

# Compensation Agreement – Seller’s Broker to Buyer’s Broker



## 1. PARTIES

Seller’s Broker: \_\_\_\_\_ (“Seller’s Broker”)

Buyer’s Broker: \_\_\_\_\_ (“Buyer’s Broker”)

## 2. PROPERTY

Property Address: \_\_\_\_\_

(insert address)

\_\_\_\_\_, (“Property”).

## 3. BUYER’S NAME (OPTIONAL - COMPLETE IF APPLICABLE)

\_\_\_\_\_, including any affiliates, successors, or assigns (“Buyer”).

## 4. TERM

This Compensation Agreement takes effect when a fully executed copy has been delivered to all parties to this Agreement and will remain in effect for \_\_\_\_\_ (if left blank, then 30) days (“Term”). In no event shall the Term extend past the termination date of Seller’s Broker’s current listing of the Property, including any extensions or effective protection periods; except that, upon full execution of a contract for sale and purchase by a buyer of the Property procured by the Buyer’s Broker (“Purchase Agreement”), the Term will automatically extend through the date of the actual closing of the Purchase Agreement.

## 5. BUYER’S BROKER COMPENSATION

Seller’s Broker will compensate Buyer’s Broker as stated below at closing of Property if Buyer identified above in paragraph 3 closes on Property and Buyer’s Broker is the procuring cause of the sale of Property during the Term. If no buyer is identified in paragraph 3, Buyer’s Broker will be compensated at closing of Property if Buyer’s Broker is procuring cause of the sale of Property during the Term.

Seller’s Broker agrees to compensate Buyer’s Broker (CHECK ONE):

- \$ \_\_\_\_\_ (flat fee)
- \_\_\_\_\_ % of the gross purchase price of the Property plus \$ \_\_\_\_\_
- other (specify): \_\_\_\_\_

Other terms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller’s Broker (\_\_\_\_\_) and Buyer’s Broker (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 2. *The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.*

**6. ARBITRATION**

By initialing in the space provided, **Seller’s Broker or Authorized Associate** (\_\_\_\_) and **Buyer’s Broker or Authorized Associate** (\_\_\_\_) agree that any unresolvable dispute between Seller’s Broker and Buyer’s Broker will be submitted to binding arbitration by mutual agreeable arbitrator in accordance with the rules of the American Arbitration Association, or, if applicable, the most recent version of the National Association of Realtors Code of Ethics and Arbitration Manual.

**7. MISC. CLAUSES**

This Agreement will be construed under Florida law. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by the parties hereto. Electronic signatures will be acceptable and binding.

**Broker’s commissions are not set by law and are fully negotiable.** In no event will Buyer’s Broker’s compensation exceed the amount of compensation in Buyer’s Broker’s separate written agreement with Buyer.

Seller’s Broker

Buyer’s Broker

\_\_\_\_\_  
Broker or Authorized Associate

\_\_\_\_\_  
Broker or Authorized Associate

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Seller’s Broker (\_\_\_\_) and Buyer’s Broker (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 2. *The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.*

# Compensation Agreement - Seller to Buyer's Broker



## 1. PARTIES

This Seller to Buyer's Broker Compensation Agreement is between:

Buyer's Broker: \_\_\_\_\_ ("Buyer's Broker")  
and

Seller: \_\_\_\_\_ ("Seller")

## 2. PROPERTY

Property Address: \_\_\_\_\_  
(insert address)  
\_\_\_\_\_  
("Property") listed by  
\_\_\_\_\_  
("Seller's Broker").

## 3. TERM

This Compensation Agreement takes effect when a fully executed copy has been delivered to all parties to this Agreement and will remain in effect for \_\_\_\_\_ (if left blank, then 30) days ("Term"). In no event shall the Term extend past the termination date of Seller's Broker's current listing of the Property, including any extensions or effective protection periods; except that, upon full execution of a contract for sale and purchase by a buyer of the Property procured by the Buyer's Broker ("Purchase Agreement"), the Term will automatically extend through the date of the actual closing of the Purchase Agreement.

## 4. BUYER'S BROKER COMPENSATION

If Buyer's Broker is the procuring cause of the sale of Property during the Term, Seller will compensate Buyer's Broker as stated below at closing of Property.

Seller agrees to compensate Buyer's Broker (CHECK ONE):

- \$ \_\_\_\_\_ (flat fee)
- \_\_\_\_\_ % of the gross purchase price of the Property plus \$ \_\_\_\_\_.
- other (specify): \_\_\_\_\_

Other terms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller (\_\_\_\_\_) (\_\_\_\_\_) and Buyer's Broker (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 2.  
*The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via any field in the Multiple Listing Service.*

Seller acknowledges that compensation paid to Buyer's Broker is for services Buyer's Broker provided to buyer.

**5. DISPUTE RESOLUTION**

All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation with a mediator agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:

**Arbitration:** By initialing in the space provided, **Seller** (\_\_\_\_) (\_\_\_\_) and **Buyer's Broker or Authorized Associate** (\_\_\_\_) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.

**6. MISC. CLAUSES**

This Agreement will be construed under Florida law. Electronic signatures will be acceptable and binding.

**Broker's commissions are not set by law and are fully negotiable.** In no event will Buyer's Broker's compensation exceed the amount of compensation in the written agreement with buyer.

Seller

Seller

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Seller's Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer's Broker

\_\_\_\_\_  
Broker or Authorized Associate

Date: \_\_\_\_\_

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**Modification to Compensation Agreement -  
Seller's Broker to Buyer's Broker**



Seller's Broker \_\_\_\_\_  
and Buyer's Broker \_\_\_\_\_ agree to amend the  
Compensation Agreement – Seller's Broker to Buyer's Broker, regarding the Property located at address:

\_\_\_\_\_ ("Property") as follows:

**(Check as applicable):**

- The Term shall be extended an additional \_\_\_\_ days.
- The compensation to Buyer's Broker will be:
  - \$ \_\_\_\_\_ (flat fee)
  - \_\_\_\_\_% of the gross purchase price of the Property plus \$ \_\_\_\_\_.
  - Other: \_\_\_\_\_

Other terms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

This Modification to Compensation Agreement - Seller's Broker to Buyer's Broker amends the above-referenced agreement between the above-referenced parties. All other non-conflicting provisions of that agreement remain in full force and effect. **Commissions are not set by law and are fully negotiable.** In no event will Buyer's Broker's compensation exceed the amount of compensation in the written agreement with Buyer.

