



**EXCLUSIVE LIMITED SERVICE LISTING AGREEMENT
TO MARKET RESIDENTIAL PROPERTY THROUGH THE
MULTIPLE LISTING SERVICE
(Non Representative)**

Complete Form Sign and Fax to 561-819-5988

This Listing Agreement is by and between _____ (Seller) and Sizzling Florida Properties, Inc. (Broker) and provides that, in consideration for the covenants contained herein, Seller hereby appoints Broker as Sellers exclusive Broker limited to listing the Property more fully described below.

1. Property: Seller hereby appoints Sizzling Florida Properties, Inc. as Sellers exclusive Broker limited to list the Property described below, at the price described below, beginning the ____ day of _____, 2008 and terminating at 11:59 P.M. the ____ day of _____, _____ (Termination Date). Upon full execution of contract for sale and purchase of the property, all rights and obligations of this Contract will automatically extend through the date of the actual closing of a contract for sale and purchase. SELLER certifies and represents that Seller is the legal title holder and entitled to convey the Property and all improvements.

PROPERTY ADDRESS: _____

TERM: _____

LEGAL DESCRIPTION/ADDRESS: _____

2. PERSONAL PROPERTY: Seller agrees to offer for sale through the services provided by Sizzling Florida Properties, Inc. the property, fixtures and all improvements thereon. All personal property to be conveyed at the time of sale shall be listed by Seller in the Real Estate Sales Agreement entered into between Seller and Buyer and shall be transferred free of any liens.

3. LISTING PRICE: The Property and all improvements are offered for sale at a selling price of \$ _____. Seller is solely responsible for determining the appropriate listing price.

4. SELLERS OBLIGATIONS & BROKER COMPENSATION: The Property and all improvements thereon are offered for sale at the listing price. Seller reserves the right to amend the listing price. Any changes to the listing price will not be effective until submitted to Broker in writing, signed by Seller, and submitted to the MLS by Broker. Sizzling Florida Properties, Inc. shall make any modifications and changes in the MLS pursuant to the MLS rules. Seller agrees to make the Property available to MLS Members at all reasonable hours for showing to prospective Buyer's during the term of this Agreement.

4A. Seller authorizes Broker to make an offer of cooperation to all participating brokers in the MLS. Seller authorizes Broker to make an offer of compensation equal to the cooperating commission to all participating Brokers in the MLS who are acting solely as a Buyer's Broker or Transaction Broker ("Cooperating Broker"). Any changes to the cooperating commission will not be effective until submitted to Broker in writing, signed by Seller, and submitted to the MLS by Broker.

4B. Other than the non-refundable fee of \$299.00 Seller agrees to pay Sizzling Florida Properties, Inc., Seller is only required to pay a commission of _____(%) percent [(3%) if left blank] to a licensed Buyer's Broker or Transaction Broker (Sizzling Florida Properties, Inc. will be considered a Buyer's Broker if Sizzling Florida Properties, Inc. procures a buyer for the Property on its own efforts) who represents and introduces the property to a ready and able buyer pursuant to a written or oral Agreement with a valid real

estate license. Seller must pay the cooperating commission if, during the term of this agreement or the protection period, within 60 days after this listing expires, Seller transfers the Property to a buyer shown the Property by a cooperating broker. The term "buyer" is broadly construed to include any individual or entity to any capacity and any type (or portion) of transfer of a legal or equitable interest in the subject Property. Upon the sale of the Property the cooperating commission will be paid to cooperating broker.

The listing agreement will be for a term of either six months or one year. However, you retain the option to cancel the listing agreement at anytime without penalty. The Multiple Listing Service requires a signed listing agreement to be listed on the MLS. You can only be listed for the dates indicated on the listing agreement.

4C. Seller must pay the cooperating commission if, within 60 days after this listing expires, Seller 1) enters into a contract to transfer the Property, or 2) transfers a legal or equitable interest (excluding a lease with no right to purchase) in the Property, to any buyer shown the Property by a cooperating broker during the term of the listing. If such contract or transfer occurs while the Property is listed exclusively with another licensed real estate broker, the provision of this sub-paragraph will not apply. Should Seller default in the performance of a sales contract signed by Seller and a prospective buyer, Seller must pay the cooperating commission as if the sale of the Property had been consummated, and any expenses, including reasonable attorneys fees, incurred in connection with such default, the sale of this Agreement, Seller must pay any expenses, including reasonable attorneys fees, incurred in connection with such default or the enforcement of this Agreement. Broker will retain the listing fee in all circumstances, including, without limitation, when a buyer is found for the Property or in the event Seller is unable to sell the Property.

