



**VACANT LAND  
EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT  
FOR TRANSACTION BROKER**  
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Northeast Florida Multiple Listing Service, Inc. ("NEFMLS")



1           **THIS EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT** ("Agreement") is made by  
2 \_\_\_\_\_ ("BROKER") and  
3 \_\_\_\_\_ ("SELLER"),  
4 who agree to the following terms and conditions and as completed or marked.

5 **1. AUTHORITY TO SELL PROPERTY:** SELLER grants BROKER the EXCLUSIVE RIGHT TO SELL the property  
6 described below (the "Property") at the price and upon the terms described below, or any other price and terms  
7 acceptable to SELLER, for an exclusive listing term beginning \_\_\_\_\_, \_\_\_\_\_, and  
8 terminating at 11:59 p.m. on \_\_\_\_\_, \_\_\_\_\_. Upon acceptance of a contract for  
9 purchase and sale of the Property, all rights and obligations under this Agreement will automatically extend  
10 through the closing of the sale of the Property under that contract. SELLER acknowledges that this Agreement  
11 does not guarantee a sale.

12 **2. PROPERTY DESCRIPTION:**  
13 (A) Street address or street name if no street number: \_\_\_\_\_  
14 City, zip code: \_\_\_\_\_  
15 (B) Property is located in \_\_\_\_\_ County, Florida. Real Property Tax ID No: \_\_\_\_\_  
16 (C) Legal description of the Real Property (if lengthy, attach legal description): \_\_\_\_\_  
17 \_\_\_\_\_  
18 \_\_\_\_\_  
19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 \_\_\_\_\_

22 The Property includes all trees and vegetation presently on the land and all mineral rights to the land.

23 (D) **PERSONAL PROPERTY:** The following items, if owned by SELLER and existing on the Property on the  
24 date of the buyer's offer, are included in the purchase price: storage sheds, electrical systems, plumbing,  
25 septic systems, water tanks, pumps, solar systems/panels, water and irrigation systems, gates, gate openers  
26 and controls, fencing, timers, mailbox, utility meters (including gas and water), cattle guards, and lighting:   
27 \_\_\_\_\_  
28 \_\_\_\_\_  
29 \_\_\_\_\_  
30 \_\_\_\_\_  
31 \_\_\_\_\_  See Attachments \_\_\_\_\_

32 **3. TERMS:** The Property is to be offered for sale upon the following terms and conditions:  
33 (A) Listing price: \$ \_\_\_\_\_  
If SELLER changes the listing price review paragraph 4 again. \_\_\_\_\_ / \_\_\_\_\_ initials of SELLER  
34 (B) Method of payment: [ ] Cash [ ] Financing as follows: [ ] Conventional [ ] Mortgage assumption  
35 [ ] SELLER financing  
36 (1) [ ] SELLER Financing: SELLER will hold a purchase money  first or  second mortgage in the  
37 amount of \$ \_\_\_\_\_ with the following terms: \_\_\_\_\_  
38 \_\_\_\_\_  
39 \_\_\_\_\_  
40 \_\_\_\_\_  
41 \_\_\_\_\_

42 (2)  Assumption of Existing Mortgage: The Mortgage is for a remaining term of approximately \_\_\_ years  
43 at an interest rate of \_\_\_\_\_% per annum  fixed  adjustable (describe) \_\_\_\_\_  
44 \_\_\_\_\_  
45 \_\_\_\_\_ Lender approval of assumption  is  is not required. SELLER understands that SELLER may  
46 remain liable under the assumed note and mortgage unless SELLER receives an unconditional release of  
47 liability from the mortgagee.

48 **Check with your attorney and/or lender to determine the extent of your liability.**

49 (C) SELLER EXPENSES: At closing SELLER agrees to pay:

50 (1) Closing Costs: deed stamps, owner's title insurance policy, title search, closing attorney/settlement  
51 fee, real estate brokerage fee, survey, satisfaction of mortgage and recording fee, SELLER's courier  
52 fees,  Other (specify, such as amount of SELLER contributions towards closing costs and prepaids  
53 etc.) \_\_\_\_\_  
54 \_\_\_\_\_

55 (2) Homeowners' Association estoppel/statement costs.

