

**GAINESVILLE MULTIPLE LISTING, INC**  
Exclusive Right of Sale Listing Agreement  
Transaction Broker

In consideration of this Exclusive Right to Sell Listing Agreement ("Agreement") contained here, the sufficiency of which is hereby acknowledged by \_\_\_\_\_ hereinafter called BROKER, and \_\_\_\_\_ hereinafter called SELLER, we hereby jointly agree to the following:

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 \_\_\_\_\_, 20\_\_\_\_, and terminating at 11:59 p.m. the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("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 contract for sale and purchase. **SELLER certifies and represents that he/she/it is legally entitled to convey the Property and all improvements. 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.**

2. **DESCRIPTION OF PROPERTY:**

(A) Real Property Street Address: \_\_\_\_\_

(B) Legal Description: \_\_\_\_\_

(C) Personal Property includes all permanently installed equipment, carpeting, plants and shrubbery now installed on the Property, and such additional personal property as may be listed on the attached Gainesville Multiple Listing Inc., profile and feature sheet.

3. **OCCUPANCY/POSSESSION:**

(A) Occupancy: The Property  is  is not currently occupied by a tenant. If occupied, the lease term expires: \_\_\_\_\_

(B) Buyer shall take possession at the date and time of closing unless otherwise stipulated in a deposit receipt and purchase and sale agreement ("Purchase Agreement") or an addendum to the Purchase Agreement.

4. **PRICE AND TERMS:** The Property is offered for sale on the following terms, or on other terms acceptable to SELLER.

(A) **PRICE:** \$ \_\_\_\_\_

(B)  **AUCTION LISTING:** The Property subject to this Listing Agreement is to be sold at auction, and the Price represents the "reserve price" for the Property at the time of the auction.

(C) **FINANCING TERMS:**  Cash  Conventional  VA  FHA  Other: \_\_\_\_\_  
*(VA AND FHA MAY REQUIRE SELLER TO PAY A CERTAIN AMOUNT OF BUYER'S CLOSING COSTS)*

(D)  **SELLER FINANCING:** SELLER will consider a purchase money mortgage in the amount of \$ \_\_\_\_\_, bearing interest rate of \_\_\_\_\_% per annum, for a term of \_\_\_\_\_ years. Other: \_\_\_\_\_

(E)  **ASSUMPTION OF EXISTING MORTGAGE:** Buyer may assume existing mortgage for \$ \_\_\_\_\_ plus an assumption fee of \$ \_\_\_\_\_. The mortgage has an approximate remaining term of \_\_\_\_\_ years at an interest rate of \_\_\_\_\_%  fixed  variable (described) \_\_\_\_\_. Lender approval of assumption  is required  is not required  unknown. **Notice to SELLER:** You may remain liable

SELLER (\_\_\_\_) (\_\_\_\_) (\_\_\_\_) acknowledge receipt of this page, which is Page 1 of 5

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 insure that all mortgage payments and required escrow deposits are current at the time of closing and will transfer the escrow deposits to the Buyer at closing.

(F) **Closing Costs:** SELLER agrees, at SELLER'S expense, to provide for (1) preparation of and delivery to Buyer of a statutory warranty, trustee, personal representative or guardian deed, as appropriate to the status of SELLER conveying an insurable title free and clear of all liens, except encumbrances of record to be assumed by Buyer as part of the purchase price, and taxes for the year of sale; (2) commitment and owner's title insurance policy; (3) state documentary stamps on the deed; (4) SELLER's attorney's fee; (5) recording fees for satisfaction of the liens of record, if same are to be paid off; (6) SELLER will pay, on Buyer's behalf, mortgage discount or other closing costs not to exceed \$\_\_\_\_\_ or \_\_\_\_\_% of the purchase price; inclusive of any FHA/VA required fees; and (7) any other expenses including but not limited to home warranty costs and repair expenses as provided for under a Purchase Agreement.

(G) **PRORATIONS:** All taxes for the current year, rentals, monthly insurance premiums, hazard insurance premiums and interest on existing mortgages (if any) shall be prorated as of the date of closing.

5. **BROKER OBLIGATIONS AND/OR 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, including the Internet and other media, 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;

(B) Obtain information relating to the present mortgage(s) on the Property;

(C) Place the property in a multiple listing service(s) (MLS). SELLER authorizes BROKER to report to the MLS/Association of REALTORS this listing information and price, terms and financing information on any resulting sale. SELLER authorizes BROKER, the MLS and/or Association of REALTORS to use, license or sell the active listing and sold data;

(D) Provide objective comparative market analysis information to potential Buyers;

(E) (Check if applicable)

(1) **Lock Box:**  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 Association of REALTORS from all liability and responsibility in connection with any possible loss that may occur;

(2) **Offers:**  Withhold verbal offers.

