



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



1 **THIS EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT** ("Agreement") is made by and between
2 _____ ("BROKER") and
3 _____
4 _____ ("SELLER")

5 (names as reflected on deed and, if individuals, names as reflected on government-issued photo ID and **marital**
6 **status**), who agree to the following terms and conditions and as completed or marked.

7 **SELLER represents that SELLER has legal authority and capacity to convey the Property and that no**
8 **other person or entity has an ownership interest in the Property. If the Property is held in a trust or in a**
9 **limited liability company ("LLC"), SELLER agrees to provide the closing attorney/settlement agent with a**
10 **copy of the trust or operating agreement for an LLC upon request.**

11 **1. GRANT OF EXCLUSIVE RIGHT TO SELL PROPERTY:** SELLER grants BROKER the EXCLUSIVE RIGHT
12 TO SELL the real property described below (the "Property") at the price and upon the terms described below, or
13 at any other price and terms as may be acceptable to SELLER, for an exclusive listing term beginning
14 _____ and terminating at 11:59 p.m. on _____. If
15 the date of execution of this Agreement is other than the beginning of the listing term, all terms and conditions of
16 this Agreement will be effective as of the date of the execution of this Agreement other than Broker's obligations
17 under paragraph 5 of this Agreement. Upon acceptance of an agreement for purchase and sale of the Property,
18 all rights and obligations under this Agreement will automatically extend through the closing (consummation) of
19 the sale of the Property under that agreement. SELLER acknowledges that this Agreement does not guarantee a
20 sale.

21 The Property is or is not SELLER's principal residence. _____ / _____ **initials** of SELLER

22 **Under Florida law, the sale of a principal residence requires SELLER's spouse to sign the deed even if**
23 **SELLER's spouse's name is not on the SELLER's present deed. If applicable, the SELLER's spouse will**
24 **sign this Agreement to confirm his or her willingness to sign the deed required for closing.**

25 **2. PROPERTY DESCRIPTION:**

26 (A) Street address, city, zip code: _____

27 (B) The Property is located in _____ County, Florida.

28 (C) Property Tax ID No.: _____

29 (D) Legal description of the Property (if lengthy, see attached legal description): _____

30 _____

31 (E) If a mobile home is included, the VINs are: _____

32 (F) **PERSONAL PROPERTY:** The following items, if owned by SELLER and existing on the Property on the
33 date of a buyer's offer, are included in the Purchase Price: range/oven, cooktop, dishwasher, disposal, ceiling
34 fans, trash compactor, audio/visual system wiring, smart outlets, thermostats, keyless entry devices, solar
35 panels, light fixtures and bulbs, smoke detector(s), bathroom mirrors, drapery hardware, all window treatments,
36 garage door opener and controls, security gate and other access devices, mailbox and mailbox key if applicable,
37 fence, plants and shrubbery all as now installed on the Property, and those additional items checked below (to
38 which no value has been assigned).
39

- 40 Refrigerator(s) Microwave Oven Pool fence/barrier Mounted/installed speakers
 41 Washer Window/wall a/c Pool Sweep Water softener/treatment system
 42 Dryer Built-in Generator Above-Ground Pool Storm shutters and panels
 43 Gas logs Wine cooler Storage Shed Spa or hot tub with heater

44 Security Cameras Other smart home devices (must specify): _____

45 Other (specify): _____

46 _____

47 _____

48 Items specifically excluded from this Agreement: _____

49 _____

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

51 **(A) LISTING PRICE: \$** _____

52 If SELLER changes the listing price review paragraph 4 again. _____/_____ initials of SELLER

53 **(B) METHOD OF PAYMENT:** Cash Conventional loan VA loan FHA loan USDA loan

54 SELLER financing (attach Seller Financing Addendum)

55 Mortgage assumption (attach Mortgage Assumption Addendum)

56 **If SELLER financing or mortgage assumption, check with an attorney and/or lender to determine the**
 57 **extent of your potential liability.**

58 **(C) SELLER EXPENSES:** SELLER agrees to pay:

59 (1) Closing Costs: deed stamps, owner's title insurance policy, title search, closing attorney/settlement
 60 fee, Broker transaction fee(s), survey map, satisfaction of mortgages and recording fees, municipal lien
 61 search and public body special assessments if required by a buyer, SELLER's courier/wire fees, repairs,
 62 replacements and treatments that may be agreed upon by SELLER and a buyer after the appraisal and
 63 property inspections, one-year home warranty (mark if applicable), other (specify, such as amount
 64 of SELLER contributions toward a buyer's closing costs and prepaids, etc.)