56 (3) All mortgage payments, homeowners' association fees and assessments, taxes, Community  
57 Development District (CDD) fees and public body special assessments due and payable shall be paid  
58 current at SELLER's expense at the time of closing.

59 (D) PRORATIONS: All taxes, rents, homeowner's association fees, solid waste  
60 collection/disposal fees, stormwater fees, and CDD fees will be prorated through the day before closing.

61 (E) POSSESSION

62  Buyer will be given possession at closing.

63  Buyer will be given possession within \_\_\_ days after the date of closing at no rental cost to SELLER.

64 If possession is to be delivered before or after date of closing, SELLER and the buyer shall execute a  
65 separate possession agreement prepared by legal counsel at possessor's expense at least 5 days before  
66 date of closing on terms reasonably acceptable to the buyer and SELLER.

67  SELLER represents that there are no parties in possession other than SELLER.

68  The Property is available for rent or rented and the tenant may continue in possession following date of  
69 closing unless otherwise agreed in writing. Within 5 days after date of acceptance of a purchase and sale  
70 agreement, SELLER shall provide the buyer with a copy of all current leases for the Property and deliver to  
71 the buyer originals of same at closing. At closing, all tenant deposits will be transferred from SELLER to the  
72 buyer and any leases shall be deemed to have been assigned by SELLER to buyer and the obligations  
73 thereunder assumed by the buyer.

74 If the Property is rented, the lease term expires on \_\_\_\_\_; the rent due date is the \_\_\_\_\_  
75 day of the month; the rental amount is \$ \_\_\_\_\_ per month; and the security deposit is \$ \_\_\_\_\_

76 **4. FINANCIAL REPRESENTATIONS: If one of the following paragraphs is not initialed the listing may not**  
77 **be placed in NEFMLS.**

78 SELLER represents that the listing price **will produce sufficient funds** to satisfy all mortgages and liens  
79 encumbering the Property and pay all closing costs described in paragraph 3 hereof. \_\_\_\_\_/\_\_\_\_\_ **initials**  
80 of SELLER

81 SELLER represents that the listing price **may NOT produce sufficient funds** to satisfy all mortgages and liens  
82 encumbering the Property and pay all closing costs described in paragraph 3 hereof **but SELLER has readily**  
83 **available funds** to satisfy same and will satisfy same at closing. \_\_\_\_\_/\_\_\_\_\_ **initials** of SELLER

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

89 SELLER represents that SELLER is not current on the payment of all mortgages and other encumbrances on  
90 the Property, meaning that this is a **PRE-FORECLOSURE** property and the encumbrance holder has provided  
91 notice of possible foreclosure proceedings or has already filed foreclosure proceedings. Lender, other  
92 encumbrance holders, and/or court approval may be required. The Listing Agreement **SHORT SALE/PRE-**  
93 **FORECLOSURE Addendum is REQUIRED and is attached.** \_\_\_\_\_/\_\_\_\_\_ initials of SELLER

94 SELLER has acquired ownership to the Property through Foreclosure Proceedings. SELLER hereby authorizes  
95 Broker to disclose, advertise, and market the Property **publicly** as a “**FORECLOSED / FORECLOSURE / etc**”  
96 Property as permitted in the NEFMLS system, in other public marketing media, and as part of any signage  
97 advertising the Property. SELLER acknowledges that this disclosure, advertising and marketing may be provided  
98 to the general public and displayed on public websites. \_\_\_\_\_/\_\_\_\_\_ initials of SELLER

99 **IF ANY OF THE REPRESENTATIONS MADE ABOVE CHANGE FOR ANY REASON, SELLER AGREES TO**  
100 **IMMEDIATELY NOTIFY BROKER IN WRITING AND TO UPDATE THE FINANCIAL REPRESENTATIONS AS**  
101 **APPROPRIATE.**

102 **5. BROKER OBLIGATIONS AND AUTHORITY:**

103 (A) SELLER [ ] consents [ ] does not consent to the utilization of a Northeast Florida Association of  
104 REALTORS, Inc. (“NEFAR”) authorized lock box system. **If SELLER consents to the utilization of a NEFAR**  
105 **authorized lock box system, see Lock Box Addendum.** \_\_\_\_\_/\_\_\_\_\_ initials of SELLER

106 (B) SELLER authorizes BROKER to [ ] Withhold verbal offers [ ] Withhold all offers after SELLER accepts a  
107 purchase and sale agreement unless it is a short sale.

