLER's courier fees, Real estate brokerage fee, Satisfaction of mortgage and recording fee, Survey, Repairs
53 and replacements that may be agreed upon by SELLER and a buyer after the Property inspection(s) and
54 appraisal, Wood-destroying organism treatment and repairs not to exceed 1% of the sales price, for VA sale only,
55 wood-destroying organism report, One year home warranty (mark if applicable), Other(s) _____
56 _____

57 (2) All other charges required by a buyer's lender in connection with the loan which a buyer is prohibited from
58 paying by law or regulation.

59 (3) All mortgage payments, condominium or homeowners association fees and assessments, Community
60 Development District and government special assessments due and payable shall be made current at SELLER's
61 expense at the time of closing.

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

63 (A) SELLER authorizes and BROKER agrees to: (1) cause the Property to be photographed, place the Property
64 and the photograph in the Northeast Florida Multiple Listing Service, Inc. (NEFMLS) and to report to NEFMLS the
65 terms and financing information on any resulting sale for use by NEFMLS and the Northeast Florida Association
66 of Realtors, Inc. (NEFAR); (2) provide timely notice of status changes of the listing to NEFMLS and provide sales
67 information including selling price to NEFMLS upon sale of the property (3) place an appropriate sign on the
68 Property, including a sold sign when an offer has been accepted if BROKER desires; (4) advertise the Property as
69 BROKER deems advisable except if limited in paragraph 4(B); (5) order and obtain all items necessary to close
70 on the Property such as, but not limited to, title insurance and survey; (6) at BROKER's option, use SELLER's
71 name in connection with marketing and advertising of the Property, before and after the sale; and (7) obtain any
72 information relating to the present mortgage(s) on the Property. Additionally, SELLER hereby grants to NEFMLS,
73 NEFAR and BROKER the unlimited right to use, publish, disseminate, sell and license all text, graphics, photos,
74 virtual tours, documents and any other forms of data entered into the NEFMLS system and SELLER hereby
75 releases to NEFMLS, NEFAR and BROKER all of the SELLER'S interests in all intellectual property rights therein.

76 (B) SELLER authorizes BROKER to display all listing content relating to the Property on the Internet without
77 restriction except that information deemed confidential by NEFMLS.

78 SELLER authorizes BROKER to display all listing content relating to the Property on the Internet **except**
79 the street address of the Property and that information deemed confidential by NEFMLS.

80 If either of the above two boxes is marked, then SELLER must complete both of the following two selections:

81 NOTE: A Virtual Office Website (VOW) is a password-protected website or a feature of a website that allows
82 brokers to operate their businesses online.

83 SELLER does does not allow a Virtual Office Website to perform and display an Automated
84 Valuation Model (AVM) estimate of the market value of the Property or to hyperlink to a website to obtain such
85 estimate.

86 SELLER does does not allow third parties to write comments, reviews or blogs concerning the
87 Property, or to hyperlink to a website to obtain such comments, reviews or blogs on a Virtual Office Website.

88 SELLER does **not** authorize BROKER to display listing content relating to the Property on the
89 Internet except internally within the NEFMLS system. SELLER understands and acknowledges that, if SELLER
90 has selected this option, consumers who conduct searches for listings on the Internet will **not** see information
91 about the Property in response to their search. _____/_____ **initials** of SELLER

92 If SELLER withholds consent for listing content display on all Internet sites **except** BROKER's,
93 BROKER may take the listing but it is not eligible for inclusion in NEFMLS. _____/_____ **initials** of SELLER

94 (C) SELLER desires does not desire utilization of a NEFAR authorized lock box system. **If SELLER**
95 **desires a NEFAR authorized lock box system, see Lock Box Addendum.** _____/_____ **initials** of
96 SELLER

97 (D) SELLER desires BROKER to Withhold verbal offers Withhold all offers after SELLER accepts a
98 contract for sale.