65 _____

66 _____

67 _____

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

70 (3) Condominium and homeowners' association estoppel/statement fees, payable upon request by the
 71 closing attorney/settlement agent.

72 (4) All mortgage payments, condominium and homeowners' association fees and assessments, costs to
 73 cure all association violations, reasonable cost to cure governmental regulation/permitting matters, taxes
 74 and Community Development District (CDD) fees, and public body (government) special assessments
 75 due and payable, shall be paid current at SELLER's expense at the time of closing.

76 (5) Property Assessed Clean Energy Financing (PACE) liens on the Property will be paid in full at or prior
 77 to closing by the SELLER.

78 **(D) PRORATIONS:** All taxes, rents, condominium and homeowners' association fees, solid waste
 79 collection/recycling/disposal fees, stormwater fees, and CDD fees will be prorated through the day before closing
 80 based on the most recent information available to the closing attorney/settlement agent, using the gross tax
 81 amount for estimated tax prorations.

82 (E) POSSESSION

83 Buyer will be given possession at closing; **or**

84 Buyer will be given possession within ____ days after the date of closing at no rental cost to SELLER except
85 as otherwise agreed between SELLER and a buyer.

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

89 SELLER represents that there are no parties in possession other than SELLER, or that any parties in
90 possession other than SELLER shall vacate the Property before the date of closing; **or**

91 The Property is available for rent or rented and the tenant may continue in possession pursuant to the terms
92 of the current lease following the date of closing unless otherwise agreed in writing between the landlord and
93 tenant. Within 5 days after date of acceptance of a purchase and sale agreement, SELLER shall provide that
94 buyer with a copy of all current leases and rent rolls for the Property and deliver to that buyer originals of same at
95 closing. At closing, all tenant deposits will be transferred from SELLER to that buyer, and any leases shall be
96 deemed to have been assigned by SELLER to that buyer, and the obligations thereunder assumed by that
97 buyer.

98 If the Property is rented, the lease term expires on _____ with no tenant option to renew
99 or extend; **or** with a tenant option to renew or extend; the rent due date is the _____ day of the month;
100 the rental amount is \$ _____ per month; and the security deposit is \$ _____ .

101 **SELLER shall sweep the Property clean and remove all personal property not included in the sale by time**
102 **of that buyer's possession or closing, as applicable.**

103 **TENANT OCCUPIED PROPERTY.** If Property is currently tenant occupied, then Seller should obtain written
104 consent from tenant for the following and provide such consent to Broker:

105 To photograph and/or videograph the inside of the Property. If Seller is unable to obtain such authorization
106 from tenant, Broker may not photograph and/or videograph the inside of the Property, and may only photograph
107 and/or videograph the Property from the street; and

108 To hold an open house to allow prospective buyers to view the Property. If Seller is unable to obtain such
109 authorization, Broker shall not hold an open house of the Property. NOTE: Tenant's consent to allow Broker to
110 hold an open house does not obligate Broker to do so.