108 (C) SELLER authorizes and BROKER agrees to: (1) cause the Property to be photographed, place the Property  
109 and the photograph(s) in NEFMLS and to report to NEFMLS the terms and financing information on any resulting  
110 sale for use and distribution by NEFMLS and NEFAR; (2) provide timely notice of status changes of the listing to  
111 NEFMLS and provide sales information including selling price to NEFMLS upon sale of the Property; (3) if  
112 BROKER desires, place appropriate sign(s) on the Property if permissible; (4) advertise the Property as BROKER  
113 deems advisable except if limited in paragraph 4 or 5 of this Agreement; (5) order and obtain all items necessary  
114 to close on the sale of the Property including, but not limited to, title insurance and survey; (6) at BROKER’s  
115 option, use SELLER’s name in connection with marketing and advertising of the Property, before and after the  
116 sale; and (7) obtain any information relating to the present encumbrances on the Property. SELLER hereby grants  
117 to NEFMLS, NEFAR and BROKER the unlimited right to use, publish, disseminate, sell and license to others all  
118 text, graphics, photos, virtual tours, videos, documents and any other types of data entered into the NEFMLS  
119 system, and SELLER hereby releases to NEFMLS, NEFAR and BROKER all of the SELLER’S interests in all  
120 intellectual property rights therein, and SELLER hereby agrees to indemnify and hold them harmless from all  
121 losses, damages, costs, and expenses, including reasonable attorneys’ fees, which may be incurred because of  
122 third party claims concerning intellectual property rights, which indemnity and hold harmless will survive  
123 performance of this Agreement by BROKER, termination of this Agreement and the closing of the sale of the  
124 Property. SELLER understands and agrees that public websites determine their own content and use of data, and  
125 therefore NEFMLS, NEFAR and BROKER have no control over public websites and no obligation to remove any  
126 of the above content from public websites at any time.

127 (D) INTERNET DISPLAY (mark one of the following):

128 [ ] SELLER authorizes BROKER to display all listing content relating to the Property on the Internet without  
129 restriction except that information deemed confidential by NEFMLS.

130 [ ] SELLER authorizes BROKER to display all listing content relating to the Property on the Internet without  
131 restriction except that information deemed confidential by NEFMLS and the street name/address of the  
132 Property.

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

134 SELLER [ ] does [ ] does not allow a public website to perform and display an Automated Valuation Model

135 (AVM) estimate of the market value of the Property or to hyperlink to a website to obtain such estimate.  
136 SELLER  does  does not allow third parties to write comments, reviews or blogs concerning the Property,  
137 or to hyperlink to a website to obtain such comments, reviews or blogs on a public website.

138  SELLER does **not** authorize BROKER to display listing content relating to the Property on the Internet except  
139 internally within the NEFMLS system. SELLER understands and acknowledges that if SELLER has selected  
140 this option consumers who conduct searches for listings on the Internet will **not** see information about the  
141 Property in response to their search. \_\_\_\_\_/\_\_\_\_\_ **initials** of SELLER

