



TALLAHASSEE BOARD OF REALTORS®, INC.
LISTING AGREEMENT FOR EXCLUSIVE RIGHT OF SALE

(REVISED SEPTEMBER 2013)



1 **1. DATE OF AGREEMENT:** _____

2 **2. PARTIES:** _____ as BROKER, and
 3 _____ as SELLER agree that BROKER
 4 shall be engaged to market and sell Real Property owned by SELLER as follows:

5 **3. LEGAL DESCRIPTION of real estate:**
 6 Lot _____ Block _____ Subdivision _____ Unit _____
 7 located in _____ County, FL. Metes and Bounds legal description attached.
 8 Property Address: _____ Zip Code: _____

9 **4. PRICE:** The Property shall be offered at the following price: \$ _____

10 **5. TERM OF AGREEMENT:** SELLER hereby gives BROKER _____ months, expiring _____ the exclusive
 11 right to find a Buyer for the above described Property.

12 **(A)** In the event the SELLER decides not to sell the Property BROKER may agree to cancel this agreement. SELLER agrees to sign a
 13 Listing Agreement Cancellation, reimburse BROKER for all expenses incurred in marketing the Property and simultaneously
 14 pay the BROKER a cancellation fee of _____.

15 **(B)** Broker may, at BROKER'S discretion, cancel this Agreement upon 15 days written notice to the SELLER.

- 16 **6. PERSONAL PROPERTY:** All fixed equipment, fixtures and the following non-fixed items are included in the purchase price:
- | | | | |
|--|--|---|--|
| 17 <input type="checkbox"/> Above Ground Pool | <input type="checkbox"/> Generator | <input type="checkbox"/> Refrigerator <input type="checkbox"/> with Ice Maker | <input type="checkbox"/> Water Softener/Purifier |
| 18 <input type="checkbox"/> Ceiling Fans – all | <input type="checkbox"/> Ice Maker – Stand Alone | <input type="checkbox"/> Satellite System | <input type="checkbox"/> Window Treatments – all |
| 19 <input type="checkbox"/> Central Vacuum and Attachments | <input type="checkbox"/> Intercom | <input type="checkbox"/> Security System – owned | <input type="checkbox"/> Window/Wall AC |
| 20 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Light Fixtures – all | <input type="checkbox"/> Spa or Hot Tub with Heater | <input type="checkbox"/> _____ |
| 21 <input type="checkbox"/> Disposal | <input type="checkbox"/> Microwave Oven | <input type="checkbox"/> Sprinkler System | <input type="checkbox"/> _____ |
| 22 <input type="checkbox"/> Dryer | <input type="checkbox"/> Pool Equipment | <input type="checkbox"/> Storage Shed | <input type="checkbox"/> _____ |
| 23 <input type="checkbox"/> Garage Door Opener | <input type="checkbox"/> Pool Heater | <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> _____ |
| 24 and Transmitter(s) | <input type="checkbox"/> Range/Oven | <input type="checkbox"/> Washer | <input type="checkbox"/> _____ |

25 The following items are excluded: _____
 26 _____

27 **7. SELLER'S REPRESENTATIONS:** SELLER warrants that representations of Property furnished to BROKER by SELLER are true. SELLER
 28 represents that SELLER has legal authority and capacity to convey the Property with all improvements. SELLER further certifies
 29 and represents that the Property has no known latent defects or facts that materially affect the Property's value except those as
 30 noted on the Tallahassee Board of Realtor's "Seller's Property Disclosure". SELLER agrees to immediately inform BROKER of any
 31 material facts that arise after signing this Agreement. SELLER agrees to indemnify BROKER and hold BROKER harmless from losses,
 32 damages, costs and expenses of any nature, including attorney's fees, and from liability to any person, that BROKER incurs because
 33 of (a) SELLER'S negligence, representations, misrepresentations, actions or inactions, or, (b) the existence of undisclosed material
 34 facts about the Property. This clause will survive BROKER'S performance and the transfer of title.

