



**COMMERCIAL TRANSACTION BROKER
EXCLUSIVE RIGHT-OF-SALE LISTING
CONTRACT**

COMMERCIAL/INDUSTRIAL/RESIDENTIAL INCOME - 5 UNITS OR MORE/UNIMPROVED LAND/BUSINESS FOR OFFICE
USE ONLY BUSINESS OPPORTUNITY/HOTEL-MOTEL/RESTAURANT-BAR/FARM & LAND INCOME ML# _____

To _____
(Real Estate Company, hereinafter referred to as REALTOR)

1. In consideration of your agreement to list and to use your efforts to secure a buyer for the property legally described as: _____

Also known as: _____

Address _____ City of _____ County of _____

and your further agreement to cooperate with other REALTORS and in further consideration of your paying a fee for the distribution of information on said property to participants of the Multiple Listing Service, Seller hereby gives REALTOR this exclusive right and authority to sell the property at the following price and terms:

Price \$ _____

Terms _____

Inventory and/or personal property _____

or any other price, terms or exchange to which Seller may hereafter consent. Seller understands that the terms and conditions shall be pursuant to a Contract form customarily used in the community or by REALTOR's office. Interest on encumbrances, taxes, insurance and rents shall be adjusted pro rata at date of closing. Certified improvement liens are to be paid by Seller. This exclusive right and authority shall commence on _____ 20 ____ and shall expire at 11:59 p.m. on _____ 20 ____.

Other (please specify) _____

LEASED EQUIPMENT IF ANY: _____

2. All negotiations on said property will be made through the listing office.

3. Whenever the context permits, singular shall include plural and gender shall include all. Any reference herein to REALTOR shall also apply to MLS Participants and Licensed Real Estate Brokers. References to persons shall include all entities natural, corporate or created in law.

4. Seller understands that the Listing REALTOR is acting as a Transaction Broker and not as an agent of the Seller. Any Co-operating REALTOR may be acting as a Transaction Broker or as a Buyer's Broker. In no event shall this Listing be construed to establish an agency relationship between Seller, Listing Realtor, and any Co-operating Broker.

5. For finding a buyer for the above property:

A. Seller agrees to pay Listing REALTOR a professional service fee of ____% of the sales price or \$ _____.

B. Listing REALTOR agrees to offer to pay any Transaction Broker a professional service fee of _____% of the sales price or \$ _____, or to offer to pay any Buyer's Broker a professional service fee of _____% of the sales price or \$ _____.

C. The professional service fee is to be paid whether the buyer is secured by REALTOR, Seller or by any other person, and the offer is at the above said price and terms or at any other price and terms acceptable to Seller. REALTOR shall also be entitled to the professional service fee if the property is sold within _____ days from expiration date hereof to any person or anyone acting on a person's behalf that REALTOR or any other REALTOR has introduced to the property. However, in the event the undersigned shall list the property with another real estate broker during the said protected period, any right conferred during said protected period shall cease.

D. Seller agrees to close the sale of this property not later than 90 days following receipt of an offer containing an acceptable sales price and terms, or at such other reasonable date as is mutually agreed between Seller and Buyer.

E. During the period of this Exclusive Listing, if Seller disposes of the above referred property in any manner whatsoever, by gift, purchase, joint venture, or otherwise in whole or in part, Seller agrees to pay REALTOR the full fee for professional services as herein specified, based upon listed price.

F. That in the event, because of a bona fide change in circumstance, the parties agree to withdraw the property from the marketplace, the Seller shall pay to the REALTOR a reasonable compensation for his services. However, in the event Seller enters into a Contract for the sale of the property during the original listing period (as extended by sub paragraph 5C of this Contract) Seller agrees to pay the full professional fee herein provided.

6. In consideration of the foregoing, Seller further agrees that if the above property is leased to any person during the period of time covered by this Contract, then, and in that event, Seller will pay REALTOR the rental professional service fee of _____. In the event of a lease purchase or lease option or other deferred closing technique, the rental professional service fee shall be payable in addition to the professional service fee earned for procuring a buyer.

