

Coastal Properties Group International (CPGI) Listing Agreement



This Exclusive Right of Sale Listing Agreement ("Agreement") is between:

Broker: Alexander Jansen, Coastal Properties Group International, LLC and

Owner Name(s): _____	Effective Date: _____
Property Address: _____	Expiration Date: _____
City, State, Zip: _____	Commission: 6, 7, 8, 9, ___% of sales price
Tax ID: _____	Brokerage Sign: Yes No
Withdrawal Fee: \$0	Listing Price: _____
US Citizen? Yes No = Country: _____	Transaction Fee: \$
Legal Description: _____	Protection Period: 180 Days

1. **EXCLUSIVE RIGHT OF SALE LISTING:** Owner hereby grants to Broker an Exclusive Listing for the listing period to procure a prospect ready, willing and able to enter into a transaction with Owner on Owner's property in accordance with the terms and conditions as set forth herein, or upon lesser price, terms and conditions acceptable to Owner ("Broker's Service"). The term "Transaction" includes the sale, lease, option (at time of exercise thereof) or exchange of the Owner's property. 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. Owner and Broker acknowledge that this Agreement does not guarantee a sale.
2. **NON-DISCRIMINATION:** 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.
3. **TITLE TO PROPERTY:** Owner certifies and represents that he/she/it is legally entitled to convey the Property and all improvements.
4. **OCCUPANCY:** Property is Vacant, Owner Occupied, or Tenant occupied, lease term expires_____.
5. **FINANCING:** The property is offered for sale on the following financing terms by the Owner, or on other terms acceptable to Owner: Cash, Conventional, VA, FHA, Owner Financing, Other _____
6. **COMPENSATION:** Owner will compensate Broker with a commission for procuring a buyer who is ready, willing and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to Owner. Owner will pay Broker the commission percentage specified above of the total purchase price, no later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's fee being earned. Broker's fee is due in the following circumstances:
 - a) If any interest in the Property is transferred, whether by sale, lease, exchange, or any other means of transfer, regardless of whether the buyer is secured by Broker, Owner or any other person.
 - b) If owner refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales contract or agrees with a buyer to cancel an executed sales contract.
 - c) If, within Protection Period owner transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom Owner, Broker or any real estate licensee communicated regarding the Property prior to Termination Date. However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another broker.
7. **BROKER OBLIGATIONS AND AUTHORITY:** Broker agrees to make diligent and continued efforts to sell the Property until a sales contract is pending on the Property. Owner authorizes Broker to:
 - a) Advertise the Property as Broker deems advisable including advertising the property heavily on the Internet.
 - b) Advertise the property and to publish information and updates thereof concerning the property in the Multiple Listing Service, known as the Mid Florida Regional MLS.

Seller () () and Broker/Sales Associate () acknowledge receipt of a copy of this page.

- c) Owner agrees to give full authorization for CPGI / _____ agent (s) to make any status changes deemed necessary to work in the owners best interest to market and sell the property. This includes but is not limited to, status changes such as changes in price, listing period extensions, withdrawal of listings, changes in terms and conditions or any other changes that work in the Owner's best interest.
- d) **Lockbox** [] No [] Yes - Owner Authorizes Broker to use a lockbox system to show and access the Property. A lock box does not ensure the Property's security; Owner is advised to secure or remove valuables. Owner agrees that the lock box is for Owner's benefit and releases Broker, persons working through Broker and Broker's local Realtor Board / Association from all liability and responsibility in connection with any loss that occurs.

8. **OWNER OBLIGATIONS:** In consideration of Broker's obligations, Owner agrees to:

- a) Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to Broker all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
- b) Provide Broker with keys to the Property and make the Property available for Broker to show during reasonable times.
- c) Confirm there are no liens or judgments against owner/property (mortgage, IRS, property taxes, child support, HOA Dues).
- d) Inform Broker prior to leasing, mortgaging or otherwise encumbering the Property.
- e) Indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, including attorney's fees, and from liability to any person, that Broker incurs because of (1) Owner's negligence, representations, misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the Property. This clause will survive Broker's performance and the transfer of title.
- f) To perform any act reasonably necessary to comply with FIRPTA (Foreign Nationals Internal Revenue Code Section 1445).
- g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. Owner represents there are no material facts (building code violations, pending code citations, unobservable defects, etc.) other than the following _____

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

- h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign national reporting requirements and other specialized advice.