111 **4. FINANCIAL REPRESENTATION (Mark only one box):**

112 SELLER represents to Broker that the listing price **will produce sufficient funds** or that SELLER has readily
113 available funds to satisfy all mortgages and liens encumbering the Property and pay all closing costs described in
114 paragraph 3 hereof; **or**

115 SELLER does not have the **readily available funds** to satisfy all mortgages and liens encumbering the
116 Property and pay all closing costs described in paragraph 3 hereof. A SHORT SALE/PRE-FORECLOSURE
117 Addendum must be completed and attached to this Agreement;

118 If SELLER has acquired the Property through foreclosure, SELLER authorizes **or** does not authorize
119 Broker to disclose, advertise, and market the Property **publicly** as a **FORECLOSED** property as permitted in the
120 NEFMLS system, in other public marketing media, and as part of any signage advertising the Property. SELLER
121 acknowledges that this disclosure, advertising and marketing may be provided to the general public and displayed
122 on any electronic display.

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

126 **5. BROKER OBLIGATIONS AND AUTHORITY AND SELLER'S REPRESENTATIONS:**

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

130 (B) SELLER authorizes BROKER to Withhold verbal offers and/or Withhold all offers after SELLER
131 accepts a purchase and sale agreement, unless it is a short sale. _____/_____ **initials** of SELLER

132 (C) SELLER authorizes and BROKER agrees to: (1) if Broker desires, cause the Property to be photographed
133 (and videoed, including by drone/aerial, in compliance with all laws/regulations), and place the Property, the
134 photographs and videos if any, in NEFMLS; (2) report to NEFMLS the terms and financing information on any
135 resulting sale for use and distribution by NEFMLS and NEFAR; (3) provide timely notice of status changes of the
136 listing to NEFMLS and provide sales information, including selling price, to NEFMLS upon sale of the Property; (4)
137 if BROKER desires, place appropriate signs on the Property if permissible; (5) advertise the Property as BROKER
138 deems advisable except if limited in paragraph 4 or 5 hereof; (6) if BROKER desires, order and obtain all items
139 necessary to close on the sale of the Property including, but not limited to, title insurance, survey map, municipal
140 lien search and home warranty; (7) at BROKER's option, use SELLER's name in connection with marketing and
141 advertising of the Property, before and after the sale; and (8) obtain any information relating to the present
142 encumbrances on the Property and association information.

143 (D) SELLER represents and warrants that SELLER is fully authorized to license the listing content as
144 contemplated by and in compliance with this Agreement. SELLER hereby grants to NEFMLS, NEFAR and
145 BROKER the irrevocable and unlimited right to license, use, publish, reproduce, compile, use in any NEFMLS
146 compilations and any statistical reports and comparable sales reports, distribute, display, store, disseminate, and
147 license to others all text, written descriptions, graphics, photos, drawings, videos, virtual tours, documents and
148 any other types of data entered into the NEFMLS system. SELLER hereby releases to NEFMLS, NEFAR and
149 BROKER all of the SELLER'S interests in all intellectual property rights therein, and SELLER agrees to indemnify
150 and hold them harmless from all losses, damages, costs, and expenses, including reasonable attorney's fees,
151 which may be incurred because of third party claims concerning intellectual property rights. This indemnity and
152 hold harmless will survive performance of this Agreement by BROKER, termination of this Agreement and the
153 closing of the sale of the Property. **SELLER understands and agrees that public websites determine their**
154 **own content and use of data, and therefore NEFMLS, NEFAR and BROKER have no control over any**
155 **electronic display and no obligation to remove any of the above content from any electronic display at**
156 **any time.**

157 (E) ELECTRONIC DISPLAY (mark one of the following):

158 1. SELLER authorizes BROKER to display all listing content relating to the Property on any electronic display
159 without restriction except that information deemed confidential by NEFMLS; **or**

160 2. SELLER authorizes BROKER to display all listing content relating to the Property on any electronic display
161 without restriction except that information deemed confidential by NEFMLS and the street address of the
162 property; **or**

163
164 3. SELLER does **not** authorize BROKER to display listing content relating to the Property on an electronic
165 display except internally within the NEFMLS system. SELLER understands and acknowledges that if SELLER
166 has selected this option consumers who conduct searches for listings on an electronic display will **not** see
167 information about the Property in response to their search. If SELLER withholds consent for listing content display
168 on all electronic displays **except** BROKER's, BROKER may take the listing but it is not eligible for inclusion in
169 NEFMLS. _____/_____ **initials** of SELLER

170 If either box 1 or box 2 above is marked, SELLER must complete both of the following two selections:
171 SELLER does **or** does not allow an electronic display to perform and display an Automated Valuation
172 Model (AVM) estimate of the market value of the Property or to link to any display to obtain such estimate.