Seller's Broker or Authorized Associate: \_\_\_\_\_  
Date: \_\_\_\_\_

Buyer's Broker or Authorized Associate: \_\_\_\_\_  
Date: \_\_\_\_\_

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**Modification to Compensation Agreement - Seller to Buyer's Broker**



Seller \_\_\_\_\_  
and Buyer's Broker \_\_\_\_\_ agree to amend the  
Compensation Agreement – Seller to Buyer's Broker, regarding the Property located at address:

\_\_\_\_\_ (“Property”) as follows:

**(Check as applicable):**

- The Term shall be extended by an additional \_\_\_\_ days.
- The compensation to Buyer's Broker will be:
  - \$ \_\_\_\_\_ (flat fee)
  - \_\_\_\_\_% of the gross purchase price of the Property plus \$ \_\_\_\_\_.
  - Other: \_\_\_\_\_

Other terms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

This Modification to Compensation Agreement – Seller to Buyer's Broker amends the above-referenced agreement between the above-referenced parties. All other non-conflicting provisions of that agreement remain in full force and effect. **Commissions are not set by law and are fully negotiable. In no event will Buyer's Broker's compensation exceed the amount of compensation in the written agreement with Buyer.**

Seller: \_\_\_\_\_  
Date: \_\_\_\_\_

Seller: \_\_\_\_\_  
Date: \_\_\_\_\_

Buyer's Broker or Authorized Associate: \_\_\_\_\_  
Date: \_\_\_\_\_

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Exclusive Right of Sale Listing Agreement

This Exclusive Right of Sale Listing Agreement ("Agreement") is between \_\_\_\_\_ ("Seller") and brokerage RE/MAX ALLIANCE GROUP ("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 \_\_\_\_\_ and terminating at 11:59 p.m. on \_\_\_\_\_ ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. 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. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

2. Description of Property:

(a) Street Address: \_\_\_\_\_ Legal Description: \_\_\_\_\_  See Attachment \_\_\_\_\_

(b) Personal Property, including appliances: Refrigerator(s), Range, Dishwasher, Microwave, Clothes Washer & Dryer, Ceiling Fans, Window Treatments  See Attachment \_\_\_\_\_

(c) Occupancy: Property  is  is not currently occupied by a tenant. If occupied, the lease term expires \_\_\_\_\_.

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 (specify) \_\_\_\_\_

Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ \_\_\_\_\_ with the following terms: \_\_\_\_\_  Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ \_\_\_\_\_ plus an assumption fee of \$ \_\_\_\_\_. The mortgage is for a term of \_\_\_\_\_ years beginning in \_\_\_\_\_, at an interest rate of \_\_\_\_\_%  fixed  variable (describe) \_\_\_\_\_.

Lender approval of assumption  is required  is not required  unknown. Notice to Seller: (1) You may remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing. (2) Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are advised to consult with a legal or mortgage professional to make this determination.

(c) Seller Expenses: Seller will pay mortgage discount, other closing costs, or concessions not to exceed \$ \_\_\_\_\_, and any other expenses Seller agrees to pay in connection with a transaction.

4. Broker Obligations: Broker agrees to make diligent and continued efforts to sell the Property in accordance with this Agreement until a sales contract is pending on the Property. This includes, except when not in Seller's best interests, cooperating and communicating with other brokers and making the property available for showings.

5. Multiple Listing Service: Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller because the Property will be exposed to a large number of potential buyers. As an MLS participant, Broker is obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). This listing will be published accordingly in the MLS unless Seller directs Broker otherwise in writing. (See paragraph 6(b)(i)). Seller authorizes Broker to report to the MLS this listing information and price, terms, and financing information on any resulting sale for use by authorized Board / Association members and MLS participants and subscribers unless Seller directs Broker otherwise in writing.

- 50 **6. Broker Authority: Seller** authorizes **Broker** to:
- 51 (a) Market the Property to the Public (unless limited in Paragraph 6(b)(i) below):
- 52 (i) Public marketing includes, but is not limited to, flyers, yard signs, digital marketing on public facing
- 53 websites, brokerage website displays (i.e. IDX or VOW), email blasts, multi-brokerage listing sharing
- 54 networks and applications available to the general public.
- 55 (ii) **Public marketing also includes marketing the Property to real estate agents outside Broker's**
- 56 **office.**
- 57 (iii) Place appropriate transaction signs on the Property, except if Paragraph 6(b)(i) is checked below.
- 58 (iv) Use **Seller's** name in connection with marketing or advertising the Property.
- 59  Display the Property on the Internet except the street address.
- 60 (b) Not Publicly Market to the Public/Seller Opt-Out:
- 61 (i.)  **Seller** does not authorize **Broker** to display the Property on the MLS.
- 62 (ii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), a For Sale will not be placed
- 63 upon the Property and
- 64 (iii.) **Seller** understands and acknowledges that if **Seller** checks option 6(b)(i), **Broker** will be limited to
- 65 marketing the Property only to agents within **Broker's** office.
- 66 \_\_\_\_\_/\_\_\_\_\_ **Initials of Seller**
- 67 (c) Obtain information relating to the present mortgage(s) on the Property.
- 68 (d) Provide objective comparative market analysis information to potential buyers.
- 69 (e) **(Check if applicable)**  Use a lock box system to show and access the Property. A lock box does not
- 70 ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock
- 71 box is for **Seller's** benefit and releases **Broker**, persons working through **Broker**, and **Broker's** local Realtor
- 72 Board / Association from all liability and responsibility in connection with any damage or loss that occurs.
- 73  Withhold verbal offers.  Withhold all offers once **Seller** accepts a sales contract for the Property.
- 74 (f) Act as a transaction broker.
- 75 (g) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These
- 76 websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or
- 77 reviews and comments about a property may be displayed in conjunction with a property on some VOWs.
- 78 Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews
- 79 about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or
- 80 comments and reviews about this Property.
- 81  **Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such
- 82 estimate) to be displayed in immediate conjunction with the listing of this Property.
- 83  **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or
- 84 display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.
- 85 **7. Seller Obligations:** In consideration of **Broker's** obligations, **Seller** agrees to:
- 86 (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to
- 87 **Broker** all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
- 88 (b) Recognize **Broker** may be subject to additional MLS obligations and potential penalties for failure to comply
- 89 with them.
- 90 (c) Provide **Broker** with keys to the Property and make the Property available for **Broker** to show during
- 91 reasonable times.
- 92 (d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.
- 93 (e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature,
- 94 including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's**
- 95 negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box; or (3) the
- 96 existence of undisclosed material facts about the Property. This clause will survive **Broker's** performance and
- 97 the transfer of title.
- 98 (f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).
- 99 (g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not
- 100 readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such
- 101 material facts (local government building code violations, unobservable defects, etc.) other than the following:
- 102 \_\_\_\_\_
- 103 **Seller** will immediately inform **Broker** of any material facts that arise after signing this Agreement.
- 104 (h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting
- 105 requirements, and other specialized advice.



