

Vacant Land

EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT

This is an Exclusive Right of Sale Listing Agreement ("Agreement") wherein Owner employs REALTOR®. The Owner in this Agreement is _____ ("Owner which term may include multiple owners) and the REALTOR® is ERA Advantage Realty, Inc. (REALTOR®). The Owner's mailing address is _____ and phone numbers are: _____.

In consideration of the mutual covenants and conditions contained herein, Owner and REALTOR® hereby agree as follows:

- 1. REALTOR® Agreements. REALTOR® agrees to make diligent and continued efforts to sell the Property until a sales contract is pending on the Property. Owner authorizes REALTOR® to: (a) process the property through the Punta Gorda-Port Charlotte-North Port Association of REALTORS® (the "Associations") Multiple Listing Service(MLS) and to offer cooperation with and compensation to participants of MLS including but not limited to participants acting as agents of buyers; (b) advertise the property as the REALTOR® deems advisable (which may include the Internet); (c) furnish information requested by any member of the Association or other licensed Real Estate Broker.
2. Owner Agreements. Owner grants REALTOR® the exclusive right of sale in the sale of the Property. Owner warrants to REALTOR® that the representations of the Property furnished to REALTOR® by the Owner are true and correct. Owner specifically acknowledges and understands that if Owner knows of facts materially affecting the value or desirability of the Property (if the Property is residential property), whether those facts are readily observable or not readily observable, then Owner is under a duty to disclose those facts to REALTOR® and to any potential buyer prior to the offer received from the buyer. If Owner knows of such facts, he shall set them forth by written document attached to this Agreement. If no such document is attached to this Agreement at the time it is signed by Owner, Owner affirmatively represents and warrants to REALTOR® that there are no facts materially affecting the Property and Owner warrants, to the best of his knowledge and belief, the accuracy of said information. Owner agrees to indemnify and hold harmless REALTOR® and those relying thereon for damages resulting from inaccuracy of such information and from Owners failure to disclose any facts materially affecting the value or desirability of the property.
3. Marketing Matters. Owner agrees to allow REALTOR® to place an appropriate sign and to allow REALTOR® to use Owners name when necessary or desirable in marketing the Property. Owner warrants that the representations adjacent to the following checked box are true [X] Owner has legal authority and capacity to convey the Property herein described. [] Owner does not have record title to the Property herein described but will be assigning all of Owner's right, title, and interest in that contract or option with _____ dated _____, 20____, a copy of which is attached hereto.

4. The Property. The Property which is the subject of this Agreement is described as follows ("Property")
Legal Description: _____
Street Address: _____

The Owner hereby gives to REALTOR® the exclusive right and authority to find purchasers for the Property upon the following terms or at any other price and terms acceptable to Owner. This Agreement shall expire on _____, 20____, except 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.

Price: _____ Terms: _____

All Taxes for the current year and interest on existing mortgages, if any assumed, shall be pro-rated as of the date of closing. Once Owner signs a sales contract, REALTOR® may place a SOLD sign on the Property.

Owner hereby instructs REALTOR® (to [] inform Owner) ([] not to inform Owner) of any offer to purchase the Property after a written contract is entered into between Owner and Purchaser.

- 5. Closing Matters. The Owner agrees, at his expense, to provide for: (a) preparation of and delivery to the purchaser of a good sufficient warranty deed (unless otherwise required) conveying a marketable title free and clear of all liens except encumbrances of record assumed by the Purchaser as part of the purchase price; (b) Processing/Handling Fee; (c) binder for fee title insurance policy; (d) documentary stamps for the deed; (e) seller's attorney fee; (f) recording fee for satisfaction of existing mortgage; (g) Owner agrees to comply with the requirements of the Foreign Investment in Real Property Tax Act.
6. Exclusive Right of Sale Listing. (a) If a purchaser for the Property is found who is ready, willing, and able to purchase the Property on the terms herein mentioned or at any price and upon terms acceptable to Owner, Owner agrees to pay

