

EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT FOR SINGLE AGENT BROKER



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("SELLI who agree as follows (as completed or marked): NOTE: Under Florida law the sale of your principal residence requires your spousing the deed at closing even if your spouse's name is not on your present deed. DESCRIPTION OF PROPERTY (the "Property"): (A) ADDRESS:										("BROKER
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(A) ADDRESS:		_	_	-			•	•		
The Property is in			•					7:		
Real Estate Assessment # (optional): (B) Personal Property Included: The Property will include all fixed equipment such as, but not limite utomatic garage door opener & control(s), if any, drapery hardware, attached lighting fixtures, mailbox, all cans, fence, plants and shrubbery, all as now installed on the Property, and these additional items (to whice alue has been assigned): (C) Items specifically excluded: (D) Possession: There [] are [] are not parties in possession of the Property other than SELLER. Posses will be given the buyer at closing unless otherwise specified herein Property is rented, the lease term expires if the month; the rental amount is \$	(A) ADDRES	5:						_ ZIP:		
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Real Estate Assessment # (optional):	description):									
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Property is rented, the lease term expires										
Property is rented, the lease term expires; the rent due date is the; the month; the rental amount is \$; per month; and the security deposit is \$	וט) Possess) will be given th	on: There [] are [e buyer at closing :	are not pa unless other	irties in pos wise speci	ssession fied here	or the Pro in	эегіу о	mer m	an Sell	ER. Posse
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			-							
and obligations under this Agreement will extend through the closing of the sale of the Property under contract. SELLER acknowledges that this Agreement does not guarantee a sale.		the terms describ	ed below, o	r any other	r price ar	nd terms a	ccepta	ble to S	SELLER	, for an exc

(A)	Price: \$ (If SELLER changes Price review paragraph 11 again/initials
of SE	LLER)
(B)	Method of payment: [] Cash [] Financing as follows: [] Conventional loan
(1) [] SELLER Financing: SELLER will hold a purchase money mortgage in the amour of \$ with the following terms:
	2) [] Assumption of Existing Mortgage: The Mortgage is for a remaining term of approximatelyyears
	at an interest rate of% per annum. [] Fixed [] Adjustable (describe) Lender approval of assumption [] is [] is not required.
	CE TO SELLER: You may remain liable for an assumed mortgage after the sale of the Property. Check wit attorney or lender to determine the extent of your liability.
	SELLER agrees to pay:
	1) Closing Costs: Deed stamps, Owner's title insurance policy, Title search, Closing attorney/settlement fee
	ER's courier fees, Real estate brokerage fee, Satisfaction of mortgage and recording fee, Survey, Repair eplacements that may be agreed upon by SELLER and a buyer after the Property inspection(s) an
	isal, Wood-destroying organism treatment and repairs not to exceed 1% of the sales price, for VA sale only
	destroying organism report,
[](ne year home warranty (mark if applicable), Other 2) All other charges required by a buyer's lender in connection with the loan which a buyer is prohibited fror
	g by law or regulation.
	3) All mortgage payments, condominium or homeowners association fees and assessments, Communit opment District and government special assessments due and payable shall be made current at SELLER'
	ise at the time of closing.
4. B F	ROKER OBLIGATIONS AND AUTHORITY:
	SELLER authorizes and BROKER agrees to: (1) cause the Property to be photographed, place the Propert
	ne photograph in the Northeast Florida Multiple Listing Service, Inc. (NEFMLS) and to report to NEFMLS th
	and financing information on any resulting sale for use by NEFMLS and the Northeast Florida Associatio
	altors, Inc. (NEFAR); (2) provide timely notice of status changes of the listing to NEFMLS and provide sale
inforn	nation including selling price to NEFMLS upon sale of the property (3) place an appropriate sign on th
Prope	rty, including a sold sign when an offer has been accepted if BROKER desires; (4) advertise the Property a
	ŒR deems advisable except if limited in paragraph 4(B); (5) order and obtain all items necessary to clos
	e Property such as, but not limited to, title insurance and survey; (6) at BROKER's option, use SELLER'
	in connection with marketing and advertising of the Property, before and after the sale; and (7) obtain an
	ation relating to the present mortgage(s) on the Property. Additionally, SELLER hereby grants to NEFMLS
	R and BROKER the unlimited right to use, publish, disseminate, sell and license all text, graphics, photos
	tours, documents and any other forms of data entered into the NEFMLS system and SELLER hereb
	tes to NEFMLS, NEFAR and BROKER all of the SELLER'S interests in all intellectual property rights therein
, -] SELLER authorizes BROKER to display all listing content relating to the Property on the Internet without
	tion except that information deemed confidential by NEFMLS.
-] SELLER authorizes BROKER to display all listing content relating to the Property on the Internet excep
the st	reet address of the Property and that information deemed confidential by NEFMLS.

