

SELLER AUTHORIZATION FORM: **COMING SOON STATUS**

EMAIL A COMPLETED COPY TO COMINGSOON@MIAMIRE.COM

If a Seller (who is an owner or owners of real property that are selling or leasing their properties) decides to place a listing in “Coming Soon” status, the Listing Broker must submit this Seller Authorization Form (“Form”) to SEFMLS within 2 business days of the effective date of the listing agreement.

LISTING INFORMATION:

PROPERTY ADDRESS:

LISTING AGREEMENT EFFECTIVE DATE:

LISTING AGREEMENT TERMINATION DATE:

ML#:

GO-LIVE DATE:

BY SIGNING THIS FORM, THE SELLER ACKNOWLEDGES, REPRESENTS, AND AGREES:

SELLER INITIALS	LISTING BROKER INITIALS	
<hr/>	<hr/>	No agreement of sale or lease is currently in effect -OR- while a listing agreement has been executed, the above-referenced listing has not yet been on the market but will be on the market soon.
<hr/>	<hr/>	The above-referenced property may be in “Coming Soon” status up to 21 days.
<hr/>	<hr/>	Days on market do not accrue in “Coming Soon” status.
<hr/>	<hr/>	Offers may be presented while in “Coming Soon” status.
<hr/>	<hr/>	Offers may be accepted while in “Coming Soon” status; however, all status changes must be reported to the SEFMLS within 1 business day that the offer is accepted.
<hr/>	<hr/>	Public Marketing (Rule 3.17) is permitted.
<hr/>	<hr/>	Showings are not permitted in “Coming Soon” status.
<hr/>	<hr/>	Open houses are not permitted in “Coming Soon” status.
<hr/>	<hr/>	The “Coming Soon” status is optional, and it is the Listing Broker’s and Seller’s unilateral and independent business decision to use it. The Listing Broker and Seller hold harmless and release MIAMI REALTORS® and the SEFMLS from any liability regarding a listing in “Coming Soon” status.
<hr/>	<hr/>	Using the “Coming Soon” status may have potential impacts on a Seller’s sale, lease, or other transaction. The Seller understands the benefits of the SEFMLS they may be waiving or delaying with a listing in “Coming Soon” status, such as broad and immediate exposure of their listing outside of the SEFMLS and delays in open houses and showings.
<hr/>	<hr/>	Listing Broker and Seller understand and acknowledge that the Seller may, at any time, instruct their Listing Broker to enter their listing into the SEFMLS as an “Active” listing.

BY SIGNING THIS FORM, BOTH THE SELLER AND LISTING BROKER ACKNOWLEDGE, UNDERSTAND, AND AGREE TO THE FOLLOWING:

