

42 Items specifically excluded from this Agreement: _____
43 _____
44 _____
45 _____
46 _____

47 **3. TERMS:** The Property is to be offered for sale upon the following terms and conditions:

48 (A) Listing price: \$ _____
49 If SELLER changes the listing price review paragraph 4 again. _____/_____ initials of SELLER

50 (B) Method of payment: Cash | Financing as follows: Conventional loan | USDA loan
51 VA loan | FHA loan | SELLER financing (if marked, attach Seller Financing Addendum)
52 Mortgage assumption (if marked, attach Mortgage Assumption Addendum)

53 (C) SELLER EXPENSES: SELLER agrees to pay:

54 (1) Closing Costs: deed stamps, owner's title insurance policy, title search, closing attorney/settlement
55 fee, real estate brokerage fee(s), survey, satisfaction(s) of mortgage(s) and recording fee(s), SELLER's
56 courier fees, repairs, replacements and treatments that may be agreed upon by SELLER and a buyer
57 after the appraisal and property inspection(s), one year home warranty (mark if applicable), other
58 (specify, such as amount of SELLER contributions towards closing costs and prepaids etc.) _____
59 _____
60 _____
61 _____

62 (2) All other charges required by the buyer's lender in connection with the buyer's loan(s) which the buyer
63 is prohibited from paying by law or regulation.

64 (3) Condominium and homeowners' association estoppel/statement fees payable upon request by the
65 closing attorney/settlement agent.

66 (4) All mortgage payments, condominium and homeowners' association fees and assessments, costs to
67 cure all association violations, taxes, Community Development District (CDD) fees and public
68 body/government special assessments due and payable shall be paid current at SELLER's expense at
69 the time of closing.

70 (D) PRORATIONS: All taxes, rents, condominium and homeowners' association fees, solid waste
71 collection/disposal fees, stormwater fees, and CDD fees will be prorated through the day before closing based on
72 the most recent information available to the closing attorney/settlement agent, using the gross tax amount for
73 estimated tax prorations.

74 (E) POSSESSION

75 Buyer will be given possession at closing.
76 Buyer will be given possession within ____ days after the date of closing at no rental cost to SELLER.

77 If possession is to be delivered before or after closing, the buyer and SELLER shall execute a separate
78 possession agreement prepared by **legal counsel** at possessor's expense at least 5 days before date of closing
79 on terms reasonably acceptable to the buyer and SELLER.

80 SELLER represents that there are no parties in possession other than SELLER.
81 The Property is available for rent or rented and the tenant may continue in possession following date of
82 closing unless otherwise agreed in writing between the landlord and tenant. Within 5 days after date of
83 acceptance of a purchase and sale agreement SELLER shall provide the buyer with a copy of all current leases
84 and rent rolls for the Property and deliver to the buyer originals of same at closing. At closing, all tenant deposits
85 will be transferred from SELLER to the buyer and any leases shall be deemed to have been assigned by
86 SELLER to buyer and the obligations thereunder assumed by the buyer.

87 If the Property is rented, the lease term expires on _____; the rent due date is the _____
88 day of the month; the rental amount is \$_____ per month; and the security deposit is \$_____

89 (F) If possession will be given to the buyer at or before closing, SELLER shall sweep the Property clean and
90 remove all personal property not included in the sale by time of possession by buyer or closing, whichever occurs
91 first.

92 **4. FINANCIAL REPRESENTATIONS: At least one of the following paragraphs must be initialed for the**
93 **listing to be placed in NEFMLS.**

94 (A) SELLER represents that the listing price **will produce sufficient funds** to satisfy all mortgages and liens
95 encumbering the Property and pay all closing costs described in paragraph 3 hereof.
96 _____/_____ **initials** of SELLER

97 (B) SELLER represents that the listing price **may NOT produce sufficient funds** to satisfy all mortgages and
98 liens encumbering the Property and pay all closing costs described in paragraph 3 hereof **but SELLER has**
99 **readily available funds** to satisfy same and will satisfy same at closing. _____/_____ **initials** of
100 SELLER