173 SELLER does **or** does not allow third parties to write comments, reviews or blogs concerning the Property
174 or to link to an electronic display to obtain such comments, reviews or blogs on an electronic display.

175 **6. SELLER OBLIGATIONS:** SELLER agrees to: (A) cooperate with BROKER in carrying out the purposes of this
176 Agreement, and to refer immediately to BROKER all inquiries regarding the sale of the Property; (B) provide
177 BROKER with keys to the Property and make the Property available to BROKER to show during reasonable
178 times; (C) make the Property available to a buyer, buyer's representatives, buyer's broker, buyer's licensed
179 inspectors/contractors, and appraisers for inspections and investigations during the time provided in a purchase
180 and sale agreement, and to keep utilities active until closing; (D) inform BROKER prior to leasing, mortgaging or
181 otherwise encumbering the Property, **including advances on any home equity line of credit, or filing**
182 **bankruptcy**; (E) indemnify and hold BROKER, NEFMLS and NEFAR harmless from all losses, damages, costs
183 and expenses of any nature, including reasonable attorney's fees, and from liability to any person which BROKER
184 incurs because of SELLER's negligence, representations, misrepresentations, actions, inactions, use of a lock
185 box, and/or the existence of facts materially affecting the value of the Property, which indemnity and hold
186 harmless will survive performance of this Agreement by BROKER, termination of this Agreement and the closing
187 of the sale of the Property; (F) authorize BROKER in response to inquiries from buyers and cooperating brokers
188 to disclose the existence of offers and whether such offers were obtained by the listing licensee, by another
189 licensee of BROKER, or by a cooperating broker; (G) comply with the Foreign Investment in Real Property Tax
190 Act (FIRPTA); (H) comply with all mandatory disclosure requirements imposed by federal and state laws and
191 regulations, and by local ordinances including, but not limited to, those pertaining to noise and airport notice
192 zones, energy efficiency, radon gas and lead-based paint; (I) execute a statutory general warranty deed,
193 trustee's, personal representative's or guardian's deed as appropriate to the status of SELLER unless otherwise
194 specified here: _____; and (J) not engage in any audio recording of anyone including, but not
195 limited to, a buyer, buyer's representatives, buyer's broker, inspectors or appraisers when any of them are on the
196 Property without SELLER obtaining the advance written consent of all persons affected. In accordance with
197 Florida Statute 934 you must obtain the consent of all persons affected for audio recordings and, for video,
198 SELLER should post a written notice in a conspicuous place stating that a video surveillance system has been
199 installed for the purpose of security for the premises "when a person has a reasonable expectation of privacy".
200 The Property does **or** does not have an active audio surveillance system; and does **or** does not have
201 an active video surveillance system. SELLER agrees to indemnify and hold harmless NEFMLS, NEFAR and
202 BROKER from all losses, damages, costs and expenses, including reasonable attorney's fees, which may be
203 incurred because of third party claims resulting from SELLER's failure to abide by the foregoing.

204 The Property is subject to the following:

- 205 Homeowner's association fees/ assessments for _____ (name of community) in the amount
206 of \$ _____ per _____ payable to _____
- 207 Master association fees/ assessments for _____ (name of community) in the amount
208 of \$ _____ per _____ payable to _____
- 209 Capital contribution to homeowners' or condominium association in the amount of \$ _____
- 210 Condominium association fees/maintenance assessments for _____ (name of condominium)
211 in the amount of \$ _____ per _____ payable to _____
- 212 Condominium or homeowners' association **special assessments** in the amount of \$ _____ per _____
- 213 CDD fees/assessments in the amount of \$ _____ per year
- 214 Government/Public body special assessments, specifically _____
215 in the amount of \$ _____ per _____