- 1. DISCLOSURE OF THE PROFESSIONAL RELATIONSHIP BETWEEN SELLER AND LISTING BROKER.** Both the Seller and Listing Broker agree that they have a listing agreement that discloses the professional relationship between the Seller and Listing Broker. This Form is not a listing agreement between Seller and the Listing Broker. MIAMI REALTORS® has a toolkit to explain the Authorized Brokerage Relationships recognized by Florida law [HERE](#).
- 2. FAIR HOUSING.** The Seller and Listing Broker affirm that the above-referenced property is not being excluded from the SEFMLS based upon reasons related to refusal or reluctance to show, list, negotiate, lease, or sell property to any individual or group of individuals on the basis of any protected class, including but not limited to race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status, and/or any other class protected by local, state, and/or federal fair housing laws.
- 3. JURY TRIAL WAIVER.** Seller and Listing Broker irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to this Form, including any exhibits, schedules, and appendices attached to this Form, or the transactions contemplated hereby. Seller and Listing Broker certify and acknowledge that: **(A)** no representative of the other has represented, expressly or otherwise, that the other would not seek to enforce the foregoing waiver in the event of a legal action; **(B)** they have each considered the implications of this waiver; **(C)** they each make this waiver knowingly and voluntarily; and, **(D)** each has decided to enter into this Form in consideration of, among other things, the mutual waivers and certifications in this Section.
- 4. CLASS ACTION WAIVER; DISPUTE RESOLUTION; GOVERNING LAW; JURISDICTION; VENUE.** For any disputes arising under this Form shall first attempt to resolve such dispute informally. If the Listing Broker, Seller, and/or MIAMI REALTORS® is unable to resolve such dispute informally, they shall exclusively submit to the jurisdiction and venue of any court of competent jurisdiction in Miami-Dade County, Florida, on a single plaintiff basis (Listing Broker and Seller waive any right to pursue claims on behalf of, or in conjunction with, a class of plaintiffs). Seller, Listing Broker, and MIAMI REALTORS® waive any objection based on improper venue or *forum non conveniens*. This Form is to be construed pursuant to the laws of the State of Florida, without regard to conflict of law provisions.
- 5. HOLD HARMLESS.** Seller and Listing Broker each hold harmless MIAMI REALTORS®, its officers, directors, employees, agents, contractors, and licensees, from and against any and all claims, demands, liabilities, and actions, the payment of all legal expenses, including but not limited to costs and reasonable attorneys' fees, arising out of or connected with this Form ("Claims"). This includes, but is not limited to: any Claims between Seller and/or Listing Broker and MIAMI REALTORS®; any Claims related to breaches by Seller and/or Listing Broker of any of the terms and conditions of this Form; any Claims related to damages; Claims of federal, state, or local fair housing violations; and/or Claims of violations of the Americans with Disabilities Act. TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, MIAMI REALTORS®' ENTIRE AND CUMULATIVE LIABILITY TO SELLER, LISTING BROKER, AND/OR OR ANY THIRD-PARTY, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS FORM, INCLUDING ANY TORT, SUCH AS NEGLIGENCE, SHALL NOT EXCEED AN AMOUNT EQUAL TO \$100. WITHOUT WAIVER OF THE LIMITATIONS SET FORTH IN THIS FORM, IN NO EVENT SHALL MIAMI REALTORS® BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF SELLER AND/OR LISTING BROKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LISTING BROKER AND SELLER HAVE BEEN ADVISED OF THE RISK OF POTENTIAL CLAIMS, LAWSUITS, AND DEMANDS RELATED TO LIMITING OR DELAYING THE EXPOSURE OF THE SELLER'S LISTING(S) IN OR THROUGH THE MIAMI REALTORS® SEFMLS.
- 6. NO JOINT VENTURES.** Nothing in this Form shall be construed as creating a partnership, joint venture, or principal/agent relationship between Listing Broker and MIAMI REALTORS® and/or Seller and MIAMI REALTORS®. Each shall be fully independent in its business operations and shall make all business decisions and practices independently and unilaterally.
- 7. NOTICES. (A) To MIAMI REALTORS®.** All notices required to be given under the terms of this Form to MIAMI REALTORS® shall be in writing, sent to MIAMI REALTORS®, Attn.: Legal Department, 1800 Oakwood Drive, Miami, FL 33166. Notice shall be given by: **(i)** certified mail, return receipt requested; or, **(ii)** reputable overnight or two-day courier, and shall be effective upon receipt. A copy of all notices must also be sent via email to legal@miamire.com.

(B) Notices to Seller and Listing Broker. Seller and Listing Broker all consent to receiving electronic communications (including, but not limited to email, text message, website, or mobile application) on all subjects pertaining to this Form at the contact information listed below, which will satisfy all notice requirements of this Form.