Under this Agreement, the Seller can sell his/her Property himself/herself to any buyer not procured or represented by a participating Realtor, in which case no selling agent commission is due.

Notice: The amount or rate of the real estate commission is not fixed by law. They are set by each Broker/Realtor individually and may be negotiable between the Seller and Broker/Realtor.

5. SELLER'S REQUIREMENTS: Seller shall provide Sizzling Florida Properties, Inc. with all the Property information requested and represents that said information is true and accurate to the best of Sellers knowledge. Seller is responsible for any and all inaccuracies contained in the information provided to Sizzling Florida Properties, Inc. and agrees to be responsible for any fines assessed by the MLS for any MLS infractions caused by Seller as stated below. Seller understands that Sizzling Florida Properties, Inc. does not conduct any investigation of the Property to verify the information provided by Seller and is not responsible for the accuracy of the information. Sizzling Florida Properties, Inc. shall input the Property information with the local MLS in accordance with local MLS rules and regulations. Sizzling Florida Properties, Inc. shall complete a verification form setting forth all of the information provided by Seller and as input on the MLS. Seller agrees to review, verify and sign the form.

5A. Seller agrees to notify Broker, within 48 hours, in the event of any of the following:

- Seller enters into a contract to sell the property
- Seller wishes to change the listing price or cooperating commission.
- Seller decides not to sell property
- Closing date or settlement

5B. Seller, upon entering into a contract of sale with a buyer, agrees to notify Broker, within 48 hours, of the fact that Property is under contract, and will advise Broker of the name and phone number of the settlement agent or attorney and provide a complete fully executed copy of the purchase/sale agreement and all addendum thereto. The failure to do so will result in a \$100.00 fine to Sizzling Florida Properties, Inc., which will be charged to the Seller collectable at closing and/or through judicial action at the option of Sizzling Florida Properties, Inc.

- Upon the sale of the Property, Seller agrees to deliver to Broker, the following documents or information:
- Copy of HUD-1 settlement statement or closing statement
- Copy of Sales Contract including all addenda and amendments, if any, and written verification by the escrow agent that all required deposit(s) have been paid.

· Sellers new address

Seller may not terminate this Agreement while the Property is under contract. If this agreement expires while the property is under contract Seller must comply with the above.

5C. Seller may not: Advertise the Property at a price that is lower than the Listing Price; or use the name Sizzling Florida Properties, Inc. or logo in any advertisement placed independently by Seller.

6. Service Fee: Seller agrees to pay at the time of entering into this Agreement and in the manner provided herein a non-refundable service fee of \$299.00 for the initial term of this Agreement during the period the property remains active on the MLS. Should a participating Realtor, including Sizzling Florida Properties, Inc., procure a buyer who is ready, able and willing to purchase the described Property for the price identified in paragraph #3 of this agreement the a sale and transfer to such a buyer must occur. The service fee charged is for placing the initial information into the MLS. There are no other fees charged for subsequent changes made to the information provided to the MLS or cancellation of the listing.

7. Broker's Services: The Broker's services are strictly limited to the following:

· List the Property on the Multiple Listing Service (MLS), for the terms of this Agreement, minimum of 6 months up to a maximum of 12 months.

8. SIZZLING FLORIDA PROPERTIES, INC. SHALL NOT BE AN ESCROWEE: Other than the service fee paid by Seller for the Sizzling Florida Properties, Inc. services, Seller shall not tender to Sizzling Florida Properties, Inc. or any Broker/Agent employed by , Sizzling Florida Properties, Inc. at any time, any money for deposit or to hold on Sellers or Buyer's behalf. The Sizzling Florida Properties, Inc. Broker/Agent employees are expressly prohibited from accepting any money from Seller. Seller shall not execute a sales contract that stipulates or requires Sizzling Florida Properties, Inc. to hold earnest money or a possession escrow.

