



**EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT
FOR SINGLE AGENT BROKER**
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Northeast Florida Multiple Listing Service, Inc. ("NEFMLS")



1 **THIS EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT** ("Agreement") is made by
2 _____ ("BROKER") and
3 _____ ("SELLER"),
4 who agree to the following terms and conditions and as completed or marked.

5 **1. AUTHORITY TO SELL PROPERTY:** SELLER grants BROKER the EXCLUSIVE RIGHT TO SELL the property
6 described below (the "Property") at the price and upon the terms described below, or any other price and terms
7 acceptable to SELLER, for an exclusive listing term beginning _____, _____, and
8 terminating at 11:59 p.m. on _____, _____. Upon acceptance of a contract for
9 purchase and sale of the Property, all rights and obligations under this Agreement will automatically extend
10 through the closing of the sale of the Property under that contract. SELLER acknowledges that this Agreement
11 does not guarantee a sale.

12 **Under Florida law the sale of your principal residence requires your spouse to sign the deed at closing**
13 **even if your spouse's name is not on your present deed. If applicable, your spouse will sign this**
14 **Agreement.**

15 **2. PROPERTY DESCRIPTION:**
16 (A) Street address, city, zip code: _____

17 _____
18 (B) Property is located in _____ County, Florida. Real Property Tax ID No: _____

19 (C) Legal description of the Real Property (if lengthy, attach legal description): _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____

26 **(D)PERSONAL PROPERTY:** The following items owned by SELLER and existing on the Property on the date
27 of the buyer's offer are included in the purchase price: range/oven, cooktop, dishwasher, disposal, ceiling
28 fans, audio/visual system wiring, light fixtures, bathroom mirrors, drapery hardware, all window treatments,
29 garage door opener and control, security gate and other access devices, mailbox and mailbox key if
30 applicable, fence, plants and shrubbery, all as now installed on the Property, and those additional items
31 checked below (to which no value has been assigned).

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Smoke detector(s) | <input type="checkbox"/> Pool fence/barrier | <input type="checkbox"/> Mounted/installed speakers |
| <input type="checkbox"/> Washer | <input type="checkbox"/> Window/wall a/c | <input type="checkbox"/> Pool Sweep | <input type="checkbox"/> Water softener/treatment system |
| <input type="checkbox"/> Dryer | <input type="checkbox"/> Built-in Generator | <input type="checkbox"/> Above-Ground Pool | <input type="checkbox"/> Storm shutters and panels |
| <input type="checkbox"/> Gas logs | <input type="checkbox"/> Wine cooler | <input type="checkbox"/> Storage Shed | <input type="checkbox"/> Spa or hot tub with heater |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Microwave Oven | <input type="checkbox"/> Intercom | |

37 Other (specify): _____
38 _____
39 _____
40 _____

41 **Items specifically excluded from this Agreement:** _____
42 _____
43 _____
44 _____
45 _____

46 3. **TERMS:** The Property is to be offered for sale upon the following terms and conditions:

47 (A) Listing price: \$ _____
48 If SELLER changes the listing price review paragraph 4 again. _____ / _____ initials of SELLER

49 (B) Method of payment: Cash Financing as follows: Conventional or USDA loan VA loan
50 FHA loan Mortgage assumption SELLER financing

51 (1) SELLER Financing: SELLER will hold a purchase money first or second mortgage in the
52 amount of \$ _____ with the following terms: _____
53 _____
54 _____

55 (2) Assumption of Existing Mortgage: The Mortgage is for a remaining term of approximately ___ years
56 at an interest rate of _____% per annum fixed adjustable (describe) _____
57 _____.
58 Lender approval of assumption is is not required. SELLER understands that SELLER may
59 remain liable under the assumed note and mortgage unless SELLER receives an unconditional release of
60 liability from the mortgagee.
61 If the mortgage to be assumed is a VA guaranteed mortgage, the buyer
62 shall be required
63 shall not be required
64 to substitute the buyer's VA Certificate of Eligibility for SELLER's eligibility upon closing.