99 **5. SELLER OBLIGATIONS:** SELLER agrees to: (A) cooperate with BROKER in carrying out the purposes of this
100 Agreement, and to refer immediately to BROKER all inquiries regarding the sale of the Property; (B) provide
101 BROKER with keys to the Property and make the Property available to BROKER to show during reasonable
102 times; (C) make the Property available for inspections during the time provided in the contract for sale and to keep
103 utilities active until closing. (D) inform BROKER prior to leasing, mortgaging or otherwise encumbering the
104 Property, **including advances on any home equity line of credit;** (E) indemnify and hold BROKER harmless
105 from loss, damage, costs and expenses of any nature, including reasonable attorney's fees, and from liability to
106 any person which BROKER incurs because of SELLER's negligence, representations, misrepresentations,
107 actions, inactions, use of the lock box, and the existence of facts materially affecting the value of the Property,
108 which indemnity will survive performance of this Agreement by BROKER, termination of this Agreement and the
109 closing of the sale of the Property; (F) authorizes BROKER in response to inquiries from buyers or cooperating
110 brokers to disclose the existence of offers and whether such offers were obtained by the listing licensee, by
111 another licensee in the listing firm, or by a cooperating broker. (G) comply with the Foreign Investment Real
112 Property Tax Act (FIRPTA); (H) comply with all mandatory disclosures imposed by federal and state laws and
113 regulations, and by local ordinances such as those pertaining to noise and airport zones; and (I) execute a
114 statutory general warranty deed, trustee's, personal representative's or guardian's deed as appropriate to the
115 status of SELLER unless otherwise specified as follows, including the joinder of the SELLER's spouse, _____
116 _____

117 The Property is subject to the following:

118 Homeowner's Association fees and assessments in the amount of \$ _____ per _____

119 Master Association fees and assessments in the amount of \$ _____ per _____

120 Condominium Association fees and assessments in the amount of \$ _____ per _____

121 Condominium or Homeowner's Association Special Assessments in the amount of \$ _____ per _____

122 Community Development District fees and assessments in the amount of \$ _____ per year

123 Other Assessments (_____) in the amount of \$ _____ per _____

124 Association Fees and assessments are payable to : _____ (name of payee)

125 Payee's address is _____

126 Payee's phone number is _____

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

130 **7. COMPENSATION and COOPERATION:** BROKER will cooperate with and compensate all NEFMLS brokers,
131 NEFMLS reciprocal brokers and MLSAdvantage brokers acting in all legally recognized brokerage relationships
132 except _____. For finding a buyer ready, willing and able to purchase the Property,
133 SELLER will pay BROKER, no later than the date of closing, a brokerage fee of \$_____ and
134 _____% of the contract sale price or \$_____, whichever is greater, whether the buyer be
135 secured by BROKER or SELLER, or by any other person. BROKER agrees to pay a selling (cooperating) broker
136 compensation of _____% of the contract sale price or \$_____. If none, the Property cannot be placed
137 in NEFMLS. The brokerage fee is due in the following circumstances: (1) If any interest in the Property is
138 transferred, whether by sale, exchange, governmental action, bankruptcy or any other means of transfer,
139 regardless of whether the buyer is secured by BROKER, SELLER or any other person; (2) if SELLER refuses or
140 fails to sign an offer at the price and terms stated in this Agreement, fails to perform or defaults on an executed
141 purchase and sale agreement, or agrees with buyer to cancel an executed purchase and sale agreement without
142 BROKER'S written consent. If there is a conveyance of title to the Property within twelve (12) months after
143 termination of this Agreement to any person to whom the Property has been shown during the term of this
144 Agreement, including any extension(s) hereof, SELLER will pay the full brokerage fee to BROKER on demand.
145 However, no brokerage fee will be due BROKER if, after this Agreement is terminated, the Property is listed with
146 another broker and sold through that brokerage agreement. In any sale of the Property, permission is given to
147 BROKER to represent and receive brokerage fees from both a buyer and SELLER.

148 Notwithstanding the foregoing, in the event the Property is rented or leased during the term of this Agreement or
149 within twelve (12) months after termination of this Agreement to any person to whom the Property has been
150 shown during the term of this Agreement, including any extensions(s) hereof, SELLER will pay BROKER a rental
151 or leasing fee of _____% of the gross rentals paid or to be paid, or a flat fee of \$_____, whichever is greater, on
152 the date SELLER enters into a lease or an agreement to lease, whichever is earlier; however, no rental or leasing
153 fee will be due BROKER if, after this Agreement is terminated, the Property is listed with another broker and
154 rented or leased through that brokerage agreement. If there is a conveyance of title of the Property to any such
155 person (tenant) within twelve (12) months from the termination of any lease or rental agreement or extensions
156 thereof, SELLER will pay BROKER the full brokerage fee on demand. The aforementioned brokerage fees are fair
157 and reasonable and a result of arm's length negotiations. Closing is not a prerequisite for the brokerage fee being
158 earned and payable.