9. **LISTING AGREEMENT CANCELLATION:** In the event the Owner desires to Cancel the listing agreement due to a substantial change of circumstances involving the property prior to the time an offer is submitted substantially conforming to the listing terms, the BROKER agrees to such Cancellation under certain terms and conditions which are as follows:

- a) The Owner shall pay to Broker the Withdrawal Fee set forth on page 1.
- b) A commission shall be due Broker, notwithstanding property withdrawal, if the Owner enters into a transaction during the remaining listing period or protection period, as applicable, for which a commission would otherwise be due under section 6, compensation, of this agreement. Should such a transaction occur, Owner agrees to pay Broker the commission otherwise due herein less the Withdrawal Fee.

10. 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 under the rules of the American Arbitration Association or other 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 (_____) (_____), Listing Associate (_____) and Listing Broker 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 arbitrators' fees and administrative fees of arbitration.

11. HOLD HARMLESS: Owner understands and acknowledges that any agreement between the Owner and any contractor, decorator, handyman/repair service, cleaning service, home inspection company, moving company or any other service referred by CPGI or its agents and staff is a separate agreement with that party. The owner hereby agrees to hold CPGI and its agents and staff harmless from any liability in connection with the party(ies) that was/were referred to Owner.

Seller (_____) (_____) and Broker/Sales Associate (_____) acknowledge receipt of a copy of this page.

12. BROKERAGE RELATIONSHIP:

SINGLE AGENT NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS SINGLE AGENTS DISCLOSE TO BUYERS AND SELLERS THEIR DUTIES.

As a single agent, Coastal Properties Group International/ _____ (agent)

and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Loyalty;
3. Confidentiality;
4. Obedience;
5. Full disclosure;
6. Accounting for all funds;
7. Skill, care, and diligence in the transaction;
8. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; and
9. Disclosing all known facts that materially affect the value of residential real property and are not readily observable.

Date

Signature

Signature

CONSENT TO TRANSITION TO TRANSACTION BROKER

FLORIDA LAW ALLOWS REAL ESTATE LICENSEES WHO REPRESENT A BUYER OR SELLER AS A SINGLE AGENT TO CHANGE FROM A SINGLE AGENT RELATIONSHIP TO A TRANSACTION BROKERAGE RELATIONSHIP IN ORDER FOR THE LICENSEE TO ASSIST BOTH PARTIES IN A REAL ESTATE TRANSACTION BY PROVIDING A LIMITED FORM OF REPRESENTATION TO BOTH THE BUYER AND THE SELLER. THIS CHANGE IN RELATIONSHIP CANNOT OCCUR WITHOUT YOUR PRIOR WRITTEN CONSENT.

As a transaction broker, Coastal Properties Group International/ _____ (agent)

and its associates, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

I agree that my agent may assume the role and duties of a transaction broker.

Date

Signature

Signature

13. MISCELLANEOUS: This Agreement is binding on Broker's and Owner's heirs, personal representatives, administrators, successors and assigns. No prior or present agreements or representations shall be binding on Broker or Owner unless included in this Agreement. Signatures, initials and modifications communicated by facsimile or electronic signatures will be considered as originals.

14. CLOSING COSTS: Owners understand that costs, in addition to the realtor commission, will be their responsibility when selling their home. These costs may include but may not be limited to: doc stamps on the deed, title insurance, pro-rated real estate taxes, title fees, and recording fees.

15. AFFILIATED BUSINESS DISCLOSURE: Owner acknowledges that the principals of Coastal Properties Group International have a partial ownership interest in Platinum National Title. Owner is NOT required to use Platinum National Title as closing agent as a condition of the sale of the subject property. Closing Services are available through other companies with similar offerings. Owner is free to solicit bids from other title companies to determine they are receiving the best services and best rates for these services.

16. ADDITIONAL/SPECIAL TERMS: _____

Acknowledgement: Owner and Broker agree that this constitutes the entire listing agreement between them. Included in this listing agreement is a written MLS property profile sheet attached hereto. Owner hereby represents all statements contained therein to be true and accurate to the best of his/her knowledge and belief, and agrees to hold Broker, Broker's agents, and any cooperating Brokers harmless from any liability in connection therewith.

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Authorized Listing Associate or Broker: _____ Date: _____

Coastal Properties Group International, LLC
423 Mandalay Avenue, Suite 102, Clearwater Beach, FL 33767
603 Indian Rocks Road, Belleair, FL 33756
437 Main Street, Dunedin, FL 34698
3450 East Lake Road, Suite 305, N, Palm Harbor, FL 34685
238 Beach Drive, NE, St. Petersburg, FL 33701
Phone: 727-493-1555

Seller Email: _____

Phone 1: _____

Phone 2: _____

Mailing Address: _____

Mgmt Company: _____
