



**LISTING OF RESIDENTIAL VACANT LAND  
EXCLUSIVE RIGHT AND AUTHORITY TO SELL CONTRACT**



THIS LISTING OF RESIDENTIAL VACANT LAND EXCLUSIVE RIGHT AND AUTHORITY TO SELL CONTRACT (this "Contract") is made and entered into between:

\_\_\_\_\_ ("SELLER") and  
\_\_\_\_\_ ("BROKER").

SELLER hereby gives BROKER the EXCLUSIVE RIGHT AND AUTHORITY TO SELL that certain real property described below (the "Property") and personal property described below, for a period of time commencing on \_\_\_\_\_ ("Commencement Date"), and terminating on \_\_\_\_\_, or any renewal thereof ("Termination Date"). The Commencement Date shall be the date this Contract is signed by SELLER if no Commencement Date is inserted. The Termination Date shall be 270 days from the Commencement Date if no Termination Date is inserted. If SELLER, prior to the Termination Date, enters into a contract to convey SELLER's interest in the Property, the Termination Date and this Contract shall automatically be extended until the earlier of the closing or termination of said contract.

**1. THE PROPERTY.**

A. Property Interest: SELLER represents that SELLER owns the Property, or has an equitable or proprietary interest in, an exclusive right to use, or a contractual right to acquire the Property, and has the right to sell and convey the Property, or has the right to sell and convey SELLER's interest in, exclusive right of use of, or right to acquire the Property. SELLER is advised to seek legal counsel to confirm the exact nature, validity and transferability of SELLER's interest in the Property and SELLER's representations set forth herein.

If applicable, SELLER shall convey SELLER's exclusive right to use any common elements or common areas to which SELLER has an exclusive right of use and the right to convey.

B. Property Legal Description: \_\_\_\_\_

C. Property Address: \_\_\_\_\_

D. Property Tax Identification Number: \_\_\_\_\_

E. Reserve account balances, if any.

2. This EXCLUSIVE RIGHT AND AUTHORITY TO SELL shall be for the following purchase price: \$ \_\_\_\_\_, or upon any other price and terms or exchange to which SELLER may hereafter consent.

3. In consideration of the granting of this EXCLUSIVE RIGHT AND AUTHORITY TO SELL, the BROKER agrees as follows:

A. To become informed about the Property.

B. To make an earnest and continuing effort to sell the Property. However, this Contract does not guarantee that such efforts will result in a sale of the Property, and SELLER affirms that no such sale assurances or guarantees have been made or implied by BROKER.

C. To promote the Property as BROKER deems appropriate.

D. To distribute such Property and listing information as BROKER deems appropriate to other real estate brokers, and to cooperate with such brokers in procuring a buyer for the Property. In the event a buyer is procured by a cooperating broker, BROKER will assist the cooperating broker to complete the sale. BROKER [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]:  (1) shall  (2) shall not enter this listing into the Multiple Listing Service(s) ("MLS") within 5 business days of the Commencement Date.

E. To promptly pay the cooperating broker participating in the sale of the Property after receipt by BROKER of the Compensation provided for in Paragraph 10.E. of this Contract. BROKER has explained (1) BROKER's policy regarding cooperation with and compensation to other brokers, and (2) that buyer agents and brokers, even if compensated by BROKER or SELLER, may represent the interests of a buyer. BROKER will offer a cooperating broker compensation in the amount of [SELECT ONE AND FILL IN THE APPLICABLE % OR AMOUNT]:  (1) \_\_\_\_\_% of the purchase price or (2) \$ \_\_\_\_\_ BROKER's agreement to cooperate with and compensate other brokers extends to:  subagents  transaction brokers  single agent  no brokerage relationship (CHECK ALL THAT APPLY).

- F. To keep SELLER informed as to BROKER's efforts in achieving a sale and closing of the Property.
- G. To take reasonable precautions to prevent damage in the process of showing the Property or in permitting others to show the Property.
- H. If BROKER participates in the Broker Reciprocity Program, to display the Property on other brokers' websites through the program, unless SELLER elects not to participate. BROKER has explained the program to SELLER. SELLER [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]:  (1) does or  (2) does not authorize BROKER to include this property listing in the program.

4. In the event BROKER secures a buyer for the Property, and unless the Sales Contract provides otherwise, SELLER agrees to the following:

A. To provide and pay for the following when applicable, including any sales tax due thereon:

(1) the title evidence or credit in lieu thereof as specified in the Sales Contract; (2) if the Property is located in Lee or Charlotte County, the premium for the owners title insurance policy, and the charges for title search, title examination, and title continuation through the date of deed recording; (3) preparation of statutory warranty deed (or special warranty deed if SELLER is a fiduciary), condominium/homeowner association estoppel letter(s), tenant estoppel letter(s), copies and assignment(s) of lease(s), and an affidavit regarding liens, possession, and withholding under FIRPTA, in a form sufficient to allow "gap" coverage by title insurance; (4) mortgage payoff letter from existing lender(s); (5) documentary stamps on deed; (6) real estate BROKER's compensation (to be disbursed by closing agent at closing); (7) the full amount of condominium/homeowners association special assessments and governmentally imposed liens or special assessments (other than CDD/MSTU assessments addressed in Paragraph 13 below) which are a lien or a special assessment that is certain as to the identity of the lienor or assessor, the property subject to the lien or special assessment, and the amount of the lien or special assessment, on or before the Effective Date of the Sales Contract; (8) SELLER's attorney's fees and closing fees; and (9) if SELLER is subject to withholding under FIRPTA, reasonable charges associated with withholding, escrowing and/or remitting funds, and preparing the withholding certificate application and/or tax return related thereto.