SELLERS Initials: _____

- 35 **8. SELLER'S RESPONSIBILITIES:** SELLER agrees to furnish BROKER keys to the Property. SELLER will make the Property available for
36 BROKER to show to prospective Buyers during reasonable hours. SELLER agrees to immediately refer all inquiries on the Property to
37 BROKER and to inform BROKER prior to leasing, mortgaging or otherwise encumbering the Property. SELLER will consult appropriate
38 professionals for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.
- 39 **9. BROKER'S RESPONSIBILITIES:** In consideration of this Exclusive Right of Sale, BROKER agrees to (a) Process the Property through
40 the Multiple Listing Service within _____ days of execution of this Agreement; (b) Market the Property as BROKER deems
41 advisable; (c) Furnish sales information requested by any Broker.
- 42 **10. SELLER'S COSTS:** SELLER authorizes BROKER to arrange for and obtain all items necessary to consummate a closing on the Property
43 as agreed upon by SELLER and Buyer and directed by the Contract for Sale and Purchase between those parties. SELLER agrees to
44 be responsible for payment of these items in a timely fashion regardless of the outcome of the transaction.
- 45 **11. PRORATIONS:** All taxes from the current year, assessments imposed by a Community Development District (CDD), rents, other
46 income and expenses of the Property, and homeowner's association dues, if applicable, shall be prorated as of date of closing.
- 47 **12. BROKERAGE FEE:**
- 48 **(A)** For finding a Buyer ready, willing and able to purchase the Property, SELLER agrees to pay BROKER, no later than closing date
49 a brokerage fee of \$_____ or _____% of the price at any price and terms acceptable to SELLER, along with
50 \$_____ transaction fee. Closing is not a prerequisite for brokerage fee being earned. Brokerage fee is due if any
51 interest in the Property is transferred whether by sale, exchange, governmental action, or any other means of transfer, including
52 if SELLER defaults on an executed Contract for Sale and Purchase or agrees with a Buyer to cancel an executed Contract for Sale
53 and Purchase where Buyer is not relieved of obligations to purchase under the terms of any Contract agreements, whether
54 the Buyer be secured by BROKER or SELLER, or by any other person; or, if the Property is sold within _____ months after
55 expiration of this agreement to any person to whom the said Property has been submitted by BROKER, a cooperating BROKER,
56 or SELLER'S representatives. No brokerage fee shall be due BROKER if, after this listing has expired, the Property is relisted with
57 another Broker and sold through that Broker's listing agreement.
- 58 **(B)** In exchange of this Property, permission is given BROKER to receive brokerage fees from both parties.
- 59 **(C)** BROKER will provide the following relationship to SELLER:
- 60 TRANSACTION BROKERAGE
- 61 SINGLE AGENCY, BROKER may transition to Transaction Broker when required. SELLER must sign required
62 "Consent to Transition to Transaction Broker" agreement.
- 63 NO-BROKERAGE RELATIONSHIP
- 64 **(D)** COOPERATION WITH OTHER BROKERS:
- 65 \$_____ or _____% Brokerage Fee will be offered to
66 Transaction Brokers of the TBR/CATRS MLS.
- 67 \$_____ or _____% Brokerage Fee will be offered to
68 Single Agent Brokers of the TBR/CATRS MLS.
- 69 \$_____ or _____% Brokerage Fee will be offered to
70 No Brokerage Brokers of the TBR/CATRS MLS.
- 71 Above compensations apply to contracted reciprocal agreements, if any, with other Board/MLS(s).
- 72 **13. DEPOSITS:** If a deposit is forfeited by a Buyer, the SELLER will be entitled to _____% of the deposit.
- 73 **14. NO VERBAL AGREEMENTS:** SELLER and BROKER acknowledge that this Agreement does not guarantee a sale and that there
74 are no other agreements, promises or understandings either expressed or implied between them other than specifically set forth
75 herein and that there can be no alterations or changes to this Agreement except in writing and signed by both BROKER and SELLER.
76 SELLER warrants there are no prior agreements on this Property, listing, sale or otherwise, that have not been terminated.

SELLERS Initials: _____

77 **15. NON-DISCRIMINATION:** This Property is offered to any person without regard to race, color, religion, national origin, sex, age,
78 handicap, or familial status, or by any other factor protected by federal, state, or local law.

79 **16. AUTHORIZATIONS:**

80 **(A)** SELLER does does not authorize the use of a lockbox system.

81 **(B)** SELLER authorizes BROKER to place appropriate signage on the Property, including, but not limited to For Sale sign(s), Sale
82 Pending rider(s), and Sold rider(s).

83 **(C)** SELLER authorizes BROKER to use SELLER'S name when marketing the Property.

84 **(D)** SELLER authorizes BROKER to advertise the Property as BROKER deems beneficial in newspapers, publications, computer
85 networks, including internet sites and other media to include photos and virtual tours (unless SELLER opts out below). SELLER
86 has been informed that through the use of these marketing tools the Property will be marketed more widely and if utilized, a
87 lockbox system will help the Property be more readily shown to prospective Buyers but personal property of the SELLER may
88 be more susceptible to theft or damage. SELLER agrees that if utilized, the lockbox system will be for the benefit of the SELLER.
89 SELLER is advised to secure their valuables. SELLER releases BROKER and those working by or through the BROKER, and the
90 Tallahassee Board of REALTORS, Inc. from all liability in connection with any loss that may occur.

91 **(E)** SELLER authorizes BROKER to report to the MLS system the listing information, price, terms and financing information on any
92 resulting sale for use by authorized Tallahassee Board of REALTORS members, MLS participants and subscribers.

93 **(F)** VIRTUAL OFFICE WEBSITES: Some BROKERS offer real estate brokerage services online. These websites are referred to as Virtual
94 Office Websites (VOW). An automated estimate of market value or comments/reviews about a property may be displayed in
95 conjunction with a property on some VOWS. Anyone who registers on a VOW may gain access to such automated valuations or
96 comments/reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations
97 or comments/reviews (blogs) about this Property.

98 SELLER does does not want the Property to be displayed on the internet other than in MLS. SELLER understands that if the
99 "does not" option is chosen consumers who search for listings on the internet will not see information about the listed Property.

100 SELLER does does not want the address of the listed Property to be displayed on the internet.

101 SELLER does does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate)
102 to be displayed in immediate conjunction with the listing of this Property.

103 SELLER does does not authorize third parties to write comments/reviews about the listing of the Property (or display
104 a hyperlink to such comments/reviews) in immediate conjunction with the listing of this Property.

105 **17. SPECIAL CLAUSES:** _____
106 _____
107 _____

108 **18. LEGAL MATTERS:** This is a legal contract binding on all parties hereto, and is binding on SELLER'S heirs, personal representatives,
109 administrators, successors and assigns. If SELLER does not fully understand this Agreement SELLER should seek competent legal
110 advice. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs
111 incurred, including reasonable attorney's fees.

112 **19. COPY OF AGREEMENT:** Signature of Sales Associate shall serve as acceptance for BROKER. BROKER will provide executed copy of
113 this agreement to SELLER. Signatures, initials, and modifications communicated by Fax or e-mail will be considered binding.

114 _____ SELLER

SALES ASSOCIATE

115 _____ SELLER

DESIGNATED BROKER

116 _____

SELLER'S MAILING ADDRESS (INCLUDE ZIP CODE)

117 _____ SELLER'S PHONE

SELLER'S E-MAIL ADDRESS(ES)