101 (C) SELLER represents that the listing price **will NOT produce sufficient funds** to satisfy all mortgages and
102 liens encumbering the Property and pay all closing costs described in paragraph 3 hereof and that **SELLER**
103 **does not have funds available** to pay the deficiency. Lender, other encumbrance holders, and/or court
104 approval may be required. _____/_____ **initials** of SELLER

105 The Listing Agreement **SHORT SALE/PRE-FORECLOSURE Addendum is REQUIRED and is attached if**
106 **paragraph 4C is initialed.**

107 (D) SELLER represents that SELLER is not current on the payment of all mortgages and other encumbrances
108 on the Property, meaning that this is a **PRE-FORECLOSURE** property and the encumbrance holder has
109 provided notice of possible foreclosure proceedings or has already filed foreclosure proceedings. Lender,
110 other encumbrance holders, and/or court approval may be required. _____/_____ **initials** of SELLER

111 The Listing Agreement **SHORT SALE/PRE-FORECLOSURE Addendum is REQUIRED and is attached if**
112 **paragraph 4D is initialed.**

113 (E) SELLER has acquired ownership to the Property through Foreclosure Proceedings. SELLER hereby
114 authorizes Broker to disclose, advertise, and market the Property **publicly** as a "**FORECLOSED /**
115 **FORECLOSURE / etc**" Property as permitted in the NEFMLS system, in other public marketing media, and
116 as part of any signage advertising the Property. SELLER acknowledges that this disclosure, advertising and
117 marketing may be provided to the general public and displayed on public websites. _____/_____
118 **initials** of SELLER

119 **IF ANY OF THE REPRESENTATIONS MADE ABOVE CHANGE FOR ANY REASON, SELLER AGREES TO**
120 **IMMEDIATELY NOTIFY BROKER IN WRITING AND TO UPDATE THE FINANCIAL REPRESENTATIONS AS**
121 **APPROPRIATE.**

122 **5. BROKER OBLIGATIONS AND AUTHORITY:**

123 (A) SELLER consents does not consent to the utilization of a Northeast Florida Association of
124 REALTORS, Inc. ("NEFAR") authorized lock box system. _____/_____ **initials** of SELLER. **If SELLER**
125 **consents to the utilization of a NEFAR authorized lock box system, see Lock Box Addendum.**

126 (B) SELLER authorizes BROKER to Withhold verbal offers Withhold all offers after SELLER accepts a
127 purchase and sale agreement unless it is a short sale.

128 (C) SELLER authorizes and BROKER agrees to: (1) cause the Property to be photographed, place the Property
129 and the photograph(s) in NEFMLS and to report to NEFMLS the terms and financing information on any resulting
130 sale for use and distribution by NEFMLS and NEFAR; (2) provide timely notice of status changes of the listing to
131 NEFMLS and provide sales information including selling price to NEFMLS upon sale of the Property; (3) if
132 BROKER desires, place appropriate sign(s) on the Property if permissible; (4) advertise the Property as BROKER
133 deems advisable except if limited in paragraph 4 or 5; (5) order and obtain all items necessary to close on the
134 sale of the Property including, but not limited to, title insurance, survey, home warranty; (6) at BROKER's option,
135 use SELLER's name in connection with marketing and advertising of the Property, before and after the sale; and
136 (7) obtain any information relating to the present encumbrances on the Property. SELLER hereby grants to
137 NEFMLS, NEFAR and BROKER the unlimited right to use, publish, disseminate, sell and license to others all
138 text, graphics, photos, videos, virtual tours, documents and any other types of data entered into the NEFMLS
139 system, and SELLER hereby releases to NEFMLS, NEFAR and BROKER all of the SELLER'S interests in all
140 intellectual property rights therein, and SELLER agrees to indemnify and hold them harmless from all losses,
141 damages, costs, and expenses, including reasonable attorneys' fees, which may be incurred because of third
142 party claims concerning intellectual property rights, which indemnity and hold harmless will survive performance
143 of this Agreement by BROKER, termination of this Agreement and the closing of the sale of the Property.
144 SELLER understands and agrees that public websites determine their own content and use of data, and therefore
145 NEFMLS, NEFAR and BROKER have no control over any electronic display and no obligation to remove any of
146 the above content from any electronic display at any time.

