



Exclusive Brokerage Listing Agreement

1 This Exclusive Brokerage Listing Agreement ("Agreement") is between

2* _____ ("Seller")

3* and _____ ("Broker").

4 **1. Authority to Sell Property:** Seller gives Broker the right to be the EXCLUSIVE BROKER in the sale of the real
5 and personal property (collectively "Property") described below, at the price and terms described below, beginning
6* 3/10/17 and terminating at 11:59 p.m. on 9/10/17 ("Termination Date"). Seller
7 reserves the right to sell the Property directly to a buyer without the assistance of any real estate licensee and, if
8 successful, does not owe Broker a commission. Upon full execution of a contract for sale and purchase of the
9 Property, all rights and obligations of this Agreement will automatically extend through the date of the actual
10 closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This
11 Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national
12 origin, or any other factor protected by federal, state, or local law. Seller certifies and represents that she/he/it is
13 legally entitled to convey the Property and all improvements.

14 **2. Description of Property:**

15* (a) Street Address: _____
16 _____

17* Legal Description: _____
18* _____ See Attachment

19* (b) Personal Property, including appliances: washer, dryer, fridge, range, dishwasher,
20* microwave See Attachment

21 (c) Occupancy:
22* Property is is not currently occupied by a tenant. If occupied, the lease term expires _____

23 **3. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to Seller:

24* (a) Price: \$ 200,000

25* (b) Financing Terms: Cash Conventional VA FHA Other (specify) _____

26* Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ _____
27* with the following terms:

28* Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ _____ plus
29* an assumption fee of \$ _____. The mortgage is for a term of _____ years beginning in
30* _____, at an interest rate of _____% fixed variable (describe) _____

31* Lender approval of assumption is required is not required unknown. **Notice to Seller:** You may
32 remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your
33 lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required
34 escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.

35* (c) Seller Expenses: Seller will pay mortgage discount or other closing costs not to exceed _____% of the
36 purchase price and any other expenses Seller agrees to pay in connection with a transaction.

37 **4. Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property until a sales
38 contract is pending on the Property.

39 **5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller
40 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is
41 obligated to timely deliver this listing to the MLS. This listing will be promptly published in the MLS unless Seller
42 directs Broker otherwise in writing. Seller authorizes Broker to report to the MLS this listing information and price,
43 terms, and financing information on any resulting sale for use by authorized Board / Association members and
44 MLS participants and subscribers unless Seller directs Broker otherwise in writing.

45 **6. Broker Authority:** Seller authorizes Broker to:

46 (a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless
47 limited in (6)(a)(i) or (6)(a)(ii) below.
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Seller _____ (_____) and Broker/Sales Associate _____ (_____) acknowledge receipt of a copy of this page, which is Page 1 of 4.
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(Seller opt-out) (Check one if applicable)

- (i) Display the Property on the Internet except the street address.
 - (ii) **Seller** does not authorize **Broker** to display the Property on the Internet.
- Seller** understands and acknowledges that if **Seller** selects option (ii), consumers who search for listings on the Internet will not see information about the Property in response to their search.

/ _____
Initials of Seller

- (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once **Seller** signs a sales contract) and use **Seller's** name in connection with marketing or advertising the Property.
- (c) Obtain information relating to the present mortgage(s) on the Property.
- (d) Provide objective comparative market analysis information to potential buyers.
- (e) **(Check if applicable)** Use a lock box system to show and access the Property. A lock box does not ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box is for **Seller's** benefit and releases **Broker**, persons working through **Broker**, and **Broker's** local Realtor Board / Association from all liability and responsibility in connection with any damage or loss that occurs.
 - Withhold verbal offers. Withhold all offers once **Seller** accepts a sales contract for the Property.
- (f) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments and reviews about this Property.
 - Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.
 - Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

7. Seller Obligations: In consideration of **Broker's** obligations, **Seller** agrees to:

- (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker** all inquiries from real estate licensees regarding the Property's transfer, whether by purchase or any other means of transfer.
- (b) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during reasonable times.
- (c) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property and immediately upon entering into a sales contract with a buyer procured by **Seller**.
- (d) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; or (3) the existence of undisclosed material facts about the Property. This clause will survive **Broker's** performance and the transfer of title.
- (e) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).
- (f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following:

None
Seller will immediately inform **Broker** of any material facts that arise after signing this Agreement.
- (g) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements, and other specialized advice.