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

144 **6. SELLER OBLIGATIONS:** SELLER agrees to: (A) cooperate with BROKER in carrying out the purposes of this  
145 Agreement, and to refer immediately to BROKER all inquiries regarding the sale of the Property; (B) provide  
146 BROKER with keys to any gate on the Property and make the Property available to BROKER to show during  
147 reasonable times; (C) make the Property available for inspections during the time provided in the purchase and  
148 sale agreement; (D) inform BROKER prior to leasing, mortgaging or otherwise encumbering the Property,  
149 **including advances on any equity line of credit or filing bankruptcy;** (E) indemnify and hold BROKER  
150 harmless from losses, damages, costs and expenses of any nature, including reasonable attorney's fees, and  
151 from liability to any person which BROKER incurs because of SELLER's negligence, representations,  
152 misrepresentations, actions, inactions, use of the lock box, and the existence of facts materially affecting the  
153 value of the Property, which indemnity and hold harmless will survive performance of this Agreement by  
154 BROKER, termination of this Agreement and the closing of the sale of the Property; (F) authorize BROKER in  
155 response to inquiries from buyers or cooperating brokers to disclose the existence of offers and whether such  
156 offers were obtained by the listing licensee, by another licensee of BROKER, or by a cooperating broker; (G)  
157 comply with the Foreign Investment in Real Property Tax Act (FIRPTA) which may require SELLER to provide  
158 additional funds at closing; (H) provide BROKER accurate information about the Property including, but not limited  
159 to, utility availability, presence of or access to water supply, sewer or septic system, problems with drainage,  
160 grading or soil stability, environmental hazards, commercial or industrial nuisances (noise, odor, smoke etc.),  
161 utility or other easements, shared driveways and docks, access to navigable water, encroachments from or on  
162 contiguous property, zoning, wetlands, flood hazard, tenancies, cemetery/grave sites, abandoned wells,  
163 underground storage tanks, presence of protected species or nests of protected species; (I) comply with all  
164 mandatory disclosure requirements imposed by federal and state laws and regulations, and by local ordinances  
165 including, but not limited to, those pertaining to noise and airport notice zones; and (J) execute a statutory general  
166 warranty deed, trustee's, personal representative's or guardian's deed as appropriate to the status of SELLER  
167 unless otherwise specified as follows (including the joinder of the SELLER's spouse): \_\_\_\_\_

168 SELLER represents that SELLER is not aware of any notice of default recorded against the Property, any  
169 delinquent amounts due under any loan secured by or other obligation affecting the Property, any bankruptcy,  
170 foreclosure, insolvency or similar proceeding affecting the Property, any litigation, arbitration, administrative  
171 action, government investigation or other action that affects or may affect the SELLER's ability to transfer the  
172 Property, any current, pending or proposed special assessments affecting the Property, any planned public  
173 improvements which may result in special assessments, or any mechanics' liens or material supplier liens against  
174 the Property.