216 **Name, address, phone number, and email for each association to which a fee/assessment must be paid:**
217 _____
218 _____
219 _____
220 _____

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

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

224 **8. COOPERATION and COMPENSATION:** Broker will cooperate with and compensate, as stated below,
225 NEFMLS brokers and any broker who reciprocates with NEFMLS. For finding a buyer ready, willing and able to
226 purchase the Property, SELLER will pay BROKER, no later than the date of closing, a broker transaction fee of
227 \$_____ and _____% of the Purchase Price or \$_____, whichever is greater,
228 whether a buyer is secured by BROKER, SELLER, or any other person. BROKER agrees to offer cooperating
229 broker compensation of:

- 230 _____% of the Purchase Price or \$_____ to a single agent for a buyer;
- 231 _____% of the Purchase Price or \$_____ to a transaction broker for a buyer; and
- 232 _____% of the Purchase Price or \$_____ to a non-representative broker.

233 If no cooperating broker compensation is offered, the Property cannot be placed in NEFMLS. SELLER hereby
234 directs closing attorney/settlement agent to disburse at closing all compensation to brokers payable hereunder.

235 The brokerage compensation is due in the following circumstances: (1) if any interest in the Property is
236 transferred, whether by sale, exchange, governmental action, bankruptcy or any other means of transfer,
237 regardless of whether a buyer is secured by BROKER, SELLER or any other person or entity; (2) if SELLER
238 refuses or fails to accept an offer at the listing price and terms stated in this Agreement or any amendments to
239 this Agreement, including refusal to accept such an offer with a closing date within 90 days of the date of the offer,
240 fails to perform or defaults on an executed purchase and sale agreement, or agrees with a buyer to cancel an
241 executed purchase and sale agreement without BROKER'S written consent. If there is a conveyance of the
242 Property within 12 months after termination of this Agreement to any person or entity to whom the Property has
243 been shown during the term of this Agreement, including any extensions hereof, SELLER will pay the full
244 brokerage compensation to BROKER on demand. However, no brokerage compensation will be due BROKER if,
245 after this Agreement is terminated, the Property is listed with another broker and sold through that broker. In any
246 sale of the Property, permission is given to BROKER to receive brokerage compensation from both a buyer and
247 SELLER.

248 In the event the Property is rented or leased during the term of this Agreement or within 12 months after
249 termination of this Agreement to any person or entity to whom the Property has been shown during the term of
250 this Agreement, including any extensions hereof, SELLER will pay BROKER a rental or leasing fee of _____% of
251 the gross rentals paid or to be paid, or a flat fee of \$_____, whichever is greater, on the date SELLER
252 enters into a lease or an agreement to lease, whichever is earlier; however, no rental or leasing fee will be due
253 BROKER if, after this Agreement is terminated, the Property is listed with another broker and rented or leased
254 through that broker. If there is a conveyance of title to the Property to any such person or entity (tenant) within 12
255 months from the termination of any lease or rental agreement or extensions thereof pursuant to which BROKER
256 would be entitled to a rental or leasing fee, SELLER will pay BROKER the full brokerage compensation on
257 demand.

258 The broker compensation is fair and reasonable and a result of arm's length negotiations. Closing is not a
259 prerequisite for the broker compensation being earned and payable to BROKER.

