



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

(REVISED APRIL 2008)



1 1. DATE OF AGREEMENT: \_\_\_\_\_

2 2. PARTIES \_\_\_\_\_ as BROKER, and
3 \_\_\_\_\_ as SELLER agree that BROKER
4 shall be engaged to market 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 (Include ZIP Code): \_\_\_\_\_

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

10 5. TERM OF AGREEMENT: SELLER hereby gives BROKER for a period of \_\_\_\_\_ months, expiring \_\_\_\_\_
11 the exclusive right and authority 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 pay
14 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 as follows: \_\_\_\_\_
18 \_\_\_\_\_
19 \_\_\_\_\_

20 The following fixed equipment is specifically excluded: \_\_\_\_\_
21 \_\_\_\_\_

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

30 8. SELLER'S RESPONSIBILITIES: SELLER agrees to furnish BROKER keys to the property. SELLER will make the Property available for
31 BROKER to show to prospective Buyers during reasonable hours. SELLER agrees to immediately refer all inquiries on the Property to
32 BROKER and to inform BROKER prior to leasing, mortgaging or otherwise encumbering the Property. SELLER will consult appropriate
33 professionals for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

34 9. BROKER'S RESPONSIBILITIES: In consideration of this Exclusive Right of Sale, BROKER agrees to (a) Process the Property through
35 the Multiple Listing Service within \_\_\_\_\_ days of execution of this agreement; (b) Market the Property as BROKER deems
36 advisable; (c) Furnish sales information requested by any Broker.

37 10. SELLER'S COSTS: SELLER authorizes BROKER to arrange for and obtain all items necessary to consummate a closing on the Property,
38 as agreed upon by SELLER and Buyer and directed by Contract for Sale and Purchase between those parties. SELLER agrees to be
39 responsible for payment of these items in a timely fashion regardless of the outcome of the transaction.

40 11. PRORATIONS: All taxes from the current year, rents, interest and other income and expenses of Property, and homeowner's
41 association dues, if applicable, shall be prorated as of date of closing.

Initials: \_\_\_\_\_

42 **12. BROKERAGE FEE:**

43 (A) For finding a Buyer ready, willing and able to purchase the referenced Property, SELLER agrees to pay BROKER, no later than  
44 closing date a brokerage fee of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the price or at any price and terms acceptable to SELLER,  
45 along with \$ \_\_\_\_\_ transaction fee. Closing is not a prerequisite for brokerage fee being earned. Brokerage fee  
46 is due if any interest in the Property is transferred whether by sale, exchange, governmental action, or any other means of  
47 transfer, including if SELLER defaults on an executed sales contract or agrees with a Buyer to cancel an executed sales contract  
48 where Buyer is not relieved of obligations to purchase under the terms of any contract agreements, whether the Buyer be  
49 secured by BROKER or SELLER, or by any other person; or, if the Property is sold within \_\_\_\_\_ months after expiration of  
50 this agreement to any person to whom the said Property has been submitted by BROKER or SELLER'S representatives or by a  
51 cooperating Broker. No brokerage fee shall be due BROKER if, after this listing has expired, the Property is relisted with another  
52 Broker and sold through that Broker's listing agreement.

53 (B) In exchange of this Property, permission is given BROKER to receive brokerage fees from both parties.

54 (C) BROKER will provide the following representation to SELLER:

55  TRANSACTION BROKERAGE       SINGLE AGENCY       NON-REPRESENTATION

56 (D)  BROKER may transition to Transaction Broker when required by SELLER signing required "Consent to Transition to  
57 Transaction Broker" Agreement

58 (E) COOPERATION WITH OTHER BROKERS: SELLER acknowledges that BROKER will offer compensation as follows:

59  \$ \_\_\_\_\_ or \_\_\_\_\_ % Brokerage Fee will be offered to participating cooperating  
60 Transaction Brokers of the TBR MLS.

61  \$ \_\_\_\_\_ or \_\_\_\_\_ % Brokerage Fee will be offered to participating cooperating  
62 Buyer's Brokers of the TBR MLS.

63  \$ \_\_\_\_\_ or \_\_\_\_\_ % Brokerage Fee will be offered to participating cooperating  
64 Non-Representation Brokers of the TBR MLS.

65 **13. DEPOSITS:** If a deposit is forfeited by a Buyer, the SELLER will be entitled to \_\_\_\_\_ % of the deposit.

66 **14. NO VERBAL AGREEMENTS:** SELLER and BROKER acknowledge that this Agreement does not guarantee a sale and that there  
67 are no other agreements, promises or understandings either expressed or implied between them other than specifically set forth  
68 herein and that there can be no alterations or changes to this Agreement except in writing and signed by both BROKER and SELLER.  
69 SELLER warrants there are no prior agreements on this Property, listing, sale or otherwise, that have not been terminated.

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

72 **16. AUTHORIZATIONS:** SELLER  does  does not authorize utilization of a lockbox system. SELLER authorizes the BROKER to  
73 place appropriate signage on the Property, including, but not limited to For Sale sign(s), Sale Pending rider(s), Sold rider(s) and to  
74 allow BROKER to use SELLER'S name when marketing the property. SELLER authorizes BROKER to advertise the Property as BROKER  
75 deems beneficial in newspapers, publications, computer networks including internet sites and other media to include photos and  
76 virtual tours. SELLER has been informed that through the use of these marketing tools the Property will be marketed more widely and  
77 if utilized, a lockbox system will help the Property be more readily shown to prospective Buyers but personal property of the SELLER  
78 may be more susceptible to theft or damage. SELLER agrees that if utilized, the lockbox system will be for the benefit of the SELLER.  
79 SELLER is advised to secure their valuables. SELLER releases BROKER and those working by or through BROKER, and the Tallahassee  
80 Board of REALTORS, Inc. from all liability in connection with any loss that may occur. SELLER authorizes Broker to report to the MLS  
81 system the listing information, price, terms and financing information on any resulting sale for use by authorized Tallahassee Board  
82 of REALTORS members, MLS participants and subscribers.

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

87 **18. COPY OF AGREEMENT:** Signature of Sales Associate shall serve as acceptance for BROKER. BROKER will provide executed copy of  
88 this agreement to SELLER. Signatures, initials, and modifications communicated by facsimile (Fax) will be considered binding.

89 \_\_\_\_\_  
SALES ASSOCIATE

\_\_\_\_\_  
SELLER

90 \_\_\_\_\_  
DESIGNATED BROKER

\_\_\_\_\_  
SELLER

91 \_\_\_\_\_  
SELLER'S MAILING ADDRESS (INCLUDE ZIP CODE)

92 \_\_\_\_\_  
SELLER'S E-MAIL ADDRESS(ES)

\_\_\_\_\_  
SELLER'S PHONE