

EXCLUSIVE LISTING AGREEMENT

State of Florida

PROPERTY ADDRESS

123 Palm Beach Boulevard

Miami, FL 33101

SELLER/OWNER

John and Jane Smith

LISTING BROKER

Michael Torres

License #: BK3456789

Listing Price: \$549000

This agreement is governed by Florida Statutes Chapter 475 and the rules of the Florida Real Estate Commission (FREC).

BROKERAGE RELATIONSHIP DISCLOSURE

Required by Florida Statutes § 475.278

SINGLE AGENT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES.

As a single agent, Michael Torres and its associates owe to you the following duties:

1. **Dealing honestly and fairly;**
2. **Loyalty;**
3. **Confidentiality;**
4. **Obedience;**
5. **Full disclosure;**
6. **Accounting for all funds;**
7. **Skill, care, and diligence in the transaction;**
8. **Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and**
9. **Disclosing all known facts that materially affect the value of residential real property and are not readily observable.**

This disclosure is required by Florida Statutes § 475.278(3)(b). The duties above must be fully described and disclosed in writing before, or at the time of, entering into a listing agreement.

Brokerage Relationship Selected:

☒ **Single Agent** (Fiduciary relationship with full duties)

☐ Transaction Broker (Limited representation)

ACKNOWLEDGMENT OF BROKERAGE RELATIONSHIP

By signing below, Seller acknowledges receipt and understanding of this Brokerage Relationship Disclosure as required by Florida law.

Seller Signature: _____ Date: _____

Print Name: John and Jane Smith

EXCLUSIVE LISTING AGREEMENT

This Exclusive Listing Agreement ("Agreement") is entered into this January 1, 2026 by and between:

| | |
|----------------|----------------------------------|
| SELLER | John and Jane Smith |
| Address | 456 Ocean Drive, Miami, FL 33139 |
| Phone | (305) 555-1234 |
| Email | smithfamily@email.com |

| | |
|-------------------------|------------------------------------|
| BROKER | Michael Torres |
| Broker License # | BK3456789 |
| Brokerage Firm | Sunshine Realty Group |
| Address | 1000 Brickell Ave, Miami, FL 33131 |
| Phone | (305) 555-9999 |
| Email | mtorres@sunshinerealty.com |

1. PROPERTY

Seller hereby grants Broker the exclusive right to sell the following property:

| | |
|------------------------|--------------------------|
| Street Address | 123 Palm Beach Boulevard |
| City | Miami |
| County | Miami-Dade |
| ZIP Code | 33101 |
| Parcel ID/Folio | 01-2345-678-9012 |
| Property Type | Single Family Residence |

Legal Description: [Legal description as recorded in public records]

2. LISTING PERIOD

DEFINITE EXPIRATION DATE REQUIRED (§ 475.25)

Pursuant to Florida Statutes § 475.25, this Agreement must contain a definite expiration date. This Agreement shall NOT automatically renew.

| | |
|--------------------------------|-----------------|
| Listing Start Date | January 1, 2026 |
| Listing Expiration Date | June 30, 2026 |

This Agreement shall expire at 11:59 PM on the Listing Expiration Date. Seller is NOT required to provide notice to cancel after expiration.

3. LISTING PRICE AND TERMS

| | |
|---------------------------------|---------------------------------|
| Listing Price | \$549000 |
| Minimum Acceptable Price | \$0 (for Broker reference only) |

Acceptable Financing Terms:

☒ Cash ☒ Conventional ☒ FHA ☒ VA

Personal Property Included: Standard fixtures and appliances as typically conveyed with the property.

Excluded Items: None.