- 106 **8. Compensation:** Seller will compensate Broker as specified below if a buyer is procured who is ready, willing,  
107 and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other  
108 terms acceptable to Seller. Seller will pay Broker as follows:
- 109 (a) Six (6) % of the total purchase price plus \$ 395.00 OR \$ \_\_\_\_\_, no  
110 later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's  
111 fee being earned.
- 112 (b) Ten (10) % (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is  
113 exercised, Seller will pay Broker the Paragraph 8(a) fee, less the amount Broker received under this  
114 subparagraph.
- 115 (c) Ten (10) % (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or  
116 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a  
117 contract granting an exclusive right to lease the Property.
- 118 (d) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by  
119 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether  
120 the buyer is secured by Seller, Broker, or any other person. (2) If Seller refuses or fails to sign an offer at the  
121 price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to  
122 cancel an executed sales contract. (3) If, within 180 days after Termination Date ("Protection Period"),  
123 Seller transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom  
124 Seller, Broker, or any real estate licensee communicated regarding the Property before Termination Date.  
125 However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another  
126 broker.
- 127 (e) **Retained Deposits:** As consideration for Broker's services, Broker is entitled to receive 50 % of all  
128 deposits that Seller retains as liquidated damages for a buyer's default in a transaction, not to exceed the  
129 Paragraph 8(a) fee.
- 130 (f) Brokerage commissions are not set by law and are fully negotiable.
- 131 **9. Notice to Seller Regarding Buyer Brokers:** The buyer's broker, even if compensated by Seller or Broker, will  
132 provide services for the buyer. Seller is advised and is aware that Seller may, but is not required to, compensate a  
133 buyer's broker upon closing. Seller may choose to enter into a separate written agreement to pay buyer's broker  
134 or may approve Broker to pay buyer's broker in accordance with paragraph 10. Seller also understands
- 135 (a) "Buyer's broker" may include this Broker if Broker also works with buyer on this transaction;  
136 (b) If this occurs during the duration of this listing, Broker will be entitled to the compensation in paragraph 8  
137 for services performed for Seller, as well as the buyer's broker compensation in paragraph 10(a) for  
138 services performed for buyer; the Seller should therefore take this into consideration when negotiating  
139 compensation; and  
140 (c) Broker may receive separate compensation from buyer for services rendered to buyer by Broker.
- 141 **10. Compensation to Buyer Brokers: Brokerage commissions are not set by law and are fully negotiable.**  
142 Seller approves the following (check all that apply; if no option is checked then option (c) is deemed to be  
143 selected):
- 144 (a)  Seller authorizes Broker to offer compensation to buyer's broker in the amount of: \_\_\_\_\_% of the  
145 purchase price or \$ \_\_\_\_\_. (This amount will be paid from Broker to buyer's broker from the  
146 compensation amount agreed to in paragraph 8.) This compensation will be set forth in a separate written  
147 agreement between Broker and buyer's broker.
- 148 (b)  Seller authorizes Broker to offer compensation to buyer's broker from Seller in the amount of:  
149 \_\_\_\_\_% of the purchase price or \$ \_\_\_\_\_. This compensation will be set forth in a separate  
150 written agreement between Seller and buyer's broker.
- 151 (c)  No compensation will be offered to buyer's broker.
- 152  
153
- 154 **11. Brokerage Relationship:** Broker will act as a transaction broker. Broker will deal honestly and fairly; will account  
155 for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect  
156 the value of the residential property which are not readily observable to the buyer; will present all offers and  
157 counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with  
158 Seller unless waived in writing.
- 159 **12. Conditional Termination:** At Seller's request, Broker may agree to conditionally terminate this Agreement. If  
160 Broker agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct  
161 expenses incurred in marketing the Property, and pay a cancellation fee of \$ \_\_\_\_\_ plus  
162 applicable sales tax. Broker may void the conditional termination, and Seller will pay the fee stated in Paragraph

Seller (\_\_\_\_) (\_\_\_\_) and Broker/Authorized Associate (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 5.  
The Parties acknowledge this form should not be used to share offers of compensation to buyer brokers or other buyer representatives via  
any field in the Multiple Listing Service.

163 8(a) less the cancellation fee if **Seller** transfers or contracts to transfer the Property or any interest in the Property  
164 during the time period from the date of conditional termination to Termination Date and Protection Period, if  
165 applicable.

166 **13. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other  
167 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be  
168 settled by first attempting mediation under the rules of the American Arbitration Association or other mediator  
169 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover  
170 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:  
171 **Arbitration:** By initialing in the space provided, **Seller** (\_\_\_\_) (\_\_\_\_), and **Broker or Authorized Associate**  
172 (\_\_\_\_) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in  
173 which the Property is located in accordance with the rules of the American Arbitration Association or other  
174 arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision  
175 of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and  
176 will equally split the arbitrator's fees and administrative fees of arbitration.

177 **14. Miscellaneous:** This Agreement is binding on **Seller's** and **Broker's** heirs, personal representatives,  
178 administrators, successors, and assigns. **Broker** may assign this Agreement to another listing office. This  
179 Agreement is the entire agreement between **Seller** and **Broker**. No prior or present agreements or representations  
180 will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and  
181 will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.  
182 The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories  
183 of potential or actual transferees.

184 **15. Additional Terms:** Seller hereby authorizes Brokers use of photo images of the home, inside and out, whether  
185 provided by Seller, taken by Sales Associate or a 3rd party photographer, to be published as a representation of  
186 the home in the MLS System and on web sites.

187 NOTICE: The use of Audio or Video surveillance/recording requires proper disclosure and consent from the parties  
188 being audio or video recorded. If you have any such surveillance/recording devices in or around your home you  
189 must disclose that to your agent. Failure to do so could create legal liability to you. Seller Represents that;  
190 \_\_\_\_\_ NO, they DO NOT OR \_\_\_\_\_ YES, they DO have Audio or Video surveillance/recording equipment on  
191 premises. If YES, then which: Video \_\_\_\_\_ Audio \_\_\_\_\_ (either surveillance or recording).