Withhold all offers once SELLER accepts a sales contract for the Property.

SELLER authorizes BROKER to disclose the existence of offers on the Property in response to inquiries from buyers or cooperating Brokers.

(F) At BROKER'S discretion, order and obtain on behalf of SELLER all items necessary to consummate a closing on the Property, such as, but not limited to, pest control report, title insurance, covenant and deed restrictions, survey, and any other materials or services as may be agreed to by SELLER, by verbal or written communication. SELLER agrees to reimburse BROKER for any cost incurred in ordering and obtaining such information; and,

(G) Act as a transaction broker. SELLER acknowledges receipt of Broker disclosure notices set forth on pages four (4) of this Agreement.

SELLER'S initials: \_\_\_\_\_

6. **SELLER OBLIGATIONS:** In consideration of the obligation of BROKER, SELLER agrees to:

(A) Cooperate with BROKER in carrying out the purpose of this Agreement, including referring immediately to BROKER all inquiries 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 to BROKER to show during reasonable times;

(C) Inform BROKER prior to leasing, mortgaging or otherwise encumbering the Property;

(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, (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 (Internal Revenue Code Section 1445);

(F) Make all legally required disclosures. SELLER represents that the Property has no known latent defects and SELLER knows of no facts materially affecting the value or desirability of the Property which are not readily observable except the following (Please check)  SELLER'S property disclosure form or  \_\_\_\_\_

SELLER will immediately inform BROKER of any material facts that arise after signing this Agreement; and,

(G) To, in the sole determination of SELLER, consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

SELLER (\_\_\_\_) (\_\_\_\_) (\_\_\_\_) acknowledge receipt of this page, which is Page 2 of 5

7. **INTERNET DISPLAYS:** I understand and acknowledge that, if I have elected under option “(A)” to withhold authorization to display the listed Property on the Internet, consumers who conduct searches for listings on the Internet will not see information about the listed Property in response to their search.
- (A) \_\_\_\_\_ (Initial) The Broker  is or  is not authorized to display the listed Property on the Internet. (If Broker is not authorized to display listed Property on the Internet, then (B), (C), and (D) do not apply.)
- (B) \_\_\_\_\_ (Initial) The Broker  is or  is not authorized to have the address of the listed Property displayed on the Internet.
- (C) \_\_\_\_\_ (Initial) The Broker  is or  is not authorized to have the automated value of the listed Property displayed on a Broker's Virtual Office Website (VOW) on the Internet.
- (D) \_\_\_\_\_ (Initial) The Broker  is or  is not authorized to have blogging of the listed Property displayed on a Broker's Virtual Office Website (VOW) on the Internet.
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, if any):
- (A) \_\_\_\_\_% of the total purchase price OR \$ \_\_\_\_\_, no later than the date of closing specified in the Purchase Agreement. However, closing is not a prerequisite for BROKER's fee being earned.
- (B) \_\_\_\_\_% of the consideration paid for an option OR \$ \_\_\_\_\_ 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) \_\_\_\_\_% of the gross lease value as a leasing fee, OR \$ \_\_\_\_\_ on the date SELLER enters into a lease or agreement to lease, whichever is earlier. This fee shall be paid in the event the Property is rented or leased by SELLER in lieu of sale or in connection with a lease option agreement. Upon exercise of an option to purchase, SELLER will pay BROKER additional compensation as set forth in paragraph 8(a) above.
- (D) BROKER's fee is due in the following circumstances: (1) if any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether a Buyer is secured by BROKER, SELLER or any other person; (2) if SELLER refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales contract or colludes with a Buyer to cancel an executed sales contract. (3) if, within \_\_\_\_\_ days after the Termination Date (“Protection Period”), SELLER transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom SELLER, BROKER or any real estate licensee communicated regarding the Property prior to the Termination Date. However, no fee will be due BROKER if the Property is relisted after the Termination Date and sold through another BROKER.
- (E) Other: \_\_\_\_\_
9. **CONDITIONAL TERMINATION:** At SELLER's request, BROKER may agree to conditionally terminate this Agreement. If BROKER agrees to a conditional termination, SELLER must sign a conditional termination agreement, reimburse BROKER for all direct expenses incurred in marketing the Property and pay a cancellation fee of \$ \_\_\_\_\_ plus applicable sales tax. BROKER may void this conditional termination and SELLER will pay the fee stated in paragraph 8(a) less the cancellation fee if SELLER transfers or contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination to Termination Date and Protection Period, if applicable. However, no fee will be due BROKER if the Property is relisted after the Termination Date and sold through another BROKER.
10. **COOPERATION WITH OTHER REALTORS:** BROKER's office policy is to cooperate with all other REALTORS. Cooperation is defined as providing access to and information about the Property. SELLER authorizes BROKER to cooperate with selling REALTORS who operate in the following brokerage relationship capacities: (check all that apply)
- Buyer's Agents     Nonrepresentative Brokers     Transaction Brokers     None of the foregoing.  
(If “NONE” is checked, the Property cannot be placed in the Gainesville Multiple Listing database)
11. **COMPENSATION TO OTHER BROKERS:** BROKER agrees, unless precluded by previous notice between Brokers, to offer compensation per the following, to other Gainesville Multiple Listing, Inc. (“GML”) Brokers and those the GML has reciprocal arrangements with:
- offer compensation in the amount of \_\_\_\_\_% of the purchase price or \$ \_\_\_\_\_ to Buyer's Agents, who represent the interest of the Buyers, and not the interest of SELLER in a transaction;
- and to offer compensation in the amount of \_\_\_\_\_% of the purchase price or \$ \_\_\_\_\_ to a broker who has no brokerage relationship with the Buyer or SELLER;
- and to offer compensation in the amount of \_\_\_\_\_% of the purchase price or \$ \_\_\_\_\_ to Transaction brokers for the Buyer;
- None of the above (if “NONE” is checked, the Property cannot be placed in the Gainesville Multiple Listing database)
12. **ESCROW DEPOSITS / FORFEITURE / BUYER DEFAULT:** SELLER authorizes BROKER or selling BROKER to accept in escrow and hold all money paid or deposited as a binder on the Property and if such deposit is later forfeited by the Buyer, to disburse the deposit as follows: 1) all unpaid fees and costs incurred by the BROKER or any third party on behalf of either the Buyer or the SELLER shall be paid to BROKER, and BROKER will pay said sums to unpaid vendors; 2) one-half of the remaining net deposit,