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

167 **9. DISPUTES AND WAIVER OF JURY TRIAL:** All controversies and claims between SELLER and BROKER,
168 directly or indirectly, arising out of or relating to this Agreement or the Property will be determined by non-jury trial.
169 SELLER and BROKER, jointly and severally, hereby knowingly, voluntarily and intentionally waive any and all
170 rights to a trial by jury in any litigation, action or proceeding involving SELLER or BROKER, whether arising
171 directly or indirectly from this Agreement or the Property or relating thereto. Each party will be liable for its own
172 costs and attorney's fees. Notwithstanding the foregoing, in the event of a dispute between a buyer and SELLER

173 as to entitlement to the binder deposit(s), the holder of the binder deposit(s) may file an interpleader action in
174 accordance with applicable law to determine entitlement to the binder deposit(s), and the interpleader's attorney's
175 fees and costs shall be deducted from the binder deposit(s) and assessed against the non-prevailing party, or the
176 broker holding the binder deposit(s) may request the issuance of an escrow disbursement order from the Florida
177 Real Estate Commission and, in either event, SELLER agrees to be bound thereby and shall indemnify and hold
178 harmless the holder of the binder deposit(s) from all costs, attorney's fees and damages upon disbursement in
179 accordance therewith. As used in this Paragraph 9, BROKER means BROKER and all of BROKER's licensees.

180 **10. MATERIAL FACTS AND DEFECTS:** SELLER represents that SELLER has no knowledge of facts materially
181 affecting the value of the Property other than those which a buyer can readily observe except _____
182 _____. SELLER further represents that the Property is not now
183 and will not prior to closing be subject to a municipal or county code enforcement proceeding and that no citation
184 has been issued except _____ (If the Property is
185 or becomes subject to such a proceeding prior to closing, SELLER shall comply with Florida Statutes 125.69 and
186 162.06, notwithstanding anything contained within said Statutes. SELLER shall be responsible for compliance
187 with applicable codes and all orders issued in such proceeding unless otherwise agreed to between the parties in
188 the purchase and sale agreement.) SELLER has received no written or verbal notice from any governmental
189 entity as to uncorrected building, environmental or safety code violations, and SELLER has no knowledge of any
190 repairs or improvements made to the Property not in compliance with governmental regulations except _____
191 _____

192 To the best of SELLER'S knowledge, the Property:

193 [] was [] was not built prior to 1978. (If the Property was built prior to 1978, the Lead Based Paint Disclosure is
194 REQUIRED.)

195 [] is [] is not located either partially or totally seaward of the Coastal Construction Control Line (CCCL) as
196 defined in Florida Statute 161.053. (If the Property is located seaward of the CCCL, the Coastal Construction
197 Control Line Disclosure is REQUIRED.)

198 **11. FINANCIAL REPRESENTATIONS: If one of the following paragraphs is not initialed the listing may**
199 **not be placed in NEFMLS.**

200 SELLER represents that the listing price **will produce sufficient funds** to satisfy all mortgages and liens
201 encumbering the Property and pay all closing costs described in paragraph 3 hereof. _____/_____ initials
202 of SELLER

203 SELLER represents that the listing price **may NOT produce sufficient funds** to satisfy all mortgages and liens
204 encumbering the Property and pay all closing costs described in paragraph 3 hereof **but SELLER has readily**
205 **available funds** to satisfy same. _____/_____ initials of SELLER

206 SELLER represents that the listing price **will NOT produce sufficient funds** to satisfy all mortgages and liens
207 encumbering the Property and pay all closing costs described in paragraph 3 hereof and that **SELLER does not**
208 **have funds available** to pay the deficiency. Lender, other encumbrance holders, and/or court approval may be
209 required. The Listing Agreement **SHORT SALE/PRE-FORECLOSURE Addendum is REQUIRED.**
210 **See attached.** _____/_____ initials of SELLER

211 This is a **PRE-FORECLOSURE** Property, meaning that SELLER **is not current** on the payment of all mortgages
212 and other encumbrances on the Property, and the encumbrance holder has provided notice of possible
213 foreclosure proceedings or has already filed foreclosure proceedings. Lender, other encumbrance holders, and/or
214 court approval may be required. The Listing Agreement **SHORT SALE/PRE-FORECLOSURE Addendum is**
215 **REQUIRED. See attached** _____/_____ initials of SELLER