147 (D) ELECTRONIC DISPLAY (mark one of the following):

148 SELLER authorizes BROKER to display all listing content relating to the Property on any electronic display
149 without restriction except that information deemed confidential by NEFMLS.

150 SELLER authorizes BROKER to display all listing content relating to the Property on any electronic display
151 without restriction except that information deemed confidential by NEFMLS and the street address of the
152 Property.

153 If either of the above two boxes are marked, then SELLER must complete both of the following two selections:

154 SELLER does does not allow an electronic display to perform and display an Automated Valuation Model
155 (AVM) estimate of the market value of the Property or to link to any display to obtain such estimate.

156 SELLER does does not allow third parties to write comments, reviews or blogs concerning the Property,
157 or to link to an electronic display to obtain such comments, reviews or blogs on an electronic display.

158 SELLER does **not** authorize BROKER to display listing content relating to the Property on an electronic
159 display except internally within the NEFMLS system. SELLER understands and acknowledges that if SELLER
160 has selected this option consumers who conduct searches for listings on an electronic display will **not** see
161 information about the Property in response to their search. _____/_____ **initials** of SELLER

162 If SELLER withholds consent for listing content display on all electronic displays **except** BROKER's, BROKER
163 may take the listing but it is not eligible for inclusion in NEFMLS. _____/_____ **initials** of SELLER

164 **6. SELLER OBLIGATIONS:** SELLER agrees to: (A) cooperate with BROKER in carrying out the purposes of this
165 Agreement, and to refer immediately to BROKER all inquiries regarding the sale of the Property; (B) provide
166 BROKER with keys to the Property and make the Property available to BROKER to show during reasonable
167 times; (C) make the Property available to a buyer, buyer representative, buyer's broker, buyer's licensed
168 inspectors/contractors, and appraisers for inspections and investigations during the time provided in the purchase
169 and sale agreement and to keep utilities active until closing; (D) inform BROKER prior to leasing, mortgaging or
170 otherwise encumbering the Property, **including advances on any home equity line of credit, or filing**
171 **bankruptcy**; (E) indemnify and hold BROKER harmless from all losses, damages, costs and expenses of any
172 nature, including reasonable attorney's fees, and from liability to any person which BROKER incurs because of
173 SELLER's negligence, representations, misrepresentations, actions, inactions, use of a lock box, and the
174 existence of facts materially affecting the value of the Property, which indemnity and hold harmless will survive
175 performance of this Agreement by BROKER, termination of this Agreement and the closing of the sale of the

176 Property; (F) authorize BROKER in response to inquiries from buyers and cooperating brokers to disclose the
177 existence of offers and whether such offers were obtained by the listing licensee, by another licensee of
178 BROKER, or by a cooperating broker; (G) comply with the Foreign Investment in Real Property Tax Act (FIRPTA)
179 if any SELLER is a "foreign person" as defined by FIRPTA, which may require SELLER to provide additional
180 funds at closing; SELLER agrees to disclose to closing attorney/settlement agent at least 10 days before closing if
181 any SELLER is not a U.S. citizen or resident alien; (H) comply with all mandatory disclosure requirements
182 imposed by federal and state laws and regulations, and by local ordinances including, but not limited to, those
183 pertaining to noise and airport notice zones, energy efficiency, radon gas and lead-based paint; (I) execute a
184 statutory general warranty deed, trustee's, personal representative's or guardian's deed as appropriate to the
185 status of SELLER unless otherwise specified here: _____ and
186 (J) not engage in any audio recording of a buyer, buyer's representatives, buyer's broker, inspectors, appraisers
187 when any of them are on the Property in accordance with Florida Statute 934.