B. To convey marketable title by general or special warranty deed, free and clear of all liens and encumbrances, except those items which the BUYER agrees to assume.

C. To deliver possession and occupancy of the Property on the Closing Date.

D. To prorate the following:

(1) ad valorem real and personal property taxes based on the current year (if available), otherwise on the prior year's bill (without discount) and prorated upon receipt of the actual tax bill if requested by either party; (2) interest on any assumed indebtedness; (3) rent; and (4) condominium/homeowner association assessments and CDD/MSTU operating and maintenance assessments.

E. To grant to the Buyer at closing a credit equivalent to the amount of any security deposit and prepaid rents held by SELLER, and any accrued interest thereon, or alternatively to convey or assign to BUYER ownership of the account in which the deposits and prepaid rents, and any accrued interest thereon, are held.

5. SELLER represents and warrants that (A) to the best of SELLER's knowledge no other party has a legal or equitable ownership interest in the Property (If SELLER's interest in the Property is equitable or proprietary, or SELLER has the exclusive right to use, or has a contractual right to acquire the Property, another party may have an interest in the Property); and (B) SELLER has the authority to enter into this Contract.

6. BROKER, and any cooperating broker or other legally authorized escrow agent, are authorized to accept and hold in escrow all deposit monies paid on the purchase of the Property, and the duties of any escrow agent relative thereto shall be in accordance with the applicable laws of the State of Florida and regulations of the Florida Real Estate Commission.

7. The Property shall be offered, shown and made available for sale to all persons without regard to race, religion, color, sex, familial status, national origin, or handicap, in full compliance with the federal, state and local fair housing laws.

8. The laws of the State of Florida shall control in interpretation and enforcement of this Contract. In the event any litigation or dispute arises out of this Contract, venue for resolution shall be the county where the Property is located, with the prevailing party entitled to recover from the non-prevailing party reasonable attorneys fees and court costs relating thereto.

9. This Contract constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, successors and assigns. This Contract shall be binding and enforceable upon execution by SELLER and BROKER. Thereafter, this Contract cannot be terminated or modified in any manner, except by an agreement in writing, signed by SELLER and BROKER.

10. In consideration of the obligations of the BROKER, the SELLER agrees:

A. To refer immediately to BROKER all inquiries about the Property, whether those inquiries are from other brokers or any other persons or entities.

B. To provide BROKER, or those working by or through BROKER, access to any improvements on the Property for the purpose of inspection or presenting it to prospective purchasers at reasonable hours, and to otherwise cooperate with BROKER in carrying out the purposes of this Contract.

C. To comply with all applicable statutory and regulatory disclosure requirements.

D. To provide BROKER with all relevant information relating to the Property, including information known to SELLER which materially affects the value of the Property. SELLER shall inform BROKER of any obligations which may affect SELLER's or BROKER's performance under this Contract, and shall provide to BROKER copies of any documents containing said obligations, including, but not limited to current lease(s), expired lease(s) or lease purchase options which impose a continuing liability upon SELLER to pay compensation to a party other than BROKER in the event a previous tenant/lessee purchases the Property.

E. To pay BROKER compensation in the amount of \_\_\_\_\_ of the purchase price (the "Compensation") for BROKER's services in finding a buyer ready, willing and able to purchase the Property to be deducted from SELLER's sales proceeds and disbursed by the closing agent at closing. If the proceeds of the sale are not sufficient to pay BROKER's Compensation, then SELLER's separate funds shall be used to satisfy the amount due at closing. SELLER authorizes BROKER to share the Compensation with a cooperating broker participating in the sale of the Property.

F. To pay BROKER leasing compensation of \_\_\_\_\_ if the Property is rented during the term of this Contract, unless SELLER is a party to a valid Exclusive Right to Lease Agreement as of the effective date of this Contract. The fee shall be paid to BROKER when BROKER, SELLER, or anyone working by or through BROKER produces a tenant acceptable to SELLER. Whether or not SELLER was a party to a valid Exclusive Right to Lease Agreement for the Property, if the tenant purchases the Property during his tenancy or within \_\_\_\_\_ months following the lease termination, BROKER shall be paid the Compensation as set forth in Paragraph 10.E. at the time of the closing of the sale to the tenant.

G. To pay the Compensation due BROKER in the event of a sale, exchange or transfer of any interest in the Property, during the term of this Contract, whether such transaction, sale or exchange is accomplished by BROKER, or by any other person or entity, including SELLER.