- 8. MISCELLANEOUS PROVISIONS. (A) Costs of Litigation.** If any action is brought by Listing Broker, Seller, and/or MIAMI REALTORS® regarding the subject matter of this Form, the prevailing party shall be entitled to recover, in addition to any other relief granted, costs, reasonable attorneys' fees, and expenses of litigation. **(B) Severability; Interpretation.** If any particular section of this Form shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited, or unenforceable for any reason, such section, as to such jurisdiction only, shall be ineffective, without invalidating the remaining provisions of this Form, without affecting the validity or enforceability of this Form, and without affecting the validity or enforceability of such provision in any other jurisdiction. Any provision or section found to be invalid shall be more narrowly construed so that it becomes legal and enforceable. The headings used in this document are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any section. Any rule that ambiguities are construed or interpreted against the drafter of a document, or against the party for whose benefit the document is made, shall not apply. As used in this Form, the plural shall include the singular and the singular shall include the plural whenever appropriate. **(C) No Waiver.** The waiver by MIAMI REALTORS® of or the failure of MIAMI REALTORS® take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Form. **(D) No Assignment.** Neither Seller nor Listing Broker may assign or otherwise transfer any rights under this Form to any party. **(E) Survival.** The obligations of Seller and Listing Broker set forth under this Form shall survive the termination of this Form. **(F) Execution and Amendment.** This Form may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Electronically submitted signatures are deemed to be equivalent to original signatures for the purposes of this Form. MIAMI REALTORS® shall be deemed to have executed this Form upon the last date all Parties have executed this Form. This Form may not be amended except in writing, agreed to and signed by Listing Broker, Seller, and MIAMI REALTORS®.

BY SIGNING BELOW, THE SELLER AND LISTING BROKER BOTH CERTIFY THAT THEY HAVE READ AND UNDERSTAND THE INFORMATION IN THIS FORM. Add additional sheets, as necessary, if there is more than one Seller.

SELLER

Signature: _____

Printed name: _____

Date: _____

Email: _____

Telephone: _____

Address: _____

City, State, Zip: _____

LISTING BROKER

Signature: _____

Printed name: _____

Date: _____

Email: _____

Telephone: _____

Brokerage: _____

Title: _____

DISCLAIMERS:

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. THIS FORM DOES NOT CONSTITUTE LEGAL ADVICE. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. THIS FORM DOES NOT CONSTITUTE AN OPINION THAT ANY OF THE TERMS AND CONDITIONS OF THIS FORM SHOULD BE ACCEPTED BY THE PARTIES IN A PARTICULAR TRANSACTION. ALL TERMS AND CONDITIONS MUST BE NEGOTIATED BASED UPON THE PARTIES' RESPECTIVE INTERESTS, OBJECTIVES, AND BARGAINING POSITIONS OF ALL INTERESTED PERSONS. ALL BUSINESS DECISIONS MUST BE MADE UNILATERALLY AND INDEPENDENTLY. THE PARTIES USE THIS FORM AT THEIR OWN RISK. IT CONTAINS GENERAL INFORMATION AND MAY NOT REFLECT CURRENT LEGAL DEVELOPMENTS OR INFORMATION. IT CONTAINS LINKS TO OTHER THIRD-PARTY WEBSITES, WHICH ARE ONLY FOR THE CONVENIENCE OF THE RECIPIENT. NOTHING IS INTENDED TO CREATE AN ATTORNEY-CLIENT RELATIONSHIP AND SHALL NOT BE CONSTRUED AS LEGAL ADVICE. THE INFORMATION IS NOT GUARANTEED TO BE CORRECT, COMPLETE, CURRENT, OR SUITABLE. MIAMI REALTORS® MAKES NO WARRANTY, EXPRESSED OR IMPLIED, ABOUT THE ACCURACY OR RELIABILITY OF THE INFORMATION IN THIS FORM AND IN THESE MATERIALS. RECIPIENTS OF THE INFORMATION IN THIS FORM AND PARTIES USING THIS FORM SHOULD NOT ACT OR REFRAIN FROM ACTING ON THE BASIS OF ANY INFORMATION WITHOUT SEEKING APPROPRIATE LEGAL ADVICE ON THE PARTICULAR FACTS AND CIRCUMSTANCES AT ISSUE FROM AN ATTORNEY LICENSED IN THE RESPECTIVE PARTY'S STATE. MIAMI REALTORS® EXPRESSLY DISCLAIMS ALL LIABILITY WITH RESPECT TO ACTIONS TAKEN OR NOT TAKEN BY THE RECIPIENT BASED ON ANY OR ALL OF THE INFORMATION IN THIS FORM. BY USING THIS FORM, THE PARTIES ARE AGREEING TO THESE TERMS AND CONDITIONS.