216 SELLER has acquired ownership to the Property through Foreclosure Proceedings. SELLER hereby authorizes
217 Broker to disclose, advertise, and market the Property publicly as a "FORECLOSED / FORECLOSURE / etc"
218 Property as permitted in the NEFMLS system, in other public marketing media, and as part of any signage
219 advertising the Property. SELLER acknowledges that this disclosure, advertising and marketing may be provided
220 to the general public and displayed on public websites. _____/_____ initials of SELLER

221 **NOTE: IF ANY OF THE REPRESENTATIONS MADE ABOVE CHANGE FOR ANY REASON SELLER**
222 **AGREES TO IMMEDIATELY NOTIFY BROKER IN WRITING AND TO UPDATE THE FINANCIAL**
223 **REPRESENTATIONS AS APPROPRIATE.**

224 **12. COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** There are no agreements, promises or
225 understandings, either expressed or implied, between the parties other than those specifically set forth herein.
226 Modifications of this Agreement will not be binding unless in writing, signed and delivered by the parties.
227 Headings are for reference only and shall not be deemed to control interpretations. Signatures, initials and
228 modifications communicated by facsimile or e-mail will be considered as original. If any provision of this
229 Agreement is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. All
230 references to a time of day shall be Eastern Time. TIME IS OF THE ESSENCE IN THIS AGREEMENT. SELLER
231 represents that SELLER has the legal authority and capacity to convey the Property and enter into this
232 Agreement and that all prior agreements regarding the sale of the Property have been terminated. The Property
233 is to be offered to any person without regard to race, color, creed, sex, national origin, religion, age, handicap or
234 familial status. This is a legal and binding contract and is intended to bind the heirs, legal representatives,
235 successors and assigns of SELLER. This Agreement shall be construed and enforced according to the laws of
236 the State of Florida. Venue for any litigation shall be in the county where the listing office is located. Neither
237 BROKER nor BROKER's licensees are experts in tax and legal matters. SELLER is advised to seek professional
238 tax, legal and financial advice regarding this transaction.

239 **13. BROKERAGE RELATIONSHIP:** Under this Agreement, BROKER will be acting as a transaction broker.
240 BROKER will deal honestly and fairly with SELLER, will account for all funds, will use skill, care, and diligence in
241 the transaction, will disclose all known facts that materially affect the value of the residential property which are
242 not readily observable to the buyer, will present all offers and counteroffers in a timely manner unless directed
243 otherwise in writing and will have limited confidentiality with SELLER unless waived in writing.

244 **14. ADDITIONAL TERMS AND CONDITIONS, IF ANY:** _____
245 _____
246 _____
247 _____
248 _____
249 _____

250 **15. SPECIAL CLAUSES AND ATTACHMENTS:** [] None [] Attachments [] Addenda _____ through _____
251 are incorporated herein by reference.

252 **16. SELLER AUTHORIZATION:** SELLER hereby authorizes BROKER and closing attorney/settlement agent to
253 communicate with SELLER's lenders, foreclosure attorneys, bankruptcy trustee and other encumbrance holders if
254 any, and to obtain payoff letters from them, and obtain homeowners and condominium association status letters
255 and any other information on behalf of SELLER. This authorization applies to BROKER and all of BROKER's
256 licensees.

257 Property Address _____ ZIP _____
258 Real Estate Assessment # (s) _____
259 Mortgage Loan # (s) _____

260 **17. SOCIAL SECURITY NUMBER:** _____ Last 4 digits of SELLER's Social Security number.

261 SELLER agrees to provide SELLER's complete Social Security or Tax I.D. number to closing attorney/settlement
262 agent upon request.

263 18. **RECEIPT:** SELLER hereby acknowledges receipt of a copy of this Agreement and all attachments thereto.

264 _____
265 BROKER Firm Name SELLER Date

266 By: _____
267 Authorized Listing Licensee Date SELLER Date

268 _____
269 Authorized BROKER's Office Phone # Licensee's Phone # Licensee's e-mail

270 _____
271 SELLER's Mailing Address

272 _____
273 City Zip

274 _____
275 SELLER's Home Phone # SELLER's Work Phone # SELLER's Cell Phone #

276 SELLER's E-mail Address _____