188 The Property is subject to the following:

- 189 Homeowners' association fees and assessments in the amount of \$ _____ per _____
- 190 Master association fees and assessments in the amount of \$ _____ per _____
- 191 Capital contribution to homeowners' or condominium association in the amount of \$ _____
- 192 Condominium association fees and assessments in the amount of \$ _____ per _____
- 193 Condominium or homeowner's association special assessments in the amount of \$ _____ per _____
- 194 CDD fees and assessments in the amount of \$ _____ per year
- 195 Government/Public body special assessments, specifically _____ in the
196 amount of \$ _____ per _____

197 Association fees and assessments are payable to (include name, address, phone number, and email):

198 _____
199 _____
200 _____

201 A right of first refusal or option to buy the Property by the condominium or homeowner's association or anyone else

202 7. **DEPOSIT:** If SELLER is entitled to retain the buyer's binder deposit(s) as liquidated damages, after deducting
203 any unpaid closing costs incurred, the balance thereof shall be divided equally between SELLER and BROKER,
204 except BROKER's share shall not exceed the total amount of the brokerage fee specified below.

205 8. **COMPENSATION and COOPERATION:** Broker will cooperate with and compensate, as stated below,
206 NEFMLS brokers, NEFMLS Reciprocal Brokers and any broker who reciprocates with NEFMLS. For finding a
207 buyer ready, willing and able to purchase the Property, SELLER will pay BROKER, no later than the date of
208 closing, a brokerage fee of \$ _____ and _____% of the purchase price or
209 \$ _____, whichever is greater, whether the buyer is secured by BROKER, SELLER, or any other
210 person. BROKER agrees to pay

211 _____% of the purchase price or \$ _____ to a single agent for the buyer;

212 _____% of the purchase price or \$ _____ to a transaction broker for the buyer; and

213 _____% of the purchase price or \$ _____ to a non-representative (broker who has no brokerage
214 relationship with the buyer).

215 If no compensation is offered, the Property cannot be placed in NEFMLS. SELLER hereby directs closing

216 attorney/settlement agent to disburse at closing all compensation to brokers payable hereunder.

217 The brokerage compensation is due in the following circumstances: (1) if any interest in the Property is
218 transferred, whether by sale, exchange, governmental action, bankruptcy or any other means of transfer,
219 regardless of whether the buyer is secured by BROKER, SELLER or any other person or entity; (2) if SELLER
220 refuses or fails to sign an offer at the price and terms stated in this Agreement or any amendments to this
221 agreement, fails to perform or defaults on an executed purchase and sale agreement, or agrees with buyer to
222 cancel an executed purchase and sale agreement without BROKER'S written consent. If there is a conveyance of
223 the Property within 12 months after termination of this Agreement to any person or entity to whom the Property
224 has been shown during the term of this Agreement, including any extension(s) hereof, SELLER will pay the full
225 brokerage compensation to BROKER on demand. However, no brokerage compensation will be due BROKER if,
226 after this Agreement is terminated, the Property is listed with another broker and sold through that broker. In any
227 sale of the Property, permission is given to BROKER to represent and receive brokerage compensation from both
228 a buyer and SELLER. Notwithstanding the foregoing, in the event the Property is rented or leased during the term
229 of this Agreement or within 12 months after termination of this Agreement to any person or entity to whom the
230 Property has been shown during the term of this Agreement, including any extensions(s) hereof, SELLER will pay
231 BROKER a rental or leasing fee of _____% of the gross rentals paid or to be paid, or a flat fee of \$_____,
232 whichever is greater, on the date SELLER enters into a lease or an agreement to lease, whichever is earlier;
233 however, no rental or leasing fee will be due BROKER if, after this Agreement is terminated, the Property is listed
234 with another broker and rented or leased through that broker. If there is a conveyance of title of the Property to
235 any such person or entity (tenant) within 12 months from the termination of any lease or rental agreement or
236 extensions thereof, SELLER will pay BROKER the full brokerage compensation on demand. The aforementioned
237 brokerage compensation is fair and reasonable and a result of arm's length negotiations. Closing is not a
238 prerequisite for the brokerage compensation being earned and payable to BROKER.

