

Limited Service Listing Agreement

FLORIDA ASSOCIATION OF REALTORS®



This Limited Service Listing Agreement (“Agreement”) is between

_____ (“**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”). Seller certifies that Seller 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, including appliances: _____

See Attachment

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 _____

4. BROKER OBLIGATIONS AND AUTHORITY:

a) Seller authorizes Broker to place the property in a multiple listing service (MLS), to offer compensation to cooperating brokers, and to post a For Sale sign on the property.

b) 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.

c) Broker shall act as a Single agent of Seller; Single agent of Seller with consent to transition to transaction broker; Nonrepresentative; Transaction broker

d) In addition, Seller authorizes Broker to perform the following:

5. SELLER OBLIGATIONS:

a) Seller shall 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, or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from Broker. This clause will survive Broker’s performance and the transfer of title.

b) Seller shall 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** represents there are no material facts (building code violations, pending code citations, unobservable defects, etc.) other than the following: _____

Seller will immediately inform Broker of any material facts that arise after signing this Agreement.

6. COMPENSATION:

Seller agrees to compensate **Broker** for performing the responsibilities delineated in Paragraph 4(a) \$_____ or _____% of list price or purchase price on _____ (date) regardless whether the property sells and no matter who sells the property, whether by **Broker, Seller** or other real estate licensee.

(Check and complete if applicable)

Seller shall pay **Broker** \$_____ or _____% of the total purchase price at closing should a broker who participates in the MLS in which compensation was offered by Broker, sell the Property.

Seller shall pay **Broker** \$_____ or _____% of list price or purchase price at closing for any other services specified in this Agreement.

7. ADDITIONAL TERMS: _____

Date: _____ **Seller:** _____ Tax ID No: __ _ - __ _ - __ _
Telephone #'s: Home _____ Work _____ Cell _____ Fax _____
Address: _____ E-mail: _____

Date: _____ **Seller:** _____ Tax ID No: __ _ - __ _ - __ _
Telephone #'s: Home _____ Work _____ Cell _____ Fax _____
Address: _____ E-mail: _____

Date: _____ **Authorized Listing Associate or Broker:** _____
Brokerage Firm Name: _____ Telephone: _____
Address: _____

Copy returned to **Seller** on the ____ day of _____, ____ by: personal delivery mail facsimile.