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

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

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83 84 85	SELLER [] does [] does not allow a Virtual Office Website to perform and display an Automated Valuation Model (AVM) estimate of the market value of the Property or to hyperlink to a website to obtain such estimate.
86 87	SELLER [] does [] does not allow third parties to write comments, reviews or blogs concerning the 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 91	has selected this option, consumers who conduct searches for listings on the Internet will not see information about the Property in response to their searchinitials of SELLER
92 93	[] If SELLER withholds consent for listing content display on all Internet sites except BROKER's, 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
96	of SELLER
97 98	D) SELLER desires BROKER to [] Withhold verbal offers [] Withhold all offers after SELLER accepts a 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, which indemnity will survive performance of this Agreement by BROKER, termination of this Agreement and the
108 109	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
115 116	status of SELLER unless otherwise specified as follows, including the joinder of the SELLER's spouse,
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 (
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% of the contract sale price
134	whether the buyer be secured by BROKER or SELLER, or by any
135	other person. BROKER agrees to pay a selling (cooperating) broker compensation of% of the contract sale
136	price or \$ If none, the Property cannot be placed in NEFMLS. The brokerage fee is due in the
137	following circumstances: (1) If any interest in the Property is transferred, whether by sale, exchange,
138	governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is secured by
139	BROKER, SELLER or any other person; (2) if SELLER refuses or fails to sign an offer at the price and terms
140	stated in this Agreement, fails to perform or defaults on an executed purchase and sale agreement, or agrees with
141	buyer to cancel an executed purchase and sale agreement without BROKER's written consent. If there is a
142	conveyance of title to the Property within twelve (12) months after termination of this Agreement to any person to
143	whom the Property has been shown during the term of this Agreement, including any extension(s) hereof,
144	SELLER will pay the full brokerage fee to BROKER on demand. However, no brokerage fee will be due BROKER
145	if, after this Agreement is terminated, the Property is listed with another broker and sold through that brokerage
146	agreement. In any sale of the Property, permission is given to BROKER to represent and receive brokerage fees
147	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
149	or 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.

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SELLER and BROKER, jointly and severally, hereby knowingly, voluntarily and intentionally waive any and all rights to a trial by jury in any litigation, action or proceeding involving SELLER or BROKER, whether arising

directly or indirectly from this Agreement or the Property or relating thereto. Each party will be liable for its own

costs and attorney's fees. Notwithstanding the foregoing, in the event of a dispute between a buyer and SELLER

173 174 175 176 177 178	as to entitlement to the binder deposit(s), the holder of the binder deposit(s) may file an interpleader action in accordance with applicable law to determine entitlement to the binder deposit(s), and the interpleader's attorney's fees and costs shall be deducted from the binder deposit(s) and assessed against the non-prevailing party, or the broker holding the binder deposit(s) may request the issuance of an escrow disbursement order from the Florida Real Estate Commission and, in either event, SELLER agrees to be bound thereby and shall indemnify and hold 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.
180 181 182	10. MATERIAL FACTS AND DEFECTS : SELLER represents that SELLER has no knowledge of facts materially affecting the value of the Property other than those which a buyer can readily observe except 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
187 188	with applicable codes and all orders issued in such proceeding unless otherwise agreed to between the parties in 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
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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
194 195	REQUIRED.) [] is[] is not located either partially or totally seaward of the Coastal Construction Control Line as defined in
196	Florida Statute161.053. (If the Property is located seaward of the CCCL, the Coastal Construction Control Line
197	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 hereofinitials of
202	SELLER
203	SELLER represents that the listing price <u>may NOT produce sufficient funds</u> to satisfy all mortgages and liens
203	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 of the
209 210	sale may be required. The Listing Agreement SHORT SALE/PRE-FORECLOSURE Addendum is REQUIRED. See attachedinitials of SELLER
210	Gee attached
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 attachedinitials of SELLER
216	NOTE: IF ANY OF THE REPRESENTATIONS MADE ABOVE CHANGE FOR ANY REASON SELLER