H. To pay the Compensation to BROKER if the Property, or any interest therein or right of use or purchase, is sold or contracted to be sold or otherwise transferred within \_\_\_\_\_ days after the Termination Date to anyone with whom BROKER, or those working by or through BROKER, or SELLER, has had contact regarding the Property prior to the Termination Date. However, the obligation to pay the Compensation to BROKER shall cease if a bona fide Exclusive Right and Authority to Sell Contract is entered into with another licensed real estate broker to become effective after the Termination Date and a sale, lease, exchange or contract for the sale of the Property is made during the term thereof.

I. If the listing is entered into MLS, SELLER authorizes BROKER to provide MLS with (1) factual data about the physical characteristics of the Property; (2) timely notice of status changes relating to the listing; (3) pending sales information (excluding price); and (4) the closed sales price upon the sale of the Property. SELLER grants to BROKER the right to authorize MLS to incorporate the aforementioned information into its database. SELLER and BROKER acknowledge and agree that all database compilations are owned exclusively by MLS, which shall have the sole and exclusive right to license access to the data in the database, including data about the Property, as MLS deems appropriate.

J. To permit photographs and/or videos of the Property to assist the Broker in marketing the Property.

## 11. SELLER'S DISCLOSURES.

A. SELLER acknowledges and understands that if SELLER knows of facts or conditions materially affecting the value of the Property, which are not readily observable, SELLER has an obligation to disclose all such facts and conditions to a buyer and to BROKER. All such known facts and conditions shall be set forth in writing in Paragraph 15., "Other Terms and Conditions" below, or by written document attached hereto and presented at the time of execution of this Contract. SELLER has fully reviewed this Contract and the information relevant to the Property (as shown in the listing information herein and/or the SELLER's Disclosure Statement, if applicable), and SELLER warrants, to the SELLER's best knowledge, the accuracy of the information. SELLER agrees to indemnify and hold harmless BROKER and those relying thereon for damages resulting from the inaccuracy of the information, facts and conditions provided.

B. SELLER  does or  does not elect to complete a seller's disclosure form. In the event that a seller's disclosure form is completed, SELLER agrees to update the disclosure form from time to time as the condition of the Property warrants.

C. SELLER  is not or  is a foreign person or entity as defined in the Internal Revenue Code. If SELLER is a foreign person or entity, SELLER may be subject to Internal Revenue Service withholding requirements at closing.

D. Sellers shall provide the "Homeowners' Association Disclosure Summary" to prospective Buyers if required by law.

12. **BROKERAGE RELATIONSHIP.** BROKER, or licensee of BROKER, has informed and disclosed to SELLER the brokerage relationship between BROKER and SELLER. BROKER's required disclosure notices have been provided to SELLER and the brokerage relationship is:

\_\_\_\_\_. (If left blank, transaction broker relationship shall apply.)

13. **COMMUNITY DEVELOPMENT DISTRICT/MUNICIPAL SERVICE OR BENEFIT TAXING UNIT:** If the Property is located within a community development district (CDD) or municipal service or benefit taxing unit (MSTU), Seller shall be required to pay in full at closing any outstanding capital assessment balance owed to the CDD or MSTU, unless the Buyer agrees in the Sales Contract to assume said outstanding capital assessment balance.

14. **DEFAULT.** If the transaction shall not be closed because of the refusal, failure or inability of SELLER to perform, or if SELLER fails or refuses to enter into a contract with a ready, willing and able buyer of the Property, SELLER shall pay the Compensation to BROKER set forth in Paragraph 10 E in full upon demand by BROKER. In such event, this Contract shall not be terminated, but shall continue in full force and effect. In the event SELLER fails or refuses to pay BROKER's Compensation after demand by BROKER, SELLER hereby grants to BROKER the right to place a lien on the Property, which lien shall survive termination of this Contract, and which can be foreclosed in the same manner as a mortgage on real property. In the event deposits are retained by SELLER, 50% thereof, but not exceeding the full amount of the Compensation to BROKER, shall be paid to BROKER as full consideration for BROKER's services, including costs expended by BROKER, and the balance shall be paid to SELLER.

15. **OTHER TERMS AND CONDITIONS:** \_\_\_\_\_

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IN WITNESS WHEREOF, SELLER and BROKER hereto have executed this Contract on the day and year below provided, with each party acknowledging receipt of a copy thereof.

\_\_\_\_\_  
(Seller's Signature) (Date) (Seller's Signature) (Date)

\_\_\_\_\_  
(Seller's Printed Name) (Seller's Printed Name)

Seller's Mailing Address: \_\_\_\_\_

Seller's Contact: (Home) \_\_\_\_\_ (Office) \_\_\_\_\_ (Cell) \_\_\_\_\_ (Fax) \_\_\_\_\_

Email Address: \_\_\_\_\_ Property Telephone: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Broker's Signature) (Date) (Licensee's Printed Name)

Brokerage Firm Name: \_\_\_\_\_