

Modification to Listing Agreement



_____ (“Owner”) or (“Seller”)

aAnd 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 \$ _____ lease value or \$ _____.

Seller authorizes compensation to buyer's broker will as follows be:

- (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.
- 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 hereby agrees to conditionally terminate the Agreement. Owner/Seller will reimburse Broker for all direct expenses incurred in marketing the Property and pay the agreed upon cancellation fee. Owner/Seller will be liable _____ for the full compensation in the Agreement if Seller transfers or contracts to transfer or if Owner contracts to lease _____ the Property or any interest in the Property during the time period from the date of conditional termination to _____ Termination Date and Protection Period, if any.~~

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: _____

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 ~~facsimile~~ [text attachment](#) mail personal delivery.