AGREES TO IMMEDIATELY NOTIFY BROKER IN WRITING AND TO UPDATE THE FINANCIAL

REPRESENTATIONS AS APPROPRIATE.

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

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

- 239 1. Dealing honestly and fairly;
- 240 **2.** Loyalty;

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

250	Date:	Signature:
251	Date:	Signature:

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

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- 259 As a transaction broker, (insert name of Real Estate Firm
- and its associates), provides to you a limited form of representation that includes the following duties:
 - Dealing honestly and fairly;
 - Accounting for all funds;
 - 3. Using skill, care and diligence in the transaction;
- 264 **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 coun	nteroffers in a timely manner, unless a part	ty has previously directed
	the licensee otherwise in writir	ng;	
6.	. Limited confidentiality, unless	waived in writing by a party. This limited	confidentiality will prevent
	disclosure that the seller will a	accept a price less than the asking or listed	d price, that the buyer will
	pay a price greater than the p	price submitted in a written offer, of the m	notivation of any party for
		t a seller or buyer will agree to financing	
	offered, or of any other informa	ation requested by a party to remain confide	ential; and
7.	-	entered into by this or by separate written a	~
•		or seller is not responsible for the acts of the	•
-		ivided loyalty of the licensee. This aspect	•
		ransaction by assisting both the buyer and	
	k to represent one party to the de	triment of the other party when acting as a	transaction broker to both
parties.		and duties of a transportion business (Must be i	initialad ar airead \
i agree mai	i my agent may assume the role al	nd duties of a transaction broker. (Must be i	initialed or signed.)
Date:	Signature:		
Date:	Signature:		
	ONAL TERMS AND CONDITION	IS, IF ANY:	
	ONAL TERMS AND CONDITION	IS, IF ANY:	
16. SPECI	ONAL TERMS AND CONDITION	IS, IF ANY:	
16. SPECI are incorpo	IAL CLAUSES AND ATTACHME rated herein by reference.	ENTS: [] None [] Attachments [] Adder	nda through
16. SPECI are incorpo	IAL CLAUSES AND ATTACHME rated herein by reference.	IS, IF ANY:	nda through
16. SPECI are incorpo 17. SELLE communica	IAL CLAUSES AND ATTACHME rated herein by reference. ER AUTHORIZATION: SELLER hate with SELLER's lenders, foreclo	ENTS: [] None [] Attachments [] Addernereby authorizes BROKER and closing att	nda through orney/settlement agent to er encumbrance holders if
16. SPECI are incorpo 17. SELLE communica any, and to and any ot	IAL CLAUSES AND ATTACHME rated herein by reference. ER AUTHORIZATION: SELLER hate with SELLER's lenders, forecloop obtain payoff letters from them,	ENTS: [] None [] Attachments [] Addernereby authorizes BROKER and closing attosure attorneys, bankruptcy trustee and other	nda through corney/settlement agent to er encumbrance holders if association status letters
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By: _____ Authorized Listing Licensee

SELLER

Date

Date

Authorized BROKER's Office Phone #	Licensee's Phone #	Licensee's e-mail
SELLER's Mailing Address		
City	Zip	
SELLER's Home Phone #	SELLER's Work Phone #	SELLER's Cell Phone #
SELLER's e-mail Address		