192 \_\_\_\_\_  
193 \_\_\_\_\_  
194 \_\_\_\_\_  
195 \_\_\_\_\_  
196 \_\_\_\_\_

197

198 **Seller's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

199 Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

200 Address: \_\_\_\_\_

201 Email Address: \_\_\_\_\_

202 **Seller's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

203 Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

204 Address: \_\_\_\_\_

205 Email Address: \_\_\_\_\_

206 **Broker or Authorized Sales Associate:** \_\_\_\_\_ **Date:** \_\_\_\_\_

207 Brokerage Firm Name: \_\_\_\_\_ RE/MAX ALLIANCE GROUP \_\_\_\_\_ Telephone: \_\_\_\_\_

208 Address: \_\_\_\_\_

209 Copy returned to **Seller** on \_\_\_\_\_ by  email  facsimile  mail  personal delivery.

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# Modification to Listing Agreement

\_\_\_\_\_ (“Owner”) or (“Seller”)

and  
brokerage \_\_\_\_\_ (“Broker”)  
agree to amend Florida Association of Realtors® (**Check one**)  Exclusive Right of Sale Listing Agreement,  Exclusive  
Brokerage Listing Agreement, or  Exclusive Right to Lease Listing Agreement, regarding the Property described as:

By use of this form, the parties agree to add the following language to all Listing Agreements where it is not already included:  
**Brokerage commissions are not set by law and are fully negotiable.**

### (Check as applicable)

- The Termination Date will be \_\_\_\_\_.
- The price and terms will be \_\_\_\_\_

- Compensation to Broker will be:
  - (a) \_\_\_\_\_ % of total purchase price plus \$ \_\_\_\_\_ OR \$ \_\_\_\_\_.
  - (b) \_\_\_\_\_ % of gross value of the lease; \_\_\_\_\_ % of the first month’s rent; OR \$ \_\_\_\_\_.

- Seller authorizes compensation to buyer’s broker as follows:
  - (a) \_\_\_\_\_ % of total purchase price OR \$ \_\_\_\_\_ paid by Broker.
  - (b) \_\_\_\_\_ % of total purchase price OR \$ \_\_\_\_\_ paid by Seller.
  - (c)  check here if Seller does not authorize compensation to buyer’s broker.

### **Brokerage commissions are not set by law and are fully negotiable.**

- Compensation to tenant’s/consumer’s broker will be: \_\_\_\_\_ % of the gross value of the lease;  
\_\_\_\_\_ % of the first month’s rent; or \$ \_\_\_\_\_.
- Compensation is owed to Broker if Property is transferred within \_\_\_\_\_ days after Termination Date.
- Check to add the following to a Listing Agreement dated prior to March 31, 2024: **The National Association of REALTORS® proposed settlement prohibits any requirements conditioning participation in a REALTOR® MLS on offering or accepting offers of compensation to buyer/consumer brokers or other buyer/consumer representatives; accordingly any reference to a requirement that compensation be offered in order to list the Property on an MLS is hereby deleted.**
- Fee to Broker if deposit is retained by Owner/Seller will be \_\_\_\_\_ % of deposit.
- Leasing fee to Broker will be \$ \_\_\_\_\_.
- Cancellation fee to Broker will be \$ \_\_\_\_\_.
- The parties agree to conditionally terminate the Agreement. Consumer will pay the agreed upon cancellation fee and the conditional termination date will be \_\_\_\_\_.
- Broker and Owner/Seller hereby agree to unconditionally terminate the Agreement. Owner/Seller agrees to reimburse Broker for all direct expenses incurred in marketing the Property. Broker and Owner/Seller mutually release each other from all obligations under the Agreement and release each other from any and all claims and actions arising from or related to the Agreement.
- Other: \_\_\_\_\_

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This Modification to Listing Agreement amends the above-referenced Agreement between Owner/Seller and Broker. All other non-conflicting provisions of that Agreement remain in full force and effect.

Owner/Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Broker or Authorized Sales Associate: \_\_\_\_\_ Date: \_\_\_\_\_

Copy returned to Owner/Seller on \_\_\_\_\_ by  email  text attachment  mail  personal delivery.

# Property Pre-Touring Agreement



I am a real estate licensee with \_\_\_\_\_ brokerage (“Broker”).

Consumer(s) \_\_\_\_\_, \_\_\_\_\_ (collectively “Consumer”) will use Broker’s services to view properties the parties mutually agree upon for \_\_\_\_ days from the date the last party signs this agreement.

## Broker compensation:

- **Brokerage commissions are not set by law and are fully negotiable.**
- You do not owe Broker any compensation at this time.
- If you wish to work with Broker to purchase property Broker shows you, Broker’s compensation for services Broker provides to you will be as follows (check as applicable), unless amended by the parties in writing:
  - \$ \_\_\_\_\_ (flat fee) due at closing.
  - \_\_\_\_\_ % of the gross purchase price plus \$ \_\_\_\_\_ due at closing.
  - other: \_\_\_\_\_
- If you wish to work with Broker to purchase a property, Broker may ask you to sign a separate agreement detailing the parties’ responsibilities during the sale.
- A seller or listing broker may agree to pay some or all of the above compensation. If a seller or listing broker agrees to pay Broker for services Broker performs for you, Broker will reduce the amount you owe accordingly.
- If you choose a property already listed by Broker, seller may pay Broker for services Broker performs for seller, and you will not be responsible for this compensation.
- **Broker’s compensation from any source will not exceed the amount of compensation in a written agreement with you.**

Consumer: \_\_\_\_\_

Date: \_\_\_\_\_

Consumer: \_\_\_\_\_

Date: \_\_\_\_\_

Brokerage Authorized Associate/Broker: \_\_\_\_\_

Date: \_\_\_\_\_

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# Showing Agreement

1. **PARTIES:** \_\_\_\_\_ (“Consumer”) agrees that if, between \_\_\_\_\_ and 11:59 p.m. on \_\_\_\_\_, **Consumer** becomes interested in touring, negotiating the purchase, option, exchange, lease or other acquisition of any of the properties listed below, **Consumer** will utilize the professional services of \_\_\_\_\_ (“**Broker**”). Should **Consumer** enter into either a fully executed contract for sale and purchase or a contract to lease on Property listed in paragraph 2, the term of this Agreement will automatically extend through the date of the actual closing or lease execution by all parties.

