

- 52 (e) Provide objective comparative market analysis information to potential buyers; and
53 (f) (Check if applicable) Use a lock box system to show and access the Property. A lock box does not ensure the
54 Property's security; **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box is for **Seller's** benefit and
55 releases **Broker**, persons working through **Broker** and **Broker's** local Realtor Board / Association from all liability and
56 responsibility in connection with any loss that occurs. Withhold verbal offers. Withhold all offers once **Seller** accepts a
57 sales contract for the Property.
58 (g) Act as a transaction broker of **Seller**.
59 (h) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are
60 referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a
61 property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Website
62 may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless
63 limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.
64 **Seller** does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be
65 displayed in immediate conjunction with the listing of this Property.
66 **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink
67 to such comments or reviews) in immediate conjunction with the listing of this Property.

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

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

- 86 6. **COMPENSATION:** **Seller** will compensate **Broker** as specified below for procuring a buyer who is ready, willing and able to
87 purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to
88 **Seller**. **Seller** will pay **Broker** as follows (plus applicable sales tax):
89 (a) 3 % of the total purchase price, plus \$ _____ OR \$ _____, no later than
90 the date of closing specified in the sales contract. However, closing is not a prerequisite for **Broker's** fee being earned.
91 (b) 20 % (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised,
92 **Seller** will pay **Broker** the paragraph 6(a) fee, less the amount **Broker** received under this subparagraph.
93 (c) 10 % (\$ or %) of gross lease value as a leasing fee, on the date **Seller** enters into a lease or agreement to
94 lease, whichever is soonest. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive
95 right to lease the Property.
96 (d) **Broker's** fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease,
97 exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is secured by
98 **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,
99 defaults on an executed sales contract or agrees with a buyer to cancel an executed sales contract. (3) If, within 60 days after
100 Termination Date ("Protection Period"), **Seller** transfers or contracts to transfer the Property or any interest in the Property to any
101 prospects with whom **Seller**, **Broker** or any real estate licensee communicated regarding the Property prior to Termination Date.
102 However, no fee will be due **Broker** if the Property is relisted after Termination Date and sold through another broker.
103 (e) Retained Deposits: As consideration for **Broker's** services, **Broker** is entitled to receive 40 % of all deposits that
104 **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee.

- 105 7. **COOPERATION AND COMPENSATION WITH OTHER BROKERS:** **Broker's** office policy is to cooperate with all other
106 brokers except when not in **Seller's** best interest: and to offer compensation in the amount of 3 % of the
107 purchase price or \$ _____ to **Buyer's** agents, who represent the interest of the buyers, and not the interest of **Seller** in
108 **Seller** (_____) (_____) and **Broker/Sales Associate** (_____) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.

109 a transaction: and to offer compensation in the amount of _____ 3% of the purchase price or \$_____ to a
110 broker who has no brokerage relationship with the **Buyer** or **Seller**; and to offer compensation in the amount of
111 _____ 3% of the purchase price or \$_____ to Transaction brokers for the **Buyer**; None of the above (if this is
112 checked, the Property cannot be placed in the MLS.)

113 **8. BROKERAGE RELATIONSHIP:** Under this Agreement, **Broker** will be acting as a transaction broker. **Broker** will deal
114 honestly and fairly with **Seller**, will account for all funds, will use skill, care, and diligence in the transaction, will disclose all
115 known facts that materially affect the value of the residential property which are not readily observable to the buyer, will present
116 all offers and counteroffers in a timely manner unless directed otherwise in writing and will have limited confidentiality with **Seller**
117 unless waived in writing.

118 **9. CONDITIONAL TERMINATION:** At **Seller's** request, **Broker** may agree to conditionally terminate this Agreement. If **Broker**
119 agrees to conditional termination, **Seller** must sign a withdrawal agreement, reimburse **Broker** for all direct expenses incurred
120 in marketing the Property and pay a cancellation fee of \$_____ 0 plus applicable sales tax. **Broker** may void the
121 conditional termination and **Seller** will pay the fee stated in paragraph 6(a) less the cancellation fee if **Seller** transfers or
122 contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination
123 to Termination Date and Protection Period, if applicable.

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

134 **11. MISCELLANEOUS:** This Agreement is binding on **Broker's** and **Seller's** heirs, personal representatives, administrators,
135 successors and assigns. **Broker** may assign this Agreement to another listing office. This Agreement is the entire agreement
136 between **Broker** and **Seller**. No prior or present agreements or representations shall be binding on **Broker** or **Seller** unless
137 included in this Agreement. Signatures, initials and modifications communicated by facsimile will be considered as originals.
138 The term "buyer" as used in this Agreement includes buyers, tenants, exchangers, optionees and other categories of potential
139 or actual transferees.

140 **12. ADDITIONAL TERMS:** _____
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157 **Seller** _____ (_____) and **Broker/Sales Associate** _____ (_____) acknowledge receipt of a copy of this page, which is Page 3 of 4 Pages.

158 Date: _____ **Seller's Signature:** _____ Tax ID No: _____

159 Home Telephone: _____ Work Telephone: _____ Facsimile: _____

160 Address: _____

161 Date: _____ **Seller's Signature:** _____ Tax ID No: _____

162 Home Telephone: _____ Work Telephone: _____ Facsimile: _____

163 Address: _____

164 Date: _____ **Authorized Listing Associate or Broker:** _____

165 Brokerage Firm Name: _____ Telephone: _____

166 Address: _____

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

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SAMPLE

168 Seller (____) (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages.