

# 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.