SELLER (\_\_\_\_) (\_\_\_\_) (\_\_\_\_) acknowledge receipt of this page, which is Page 3 of 5

or total commission the BROKER would have received, whichever is less, shall be disbursed to the BROKER as compensation for BROKER services and marketing expenses; 3) the remainder of the deposit, if any, shall be disbursed to the SELLER as liquidated damages. In the disbursement of any escrowed fund, the BROKER shall be governed and shall comply with the provisions of Chapter 475, Florida Statutes.

13. **DISPUTE RESOLUTION:** In the event any litigation arises out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

14. **WITHDRAWAL:** SELLER and BROKER acknowledge that this listing shall be withdrawn from the GML, upon BROKER's withdrawal, suspension or termination from the GML.

15. **MISCELLANEOUS:** This Agreement is binding on BROKER's and SELLER's heirs, personal representatives, administrators, successors and assigns. BROKER may assign this Agreement to another listing office. Signatures, initials and modifications communicated by facsimile will be considered as originals. The term "Buyer" as used in this Agreement includes Buyers, tenants, exchangors, optionees and other categories of potential or actual transferees. SELLER and BROKER acknowledge that there are no other agreements, promises or understandings either expressed or implied between them other than specifically set forth herein and that there can be no alterations or changes to this Agreement except in writing and signed by each of them. They also agree that this Agreement supersedes any prior agreement regarding the marketing of the Property. IF THIS AGREEMENT IS NOT FULLY UNDERSTOOD, SELLER SHOULD SEEK COMPETENT LEGAL ADVICE.

16. **ADDITIONAL TERMS:** \_\_\_\_\_  
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17. SELLER AND BROKER ACKNOWLEDGE THAT THIS AGREEMENT DOES NOT GUARANTEE A SALE.

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

SELLER: \_\_\_\_\_ Date: \_\_\_\_\_

SELLER's address: \_\_\_\_\_  
\_\_\_\_\_

BROKER: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

SELLER (\_\_\_\_) (\_\_\_\_) (\_\_\_\_) acknowledge receipt of this page, which is Page 4 of 5

**TRANSACTION BROKER NOTICE**

As a transaction broker, \_\_\_\_\_  
(insert name of Real Estate entity) and its Associates provides to you a limited form of representation that includes the following duties:

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

SELLER (\_\_\_\_) (\_\_\_\_) (\_\_\_\_) acknowledge receipt of this page, which is Page 5 of 5