

# Limited Service Listing Agreement

FLORIDA ASSOCIATION OF REALTORS®



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

2 \_\_\_\_\_ (“Seller”) and

3 \_\_\_\_\_ (“Broker”).

4 **1. AUTHORITY TO SELL PROPERTY:** Seller gives Broker the Exclusive Right to Sell the real and personal  
5 property (collectively “Property”) described below, at the price and terms described below, beginning the  
6 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and terminating at 11:59 p.m. the \_\_\_\_\_ day of \_\_\_\_\_,  
7 \_\_\_\_\_ (“Termination Date”). Seller certifies that Seller is legally entitled to convey the Property and all  
8 improvements. This Property will be offered to any person without regard to race, color, religion, sex, handicap,  
9 familial status, national origin or any other factor protected by federal, state or local law.

## 10 **2. DESCRIPTION OF PROPERTY:**

11\* a) Real Property Street Address: \_\_\_\_\_

12\* \_\_\_\_\_

13\* b) Legal Description: \_\_\_\_\_

14\* \_\_\_\_\_

15\* c) Personal Property, including appliances: \_\_\_\_\_

16\* \_\_\_\_\_  See Attachment

17 **3. PRICE AND TERMS:** The property is offered for sale on the following terms, or on other terms acceptable to  
18 Seller:

19\* a) Price: \_\_\_\_\_

20\* b) Financing Terms:  Cash  Conventional  VA  FHA  Other \_\_\_\_\_

## 21 **4. BROKER OBLIGATIONS AND AUTHORITY:**

22 a) Seller authorizes Broker to advertise the Property as Broker deems advisable including advertising the  
23 Property on the Internet unless limited in (4)(a)(i) or (4)(a)(ii) below.

### 24 **(Seller opt-out)(Check one if applicable)**

25\*  (i) Display the Property on the Internet except the street address of the Property shall not be displayed on  
26 the Internet.

27\*  (ii) Seller does not authorize Broker to display the Property on the Internet.

28 Seller understands and acknowledges that if Seller selects option (ii), consumers who conduct searches  
29 for listings on the Internet will not see information about the listed property in response to their search.

30\* \_\_\_\_\_ / \_\_\_\_\_ Initials of Seller.

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

33 c) Seller authorizes Broker to report to the MLS/Association of Realtors this listing information and price, terms  
34 and financing information on any resulting sale. Seller authorizes Broker, the MLS and/or Association of  
35 Realtors to use, license or sell the active listing and sold data.

36\* d) Broker shall act as a  Single agent of Seller;  Single agent of Seller with consent to transition to  
37\* transaction broker;  Nonrepresentative;  Transaction broker

38 e) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These web  
39 sites are referred to as Virtual Office Websites (“VOW”). An automated estimate of market value or reviews and  
40 comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who

41\* Seller (\_\_\_\_) (\_\_\_\_) and Broker/Sales Associate (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 3 Pages.

42 registers on a Virtual Office Website may gain access to such automated valuations or comments and reviews  
43 about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or  
44 comments/reviews (blogs) about this Property.

45\*  **Seller** does not authorize an automated estimate of the market value of the listing (or hyperlink to such  
46 estimate) to be displayed in immediate conjunction with the listing of this Property.

47\*  **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or  
48 display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

49 **f)** In addition, **Seller** authorizes **Broker** to perform the following:

50\* \_\_\_\_\_  
51\* \_\_\_\_\_  
52\* \_\_\_\_\_

53 **5. SELLER OBLIGATIONS:**

54 **a)** **Seller** shall indemnify **Broker** and hold Broker harmless from losses, damages, costs and expenses of any  
55 nature, including attorney's fees and from liability to any person, that **Broker** incurs because of (1) **Seller's**  
56 negligence, representations, misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence  
57 of undisclosed material facts about the Property, or (4) a court or arbitration decision that a broker who was not  
58 compensated in connection with a transaction is entitled to compensation from Broker. This clause will survive  
59 **Broker's** performance and the transfer of title.

60 **b)** **Seller** shall make all legally required disclosures, including all facts that materially affect the Property's value  
61 and are not readily observable or known by the buyer. **Seller** represents there are no material facts (building  
62\* code violations, pending code citations, unobservable defects, etc.) other than the following: \_\_\_\_\_  
63\* \_\_\_\_\_

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

65 **6. COMPENSATION:**

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

70 (Check and complete if applicable)

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

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

75\* **7. ADDITIONAL TERMS:** \_\_\_\_\_

76\* \_\_\_\_\_  
77\* \_\_\_\_\_  
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80\* \_\_\_\_\_  
81\* \_\_\_\_\_  
82\* \_\_\_\_\_  
83\* \_\_\_\_\_  
84\* \_\_\_\_\_  
85\* \_\_\_\_\_

86\* **Seller** (\_\_\_\_) (\_\_\_\_) and **Broker/Sales Associate** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 3 Pages.

87\* Date: \_\_\_\_\_ **Seller:** \_\_\_\_\_ Tax ID No: \_\_ \_ - \_\_ \_ - \_\_ \_

88\* Telephone #'s: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

89\* Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

90\* Date: \_\_\_\_\_ **Seller:** \_\_\_\_\_ Tax ID No: \_\_ \_ - \_\_ \_ - \_\_ \_

91\* Telephone #'s: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_ Fax \_\_\_\_\_

92\* Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

93\* Date: \_\_\_\_\_ **Authorized Listing Associate or Broker:** \_\_\_\_\_

94\* Brokerage Firm Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

95\* Address: \_\_\_\_\_

96\* Copy returned to **Seller** on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:  personal delivery  mail  e-mail  fax

97\* **Seller** (\_\_\_\_) (\_\_\_\_) and **Broker/Sales Associate** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 3 Pages.