65 **Check with your attorney and/or lender to determine the extent of your liability.**

66 (C) SELLER EXPENSES: At closing SELLER agrees to pay:

67 (1) Closing Costs: deed stamps, owner's title insurance policy, title search, closing attorney/settlement
68 fee, real estate brokerage fee, survey, satisfaction of mortgage and recording fee, SELLER's courier
69 fees, repairs, replacements and treatments that may be agreed upon by SELLER and a buyer after the
70 Property inspection(s), and Wood-destroying organism report for VA sale only, One year home
71 warranty (mark if applicable), Other (specify, such as amount of SELLER contributions towards
72 closing costs and prepaids etc.) _____
73 _____

74 (2) All other charges required by the buyer's lender in connection with the buyer's loan(s) which the buyer
75 is prohibited from paying by law or regulation.

76 (3) Condominium and homeowners' association estoppel/statement costs.

77 (4) All mortgage payments, condominium or homeowners' association fees and assessments, taxes,
78 Community Development District (CDD) fees and public body special assessments due and payable shall
79 be made current at SELLER's expense at the time of closing.

80 (D) PRORATIONS: All taxes, rents, condominium and homeowner's association fees, solid waste
81 collection/disposal fees, storm water fees, and CDD fees will be prorated through the day before closing.

82 (E) POSSESSION

83 Buyer will be given possession at closing.
84 Buyer will be given possession within ___ days after the date of closing at no rental cost to SELLER.

85 If possession is to be delivered before or after date of closing, the buyer and SELLER shall execute a separate
86 possession agreement prepared by legal counsel at possessor's expense at least 5 days before date of closing
87 on terms reasonably acceptable to the buyer and SELLER.

88 SELLER represents that there are no parties in possession other than SELLER.
89 The Property is available for rent or rented and the tenant may continue in possession following date of
90 closing unless otherwise agreed in writing. Within 5 days after date of acceptance of a purchase and sale
91 agreement SELLER shall provide the buyer with a copy of all current leases for the Property and deliver to the
92 buyer originals of same at closing. At closing, all tenant deposits will be transferred from SELLER to the buyer
93 and any leases shall be deemed to have been assigned by SELLER to buyer and the obligations thereunder
94 assumed by the buyer.

95 If the Property is rented, the lease term expires on _____; the rent due date is the _____
96 day of the month; the rental amount is \$ _____ per month; and the security deposit is \$ _____

97 (F) If possession will be given to the buyer at or before closing, SELLER shall sweep the Property clean and
98 remove all personal property not included in the sale by time of closing.

99 **4. FINANCIAL REPRESENTATIONS: If one of the following paragraphs is not initialed the listing may not**
100 **be placed in NEFMLS.**

101 SELLER represents that the listing price **will produce sufficient funds** to satisfy all mortgages and liens
102 encumbering the Property and pay all closing costs described in paragraph 3 hereof. _____/_____ **initials**
103 of SELLER

104 SELLER represents that the listing price **may NOT produce sufficient funds** to satisfy all mortgages and liens
105 encumbering the Property and pay all closing costs described in paragraph 3 hereof **but SELLER has readily**
106 **available funds** to satisfy same and will satisfy same at closing. _____/_____ **initials** of SELLER

107 SELLER represents that the listing price **will NOT produce sufficient funds** to satisfy all mortgages and liens
108 encumbering the Property and pay all closing costs described in paragraph 3 hereof and that **SELLER does not**
109 **have funds available** to pay the deficiency. Lender, other encumbrance holders, and/or court approval may be
110 required. The Listing Agreement **SHORT SALE/PRE-FORECLOSURE Addendum is REQUIRED and is**
111 **attached.** _____/_____ **initials** of SELLER

112 SELLER represents that SELLER is not current on the payment of all mortgages and other encumbrances on
113 the Property, meaning that this is a **PRE-FORECLOSURE** property and the encumbrance holder has provided
114 notice of possible foreclosure proceedings or has already filed foreclosure proceedings. Lender, other
115 encumbrance holders, and/or court approval may be required. The Listing Agreement **SHORT SALE/PRE-**
116 **FORECLOSURE Addendum is REQUIRED and is attached.** _____/_____ **initials** of SELLER

