

Exclusive Right of Sale Listing Agreement

FLORIDA ASSOCIATION OF REALTORS®

1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between

Mr. Seller

Mrs. Seller

("Seller") and

*****("Broker").

1. **AUTHORITY TO SELL PROPERTY:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property (collectively "Property") described below, at the price and terms described below, beginning the ***** day of ***** , and terminating at 11:59 p.m. the ***** day of ***** ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law. Seller certifies and represents that he/she/it is legally entitled to convey the Property and all improvements.

2. **DESCRIPTION OF PROPERTY:**

(a) Real Property Street Address:

Legal Description:

See Attachment *****

(b) Personal Property, including appliances:

See Attachment *****

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

3. **PRICE AND TERMS:** The property is offered for sale on the following terms, or on other terms acceptable to Seller:

(a) Price: *****

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

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

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

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

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

4. **BROKER OBLIGATIONS AND AUTHORITY:** Broker agrees to make diligent and continued efforts to sell the Property until a sales contract is pending on the Property. Seller authorizes Broker to:

(a) Advertise the Property as Broker deems advisable in newspapers, publications, computer networks, and other media; place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once



47 **Seller** signs a sales contract); and use **Seller's** name in connection with marketing or advertising the Property;
48 (b) Obtain information relating to the present mortgage(s) on the Property.
49 (c) Place the property in a multiple listing service(s) ("MLS"). **Seller** authorizes **Broker** to report to the MLS this
50 listing information and price, terms and financing information on any resulting sale for use by authorized Board/
51 Association members, MLS participants and subscribers; and
52 (d) (Check if applicable) Use a lock box system to show and access the Property. A lock box does not ensure the
53 Property's security; **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box is for **Seller's**
54 benefit and releases **Broker**, persons working through **Broker** and **Broker's** local Realtor Board / Association
55 from all liability and responsibility in connection with any loss that occurs. Withhold verbal offers. Withhold all
56 offers once **Seller** accepts a sales contract for the Property.

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58 **5. SELLER OBLIGATIONS:** In consideration of **Broker's** obligations, **Seller** agrees to:
59 (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker**
60 all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
61 (b) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during
62 reasonable times.
63 (c) Inform **Broker** prior to leasing, mortgaging or otherwise encumbering the Property.
64 (d) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs and expenses of any nature,
65 including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence,
66 representations, misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence of
67 undisclosed material facts about the Property, or (4) a court or arbitration decision that a broker who was not
68 compensated in connection with a transaction is entitled to compensation from **Broker**. This clause will survive
69 **Broker's** performance and the transfer of title.
70 (e) To perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).
71 (f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not
72 readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material
73 facts (local government building code violations, unobservable defects, etc.) other than the following:
74 *****

75 **Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.
76 (g) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting
77 requirements and other specialized advice.

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

82 (a) ***** % of the total purchase price OR \$ ***** , no later than the date of closing specified in
83 the sales contract. However, closing is not a prerequisite for **Broker's** fee being earned.
84 (b) ***** (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is
85 exercised, **Seller** will pay **Broker** the paragraph 6(a) fee, less the amount **Broker** received under this subparagraph
86 (c) ***** (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or
87 agreement to lease, whichever is soonest. This fee is not due if the Property is or becomes the subject of a contract
88 granting an exclusive right to lease the Property.
89 (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale,
90 lease, exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is
91 secured by **Broker**, **Seller** or any other person. (2) If **Seller** refuses or fails to sign an offer at the price and terms
92 stated in this Agreement, defaults on an executed sales contract or agrees with a buyer to cancel an executed sales
93 contract. (3) If, within ***** days after Termination Date ("Protection Period"), **Seller** transfers or contracts
94 to transfer the Property or any interest in the Property to any prospects with whom **Seller**, **Broker** or any real
95 estate licensee communicated regarding the Property prior to Termination Date. However, no fee will be due **Broker**
96 if the Property is relisted after Termination Date and sold through another broker.
97 (e) Retained Deposits: As consideration for **Broker's** services, **Broker** is entitled to receive ***** % of all
98 deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the
99 paragraph 6(a) fee.

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101 **7. COOPERATION AND COMPENSATION WITH OTHER BROKERS:** **Broker's** office policy is to cooperate with
102 all other brokers except when not in **Seller's** best interest: and to offer compensation in the amount of ***** %
103 of the purchase price or \$ ***** to **Buyer's** agents, who represent the interest of the buyers, and not the
104 interest of **Seller** in a transaction; and to offer compensation in the amount of ***** % of the purchase price or
105 \$ ***** to a broker who has no brokerage relationship with the **Buyer** or **Seller**; and to offer
106 compensation in the amount of ***** % of the purchase price or \$ ***** to Transaction brokers for
107 the **Buyer**; None of the above (if this is checked, the Property cannot be placed in the MLS.)
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109 **8. BROKERAGE RELATIONSHIP:** Under this agreement, **Broker** will deal honestly and fairly with **Seller**, will disclose
110 known facts that materially affect the value of the residential real property which are not readily observable to the buyer,
111 and will account for all funds entrusted to **Broker. Seller** acknowledges that this agreement does not create an agency
112 or transaction brokerage relationship with **Broker**.

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114 **9. CONDITIONAL TERMINATION:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If
115 **Broker** agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct
116 expenses incurred in marketing the Property and pay a cancellation fee of \$ ***** plus applicable sales
117 tax. **Broker** may void the conditional termination and **Seller** will pay the fee stated in paragraph 6(a) less the
118 cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property during the time
119 period from the date of conditional termination to Termination Date and Protection Period, if applicable.

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121 **10. DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All controversies, claims and other
122 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled
123 by first attempting mediation under the rules of the American Arbitration Association or other mediator agreed upon by
124 the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's
125 fees and costs, unless the parties agree that disputes will be settled by arbitration as follows: **Arbitration:** By initialing
126 in the space provided, **Seller** (____) (____), Listing Associate (____) and Listing Broker (____) agree that disputes not
127 resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in
128 accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each
129 party to any arbitration or litigation (including appeals and interpleaders) will pay its own fees, costs and expenses,
130 including attorney's fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

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132 **11. MISCELLANEOUS:** This Agreement is binding on **Broker's** and **Seller's** heirs, personal representatives,
133 administrators, successors and assigns. **Broker** may assign this Agreement to another listing office. Signatures, initials
134 and modifications communicated by facsimile will be considered as originals. The term "buyer" as used in this Agreement
135 includes buyers, tenants, exchangors, optionees and other categories of potential or actual transferees.
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DATE _____ SELLER _____
Mr. Seller

DATE _____ SELLER _____
Mrs. Seller

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140
141 **Authorized Listing Associate or Broker:**

People's Choice Realty Services LLC
3959 Van Dyke RD
STE 247
Lutz FL 33558-8025
Phone: 813-310-8200, Fax: 813-909-2915

By: _____
Signature Tom Scaglione Date

142
143 Copy returned to **Customer** on the **** day of ***** by: personal delivery mail E-mail facsimile.