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

268 10. **DISPUTES AND WAIVER OF JURY TRIAL:** All controversies and claims between SELLER and BROKER,
269 directly or indirectly, arising out of or relating to this Agreement or the Property will be determined by non-jury trial.
270 SELLER and BROKER hereby knowingly, voluntarily and intentionally waive any and all rights to a trial by jury in
271 any litigation, action or proceeding involving SELLER or BROKER, whether arising directly or indirectly from this
272 Agreement or the Property or relating thereto. If SELLER fails to perform any of SELLER's obligations, or if any of
273 SELLER's representations are untrue and, if litigation ensues involving BROKER, SELLER agrees to pay
274 BROKER's reasonable attorney's fees and costs, including in bankruptcy and on appeal. In the event of a dispute
275 between a buyer and SELLER as to entitlement to the binder deposits, the holder of the binder deposits may file
276 an interpleader action in accordance with applicable law to determine entitlement to the binder deposits, and the
277 interpleader's reasonable attorney's fees and costs shall be deducted from the binder deposits and assessed
278 against the non-prevailing party, or the broker holding the binder deposits may request the issuance of an escrow
279 disbursement order from the Florida Division of Real Estate and, in either event, SELLER agrees to be bound
280 thereby, and shall indemnify and hold harmless the holder of the binder deposits from all losses, damages, costs,
281 and expenses, including reasonable attorney's fees upon disbursement in accordance therewith. As used in this
282 Paragraph 10, BROKER means BROKER and all of Broker's licensees.

283 11. **MATERIAL FACTS AND DEFECTS:** SELLER represents that SELLER has no knowledge of facts materially
284 affecting the value of the Property other than those which a buyer can readily observe **except** _____
285 _____.

286 SELLER further represents that the Property is not now and will not be prior to the date of closing subject to a
287 municipal or county code enforcement proceeding and that no citation has been issued **except**
288 _____
289 _____.

290 If the Property is or becomes subject to such a proceeding prior to the date of closing, SELLER shall comply with
291 Florida Statutes 125.69 and 162.06. Notwithstanding anything contained within said Statutes to the contrary,
292 SELLER shall be responsible for compliance with applicable codes and all orders issued in such proceeding
293 unless otherwise agreed to between the parties in a purchase and sale agreement. SELLER has received no
294 written or verbal notice from any governmental entity or owners' association as to uncorrected Property,
295 environmental or safety code violations, and SELLER has no knowledge of any repairs or improvements made to
296 the Property not in compliance with governmental/owners' association regulations/permitting **except**

297 _____
298 _____
299 _____.

300 To the best of SELLER'S knowledge, the Property:
301 was **or** was not built prior to 1978. If the Property was built prior to 1978, the Lead Based Paint
302 Disclosure is required to be part of any purchase and sale agreement; and
303 is **or** is not located either partially or totally seaward of the Coastal Construction Control Line (CCCL)
304 as defined in Florida Statute 161.053. If the Property is located seaward of the CCCL, the Coastal Construction
305 Control Line Disclosure is required to be part of any purchase and sale agreement.

306 12. **COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** There are no agreements, promises or
307 understandings, either expressed or implied, between SELLER and BROKER other than those specifically set

308 forth herein. This Agreement is not binding unless signed or initialed as appropriate, and delivered by and to
309 SELLER and BROKER. Any written communication or notice, including execution and delivery of this Agreement,
310 between BROKER and SELLER may be transmitted by electronic media. This Agreement may be signed in
311 counterparts. Modifications to this Agreement will not be binding unless in writing, signed and delivered by and to
312 SELLER and BROKER, except modifications communicated by email and text do not require a signature of
313 SELLER or BROKER. For purposes of SELLER's indemnifications, agreements to hold harmless and
314 authorizations in this Agreement, BROKER shall be deemed to include BROKER's licensees.

315 **If any SELLER is married and BROKER has not been notified in writing by any SELLER that**
316 **divorce proceedings are pending, any modification to this Agreement and/or communication**
317 **(including without limitation price changes, extensions and changes to NEFMLS listing**
318 **information) from either spouse shall be deemed binding on the other spouse and may be relied**
319 **upon by BROKER, and SELLER hereby appoints SELLER's spouse as agent (attorney in fact)**
320 **for these purposes.** Headings are for reference only and shall not be deemed to control interpretations. If any
321 provision of this Agreement is or becomes invalid or unenforceable, all remaining provisions will continue to be
322 fully effective. All references to a time of day shall be Eastern Time. TIME IS OF THE ESSENCE IN THIS
323 AGREEMENT. SELLER represents that all prior agreements regarding the sale of the Property have been
324 terminated. The Property is to be offered to any person without regard to race, color, religion, sex, handicap,
325 familial status, national origin, sexual orientation or gender identity. This is a legal contract and binds SELLER
326 and the heirs, legal representatives, successors and assigns of SELLER and the assigns of BROKER. BROKER
327 may terminate this Agreement without cause upon 24 hours written notice to SELLER. This Agreement shall be
328 construed and enforced according to the laws of the State of Florida. Venue for any litigation shall be in the
329 county where the listing office is located.