4. BROKER'S COMPENSATION

4.1 COMMISSION

Seller agrees to pay Broker a commission calculated as follows:

☒ 6% of the gross sales price

☐ Flat fee of \$_____

4.2 COOPERATING BROKER COMPENSATION

Broker may offer compensation to cooperating brokers who procure a buyer:

3% of the gross sales price, or \$0 flat fee

4.3 WHEN COMMISSION IS EARNED

Commission shall be due and payable upon the earlier of:

1. Closing of the sale
2. Seller's default or refusal to close on a ready, willing, and able buyer
3. Seller's withdrawal of the property from the market during the listing period

4.4 PROTECTION PERIOD

If, within 90 days after expiration of this Agreement, the Property is sold to any buyer who was introduced to the Property during the listing period, Seller shall pay Broker the full commission, unless the Property is re-listed with another broker.

5. BROKER'S DUTIES AND SERVICES

Broker agrees to:

1. Use diligent efforts to find a buyer for the Property
2. Market the Property through appropriate channels
3. Present all offers to Seller in a timely manner
4. Assist in negotiating terms acceptable to Seller
5. Coordinate with title company, lender, and other parties
6. Provide guidance through the closing process

Marketing Services:

- ☒ MLS Listing ☒ Professional Photography ☒ Virtual Tour
☒ Open Houses ☒ Online Marketing ☒ Yard Sign

6. SELLER'S DUTIES AND REPRESENTATIONS

Seller agrees to:

1. Cooperate with Broker in marketing and showing the Property
2. Make the Property available for showings at reasonable times
3. Refer all inquiries to Broker
4. Provide accurate information about the Property
5. Complete all required disclosures honestly
6. Maintain the Property in showable condition
7. Notify Broker of any material changes to the Property

Seller represents and warrants:

1. Seller has the legal authority to sell the Property
2. The Property is not subject to any undisclosed liens or encumbrances
3. The Property is currently occupied by: Owner
4. The Property is subject to a homeowners' association

7. DISCLOSURE REQUIREMENTS

Seller acknowledges the duty to disclose all known material facts affecting the value of the Property (Johnson v. Davis, 480 So.2d 625). Seller agrees to complete all required disclosures, including:

1. Seller's Property Disclosure Statement
2. Radon Gas Notification (§ 404.056)
3. Lead-Based Paint Disclosure (if built before 1978)
4. Flood Disclosure (§ 689.302)
5. HOA Disclosure (§ 720.401, if applicable)
6. Any other disclosures required by law

8. LOCKBOX AND ACCESS

☒ **Lockbox Authorized:** Seller authorizes Broker to install a lockbox for showing access.

Showing Instructions: Please contact listing agent 24 hours in advance for all showings.

9. ADDITIONAL TERMS

9.1 FAIR HOUSING

Broker and Seller agree to comply with all federal, state, and local fair housing laws. The Property will be marketed and shown without regard to race, color, religion, sex, handicap, familial status, national origin, or any other protected class.

9.2 WIRE FRAUD WARNING

WIRE FRAUD ALERT

Real estate transactions are targets for wire fraud. NEVER wire funds based on email instructions alone. Always verify wiring instructions by calling a known, trusted phone number.

9.3 DISPUTE RESOLUTION

Any dispute arising under this Agreement shall first be submitted to mediation before litigation.

This Agreement shall be governed by Florida law. Venue for any legal action shall be in Miami-Dade County, Florida.

9.4 ENTIRE AGREEMENT

This Agreement, including any attached addenda, constitutes the entire agreement between the parties. Amendments must be in writing and signed by both parties.

9.5 ADDITIONAL PROVISIONS

None.

10. SIGNATURES

By signing below, the parties agree to all terms and conditions of this Exclusive Listing Agreement.

SELLER ACKNOWLEDGMENTS

By signing, Seller acknowledges:

1. Receipt and understanding of the Brokerage Relationship Disclosure
2. This Agreement has a definite expiration date and does not auto-renew
3. Seller's duty to disclose material facts about the Property
4. Seller has had the opportunity to seek legal counsel

SELLER

Signature:

Print Name: John and Jane Smith

Date: _____

BROKER/AGENT

Signature:

Print Name: Michael Torres

License #: SL1234567

Date: _____