175 The Property is subject to the following:

176  Homeowners' association fees and assessments in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_

177  Master association fees and assessments in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_

178  Capital contribution to homeowners' association in the amount of \$ \_\_\_\_\_

179  Community development district fees and assessments in the amount of \$ \_\_\_\_\_ per year

180  Public body special assessments ( \_\_\_\_\_ ) in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_

181 Association fees and assessments are payable to: \_\_\_\_\_

182 Payee's address is \_\_\_\_\_

183 Payee's phone number is \_\_\_\_\_

184  A right of first refusal or option to buy the Property by the homeowner's association or anyone else

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

188 8. **COMPENSATION and COOPERATION:** BROKER will cooperate with and compensate all NEFMLS brokers,  
189 NEFMLS reciprocal brokers and any broker who reciprocates with NEFMLS acting in all legally recognized  
190 brokerage relationships except \_\_\_\_\_. For finding a buyer ready, willing and able to  
191 purchase the Property, SELLER will pay BROKER, no later than the date of closing, a brokerage fee of  
192 \$\_\_\_\_\_ and \_\_\_\_\_% of the purchase price, or \$\_\_\_\_\_, whichever is greater,  
193 whether the buyer is secured by BROKER, SELLER, or any other person. BROKER agrees to pay a selling  
194 (cooperating) broker compensation of \_\_\_\_\_% of the purchase price or \$\_\_\_\_\_ if the transaction  
195 closes. (If none, the Property cannot be placed in NEFMLS.) The brokerage compensation is due in the following  
196 circumstances: (1) if any interest in the Property is transferred, whether by sale, exchange, governmental action,  
197 bankruptcy or any other means of transfer, regardless of whether the buyer is secured by BROKER, SELLER or  
198 any other person; (2) if SELLER refuses or fails to sign an offer at the price and terms stated in this Agreement,  
199 fails to perform or defaults on an executed purchase and sale agreement, or agrees with buyer to cancel an  
200 executed purchase and sale agreement without BROKER'S written consent. If there is a conveyance of the  
201 Property within 12 months after termination of this Agreement to any person to whom the Property has been  
202 shown during the term of this Agreement, including any extension(s) hereof, SELLER will pay the full brokerage  
203 compensation to BROKER on demand. However, no brokerage compensation will be due BROKER if, after this  
204 Agreement is terminated, the Property is listed with another broker and sold through that broker. In any sale of  
205 the Property, permission is given to BROKER to represent and receive brokerage compensation from both a  
206 buyer and SELLER. Notwithstanding the foregoing, in the event the Property is rented or leased during the term  
207 of this Agreement or within 12 months after termination of this Agreement to any person to whom the Property  
208 has been shown during the term of this Agreement, including any extensions(s) hereof, SELLER will pay  
209 BROKER a rental or leasing fee of \_\_\_\_\_% of the gross rentals paid or to be paid, or a flat fee of \$\_\_\_\_\_,  
210 whichever is greater, on the date SELLER enters into a lease or an agreement to lease, whichever is earlier;  
211 however, no rental or leasing fee will be due BROKER if, after this Agreement is terminated, the Property is listed  
212 with another broker and rented or leased through that broker. If there is a conveyance of title of the Property to  
213 any such person (tenant) within 12 months from the termination of any lease or rental agreement or extensions  
214 thereof, SELLER will pay BROKER the full brokerage compensation on demand. The aforementioned brokerage  
215 compensation is fair and reasonable and a result of arm's length negotiations. Closing is not a prerequisite for the  
216 brokerage compensation being earned and payable to BROKER.

217 9. **DAMAGES:** SELLER and BROKER acknowledge that damages suffered by BROKER in the event SELLER  
218 cancels this Agreement or otherwise prevents performance hereunder prior to BROKER finding a buyer ready,  
219 willing and able to purchase the Property are unascertainable at the present time, and that BROKER will incur  
220 damages, such as expenses for overhead, advertising, transportation and time. Accordingly, in the event this  
221 Agreement is canceled by SELLER or SELLER otherwise prevents performance hereunder prior to BROKER  
222 finding a buyer ready, willing and able to purchase the Property, SELLER agrees to pay BROKER on demand, as  
223 liquidated damages, \_\_\_\_\_% of the then current listing price or \$\_\_\_\_\_, the same being bonafide, fair  
224 and reasonable, and a result of arm's length negotiations.

225 10. **DISPUTES AND WAIVER OF JURY TRIAL:** All controversies and claims between SELLER and BROKER,  
226 directly or indirectly, arising out of or relating to this Agreement or the Property will be determined by non-jury trial.  
227 SELLER and BROKER hereby knowingly, voluntarily and intentionally waive any and all rights to a trial by jury in  
228 any litigation, action or proceeding involving SELLER or BROKER, whether arising directly or indirectly from this  
229 Agreement or the Property or relating thereto. Each party will be liable for its own costs and attorney's fees.  
230 Notwithstanding the foregoing, in the event of a dispute between the buyer and SELLER as to entitlement to the  
231 binder deposit(s), the holder of the binder deposit(s) may file an interpleader action in accordance with applicable  
232 law to determine entitlement to the binder deposit(s), and the interpleader's attorney's fees and costs shall be  
233 deducted from the binder deposit(s) and assessed against the non-prevailing party, or the broker holding the  
234 binder deposit(s) may request the issuance of an escrow disbursement order from the Florida Division of Real  
235 Estate and, in either event, SELLER agrees to be bound thereby and shall indemnify and hold harmless the

236 holder of the binder deposit(s) from all losses, damages, costs, and expenses, including reasonable attorneys'  
237 fees upon disbursement in accordance therewith. As used in this Paragraph 10, BROKER means BROKER and  
238 all of Broker's licensees.