7. In consideration of this Exclusive Right of Sale Listing, REALTOR agrees:

A. To process Seller's property through the Multiple Listing Service.

B. To direct the efforts of REALTOR's organization in bringing about a sale.

C. To advertise Seller's property if REALTOR deems appropriate.

- D. To take all reasonable precautions to prevent damage in the process of showing property or permitting others to show property but to accept no responsibility for damage or loss either to property or personalty therein.
- E. To furnish at all times additional information requested by any REALTOR and to assist Co-operating REALTORS in the presentation of offers to purchase this property.
- F. To promptly pay any Co-operating REALTOR who sells the property a professional service fee in accordance with REALTOR's mutual agreement.
8. In consideration of the above, Seller agrees to refer to REALTOR all inquiries of any parties interested in the property.
 9. REALTOR and/or the Selling Office are authorized to accept, receipt for and hold in escrow all funds paid or deposited as a binder. If such deposit shall be forfeited by the buyer, REALTOR may retain one-half of such deposit, together with all expenses incurred by REALTOR arising out of Buyer's breach of Contract. If a Contract for Sale is entered into and the Contract is mutually rescinded without REALTOR's consent, Seller shall pay REALTOR the professional service fee in full.
 10. Seller understands that this Contract does not guarantee the sale of Seller's property, but that REALTOR will make an earnest and continued effort to sell same until this Contract is terminated. All parties agree that REALTOR shall not be obligated to continue marketing the property or present any additional offers after the execution of a Contract by buyer and Seller. Seller agrees that REALTOR may post a For Sale sign on the property if lawfully permitted.
 11. Seller agrees that the responsibility for the care and custody of said property shall not be REALTOR's and REALTOR shall not be liable to Seller for any damages which may occur to said property. Seller agrees that a key or lock box may be utilized for Seller's benefit. Seller hereby releases REALTOR and those working through REALTOR from all liability and responsibility in connection with any loss that may occur.
 12. Seller hereby authorizes REALTOR to contact the holder of every mortgage on this property (if any) to obtain current mortgage information.
Mortgagee: _____ Loan #: _____
Mortgagee: _____ Loan #: _____
 13. Seller agrees that under the Fair Housing Act, Seller may not ask or expect the sale of Seller's property to be restricted according to race, color, creed, religion, sex, handicap, familial status, age or national origin. Seller understands that Federal Law prohibits REALTORS or Sellers from placing any such restrictions on showings or information of the availability of real estate.
 14. In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover all costs incurred including reasonable attorney's fees for services rendered in connection with such litigation, including appellate proceedings and post judgment proceedings.
 15. If the listed property is a condominium, Seller agrees to deliver to buyer at the time of execution of Contract, all condominium documents (Declaration, Articles of Incorporation, Bylaws, and Rules). If there is an existing rec lease or rec mortgage, which must be paid off at closing, Seller agrees to pay same and hold REALTOR harmless for any expenses that may occur.
 16. Seller has disclosed that a Contract for Sale and Purchase will require approval of a third party, as indicated (Check one): None ___ Seller's attorney ___ Probate Court ___ Guardian ___ Trustee ___ Other (please specify) _____
 17. If Seller is a foreign person or entity, Seller may be required to file an IRS Form W-7 with the Internal Revenue Service for a Social Security Number (SSN) or Tax Identification Number (TIN).
 18. This Contract shall not be binding on the REALTOR unless and until accepted by the REALTOR. The person signing this Contract warrants and represents that he is properly authorized to enter into this Contract. A signature transmitted by telefax shall be deemed to have the same effect as an original signature. This Contract may be executed in counterparts. This Contract shall be binding on all heirs, successors, assigns and personal representatives of the Sellers.
 19. Marketable Title Clause: Seller warrants and represents that no later than time of closing, Seller shall be able to convey marketable title to the property. In the event the transaction fails to close, because Seller is unable to convey marketable title, then broker, at his option, may declare the full professional service fee due. Further in the event the transaction fails to close because of failure or inability of Seller to bring the property up to local governmental code requirements, then REALTOR shall be entitled to full professional service fee.
 20. Commercial Lien Act Disclosure: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a Broker has earned a professional service fee by performing licensed services under a brokerage agreement with a Seller, the Broker may claim a lien against the Seller's net sales proceeds for the Broker's professional service fee. The Broker's lien rights under the act cannot be waived before the professional service fee is earned.
 21. Seller has fully reviewed this Listing Contract, and attached information statement if any, and authorizes the REALTOR to use the information for the profile/feature sheet, advertisement and as he deems necessary for the scope of promoting said property. The Seller hereby acknowledges that all information is true and correct to the best of his knowledge. Seller agrees to indemnify and to save and hold harmless the REALTOR and those relying on information contained in this Contract for and against damages resulting from any inaccuracy and/or the Seller's failure to disclose any information.
- LIST ANY ADDITIONAL PROVISIONS, ETC.: (If none, so state) _____

Prepared by _____ Listing Licensee _____ Date _____ Seller _____ Date _____

Accepted By _____ REALTOR by _____ Date _____ Seller _____ Date _____
Broker or Manager