117 SELLER has acquired ownership to the Property through Foreclosure Proceedings. SELLER hereby authorizes
118 Broker to disclose, advertise, and market the Property **publicly** as a "**FORECLOSED / FORECLOSURE / etc**"
119 Property as permitted in the NEFMLS system, in other public marketing media, and as part of any signage
120 advertising the Property. SELLER acknowledges that this disclosure, advertising and marketing may be provided
121 to the general public and displayed on public websites. _____/_____ **initials** of SELLER

122 **IF ANY OF THE REPRESENTATIONS MADE ABOVE CHANGE FOR ANY REASON, SELLER AGREES TO**
123 **IMMEDIATELY NOTIFY BROKER IN WRITING AND TO UPDATE THE FINANCIAL REPRESENTATIONS AS**
124 **APPROPRIATE.**

125 **5. BROKER OBLIGATIONS AND AUTHORITY:**

126 (A) SELLER consents does not consent to the utilization of a Northeast Florida Association of
127 REALTORS, Inc. ("NEFAR") authorized lock box system. **If SELLER consents to the utilization of a NEFAR**
128 **authorized lock box system, see Lock Box Addendum.** _____/_____ **initials** of SELLER

129 (B) SELLER authorizes BROKER to Withhold verbal offers Withhold all offers after SELLER accepts a
130 purchase and sale agreement unless it is a short sale.

131 (C) SELLER authorizes and BROKER agrees to: (1) cause the Property to be photographed, place the Property
132 and the photograph(s) in NEFMLS and to report to NEFMLS the terms and financing information on any resulting
133 sale for use and distribution by NEFMLS and NEFAR; (2) provide timely notice of status changes of the listing to
134 NEFMLS and provide sales information including selling price to NEFMLS upon sale of the Property; (3) if
135 BROKER desires, place appropriate sign(s) on the Property if permissible; (4) advertise the Property as BROKER
136 deems advisable except if limited in paragraph 4 or 5; (5) order and obtain all items necessary to close on the
137 sale of the Property including but not limited to, title insurance and survey; (6) at BROKER's option, use
138 SELLER's name in connection with marketing and advertising of the Property, before and after the sale; and (7)
139 obtain any information relating to the present encumbrances on the Property. SELLER hereby grants to NEFMLS,
140 NEFAR and BROKER the unlimited right to use, publish, disseminate, sell and license to others all text, graphics,
141 photos, virtual tours, documents and any other types of data entered into the NEFMLS system, and SELLER
142 hereby releases to NEFMLS, NEFAR and BROKER all of the SELLER'S interests in all intellectual property rights
143 therein, and SELLER agrees to indemnify and hold them harmless from all losses, damages, costs, and
144 expenses, including reasonable attorneys' fees, which may be incurred because of third party claims concerning
145 intellectual property rights, which indemnity and hold harmless will survive performance of this Agreement by
146 BROKER, termination of this Agreement and the closing of the sale of the Property. SELLER understands and
147 agrees that public websites determine their own content and use of data, and therefore NEFMLS, NEFAR and
148 BROKER have no control over public websites and no obligation to remove any of the above content from public
149 websites at any time.

150 (D) INTERNET DISPLAY (mark one of the following):

- 151 SELLER authorizes BROKER to display all listing content relating to the Property on the Internet without
152 restriction except that information deemed confidential by NEFMLS.
153 SELLER authorizes BROKER to display all listing content relating to the Property on the Internet without
154 restriction except that information deemed confidential by NEFMLS and the street address of the Property.

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

- 156 SELLER does does not allow a public website to perform and display an Automated Valuation Model
157 (AVM) estimate of the market value of the Property or to hyperlink to a website to obtain such estimate.
158 SELLER does does not allow third parties to write comments, reviews or blogs concerning the Property,
159 or to hyperlink to a website to obtain such comments, reviews or blogs on a public website.

