



EXCLUSIVE RIGHT OF SALE LISTING CONTRACT



THIS IS A LEGALLY BINDING INSTRUMENT, IF NOT UNDERSTOOD SEEK COMPETENT LEGAL ADVICE

1. _____ (“OWNER”) and
_____ (“BROKER”)

hereby agree that BROKER shall have from the _____ day of _____, 20____, until the _____ day of _____, 20____, plus any renewal period, THE EXCLUSIVE RIGHT AND AUTHORITY to sell the following Real Property and Personal Property (the “Property”) upon the following terms and conditions:

A. Description:

(1) Street address: _____

(2) Real Property Legal Description: _____

(3) Personal Property: (MLS Profile Form attached to this contract) _____

B. Price: \$ _____

C. Terms: _____

2. FORM OF CONTRACT FOR SALE: If a buyer is found for the Property then the sale transaction will be closed in conformity with the provisions of Contract for Sale and Purchase approved by the FLORIDA ASSOCIATION OF REALTORS® and the FLORIDA BAR, or its equivalent, copy of which is available to OWNER upon request.

3. BROKER agrees:

- A. To process Property through the Multiple Listing Service either operated, owned or sponsored by the Orlando Regional Realtor® Association and at BROKER’S option through any multiple listing service with which Orlando Regional Realtor® Association has reciprocity;
- B. To inspect and become familiar with the Property and promote its sale, except that BROKER shall not be obligated to seek additional offers to purchase while the Property is subject to a contract for sale unless Owner instructs BROKER in writing to do so;
- C. To present all offers and counter-offers in a timely manner regardless of whether the Property is subject to a contract for sale;
- D. To advertise Property as BROKER deems advisable in newspapers, publications, computer networks including the internet and other media;
- E. To the extent not in conflict with BROKER’S duties under paragraph 6 below to furnish information requested by another agent or licensed real estate broker and to assist cooperating broker in closing transaction on the Property when requested;
- F. To take all reasonable precautions to prevent damage in the process of showing Property or permitting others to show Property, but Broker accepts no responsibility for loss or damage; and
- G. To utilize not utilize the name of the OWNER in connection with the marketing or advertising of the property either before or after sale;
- H. To accept, receipt for, hold and timely account for all monies paid or deposited as a binder or deposit on the purchase of the Property.

4. OWNER agrees:

- A. To pay BROKER compensation in accordance with the terms of this Contract set forth in paragraph 5 below;
- B. To give BROKER permission to divide with: cooperating Subagents, cooperating Brokers and Buyers Brokers, pursuant to OWNER’S election in paragraph 5 below, such compensation in a manner acceptable to the brokers;
- C. To pay compensation due BROKER if Property, or any interests therein is sold or contracted to be sold or otherwise transferred within _____ days after Termination Date to anyone to whom the Property was submitted by or through BROKER or OWNER before the Termination Date. However, the obligation to pay such compensation to the BROKER shall cease if a bona fide Exclusive Right of Sale Contract is entered into after Termination Date with another licensed BROKER and a sale, lease, exchange or contract therefor, of the Property is made during the term thereof;
- D. To notify BROKER in writing before leasing, mortgaging or otherwise encumbering the Property; and to provide details of any such encumbrances;
- E. To refer immediately to BROKER all inquiries relative to the purchase of the Property;
- F. To warrant accuracy of information set forth herein and on the data sheets, exhibits addenda attached hereto and to indemnify and save harmless BROKER and those relying thereon for damages resulting from errors contained therein;
- G. To furnish BROKER with keys to the Property and make the Property available for BROKER to show during reasonable hours;
- H. To pay any applicable sales tax when due;
- I. To obtain any information relating to the present mortgage or mortgages on the Property including existing balance, interest rate, monthly payment, balance in escrow and payoff amount;
- J. To authorize BROKER to place “For Sale,” “Under Contract,” “Sale Pending,” or “Sold” signs upon the Property and to remove the signs upon termination of this Agreement or sale of the Property; provided, however, BROKER may only place a “Sold” sign upon the Property prior to closing with the informed consent of OWNER; and
- K. To authorize BROKER, upon execution of a contract for sale and purchase, to notify the multiple listing service of the pending sale and after closing to disclose sale information including the sales price to the multiple listing service, other brokers and appraisers.
- L. To otherwise cooperate with BROKER in carrying out the purpose of the Contract.