2. **PROPERTY:** This Agreement applies to the following properties:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **BROKER'S OBLIGATIONS:**

- (a) **Broker Assistance.** If **Consumer** wants to negotiate a transaction on any of the above properties, **Broker** will:
  - use **Broker's** professional knowledge and skills;
  - use diligent effort to show **Consumer** the above-described properties;
  - assist **Consumer** in negotiating and closing any resulting transaction; and
  - cooperate with real estate licensees working with the owner, if any, to complete a transaction.
- (b) **Other Consumers.** **Consumer** agrees that **Broker** may work with other prospective consumers who want to acquire the same property as **Consumer**. **Consumer** agrees that **Broker** may make competing consumers aware of the existence of any offer **Consumer** makes, so long as **Broker** does not reveal any material terms or conditions of the offer without **Consumer's** prior written consent.
- (c) **Fair Housing.** **Broker** adheres to the principles expressed in the Fair Housing Act and will not participate in any act that unlawfully discriminates on the basis of race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.
- (d) **Service Providers.** **Broker** does not warrant or guarantee products or services provided by any third party whom **Broker**, refers or recommends to **Consumer** in connection with property acquisition.

4. **CONSUMER'S OBLIGATIONS:** **Consumer** agrees to cooperate with **Broker** in accomplishing the objectives of this Agreement, including:

- immediately contacting **Broker** upon deciding to negotiate for the acquisition of one or more of the above-listed properties;
- informing any other real estate licensee with whom **Consumer** has contact that **Consumer** has contracted to work with **Broker** with regard to the properties listed above;
- providing **Broker** and necessary third parties (i.e., any lender, closing agent, etc) with accurate information requested by **Broker** or third parties in connection with ensuring **Consumer's** ability to acquire property. **Consumer** authorizes **Broker** to run a credit check to verify **Consumer's** credit information.
- indemnifying and holding **Broker** harmless from losses, damages, costs, and expenses of any nature, that **Broker** incurs because of **Consumer's** negligence, misrepresentations, or default on any agreement;
- consulting appropriate professionals for legal, tax, environmental, engineering, foreign reporting requirements and other specialized advice; and
- making a diligent good faith effort to perform the contract terms of any purchase agreement or contract to lease, and close on the sale of any property **Consumer** contracts to acquire.

5. **COMPENSATION:** **Broker's** compensation is earned when, during the term of this Agreement or any renewal or extension, **Consumer** or any person acting for or on behalf of **Consumer** contracts to acquire real property as specified in this Agreement. This compensation is for **Broker's** services for **Consumer**. Compensation received by **Broker**, if any, from an owner or owner's broker for services rendered to **Consumer** will reduce any amount owed by **Consumer** per this paragraph.

Consumer (\_\_\_\_\_) (\_\_\_\_\_) and Broker/Authorized Associate (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 2.

(a) Purchase or exchange: \$ \_\_\_\_\_ or \_\_\_\_\_ % (select only one); or \$ \_\_\_\_\_ or \_\_\_\_\_ % plus \$ \_\_\_\_\_ (select only one) of the total purchase price or other consideration for the acquired property, payable no later than the date of closing specified in the sales contract; however, closing is not a prerequisite for **Broker's** fee being earned.

(b) Lease: \$ \_\_\_\_\_ or \_\_\_\_\_ % of \_\_\_\_\_ month's rent (select only one); or \$ \_\_\_\_\_ or \_\_\_\_\_ % plus \$ \_\_\_\_\_ (select only one) of the gross lease value, payable when **Consumer** enters into a lease with the owner. If **Consumer** enters into a lease-purchase agreement, the amount of the leasing fee which **Broker** receives will be credited toward the amount due **Broker** for the purchase.

(c) Other: Compensation for all other types of acquisition, see Additional Terms.

**6. RETAINER:** A **non-refundable** retainer fee of \$ \_\_\_\_\_ for **Broker's** services provided for **Consumer** ("Retainer") is earned and payable upon execution of this Agreement. This Retainer is in addition to any compensation earned by **Broker**. **Broker** and **Consumer** agree the Retainer is for the real estate services described herein and does not constitute a fee paid for a rental information list as described in section 475.453, Florida Statutes.

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

**8. DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All controversies, claims, and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first attempting mediation by mediator agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows: **Arbitration:** By initialing in the space provided, **Consumer** (\_\_\_\_\_) (\_\_\_\_\_), **Broker or Authorized Associate** (\_\_\_\_\_), agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will equally split the arbitrator's fees and administrative fees of arbitration.

**9. ACKNOWLEDGMENT; MODIFICATIONS:** **Consumer** has read this Agreement and understands its contents. This Agreement cannot be changed except by written agreement signed by both parties. Electronic signatures will be acceptable and binding. **Brokerage commissions are not set by law and are fully negotiable. Broker may not receive compensation from any source that exceeds the amount or rate agreed to with Consumer.** However, **Consumer** agrees that **Broker** may receive separate compensation from owner of the property for services rendered to owner by **Broker**, for which **Consumer** will not be responsible.

Date: \_\_\_\_\_ **Consumer:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_ **Consumer:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_ **Authorized Associate/Broker:** \_\_\_\_\_

Copy returned to **Consumer** on \_\_\_\_\_ by:  personal delivery  mail  facsimile.

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# Exclusive Buyer Brokerage Agreement



1. **PARTIES:** \_\_\_\_\_ (“**Buyer**”) grants  
\_\_\_\_\_ (“**Broker**”)  
*Real Estate Broker* / *Office*

the exclusive right to work with and assist **Buyer** in locating and negotiating the acquisition of suitable real property as described below. The term “acquire” or “acquisition” includes any purchase, option, exchange, lease or other acquisition of an ownership or equity interest in real property.

2. **TERM:** This Agreement will begin on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and will terminate at 11:59 p.m. on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Termination Date”). However, if **Buyer** enters into an agreement to acquire property that is pending on the Termination Date, this Agreement will continue in effect until that transaction has closed or otherwise terminated.

3. **PROPERTY:** **Buyer** is interested in acquiring real property as follows or as otherwise acceptable to **Buyer** (“Property”):

(a) **Type of property:** \_\_\_\_\_

(b) **Location:** \_\_\_\_\_

(c) **Price range:** \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

**Buyer** has been  pre-qualified  pre-approved by \_\_\_\_\_  
for (amount and terms, if any) \_\_\_\_\_

(d) **Preferred terms and conditions:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 4. BROKER’S OBLIGATIONS:

(a) **Broker Assistance.** **Broker** will

- \* use **Broker’s** professional knowledge and skills;
- \* assist **Buyer** in determining **Buyer’s** financial capability and financing options;
- \* discuss property requirements and assist **Buyer** in locating and viewing suitable properties;
- \* assist **Buyer** to contract for property, monitor deadlines and close any resulting transaction;
- \* cooperate with real estate licensees working with the seller, if any, to effect a transaction. **Buyer** understands that even if **Broker** is compensated by a seller or a real estate licensee who is working with a seller, such compensation does not compromise **Broker’s** duties to **Buyer**.