160 SELLER does **not** authorize BROKER to display listing content relating to the Property on the Internet except
161 internally within the NEFMLS system. SELLER understands and acknowledges that if SELLER has selected
162 this option consumers who conduct searches for listings on the Internet will **not** see information about the
163 Property in response to their search. _____/_____ **initials** of SELLER

164 If SELLER withholds consent for listing content display on all Internet sites **except** BROKER's, BROKER may
165 take the listing but it is not eligible for inclusion in NEFMLS. _____/_____ **initials** of SELLER

166 **6. SELLER OBLIGATIONS:** SELLER agrees to: (A) cooperate with BROKER in carrying out the purposes of this
167 Agreement, and to refer immediately to BROKER all inquiries regarding the sale of the Property; (B) provide
168 BROKER with keys to the Property and make the Property available to BROKER to show during reasonable
169 times; (C) make the Property available for inspections during the time provided in the purchase and sale
170 agreement and to keep utilities active until closing; (D) inform BROKER prior to leasing, mortgaging or otherwise
171 encumbering the Property, **including advances on any home equity line of credit, or filing bankruptcy;** (E)
172 indemnify and hold BROKER harmless from losses, damages, costs and expenses of any nature, including
173 reasonable attorney's fees, and from liability to any person which BROKER incurs because of SELLER's
174 negligence, representations, misrepresentations, actions, inactions, use of the lock box, and the existence of facts
175 materially affecting the value of the Property, which indemnity and hold harmless will survive performance of this
176 Agreement by BROKER, termination of this Agreement and the closing of the sale of the Property; (F) authorize
177 BROKER in response to inquiries from buyers or cooperating brokers to disclose the existence of offers and
178 whether such offers were obtained by the listing licensee, by another licensee of BROKER, or by a cooperating
179 broker; (G) comply with the Foreign Investment in Real Property Tax Act (FIRPTA) which may require SELLER to

180 provide additional funds at closing; (H) comply with all mandatory disclosure requirements imposed by federal and
181 state laws and regulations, and by local ordinances including, but not limited to, those pertaining to noise and
182 airport notice zones, energy efficiency, radon gas and lead-based paint; and (I) execute a statutory general
183 warranty deed, trustee's, personal representative's or guardian's deed as appropriate to the status of SELLER
184 unless otherwise specified as follows (including the joinder of the SELLER's spouse): _____

185 The Property is subject to the following:

186 Homeowners' association fees and assessments in the amount of \$ _____ per _____

187 Master association fees and assessments in the amount of \$ _____ per _____

188 Capital contribution to homeowners' or condominium association in the amount of \$ _____

189 Condominium association fees and assessments in the amount of \$ _____ per _____

190 Condominium or homeowner's association special assessments in the amount of \$ _____ per _____

191 Community development district fees and assessments in the amount of \$ _____ per year

192 Public body special assessments (_____) in the amount of \$ _____ per _____

193 Association fees and assessments are payable to: _____

194 Payee's address is _____

195 Payee's phone number is _____

196 A right of first refusal or option to buy the Property by the condominium or homeowner's association or anyone else

197 **7. DEPOSIT:** If SELLER is entitled to retain the buyer's binder deposit(s) as liquidated damages, after deducting
198 any unpaid closing costs incurred, the balance thereof shall be divided equally between SELLER and BROKER,
199 except BROKER's share shall not exceed the total amount of the brokerage fee specified below.