239 **9. DAMAGES:** SELLER and BROKER acknowledge that damages suffered by BROKER in the event SELLER
240 cancels this Agreement or otherwise prevents performance hereunder prior to BROKER finding a buyer ready,
241 willing and able to purchase the Property are unascertainable at the present time, and that BROKER will incur
242 damages, such as expenses for overhead, advertising, transportation and time. Accordingly, in the event this
243 Agreement is canceled by SELLER or SELLER otherwise prevents performance hereunder prior to BROKER
244 finding a buyer ready, willing and able to purchase the Property, SELLER agrees to pay BROKER on demand, as
245 liquidated damages, _____% of the then current listing price or \$_____,
246 the same being bonafide, fair and reasonable, and a result of arm's length negotiations.

247 **10. DISPUTES AND WAIVER OF JURY TRIAL:** All controversies and claims between SELLER and BROKER,
248 directly or indirectly, arising out of or relating to this Agreement or the Property will be determined by non-jury trial.
249 SELLER and BROKER hereby knowingly, voluntarily and intentionally waive any and all rights to a trial by jury in
250 any litigation, action or proceeding involving SELLER or BROKER, whether arising directly or indirectly from this
251 Agreement or the Property or relating thereto. Each party will be liable for its own costs and attorney's fees.
252 Notwithstanding the foregoing, in the event of a dispute between the buyer and SELLER as to entitlement to the
253 binder deposit(s), the holder of the binder deposit(s) may file an interpleader action in accordance with applicable
254 law to determine entitlement to the binder deposit(s), and the interpleader's attorney's fees and costs shall be
255 deducted from the binder deposit(s) and assessed against the non-prevailing party, or the broker holding the
256 binder deposit(s) may request the issuance of an escrow disbursement order from the Florida Division of Real
257 Estate and, in either event, SELLER agrees to be bound thereby and shall indemnify and hold harmless the
258 holder of the binder deposit(s) from all losses, damages, costs, and expenses, including reasonable attorneys'
259 fees upon disbursement in accordance therewith. As used in this Paragraph 10, BROKER means BROKER and
260 all of Broker's licensees.

261 **11. MATERIAL FACTS AND DEFECTS:** SELLER represents that SELLER has no knowledge of facts materially
262 affecting the value of the Property other than those which the buyer can readily observe except _____
263 _____ . SELLER further represents that the
264 Property is not now and will not prior to closing be subject to a municipal or county code enforcement proceeding
265 and that no citation has been issued except _____

266 (If the Property is or becomes subject to such a proceeding prior to closing, SELLER shall comply with Florida
267 Statutes 125.69 and 162.06, notwithstanding anything contained within said Statutes to the contrary. SELLER
268 shall be responsible for compliance with applicable codes and all orders issued in such proceeding unless
269 otherwise agreed to between the parties in a purchase and sale agreement.) SELLER has received no written or
270 verbal notice from any governmental entity as to uncorrected building, environmental or safety code violations,
271 and SELLER has no knowledge of any repairs or improvements made to the Property not in compliance with
272 governmental regulations/permitting except _____
273 _____
274 _____
275 _____
276 _____

277 To the best of SELLER'S knowledge, the Property:

278 was was not built prior to 1978. If the Property was built prior to 1978, the Lead Based Paint
279 Disclosure is required to be part of any purchase and sale agreement.

280 is is not located either partially or totally seaward of the Coastal Construction Control Line
281 (CCCL) as defined in Florida Statute 161.053. If the Property is located seaward of the CCCL, the Coastal
282 Construction Control Line Disclosure is required to be part of any purchase and sale agreement.