9. SELLER'S MANDATORY DISCLOSURES: Seller understands that Seller has a duty under Florida law to disclose to a potential buyer facts known to the Seller which materially and adversely affect the value of the Property, including violations of governmental laws, rules and regulations, and which are not readily observable by a buyer. Seller understands that Florida law requires Broker to disclose to any buyer all facts, which materially affect the value of the Property actually known by Broker, which are not readily observable by any buyer. Seller understands that a licensed real estate broker or salesperson ("licensee") working with a buyer may represent that buyer, and may be required to disclose to the buyer any information given to him by Seller. Sizzling Florida Properties, Inc. shall not be responsible for making any disclosure to Buyer. Sellers expressly release Sizzling Florida Properties, Inc. from any responsibility or liability regarding disclosure requirements whether required by statute or otherwise. Sizzling Florida Properties, Inc. recommends that Seller consult with legal counsel concerning Sellers disclosure requirements or the completion of any disclosure form. Seller agrees to indemnify and hold Sizzling Florida Properties, Inc. harmless for any violation of any ordinance, regulation, and statute of law regarding Sellers disclosure obligations.

10. REPRESENTATIONS: Seller represents warrants and agrees as follows: Seller understands that he must comply with all federal, state and local laws concerning fair housing. Seller acknowledges that federal, state, and local laws prohibit discrimination in the sale of property based on race, color, religion, sex, disability, familial status, or national origin. Seller cannot instruct Broker or any person acting as Sellers agent to convey on behalf of Seller any limitations in the sale of the Property based upon any of the foregoing as Sizzling Florida Properties, Inc. is also bound by the law not to discriminate.

· All persons and/or entities authorized to sell the Property have signed this Agreement, and the undersigned signature(s) include all person(s) and/or entities, or their duly authorized representatives, who have an ownership interest in the Property. If the individual signing this Agreement is acting in a representative capacity, such individual certifies that he is legally authorized to enter into this Agreement.

· Seller has given Broker the information regarding the Property to appear on the MLS. Seller understands that the Property information will be included in the MLS. Such information is accurate and complete and does not omit or fail to disclose any material defects regarding the Property known to Seller.

· Seller shall indemnify, defend and hold broker harmless from and against any and all claims, demands, suits, damages, liability, losses or expenses (including reasonable attorneys fees) arising out of any misrepresentation, nondisclosure, concealment nonperformance of any purchase/sale agreement, or payment of any commissions by Seller in connection with the sale of the Property, including without limitation, the inaccuracy or incompleteness of any information provided by Seller for listing on the MLS. Seller is solely responsible for any complaints made by a buyer or prospective buyer before or after possession of the Property with respect to any defects in the Property.

11. LOCK BOX (PURCHASE): At Sellers option, Seller may purchase a combination lock box system from any retailer. Seller shall hold Sizzling Florida Properties, Inc. harmless from any and all liability, claim, judgment, obligations or demands, including reasonable attorney's fees, arising as a result of the lock box. Seller should remove or safeguard personal valuables while the lock box is being used. If the Property is currently being leased, Seller must comply with local laws regarding access to the premises and, in most states, advise tenants of the foregoing and obtain tenants authorization consenting to the use of a lock box, for access to the Property.

12. OWNERS OF MULTIPLE PROPERTIES: a single owner selling multiple Properties in the same subdivision, complex or building, must list each Property individually with Sizzling Florida Properties, Inc. Multiple Property listings will be offered at a discounted flat fee rate.

13. ENTIRE AGREEMENT: This Agreement contains all covenants between the parties and may only be modified by writing signed by all parties hereto. There are no oral representations made that are not contained herein and no oral modifications of this Agreement are allowed.

14. ASSIGNMENT: This Agreement may not be assigned by the Seller without the express written consent of Sizzling Florida Properties, Inc.

15. BINDING: This Agreement shall be binding upon the parties hereto and respective heirs, personal representatives, successors and assigns.

16. PRIOR AGREEMENTS: This Agreement supersedes all other Agreements entered into between the parties and in the event there is a conflict between this Agreement and any other Agreement between the parties hereto the terms and provisions of this Agreement shall control and be binding upon the parties.