200 **8. COMPENSATION and COOPERATION:** BROKER will cooperate with and compensate all NEFMLS brokers,
201 NEFMLS reciprocal brokers and any broker who reciprocates with NEFMLS acting in all legally recognized
202 brokerage relationships except _____. For finding a buyer ready, willing and able to
203 purchase the Property, SELLER will pay BROKER, no later than the date of closing, a brokerage fee of
204 \$ _____ and _____% of the purchase price, or \$ _____, whichever is greater,
205 whether the buyer is secured by BROKER, SELLER, or any other person. BROKER agrees to pay a selling
206 (cooperating) broker compensation of _____% of the purchase price or \$ _____ if the transaction
207 closes. (If none, the Property cannot be placed in NEFMLS.) The brokerage compensation is due in the following
208 circumstances: (1) if any interest in the Property is transferred, whether by sale, exchange, governmental action,
209 bankruptcy or any other means of transfer, regardless of whether the buyer is secured by BROKER, SELLER or
210 any other person; (2) if SELLER refuses or fails to sign an offer at the price and terms stated in this Agreement,
211 fails to perform or defaults on an executed purchase and sale agreement, or agrees with buyer to cancel an
212 executed purchase and sale agreement without BROKER'S written consent. If there is a conveyance of the
213 Property within 12 months after termination of this Agreement to any person to whom the Property has been
214 shown during the term of this Agreement, including any extension(s) hereof, SELLER will pay the full brokerage
215 compensation to BROKER on demand. However, no brokerage compensation will be due BROKER if, after this
216 Agreement is terminated, the Property is listed with another broker and sold through that broker. In any sale of
217 the Property, permission is given to BROKER to receive brokerage compensation from both a
218 buyer and SELLER. Notwithstanding the foregoing, in the event the Property is rented or leased during the term
219 of this Agreement or within 12 months after termination of this Agreement to any person to whom the Property
220 has been shown during the term of this Agreement, including any extensions(s) hereof, SELLER will pay
221 BROKER a rental or leasing fee of _____% of the gross rentals paid or to be paid, or a flat fee of \$ _____,

222 whichever is greater, on the date SELLER enters into a lease or an agreement to lease, whichever is earlier;
223 however, no rental or leasing fee will be due BROKER if, after this Agreement is terminated, the Property is listed
224 with another broker and rented or leased through that broker. If there is a conveyance of title of the Property to
225 any such person (tenant) within 12 months from the termination of any lease or rental agreement or extensions
226 thereof, SELLER will pay BROKER the full brokerage compensation on demand. The aforementioned brokerage
227 compensation is fair and reasonable and a result of arm's length negotiations. Closing is not a prerequisite for the
228 brokerage compensation being earned and payable to BROKER.

229 **9. DAMAGES:** SELLER and BROKER acknowledge that damages suffered by BROKER in the event SELLER
230 cancels this Agreement or otherwise prevents performance hereunder prior to BROKER finding a buyer ready,
231 willing and able to purchase the Property are unascertainable at the present time, and that BROKER will incur
232 damages, such as expenses for overhead, advertising, transportation and time. Accordingly, in the event this
233 Agreement is canceled by SELLER or SELLER otherwise prevents performance hereunder prior to BROKER
234 finding a buyer ready, willing and able to purchase the Property, SELLER agrees to pay BROKER on demand, as
235 liquidated damages, _____% of the then current listing price or \$ _____, the same being bonafide, fair
236 and reasonable, and a result of arm's length negotiations.

237 **10. DISPUTES AND WAIVER OF JURY TRIAL:** All controversies and claims between SELLER and BROKER,
238 directly or indirectly, arising out of or relating to this Agreement or the Property will be determined by non-jury trial.
239 SELLER and BROKER hereby knowingly, voluntarily and intentionally waive any and all rights to a trial by jury in
240 any litigation, action or proceeding involving SELLER or BROKER, whether arising directly or indirectly from this
241 Agreement or the Property or relating thereto. Each party will be liable for its own costs and attorney's fees.
242 Notwithstanding the foregoing, in the event of a dispute between the buyer and SELLER as to entitlement to the
243 binder deposit(s), the holder of the binder deposit(s) may file an interpleader action in accordance with applicable
244 law to determine entitlement to the binder deposit(s), and the interpleader's attorney's fees and costs shall be
245 deducted from the binder deposit(s) and assessed against the non-prevailing party, or the broker holding the
246 binder deposit(s) may request the issuance of an escrow disbursement order from the Florida Division of Real
247 Estate and, in either event, SELLER agrees to be bound thereby and shall indemnify and hold harmless the
248 holder of the binder deposit(s) from all losses, damages, costs, and expenses, including reasonable attorneys'
249 fees upon disbursement in accordance therewith. As used in this Paragraph 10, BROKER means BROKER and
250 all of Broker's licensees.