239 **11. MATERIAL FACTS AND DEFECTS:** SELLER represents that SELLER has no knowledge of facts materially  
240 affecting the value of the Property other than those which the buyer can readily observe except \_\_\_\_\_  
241 \_\_\_\_\_. SELLER further represents that the  
242 Property is not now and will not prior to closing be subject to a municipal or county code enforcement proceeding  
243 and that no citation has been issue except \_\_\_\_\_  
244 (If the Property is or becomes subject to such a proceeding prior to closing, SELLER shall comply with Florida  
245 Statutes 125 and 162, notwithstanding anything contained within said Statutes to the contrary. SELLER shall be  
246 responsible for compliance with applicable codes and all orders issued in such proceeding unless otherwise  
247 agreed to between the parties in the purchase and sale agreement.) SELLER has received no written or verbal  
248 notice from any governmental entity as to uncorrected building, environmental or safety code violations, and  
249 SELLER has no knowledge of any sinkholes, or any changes, repairs or improvements made to the Property not  
250 in compliance with governmental regulations except \_\_\_\_\_  
251 \_\_\_\_\_  
252 \_\_\_\_\_  
253 \_\_\_\_\_

254 To the best of SELLER'S knowledge, the Property:  
255 [ ] is [ ] is not located either partially or totally seaward of the Coastal Construction Control Line (CCCL) as  
256 defined in Florida Statute 161.053. If the Property is located seaward of the CCCL, the Coastal Construction  
257 Control Line Disclosure is required to be part of any purchase and sale agreement.

258 **12. COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** There are no agreements, promises or  
259 understandings, either expressed or implied between SELLER and BROKER other than those specifically set  
260 forth herein. This Agreement is not binding until it is signed and delivered by SELLER and BROKER including by  
261 electronic media such as facsimile or email. This Agreement may be signed in counterparts. Modifications to this  
262 Agreement will not be binding unless in writing, signed and delivered by SELLER and BROKER, except  
263 modifications communicated by email do not require a signature of SELLER or BROKER. Where SELLERS are a  
264 married couple and BROKER has not been notified in writing by either SELLER that divorce proceedings are  
265 pending, any modification to this Agreement and/or communication (including without limitation price changes,  
266 extensions and changes to NEFMLS listing information) from either spouse shall be deemed binding on the other  
267 spouse and may be relied upon by BROKER, and SELLERS hereby appoint each other as attorney in fact for  
268 these purposes.  
269 Headings are for reference only and shall not be deemed to control interpretations. If any provision of this  
270 Agreement is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. All  
271 references to a time of day shall be Eastern Time. TIME IS OF THE ESSENCE IN THIS AGREEMENT. SELLER  
272 represents that SELLER has the legal authority and capacity to convey the Property and enter into this  
273 Agreement and that all prior agreements regarding the sale of the Property have been terminated. The Property  
274 is to be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin  
275 and sexual orientation. This is a legal and binding contract and is intended to bind the heirs, legal  
276 representatives, successors and assigns of SELLER. This Agreement shall be construed and enforced according  
277 to the laws of the State of Florida. Venue for any litigation shall be in the county where the listing office is located.

278 **Neither BROKER nor BROKER's licensees are experts in tax and legal matters. BROKER advises SELLER**  
279 **to consult with appropriate professionals for tax, legal, financial, property condition, environmental,**  
280 **foreign reporting of sale requirements and other specialized advice.**

281 **13. BROKERAGE RELATIONSHIP:** Under this Agreement, BROKER will act as a transaction broker. BROKER  
282 will deal honestly and fairly with SELLER, will account for all funds, will use skill, care and diligence in the  
283 transaction, will disclose all known facts that materially affect the value of the Property, if residential, which are not  
284 readily observable to the buyer, will present all offers and counteroffers in a timely manner unless SELLER directs  
285 BROKER to do otherwise in writing, and BROKER will have limited confidentiality with SELLER unless waived in  
286 writing.