283 **12. COMPLETE AGREEMENT AND MISCELLANEOUS PROVISIONS:** There are no agreements, promises or
284 understandings, either expressed or implied, between SELLER and BROKER other than those specifically set
285 forth herein. This Agreement is not binding until it is signed and delivered by SELLER and BROKER including by
286 electronic media such as facsimile or email. Any written communication or notice between BROKER and
287 SELLER may be sent by facsimile or email. This Agreement may be signed in counterparts. Modifications to this
288 Agreement will not be binding unless in writing, signed and delivered by SELLER and BROKER, except
289 modifications communicated by email do not require a signature of SELLER or BROKER. **If any SELLER is**
290 **married and BROKER has not been notified in writing by any SELLER that divorce proceedings are**
291 **pending, any modification to this Agreement and/or communication (including without limitation price**
292 **changes, extensions and changes to NEFMLS listing information) from either spouse shall be deemed**
293 **binding on the other spouse and may be relied upon by BROKER, and SELLER hereby appoints**
294 **SELLER's spouse as attorney in fact for these purposes.** Headings are for reference only and shall not be
295 deemed to control interpretations. If any provision of this Agreement is or becomes invalid or unenforceable, all
296 remaining provisions will continue to be fully effective. All references to a time of day shall be Eastern Time.
297 **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** SELLER represents that all prior agreements regarding the
298 sale of the Property have been terminated. The Property is to be offered to any person without regard to race,
299 color, religion, sex, handicap, familial status, national origin, sexual orientation or gender identity. This is a legal
300 contract and binds SELLER and the heirs, legal representatives, successors and assigns of SELLER and the
301 assigns of BROKER. BROKER may terminate this Agreement without cause upon 24 hours written notice to
302 SELLER. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue
303 for any litigation shall be in the county where the listing office is located.

304 **Neither BROKER nor BROKER's licensees are experts in legal and tax matters. BROKER advises SELLER**
305 **to seek professional legal, tax and financial advice regarding this transaction.**

306 **13. BROKERAGE RELATIONSHIP:** Under this Agreement, BROKER will act as a transaction broker. BROKER
307 will deal honestly and fairly with SELLER, will account for all funds, will use skill, care and diligence in the
308 transaction, will disclose all known facts that materially affect the value of the Property, if residential, which are not
309 readily observable to the buyer, will present all offers and counteroffers in a timely manner unless SELLER directs
310 BROKER to do otherwise in writing, and BROKER will have limited confidentiality with SELLER unless waived in
311 writing.

312 **14. ADDITIONAL TERMS AND CONDITIONS:** _____
313 _____
314 _____
315 _____
316 _____
317 _____

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322

323

324

15. **SELLER AUTHORIZATION:** SELLER hereby authorizes BROKER and closing attorney/settlement agent to communicate with SELLER's lenders, foreclosure attorneys, bankruptcy trustee and other encumbrance holders, to obtain payoff/estoppel letters from them, and to obtain Homeowner's and Condominium association estoppel/status letters and any other information on behalf of SELLER. This authorization applies to BROKER and all of BROKER's licensees.

325

326

16. **SOCIAL SECURITY NUMBER OR TAX ID NUMBER:** SELLER agrees to provide SELLER's complete Social Security or Tax I.D. number to closing attorney/settlement agent upon request.

327

17. **FIRPTA:** Mark if any SELLER is not a U.S. citizen or resident alien.

328

329

18. **RECEIPT:** Pursuant to Florida Statute 475, BROKER must provide SELLER with a copy of this Agreement within 24 hours of execution by BROKER and SELLER.

330

331

SELLER Printed Name

SELLER Signature

Date

332

333

SELLER Printed Name

SELLER Signature

Date

334

335

SELLER Printed Name

SELLER Signature

Date

336

337

SELLER Printed Name

SELLER Signature

Date

338

Preferred Contact Information:

339

340

Mailing Address

341

342

Email Address

343

344

Phone Number(s)

345

346

BROKER Firm Name

Listing Office Phone #

347

348

Listing Office Address

349

350

Signature of Listing Licensee

Date

351

352

Printed Name of Listing Licensee

Listing Licensee Phone #

353

354

Listing Licensee Email Address