5. COMPENSATION: OWNER agrees to pay BROKER the following compensation, (including all taxes, if any, on BROKER’s services), if BROKER, any cooperating subagent, cooperating broker, cooperating buyer’s broker or OWNER procures a buyer who is ready, willing, and able to purchase on the terms of this Contract or any other terms acceptable to OWNER. The compensation shall be paid to BROKER if a sale, exchange, or transfer of any interest in the Property occurs during the term of this Contract, whether such sale, exchange, or transfer is procured by BROKER or any other person or entity including OWNER:

- A. (CHECK ONE): _____ % of gross sales price, or \$ _____ including fees BROKER may pay to: (check as many as are applicable) cooperating sub-agents, cooperating broker, cooperating buyer’s brokers. OWNER shall pay this fee at the time and from the proceeds of closing. If OWNER transfers the Property for nominal consideration, OWNER shall pay \$ _____ on the date OWNER transfers title.

- B. In the event the Property is leased during the term of this Agreement, OWNER shall pay to BROKER a leasing fee of \$ _____. The fee shall be paid to BROKER when BROKER, OWNER or anyone working by or through BROKER produces a tenant acceptable to OWNER. If the tenant purchases the Property at any time, even if such a purchase is subsequent to the expiration date of this Contract, BROKER together with cooperating broker or subagent shall be paid the stated compensation set forth in paragraph 5A at the time of closing.
- C. If deposit(s) be retained, 50% thereof, but not exceeding the compensation above provided, shall be paid to BROKER as full consideration for BROKER(S) services, including costs expended by BROKER, and the balance shall be paid to OWNER. If the transaction shall not be closed because of refusal or failure of OWNER to perform, OWNER shall pay the said compensation in full to BROKER upon demand.
- D. Other: See Attachment _____ to Exclusive Right of Sale Listing Contract.

6. BROKER RELATIONSHIPS: OWNER understands that:

- A. BROKER'S office policy permits BROKER to represent OWNER (CHECK ONE): as "SINGLE AGENT" only OR as "SINGLE AGENT" with respect to negotiations with buyers procured by other brokers and as "TRANSACTION BROKER" with respect to negotiations with buyers procured by BROKER OR as "TRANSACTION BROKER" only. BROKER (CHECK ONE) does does not offer subagency to cooperating brokers.
- B. Whether acting as a SINGLE AGENT or a TRANSACTION BROKER, BROKER shall have no obligation to verify the accuracy or completeness of statements made by any party nor to conduct an independent investigation of the Property or of buyer's or exchangor's financial condition; however, BROKER shall be required to:
 - (1) deal honestly, fairly and in good faith with all parties to a transaction;
 - (2) disclose to all parties facts known to BROKER materially affecting the value of the Property which are not known to, or readily observable by the parties; and
 - (3) comply with all federal, state, or local laws, rules, regulations or ordinances, including statutes or regulations involving escrow deposits, fair housing and civil rights which are applicable to BROKER'S duties.
- C. The brokerage relationship(s) established by this Contract shall terminate on the date this Contract has been either performed, terminated or has expired. Upon termination of the brokerage relationship(s) BROKER shall owe no further duty or obligation to OWNER; provided, however, BROKER shall continue to be responsible for:
 - (1) accounting for all monies and property related to and received during the brokerage relationship (s); and
 - (2) keeping confidential all information received during the brokerage relationship(s), which was made confidential by the terms of this Contract or the written request or instructions from OWNER or in the case of a TRANSACTION BROKER, from either OWNER or a buyer or exchangor, unless:
 - (a) the party whose confidence would be disclosed grants written consent to disclose such information;
 - (b) disclosure of such information is required by law or if the failure to disclose such information would constitute fraud or dishonest dealing; or
 - (c) the information is made public or becomes public by the acts of OWNER, a buyer or exchangor or from a source other than BROKER .
- D. BROKER shall represent OWNER (CHECK AS MANY AS APPROPRIATE):

SINGLE AGENT

SINGLE AGENT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES.

As a single agent, _____
owe to you the following duties: (insert name of Real Estate Entity and its Associates)

- 1. Dealing honestly and fairly;
- 2. Loyalty;
- 3. Confidentiality;
- 4. Obedience;
- 5. Full disclosure;
- 6. Accounting for all funds;
- 7. Skill, care, and diligence in the transaction; and
- 8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
- 9. Disclosing all known facts that materially affect the value of residential property and are not readily observable.

Date Signature Date Signature

TRANSACTION BROKER

TRANSACTION BROKER NOTICE

As a transaction broker, _____
provides to you a limited form of representation that includes the following duties: (insert name of Real Estate Entity and its Associates)

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

Date Signature Date Signature

CONSENT TO TRANSITION FROM SINGLE AGENT TO TRANSACTION BROKER

FLORIDA LAW ALLOWS REAL ESTATE LICENSEES WHO REPRESENT A BUYER OR SELLER AS A SINGLE AGENT TO CHANGE FROM A SINGLE AGENT RELATIONSHIP TO TRANSACTION BROKERAGE RELATIONSHIP IN ORDER FOR THE LICENSEE TO ASSIST BOTH PARTIES IN A REAL ESTATE TRANSACTION BY PROVIDING A LIMITED FORM OF REPRESENTATION TO BOTH THE BUYER AND THE SELLER. THIS CHANGE IN RELATIONSHIP CANNOT OCCUR WITHOUT YOUR PRIOR WRITTEN CONSENT

As a transaction broker, _____
provides to you a limited form of representation that includes the following duties: (insert name of Real Estate Entity and its Associates)

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties..