17. NO GUARANTEE OF SALE OF PROPERTY: Seller understands that this Agreement does not guarantee the sale of the Property.

18. LIMITATION OF BROKER'S LIABILITY: Seller agrees that the limit of Sizzling Florida Properties, Inc. liability under this Agreement and/or related to Sizzling Florida Properties, Inc. performance of the services mentioned herein is strictly limited to the service fee paid to Sizzling Florida Properties, Inc. by Seller and no more.

19. TERMINATION OF AGREEMENT: There is no termination fee in the event the seller decides to withdraw their Property from the market by giving written notice to Sizzling Florida Properties, Inc. at any time there is not then a contract pending on the Property involving a buyer who was procured by a participating licensed real estate agent. A refund will only be provided if the listing is cancelled before the property listing is entered into the Multiple Listing Service (MLS) or in the event that Sizzling Florida Properties, Inc. does not accept this agreement. You will be provided a copy of the MLS Listing. Once the monthly payment has been processed it will not be refundable.

20. ATTORNEYS FEES & COSTS: If a dispute arises by and between the parties or involving the subject matter of this Agreement and litigation is commenced to enforce the provisions herein or interpret the

provisions herein, the prevailing party shall be due its reasonable attorney's fees and litigation costs, including appellate attorney's fees & costs by the non prevailing party.

21. CHOICE OF LAW & FORUM: All disputes by and between the parties hereto shall be exclusively heard in the Judicial Circuit, in and for Palm Beach County Florida , USA and Florida state law governs the interpretation and application of this agreement.

22. SELLERS ACKNOWLEDGMENT OF SIZZLING FLORIDA PROPERTIES, INC. LIMITED DUTIES: This Agreement creates an Exclusive Agreement to market Sellers Property and limits the performance requirements of Sizzling Florida Properties, Inc. as set forth herein. Sizzling Florida Properties, Inc. is not representing Seller as a full service Real Estate Agency but rather has limited obligations to Seller. Sizzling Florida Properties, Inc. has no obligation to prepare or negotiate, on Sellers behalf, a real estate contract for the sale of the Property. Seller acknowledges that selling the property may be complicated and may require professional legal assistance. Seller agrees to obtain assistance, as Seller deems necessary. No other agreement, expressed or implied, shall be held to impose any greater relationship than that set forth herein. Seller waives any claim or cause of action it may have against Sizzling Florida Properties, Inc., its owners, agents and employees arising as a result of any act or omission of Sizzling Florida Properties, Inc. Seller accepts the responsibility to comply with all ordinances, regulations and statutes pertaining to Sellers offer for sale and sale of the Property. Seller does not waive any rights guaranteed by the regulations and statutes of the State in which cannot be voluntarily waived.

Sizzling Florida Properties, Inc. is not charged with any responsibility or custody of the Property, its management, maintenance, upkeep or repair. If permitted or unless otherwise directed by Seller, Sizzling Florida Properties, Inc. may provide Sellers address and telephone number in the MLS and all affiliated web sites. Local laws govern the use of lawn signs. Broker makes no representation that the signs it provides comply with local law. Seller should be aware of local regulations or should consult with local authorities prior to placing the sign.

IMPORTANT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE TO POTENTIAL SELLERS AND BUYERS OF REAL ESTATE.

You should not assume that any real estate broker or salesperson represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you make a decision on representation.

NO BROKERAGE RELATIONSHIP NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS NO BROKERAGE RELATIONSHIP DISCLOSE TO BUYERS AND SELLERS

As a no Brokerage Relationship broker, Sizzling Florida Properties, Inc. and its associates, owe you the following duties:

1. Dealing honestly and fairly;
2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer.
3. Accounting for all funds entrusted to the licensee

PLEASE SIGN HERE TO ACKNOWLEDGE THE ABOVE REQUIRED FLORIDA DISCLOSURE.

Signature

Signature

Date

Date

PLEASE SIGN AGAIN BELOW TO ACKNOWLEDGE THE LISTING AGREEMENT. AGREED UNDERSTOOD AND ACCEPTED AS TO ALL TERMS OF THIS SIX PAGE CONTRACT.

Signature

Signature

Date

Date

BROKER SIGNATURE _____

LISTING ACCEPTED ON: _____