330 **Neither BROKER nor BROKER's licensees are experts in tax, legal, financial, property**
331 **condition, and environmental matters. BROKER advises SELLER to consult with**
332 **appropriate professionals on these matters.**

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

339 **14. ADDITIONAL TERMS AND CONDITIONS:** _____
340 _____
341 _____
342 _____
343 _____
344 _____
345 _____
346 _____
347 _____
348 _____

349 **15. FIRPTA:** Mark if any SELLER is not a U.S. citizen or resident alien.
350 If any SELLER is a "foreign person" as defined by FIRPTA, SELLER may be required to provide funds at closing
351 up to 15% of the Purchase Price. SELLER agrees to disclose to closing attorney/settlement agent at least 10
352 days before closing if any SELLER is not a U.S. citizen or resident alien. If any SELLER is a "foreign person",
353 SELLER should consult with a qualified tax attorney or certified public accountant without delay.

354 **16. SOCIAL SECURITY NUMBER OR TAX ID NUMBER:** SELLER agrees to provide SELLER's complete Social
355 Security or Tax I.D. number to closing attorney/settlement agent upon request.

356 17. **RECEIPT:** Pursuant to Florida Statute 475, BROKER must provide SELLER with a copy of this Agreement
357 within 24 hours of execution by BROKER and SELLER.

358 18. **SELLER AUTHORIZATION:** SELLER hereby authorizes BROKER and closing attorney/settlement agent to
359 communicate with SELLER's lenders, foreclosure attorneys, bankruptcy trustee, associations, and other
360 encumbrance holders, to obtain payoff/estoppel letters from them, and any other information on behalf of
361 SELLER. This authorization applies to BROKER and all of BROKER's licensees.

362 **WIRE FRAUD ALERT. Every day criminals are trying to steal your money by hacking email**
363 **accounts of real estate agents, title companies, settlement attorneys and others, resulting in**
364 **fraudulent wire instructions being used to divert funds to the account of the criminal. The**
365 **emails look legitimate, but they are not. SELLER is advised not to wire any funds without**
366 **personally speaking with the intended recipient of the wire to confirm the routing number and**
367 **the account number. SELLER should not send personal information such as social security**
368 **numbers, bank account numbers and credit card numbers except through secured email or**
369 **personal delivery to the intended recipient. SELLER agrees to indemnify and hold harmless all**
370 **brokers from all losses, liabilities, charges and costs they may incur due to any and all wire**
371 **transfers or wire instructions relating to the transfer or issuance of funds.**

372
373 **After you receive a Federal Reference Number from your sending financial institution you may**
374 **want to verify as soon as possible with the intended recipient of the wire that they received your**
375 **money. If you cannot verify that the wire was received by the intended recipient, immediately**
376 **contact the financial institution that sent the wire.**

377 _____
378 SELLER Printed Name Marital Status SELLER Signature Date

379 _____
380 SELLER Printed Name Marital Status SELLER Signature Date

381 _____
382 SELLER Printed Name Marital Status SELLER Signature Date

383 _____
384 SELLER Printed Name Marital Status SELLER Signature Date

385 **Preferred Contact Information for SELLER:**

386 _____
387 Name and Mailing Address

388 _____
389 Email Address Phone Number(s)

390 _____
391 BROKER Firm Name Listing Office Phone #

392 _____
393 Listing Office Address

394 _____
395 Signature of Listing Licensee Date Listing Licensee Phone #

396 _____
397 Printed Name of Listing Licensee Listing Licensee Email Address