(b) **Other Buyers.** **Buyer** understands that **Broker** may work with other prospective buyers who want to acquire the same property as **Buyer**. If **Broker** submits offers by competing buyers, **Broker** will notify **Buyer** that a competing offer has been made, but will not disclose any of the offer’s material terms or conditions. **Buyer** agrees that **Broker** may make competing buyers aware of the existence of any offer **Buyer** makes, so long as **Broker** does not reveal any material terms or conditions of the offer without **Buyer’s** prior written consent.

(c) **Fair Housing.** **Broker** adheres to the principles expressed in the Fair Housing Act and will not participate in any act that unlawfully discriminates on the basis of race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.

(d) **Service Providers.** **Broker** does not warrant or guarantee products or services provided by any third party whom **Broker**, at **Buyer’s** request, refers or recommends to **Buyer** in connection with property acquisition.



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

5. **BUYER'S OBLIGATIONS:** Buyer agrees to cooperate with Broker in accomplishing the objectives of this Agreement, including:
- (a) Conducting all negotiations and efforts to locate suitable property only through Broker and referring to Broker all inquiries of any kind from real estate licensees, property owners or any other source. If Buyer contacts or is contacted by a seller or a real estate licensee who is working with a seller or views a property unaccompanied by Broker, Buyer, will, at first opportunity, advise the seller or real estate licensee that Buyer is working with and represented exclusively by Broker.
  - (b) Providing Broker with accurate personal and financial information requested by Broker in connection with ensuring Buyer's ability to acquire property. Buyer authorizes Broker to run a credit check to verify Buyer's credit information.
  - (c) Being available to meet with Broker at reasonable times for consultations and to view properties.
  - (d) Indemnifying and holding Broker harmless from and against all losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person, that Broker incurs because of acting on Buyer's behalf.
  - (e) Not asking or expecting to restrict the acquisition of a property according to race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.
  - (f) Consulting an appropriate professional for legal, tax, environmental, engineering, foreign reporting requirements and other specialized advice.

6. **RETAINER:** Upon final execution of this Agreement, Buyer will pay to Broker a non-refundable retainer fee of \$\_\_\_\_\_ for Broker's services ("Retainer"). This fee is not refundable and  will  will not be credited to Buyer if compensation is earned by Broker as specified in this Agreement.

7. **COMPENSATION:** Broker's compensation is earned when, during the term of this Agreement or any renewal or extension, Buyer or any person acting for or on behalf of Buyer contracts to acquire real property as specified in this Agreement. Buyer will be responsible for paying Broker the amount specified below plus any applicable taxes but will be credited with any amount which Broker receives from a seller or a real estate licensee who is working with a seller.

(a) **Purchase or exchange:** \$\_\_\_\_\_ or \_\_\_\_\_% (select only one); or \$\_\_\_\_\_ or \_\_\_\_\_% plus \$\_\_\_\_\_ (select only one) of the total purchase price or other consideration for the acquired property, to be paid at closing.

(b) **Lease:** \$\_\_\_\_\_ or \_\_\_\_\_% (select only one) of the gross lease value, to be paid when Buyer enters into the lease. If Buyer enters into a lease-purchase agreement, the amount of the leasing fee which Broker receives will be credited toward the amount due Broker for the purchase.

(c) **Option:** Broker will be paid \$\_\_\_\_\_ or \_\_\_\_\_% of the option amount (select only one), to be paid when Buyer enters into the option agreement. If Buyer enters into a lease with option to purchase, Broker will be compensated for both the lease and the option. If Buyer subsequently exercises the option, the amounts received by Broker for the lease and option will be credited toward the amount due Broker for the purchase.

(d) **Other:** Broker will be compensated for all other types of acquisitions as if such acquisition were a purchase or exchange.

(e) **Buyer Default:** Buyer will pay Broker's compensation immediately upon Buyer's default on any contract to acquire property.

8. **PROTECTION PERIOD:** Buyer will pay Broker's compensation if, within \_\_\_\_\_ days after Termination Date, Buyer contracts to acquire any property which was called to Buyer's attention by Broker or any other person or found by Buyer during the term of this Agreement. Buyer's obligation to pay Broker's fee ceases upon Buyer entering into a good faith exclusive buyer brokerage agreement with another broker after Termination Date.

9. **EARLY TERMINATION:** Buyer may terminate this Agreement at any time by written notice to Broker but will remain responsible for paying Broker's compensation if, from the early termination date to Termination Date plus Protection Period, if applicable, Buyer contracts to acquire any property which, prior to the early termination date, was found by Buyer or called to Buyer's attention by Broker or any other person. Broker may terminate this Agreement at any time by written notice to Buyer, in which event Buyer will be released from all further obligations under this Agreement.

10. **DISPUTE RESOLUTION:** Any unresolvable dispute between Buyer and Broker will be mediated. If a settlement is not reached in mediation, the matter will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association or other mutually agreeable arbitrator.

11. **ASSIGNMENT; PERSONS BOUND:** Broker may assign this Agreement to another broker. This Agreement will bind and inure to Broker's and Buyer's heirs, personal representatives, successors and assigns.

12. **BROKERAGE RELATIONSHIP:** Buyer authorizes Broker to operate as (check which is applicable):

- single agent of Buyer.
- transaction broker.
- single agent of Buyer with consent to transition into a transaction broker.
- nonrepresentative of Buyer.

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



**13. SPECIAL CLAUSES:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. ACKNOWLEDGMENT; MODIFICATIONS:** Buyer has read this Agreement and understands its contents. This Agreement cannot be changed except by written agreement signed by both parties.

Date: \_\_\_\_\_ **Buyer :** \_\_\_\_\_ Tax ID No: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_ **Buyer :** \_\_\_\_\_ Tax ID No: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Date: \_\_\_\_\_ **Real Estate Associate:** \_\_\_\_\_

Date: \_\_\_\_\_ **Real Estate Broker:** \_\_\_\_\_

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



# BUYER REPRESENTATION AGREEMENT

I/ We \_\_\_\_\_ (“Buyer”) hereby engage and grants to **RE/MAX Alliance Group** (“Broker”) the sole and exclusive right to represent the Buyer for the purpose of locating, touring, negotiating, and securing the acquisition of real property in the State of Florida as described below. Acquisition includes any purchase, option, exchange, lease or other acquisition of ownership or equity interest in real property.

