



# Modification to Listing Agreement

\_\_\_\_\_ (“Owner”) or (“Seller”)  
and \_\_\_\_\_ (“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 Agreement, regarding the Property described as:

**(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 lease value or \$ \_\_\_\_\_.
- Compensation is owed to Broker if Property is transferred within \_\_\_\_\_ days after Termination Date.
- 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 \$ \_\_\_\_\_.
- 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  mail  personal delivery.