251 **11. MATERIAL FACTS AND DEFECTS:** SELLER represents that SELLER has no knowledge of facts materially
252 affecting the value of the Property other than those which the buyer can readily observe except _____
253 _____. SELLER further represents that the
254 Property is not now and will not prior to closing be subject to a municipal or county code enforcement proceeding
255 and that no citation has been issue except _____
256 (If the Property is or becomes subject to such a proceeding prior to closing, SELLER shall comply with Florida
257 Statutes 125 and 162, notwithstanding anything contained within said Statutes to the contrary. SELLER shall be
258 responsible for compliance with applicable codes and all orders issued in such proceeding unless otherwise
259 agreed to between the parties in the purchase and sale agreement.) SELLER has received no written or verbal
260 notice from any governmental entity as to uncorrected building, environmental or safety code violations, and
261 SELLER has no knowledge of any repairs or improvements made to the Property not in compliance with
262 governmental regulations except _____
263 _____
264 _____
265 _____
266 _____

267 To the best of SELLER'S knowledge, the Property:
268 was was not built prior to 1978. If the Property was built prior to 1978, the Lead Based Paint Disclosure is
269 required to be part of any purchase and sale agreement.
270 is is not located either partially or totally seaward of the Coastal Construction Control Line (CCCL) as
271 defined in Florida Statute 161.053. If the Property is located seaward of the CCCL, the Coastal Construction

272 Control Line Disclosure is required to be part of any purchase and sale agreement.

273 **12. COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** There are no agreements, promises or
274 understandings, either expressed or implied between SELLER and BROKER other than those specifically set
275 forth herein. This Agreement is not binding until it is signed and delivered by SELLER and BROKER including by
276 electronic media such as facsimile or email. This Agreement may be signed in counterparts. Modifications to this
277 Agreement will not be binding unless in writing, signed and delivered by SELLER and BROKER, except
278 modifications communicated by email do not require a signature of SELLER or BROKER. Where SELLERS are a
279 married couple and BROKER has not been notified in writing by either SELLER that divorce proceedings are
280 pending, any modification to this Agreement and/or communication (including without limitation price changes,
281 extensions and changes to NEFMLS listing information) from either spouse shall be deemed binding on the other
282 spouse and may be relied upon by BROKER, and SELLERS hereby appoint each other as attorney in fact for
283 these purposes.

284 Headings are for reference only and shall not be deemed to control interpretations. If any provision of this
285 Agreement is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. All
286 references to a time of day shall be Eastern Time. TIME IS OF THE ESSENCE IN THIS AGREEMENT. SELLER
287 represents that SELLER has the legal authority and capacity to convey the Property and enter into this
288 Agreement and that all prior agreements regarding the sale of the Property have been terminated. The Property
289 is to be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin
290 or sexual orientation. This is a legal and binding contract and is intended to bind the heirs, legal representatives,
291 successors and assigns of SELLER. This Agreement shall be construed and enforced according to the laws of
292 the State of Florida. Venue for any litigation shall be in the county where the listing office is located.

293 **Neither BROKER nor BROKER’s licensees are experts in tax and legal matters. BROKER advises SELLER**
294 **to seek professional tax, legal and financial advice regarding this transaction.**

295 **13. SINGLE AGENT NOTICE**

296 **FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE**
297 **TO BUYERS AND SELLERS THEIR DUTIES.**

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

- 300 1. Dealing honestly and fairly;
- 301 2. Loyalty;
- 302 3. Confidentiality;
- 303 4. Obedience;
- 304 5. Full disclosure;
- 305 6. Accounting for all funds;
- 306 7. Skill, care and diligence in the transaction;
- 307 8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the
- 308 licensee otherwise in writing; and
- 309 9. Disclosing all known facts that materially affect the value of residential real property and are not
- 310 readily observable

