

Modification to Listing Agreement

_____ (“**Owner**”) or (“**Seller**”)
and _____ (“**Broker**”)

agree to amend Florida Association of Realtors® (**Check one**) Exclusive Right of Sale Listing Agreement, Exclusive Brokerage Listing Agreement, or Exclusive Right to Lease Agreement, regarding the Property described as:

(Check as applicable)

- The Termination Date will be _____.
- The price and terms will be _____.
- Compensation to **Broker** will be:
- (a) _____ % of total purchase price plus \$ _____ OR \$ _____.
- (b) _____ % of gross lease value or \$ _____.
- Compensation is owed to **Broker** if Property is transferred within _____ days after Termination Date.
- Fee to **Broker** if deposit is retained by **Owner/Seller** will be _____ % of deposit.
- Leasing fee to **Broker** will be \$ _____.
- Cancellation fee to **Broker** will be \$ _____.
- Broker** hereby agrees to conditionally terminate the Agreement. **Owner/Seller** will reimburse **Broker** for all direct expenses incurred in marketing the Property and pay the agreed upon cancellation fee. **Owner/Seller** will be liable for the full compensation in the Agreement if **Seller** transfers or contracts to transfer or if **Owner** contracts to lease the Property or any interest in the Property during the time period from the date of conditional termination to Termination Date and Protection Period, if any.
- Broker** and **Owner/Seller** hereby agree to unconditionally terminate the Agreement. **Owner/Seller** agrees to reimburse **Broker** for all direct expenses incurred in marketing the Property. **Broker** and **Owner/Seller** mutually release each other from all obligations under the Agreement and release each other from any and all claims and actions arising from or related to the Agreement.
- Other: _____

This Modification to Listing Agreement amends the above-referenced Agreement between **Owner/Seller** and **Broker**. All other non-conflicting provisions of that Agreement remain in full force and effect.

Owner/Seller Date **Broker** Date

Owner/Seller Date Authorized Sales Associate Date

Copy returned to **Owner/Seller** on _____ by email facsimile mail personal delivery.