

# 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.