- Term:** This Agreement shall begin on \_\_\_\_\_, 20\_\_ and will automatically end at 11:59 p.m. on \_\_\_\_\_, 20\_\_ (“Term”). However, the Term shall be automatically extended until closing or termination of Purchase Contract if Buyer is in a pending transaction at the end of the Term.
- Property:** Any real property introduced to Buyer by Broker shall be referred to as “Property” and subject to this Agreement. Buyer indicates that their current focus, subject to change, is  Residential  Land  Commercial  Other \_\_\_\_\_

In the geographic area(s) of: \_\_\_\_\_

- Broker’s Duties:** Broker will exercise good faith efforts to: 1) locate and present suitable properties to Buyer; 2) prepare, negotiate, and secure a contract to purchase a suitable property; and 3) cooperate with any real estate licensee working with a seller to facilitate and complete the purchase of the property. Buyer acknowledges and consents to Broker working with other potential buyers that may consider, make offers on, or seek to acquire an interest in the same or similar properties that the Buyer is seeking.
- Buyer’s Duties:** Buyer agrees to work exclusively with Broker and its associate(s) (and not with any other real estate broker, licensee, or seller) for the purpose of acquiring suitable real property during the term of this Agreement. Buyer agrees to: 1) if financing, obtain pre-qualification or pre-approval from a lender prior to viewing properties; 2) read the terms of any purchase and sale agreement and any other document(s) Buyer may sign and comply with the obligations and deadlines contained therein; 3) inspect the physical condition of the property and notify Broker in writing of any unacceptable conditions relating to the property; 4) if financing, use diligent efforts to obtain loan approval; and 5) consult with appropriate professionals regarding any legal, tax, environmental, engineering, foreign reporting requirements or any other specialized advise. Buyer is not under any obligation to purchase a property at any time during the term of this Agreement. 6) Buyer will bring to the attention of Broker any available properties that Buyer may become aware of, and have an interest in. 7) Buyer will at first opportunity advise an owner or real estate licensee that Buyer is working with and represented exclusively by Broker.
- Broker Compensation: Broker compensation is not set by law and is fully negotiable.** Broker will seek to be paid compensation from the listing broker under a brokerage/builder offer of compensation or through negotiations with the Seller in the contract for purchase. In the event, the commission being paid by the listing broker or seller does not completely satisfy the Broker’s compensation equal to \$\_\_\_\_\_ or \_\_\_\_\_% (if left blank 3%) of the total purchase price of the Property, additionally any builder or Seller paid bonuses equal to \$\_\_\_\_\_ or \_\_\_\_\_%, plus \$\_\_\_\_\_ (if left blank \$395.00) (“Broker’s Compensation”), then Buyer agrees to pay Broker the difference at the time and as a condition of closing. **If Broker is compensated by an owner or a real estate broker who is working with an owner, such compensation does not compromise Broker’s duties to Buyer.** Broker may not receive compensation from any source that exceeds the amount or rate agreed to with Buyer in this Agreement. However, Buyer agrees that Broker may receive separate compensation from owner of the property for services rendered to owner by Broker, for which Buyer will not be responsible.
- Exclusion of Properties:** If this box is checked  Buyer authorizes Broker to NOT show them Properties where there is no brokerage/builder offer of compensation, or there is no reasonable expectation that the Buyer’s Broker compensation can be negotiated to be paid by the Seller. Buyer Initials \_\_\_\_\_
- Early Termination:** Buyer or Broker may terminate this Agreement at any time prior to Broker negotiating an offer(s) to purchase a property for Buyer by delivering written notice to the other. Any properties introduced by RE/MAX Alliance Group, or identified in paragraph 4.6 above, shall be covered by this Agreement regardless of early termination.
- Buyer Declaration:** Buyer acknowledges and warrants that he/she is not already subject to or bound by an Exclusive Buyer Brokerage Agreement with any other broker in the State of Florida.
- Fair Housing:** Broker adheres to the principles expressed in the Fair Housing Act and will not participate in any act that unlawfully discriminates on the basis of race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state, or local law.

10. Brokerage Relationship:

Broker will act as a Transaction Broker. Broker will deal honestly and fairly, will account for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect the value of the residential property which are not readily observable to the Buyer; will present all offers and counter offers in a timely manner unless directed otherwise in writing; and will have a limited confidentiality with Buyer unless waived in writing.

Broker will act as a Single Agent with Consent to Transition to a Transaction Broker. Buyer must execute the separate Single Agent Disclosure with Consent to Transition to Transaction Broker.

11. **Additional Terms:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. **Dispute Resolution:** Any controversy or claim arising out of or relating to this Agreement shall be settled by first discussing the matter with a Managing Broker of RE/MAX Alliance Group, if not resolved, next than by mediation, if not resolved, next than by litigation. Each party shall be responsible for their own costs, including mediation and legal fees. If litigation arises out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees including reasonable attorney’s fees incurred in conducting the litigation.

13. **Modifications:** This Agreement cannot be changed except by written agreement signed by both parties. Electronic signatures will be acceptable and binding.

BY SIGNING THIS AGREEMENT, THE BROKER AND BUYER ACKNOWLEDGE THEY HAVE READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND PROVISIONS CONTAINED HEREIN.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

Address: \_\_\_\_\_ Zip \_\_\_\_\_

Email: \_\_\_\_\_ Mobile # \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

Address: \_\_\_\_\_ Zip \_\_\_\_\_

Email: \_\_\_\_\_ Mobile # \_\_\_\_\_

\_\_\_\_\_  
Broker or Authorized Associate \_\_\_\_\_ DATE \_\_\_\_\_

Email: \_\_\_\_\_ Mobile # \_\_\_\_\_

# Modification to Exclusive Buyer Brokerage Agreement/Showing Agreement



\_\_\_\_\_ (“Consumer”)  
and \_\_\_\_\_ brokerage (“Broker”)  
agree to amend Florida Association of Realtors® (Check one)  Exclusive Buyer Brokerage Agreement, or  Showing Agreement beginning on date \_\_\_\_\_.

**(Check as applicable)**

- The Termination Date will be \_\_\_\_\_.
  
- Compensation to Broker will be:
  - (a) Purchase or exchange: \$ \_\_\_\_\_ or \_\_\_\_\_ % (select only one); or \$ \_\_\_\_\_ or \_\_\_\_\_ % plus \$ \_\_\_\_\_ (select only one) of the total purchase price or other consideration for the acquired property.
  - (b) Lease: \$ \_\_\_\_\_ or \_\_\_\_\_ % of \_\_\_\_\_ month’s rent (select only one); or \$ \_\_\_\_\_ or \_\_\_\_\_ % plus \$ \_\_\_\_\_ (select only one) of the gross lease value.
  - (c) Option: Broker will be paid \$ \_\_\_\_\_ or \_\_\_\_\_ % of the option amount, to be paid when Consumer enters into the option agreement.