8. Compensation: **Seller** will compensate **Broker** as specified below for procuring a buyer who is ready, willing, and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to **Seller**. **Seller** will pay **Broker** as follows (plus applicable sales tax):

- (a) 5 % of the total purchase price plus \$ _____ OR \$ _____, no later than the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's** fee being earned.
- (b) _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised, **Seller** will pay **Broker** the Paragraph 8(a) fee, less the amount **Broker** received under this subparagraph.
- (c) _____ (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive right to lease the Property.

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107 (d) **Broker's fee** is due in the following circumstances: (1) If any interest in the Property is transferred, whether by
 108 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, with the assistance of
 109 any real estate licensee. (2) If **Seller** refuses or fails to sign an offer at the price and terms stated in this
 110 Agreement, defaults on an executed sales contract, or agrees with a buyer to cancel an executed sales
 111* contract. (3) If, within 60 days after Termination Date ("Protection Period"), **Seller** transfers or contracts to
 112 transfer the Property or any interest in the Property to any prospects with whom **Broker** or any other real
 113 estate licensee communicated regarding the Property before Termination Date. However, no fee will be due
 114 **Broker** if the Property is relisted after Termination Date and sold through another broker.
 115* (e) **Retained Deposits:** As consideration for **Broker's** services, **Broker** is entitled to receive _____% of all
 116 deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the
 117 Paragraph 8(a) fee.

118 **9. Cooperation with and Compensation to Other Brokers: Notice to Seller:** The buyer's broker, even if
 119 compensated by **Seller** or **Broker**, may represent the interests of the buyer. **Broker's** office policy is to cooperate
 120 with all other brokers except when not in **Seller's** best interest and to offer compensation in the amount of
 121* 2.5 % of the purchase price or \$ _____ to a single agent for the buyer; 2.5 % of the
 122* purchase price or \$ _____ to a transaction broker for the buyer; and 1 % of the purchase
 123* price or \$ _____ to a broker who has no brokerage relationship with the buyer.
 124 None of the above. (If this is checked, the Property cannot be placed in the MLS.)

125* **10. Brokerage Relationship: (check whichever applies)** **Broker** will act as a transaction broker, act as a
 126* single agent of **Seller**, act as a single agent of **Seller** with consent to transition to transaction broker, or
 127* have no brokerage relationship with **Seller**.

128 **11. Conditional Termination:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If
 129 **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct
 130* expenses incurred in marketing the Property, and pay a cancellation fee of \$ 0.00 plus
 131 applicable sales tax. **Broker** may void the conditional termination, and **Seller** will pay the fee stated in Paragraph
 132 8(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property
 133 during the time period from the date of conditional termination to Termination Date and Protection Period, if
 134 applicable.

135 **12. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other
 136 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be
 137 settled by first attempting mediation under the rules of the American Mediation Association or other mediator
 138 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover
 139 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:
 140* **Arbitration:** By initialing in the space provided, **Seller** (Zt), Sales Associate (CT), and **Broker** (pw)
 141 agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which
 142 the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator
 143 agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this
 144 Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will
 145 equally split the arbitrator's fees and administrative fees of arbitration.

146 **13. Miscellaneous:** This Agreement is binding on **Seller's** and **Broker's** heirs, personal representatives,
 147 administrators, successors, and assigns. **Broker** may assign this Agreement to another listing office. This
 148 Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations
 149 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and
 150 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.
 151 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories
 152 of potential or actual transferees.

153* **14. Additional Terms:**
 154 If listing agent brings buyer, total commission is reduced to
 155 4.5% from 5%
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160* Seller's Signature: _____ Date: March 6, 2017

161* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

162* Address: _____

163* Email Address: _____

164* Seller's Signature: _____ Date: _____

165* Home Telephone: _____ Work Telephone: _____ Facsimile: _____

166* Address: _____

167* Email Address: _____

168* Authorized Sales Associate or Broker: _____ Date: 3/6/17

169* Brokerage Firm Name: DALTON WADE INC. Telephone: 727-888-4175

170* Address: 600 1st Avenue North suite 303A St. Petersburg FL 33701

171* Copy returned to Seller on 3/7/17 by email facsimile mail personal delivery.

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