311 Date: _____ Signature: _____

312 Date: _____ Signature: _____

313 **14. CONSENT TO TRANSITION TO TRANSACTION BROKER**

314 **FLORIDA LAW ALLOWS REAL ESTATE LICENSEES WHO REPRESENT A BUYER OR SELLER AS A**
315 **SINGLE AGENT TO CHANGE FROM A SINGLE AGENT RELATIONSHIP TO A TRANSACTION**
316 **BROKERAGE RELATIONSHIP IN ORDER FOR THE LICENSEE TO ASSIST BOTH PARTIES IN A REAL**
317 **ESTATE TRANSACTION BY PROVIDING A LIMITED FORM OF REPRESENTATION TO BOTH THE BUYER**
318 **AND THE SELLER. THIS CHANGE IN RELATIONSHIP CANNOT OCCUR WITHOUT YOUR PRIOR WRITTEN**
319 **CONSENT.**

320 As a transaction broker, _____ (insert name of Real Estate Firm
321 and its associates), provides to you a limited form of representation that includes the following duties:

- 322 1. Dealing honestly and fairly;
- 323 2. Accounting for all funds;
- 324 3. Using skill, care and diligence in the transaction;
- 325 4. Disclosing all known facts that materially affect the value of residential real property and are not
326 readily observable to the buyer;
- 327 5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed
328 the licensee otherwise in writing;
- 329 6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent
330 disclosure that the seller will accept a price less than the asking or listed price, that the buyer will
331 pay a price greater than the price submitted in a written offer, of the motivation of any party for
332 selling or buying property, that a seller or buyer will agree to financing terms other than those
333 offered, or of any other information requested by a party to remain confidential; and
- 334 7. Any additional duties that are entered into by this or by separate written agreement.

335 Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally,
336 parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation
337 allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee
338 will not work to represent one party to the detriment of the other party when acting as a transaction broker to both
339 parties.

340 I agree that my agent may assume the role and duties of a transaction broker. (Must be initialed or signed.)

341 Date: _____ Signature: _____

342 Date: _____ Signature: _____

343 **14. BROKERAGE RELATIONSHIP:** Under this Agreement, BROKER will act as a transaction broker. BROKER
344 will deal honestly and fairly with SELLER, will account for all funds, will use skill, care and diligence in the
345 transaction, will disclose all known facts that materially affect the value of the Property, if residential, which are not
346 readily observable to the buyer, will present all offers and counteroffers in a timely manner unless SELLER directs
347 BROKER to do otherwise in writing, and BROKER will have limited confidentiality with SELLER unless waived in
348 writing.

349 **15. ADDITIONAL TERMS AND CONDITIONS:** _____
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351 _____
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373 **16. SELLER AUTHORIZATION:** SELLER hereby authorizes BROKER and closing attorney/settlement agent to
374 communicate with SELLER's lenders, foreclosure attorneys, bankruptcy trustee and other encumbrance holders,
375 to obtain payoff letters from them, and to obtain Homeowners' and condominium association estoppels letters and
376 any other information on behalf of SELLER. This authorization applies to BROKER and all of BROKER's
377 licensees.

378 **PROPERTY DESCRIPTION:**
379 (A) Street address, city, zip code: _____
380 (B) Property is located in _____ County, Florida
381 (C) Mortgage loan # (s): _____

382 **17. SOCIAL SECURITY NUMBER:** _____ Last 4 digits of SELLER's Social Security number.
383 SELLER agrees to provide SELLER's complete Social Security or Tax I.D. number to closing attorney/settlement
384 agent upon request.

385 **18. RECEIPT:** SELLER hereby acknowledges receipt of a copy of this Agreement and all attachments thereto.

386 _____
387 SELLER's Signature _____ Date _____ SELLER's Signature _____ Date _____

388 _____
389 SELLER's Mailing Address _____

390 _____
391 SELLER's Home Phone # _____ SELLER's Work Phone # _____ SELLER's Cell Phone # _____

392 _____
393 SELLER's Email Address _____

394 _____
395 BROKER Firm Name _____ Listing Office Phone # _____

396 _____
397 Listing Office Address _____

398 _____
399 Signature of Listing Licensee _____ Date _____

400 _____
401 Printed Name of Listing Licensee _____ Listing Licensee Phone # _____

402 _____
403 Listing Licensee Email Address _____