**Brokerage commissions are not set by law and are fully negotiable. Broker may not receive compensation from any source that exceeds the amount or rate agreed to with Consumer.**

- Protection Period will be within \_\_\_\_\_ days after Termination Date.
- Cancellation fee to Broker will be \$ \_\_\_\_\_.
- The parties agree to conditionally terminate the Agreement. Consumer will pay the agreed upon cancellation fee and the conditional early termination date will be \_\_\_\_\_.
- Broker and Consumer hereby agree to unconditionally terminate the Agreement. Broker and Consumer mutually release each other from all obligations under the Agreement and release each other from any and all claims and actions arising from or related to the Agreement.
- Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Modification to Exclusive Buyer Brokerage Agreement/Showing Agreement amends the above-referenced Agreement between Consumer and Broker. All other non-conflicting provisions of that Agreement remain in full force and effect.

Consumer: \_\_\_\_\_ Date: \_\_\_\_\_  
Consumer: \_\_\_\_\_ Date: \_\_\_\_\_  
Broker or Authorized Associate: \_\_\_\_\_ Date: \_\_\_\_\_

Copy returned to Consumer on \_\_\_\_\_ by  email  facsimile  mail  personal delivery.



## Prospective Buyer/Tenant Retainer Agreement

1. **PARTIES:**  Prospective Buyer  Prospective Tenant \_\_\_\_\_  
\_\_\_\_\_ (“**Prospect**”) agrees to utilize the services of Brokerage  
\_\_\_\_\_ (“**Broker**”) to assist **Prospect** in locating the acquisition of  
suitable real property. The term “acquire” or “acquisition” includes any purchase, option, exchange, lease  
or other acquisition of an interest in real property.

2. **TERM:** This Agreement will begin on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and will  
terminate at 11:59 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

3. **BROKER OBLIGATIONS: Broker** will
- Use **Broker’s** professional knowledge and skills;
  - Discuss property requirements and assist **Prospect** in locating and viewing suitable properties;
  - Cooperate with other real estate licensees, if any, to assist **Prospect** in acquiring an interest in real property.

4. **FAIR HOUSING: Broker** adheres to the principles expressed in the Fair Housing Act and will not  
participate in any act that unlawfully discriminates on the basis of race, color, sex, disability, familial  
status, country of national origin or any other category protected under federal, state or local law.

5. **RETAINER:** Upon final execution of this Agreement, **Prospect** will pay to **Broker** a non-refundable  
retainer fee of \$\_\_\_\_\_ for **Broker’s** services (“Retainer”). This fee will not be credited to  
**Prospect** if compensation is earned by **Broker** in a transaction.

6. **FLORIDA STATUTES 475.453: Broker** and **Prospect** agree the Retainer is for the real estate  
services described herein and does not constitute a fee paid for a rental information list as described in  
section 474.453, Florida Statutes.

\_\_\_\_\_  
Prospective Buyer/Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prospective Buyer/Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Broker/Authorized Associate

\_\_\_\_\_  
Date



**Commission Agreement**

\_\_\_\_\_ ("**Seller/Landlord**")  
agrees that \_\_\_\_\_ ("**Broker**")  
may show and will use diligent effort to (**Check as applicable**)  sell  lease **Seller's/Landlord's** Property located at  
\_\_\_\_\_ ("**Property**")  
to \_\_\_\_\_ ("**Prospect**").

In the event the Property is (**Check as applicable**)  sold, optioned, or contracted to be sold  leased  
to Prospect, or any other prospect procured by **Broker**, on \_\_\_\_\_ [date] or within \_\_\_\_\_ days (180  
days if blank) thereafter, **Seller/Landlord** agrees to pay **Broker**:

- \$ \_\_\_\_\_
- \_\_\_\_\_% of the gross purchase price of the Property.
- \_\_\_\_\_% of the gross lease value of a lease executed regarding the Property.
- other (specify) \_\_\_\_\_

**Seller/Landlord** will pay **Broker's** fee in the event of sale, at time of closing the sale; or in the event of lease, at time of  
lease execution. **Broker's** fee is due if **Seller/Landlord** defaults on an executed sales contract or lease with Prospect or if  
**Seller/Landlord** agrees with Prospect to cancel an executed sales contract or lease. In any litigation arising out of this  
agreement, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorney's fees, costs,  
and expenses.

If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will  
apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a  
commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against  
your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the  
commission is earned.

If the Property is commercial real estate as defined by Section 475.801, Florida Statutes, the following disclosure will  
apply: The Florida Commercial Real Estate Leasing Commission Lien Act provides that when a broker has earned a  
commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against  
your interest in the property for the broker's commission. The broker's lien rights under the act cannot be waived before  
the commission is earned.

Additional Terms: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Seller/Landlord**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Seller/Landlord**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized **Broker** or Associate

\_\_\_\_\_  
Date





# DISCLOSURE TO LISTING AGREEMENT

This disclosure is regarding the Exclusive Right of Listing Agreement between **RE/MAX Alliance Group** (Broker) and \_\_\_\_\_ (Seller) regarding the property described as:

\_\_\_\_\_.

In early 2024 the National Association of Realtors (NAR) entered into an agreement to settle a lawsuit. That settlement required changes to be implemented regarding how Realtors conduct their business. Those changes go into effect on August 17, 2024. Therefore, any Listing Agreement that was entered into prior to that time needs additional disclosures to reflect the settlement changes. New Listing Agreements after August 17, 2024 will already have the changes incorporated into them.

Required Disclosure: Broker commissions are not set by law and are fully negotiable.

Paragraph 9 authorizes cooperation and compensation to other Brokers. Seller understands and agrees that under the settlement agreement offers of compensation will no longer be published in the MLS as of August 6, 2024. The Broker shall use any or all of the methods listed below to make known the Seller’s offer of co-broker compensation to other brokers.

- Posting on RE/MAX Alliance Group company website.
- An email or a text message to showing agents at or any time after the appointment to show has been set up.
- Providing a Seller’s Broker to Buyer’s Broker Compensation Agreement.
- Marketing Seller’s offer of compensation through things such as Flyers, Signs, Texts, social media and any other marketing tools as long as they are not in any way associated with the MLS.
- Plus, any additional means that become available to communicate Seller’s offer of compensation to cooperating brokers.
- Other requests by Seller: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Seller

Date \_\_\_\_\_

\_\_\_\_\_  
Seller

Date \_\_\_\_\_

\_\_\_\_\_  
Authorized Sales Associate / Broker

Date \_\_\_\_\_