I agree that my agent may assume the role and duties of a transaction broker (must be initialed or signed)

Date Signature Date Signature

7. USE OF LOCKBOX: (CHECK ONE) OWNER DESIRES DOES NOT DESIRE UTILIZATION OF A LOCKBOX SYSTEM. IN THIS REGARD, OWNER HAS BEEN INFORMED THAT THROUGH THE USE OF A LOCKBOX SYSTEM THE PROPERTY MAY BE MORE READILY SHOWN TO PROSPECTIVE BUYERS, BUT PERSONAL PROPERTY OF OWNER MAY, THEREFORE, BE MORE SUSCEPTIBLE TO THEFT OR DAMAGE. OWNER AGREES THAT THE LOCKBOX, IF UTILIZED, WILL BE FOR THE BENEFIT OF OWNER AND RELEASES BROKER AND THOSE WORKING BY OR THROUGH BROKER, AND BROKER(S) LOCAL BOARD(S) /ASSOCIATION(S) OF REALTORS FROM ALL LIABILITY AND RESPONSIBILITY IN CONNECTION WITH ANY LOSS THAT MAY OCCUR. BROKER ADVISES AND REQUESTS OWNER TO SAFEGUARD OR REMOVE ANY VALUABLES NOW LOCATED ON THE PROPERTY AND TO VERIFY THE EXISTENCE OF, OR OBTAIN, PROPER PERSONAL PROPERTY INSURANCE. SHOULD A TENANT BE IN THE PROPERTY, OWNER SHOULD NOTIFY THE TENANT IN WRITING OF THE USE OF A LOCKBOX.

8. BEST EFFORTS: OWNER understands that this Contract does not guarantee the sale of the Property but that it does assure OWNER that BROKER will make earnest and continued effort to sell the Property until this Contract is terminated.

9. MANDATORY ARBITRATION; ATTORNEYS' FEES: All claims, disputes, and other matters in question between the parties arising out of or relating to this Contract, or any addendum or addition, SHALL BE DECIDED BY MANDATORY BINDING ARBITRATION in accordance with the Florida Arbitration Code, Chapter 682, Florida Statutes. Each party shall select an arbitrator and the two arbitrators so chosen shall choose a third arbitrator. The three arbitrators so chosen shall hear and determine the matter. THIS AGREEMENT TO ARBITRATE SHALL BE SPECIFICALLY ENFORCEABLE UNDER THE FLORIDA ARBITRATION CODE, and judgment upon the award rendered by the ARBITRATORS may be entered by the Court having jurisdiction thereof. In connection with any such arbitration or litigation, the prevailing party shall be entitled to recover all fees and costs incurred including reasonable attorney's fees.

10. TERMINATION: This Contract shall terminate as of the Termination Date unless sooner terminated as provided below:

- A. If OWNER decides, because of a bona fide change in circumstances, not to sell the Property, this Contract shall be conditionally terminated as of the date OWNER executes a Withdrawal Agreement and pays Broker a cancellation fee of \$_____. If OWNER contracts for sale to anyone after the agreed early Termination Date but on or before the original Termination date, then

the early termination provided by this paragraph shall be voidable by BROKER and OWNER shall pay BROKER the compensation stated in paragraph 5, less the cancellation fee paid pursuant to this paragraph.

- B. If at any time during the term of this Contract BROKER determines that the proceeds from the sale of the Property which OWNER would reasonably expect to receive will not be sufficient to pay the compensation due BROKER, then this Contract may be terminated by BROKER upon three days written notice to OWNER.

11. ADDITIONAL TERMS: _____

THIS PROPERTY IS OFFERED FOR SALE WITHOUT REGARD TO RACE, AGE, HANDICAP, COLOR, RELIGION, SEX, FAMILY STATUS, OR NATIONAL ORIGIN. BROKER'S POLICY AS WELL AS FEDERAL LAW PROHIBITS BROKER(S) FROM PLACING ANY SUCH RESTRICTIONS ON SHOWINGS OR INFORMATION ABOUT THE AVAILABILITY OF THE PROPERTY.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and the parties agree that this Contract has been entered into at _____ County, Florida.

Witness OWNER

Witness Date

Witness OWNER

Witness Date

WITNESSES RECOMMENDED BUT NOT REQUIRED.

Accepted by BROKER:

Date

Copy returned to Seller on the _____ day of _____ by:

- personal delivery mail facsimile electronically