



ANTICIPATED BROKER COMPENSATION DISCLOSURE

(C.A.R. Form ABCD, Revised 6/24)

_____ (“Broker”)
is a real estate licensee providing services to _____ (“Buyer”).
Broker anticipates receiving compensation from Seller or Seller’s Broker or Other _____
if Buyer purchases any property identified below.

Buyer is aware that any **compensation** paid by Seller, directly or indirectly through Seller’s broker, affects the Seller’s total costs and expenses for the transaction and may impact the price Seller is willing to accept. **If, for a specified Property, Broker has provided Buyer with a copy of a document that identifies the compensation offered to a cooperating broker for a listed property, such as a Cooperating Broker Compensation Agreement (C.A.R. Form CBC) that property may but does not have to be listed below. Broker, independently or through Escrow, will disclose the final compensation Broker receives from anyone other than Buyer.**

Buyer’s Brokerage Firm _____ DRE Lic # _____
By _____ DRE Lic # _____ Date _____
By _____ DRE Lic # _____ Date _____

Buyer acknowledges that Buyer has read, understands, and received a Copy of this Anticipated Broker Compensation Disclosure. By initialing in the box below, Buyer acknowledges being advised of the Broker’s anticipated compensation for the property identified.

Buyer _____ Date _____
Buyer _____ Date _____

THIS SECTION TO BE FILLED OUT WHEN THE PROPERTY IS BEING SHOWN OR WHEN AN OFFER IS BEING MADE.

Agent Initials	Buyer Initials	Property Address:	Date: First shown Or offer made	Compensation Offered:	Source:
____/____	____/____		____/____/____	____% of Price OR \$ _____	<input type="checkbox"/> Seller <input type="checkbox"/> Seller’s Broker <input type="checkbox"/> _____
____/____	____/____		____/____/____	____% of Price OR \$ _____	<input type="checkbox"/> Seller <input type="checkbox"/> Seller’s Broker <input type="checkbox"/> _____
____/____	____/____		____/____/____	____% of Price OR \$ _____	<input type="checkbox"/> Seller <input type="checkbox"/> Seller’s Broker <input type="checkbox"/> _____
____/____	____/____		____/____/____	____% of Price OR \$ _____	<input type="checkbox"/> Seller <input type="checkbox"/> Seller’s Broker <input type="checkbox"/> _____
____/____	____/____		____/____/____	____% of Price OR \$ _____	<input type="checkbox"/> Seller <input type="checkbox"/> Seller’s Broker <input type="checkbox"/> _____
____/____	____/____		____/____/____	____% of Price OR \$ _____	<input type="checkbox"/> Seller <input type="checkbox"/> Seller’s Broker <input type="checkbox"/> _____
____/____	____/____		____/____/____	____% of Price OR \$ _____	<input type="checkbox"/> Seller <input type="checkbox"/> Seller’s Broker <input type="checkbox"/> _____
____/____	____/____		____/____/____	____% of Price OR \$ _____	<input type="checkbox"/> Seller <input type="checkbox"/> Seller’s Broker <input type="checkbox"/> _____
____/____	____/____		____/____/____	____% of Price OR \$ _____	<input type="checkbox"/> Seller <input type="checkbox"/> Seller’s Broker <input type="checkbox"/> _____
____/____	____/____		____/____/____	____% of Price OR \$ _____	<input type="checkbox"/> Seller <input type="checkbox"/> Seller’s Broker <input type="checkbox"/> _____

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1. **WHEN SELLERS LIST THEIR PROPERTY FOR SALE THROUGH A REAL ESTATE BROKER THEY AGREE TO PAY THE SELLER'S BROKER WHEN ESCROW CLOSES. THE SELLER MAY ALSO AUTHORIZE THE SELLER'S BROKER TO SHARE COMPENSATION WITH A BUYER'S BROKER OR MAY AGREE TO DIRECTLY PAY THE BUYER'S BROKER:**
 - A. **Listing Agreement Compensation is Negotiable:** When a seller enters into a listing agreement with a broker, the seller authorizes the broker to find a buyer for the seller's property and agrees to pay the seller's broker if a buyer is found who purchases the property. Compensation amounts are not fixed by law but are instead negotiable between the seller and the seller's broker. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations. If the seller approves, a listing agreement may authorize the seller's broker to share part of that broker's compensation with the broker who represents the buyer, and the amount the seller's broker agrees to pay the buyer's broker will be incorporated into the overall compensation the seller is obligated to pay the seller's broker.
 - B. **Offering Compensation to a Buyer's Broker is Negotiable:** Sellers and Seller's brokers are not required by law or otherwise to offer compensation to buyer's brokers. Offering to share compensation with a buyer's broker may provide the seller with benefits. The promise of payment from the seller's broker to the buyer's broker may lead to a quicker or more efficient transaction because:
 - (1) Knowing the overall cost of broker compensation at time of listing allows a seller to more easily calculate the seller's net proceeds when evaluating offers and counter offers;
 - (2) The seller's property may become more attractive to buyers who need a loan to finance the purchase price, since buyer's broker compensation would be paid from the seller's proceeds at the time of closing, rather than "out of pocket" by the buyer who may have limited funds. Many buyers have limited funds after paying a deposit, a down payment, property inspections costs, and other costs for closing. These buyers may be more likely to write an offer for the seller's property if they are able to effectively finance the buyer broker compensation into the cost of their loan rather than coming up with additional funds. By making the seller's property attractive to all buyers, regardless of their ability to directly pay a buyer's broker, the pool of prospective buyers for the seller's property will likely increase;
 - (3) Offering compensation to buyer's brokers allows the Seller to inform brokers representing prospective buyers they can rely on the efficient payment of their compensation without adding to buyer's closing costs.
 An offer of compensation from the seller's broker to the buyer's broker is optional; a seller may instruct the seller's broker to offer no such compensation. In the listing agreement, or amendment, the seller instructs the seller's broker whether to offer any compensation to the buyer's brokers, and, if so, how much.
2. **BUYER'S BROKERS COMPENSATION ARRANGEMENTS:** In California, a buyer representation agreement is recommended and required in certain circumstances, **which may limit the amount a buyer's broker may be paid to the amount in the agreement.**
 - A. Buyers and their brokers benefit when the terms of their relationship and respective duties are written because expressed written terms establish mutual expectations and help avoid misunderstandings over buyer and broker duties and the amount of compensation the buyer's agent expects to be paid.
 - B. Many sellers authorize their brokers to offer compensation to buyer's brokers in the listing agreement. This may be used to offset the obligation a buyer has under a buyer representation agreement.
 - C. A buyer's broker should communicate with the buyer about how the broker will be paid for their work in representing the buyer.
 - D. In the absence of a buyer representation agreement, if the compensation offered to the buyer's broker from third parties is insufficient to meet the expectations of the buyer's broker, and the buyer's broker is unable, prior to drafting an offer on behalf of the buyer, to reach an agreement with the **seller or seller's broker** to be paid an amount the broker deems adequate, buyer's brokers are not obligated to represent the buyer.
3. **METHODS FOR BUYER'S BROKER TO OBTAIN COMPENSATION:**
 - A. **Buyer Pays the Compensation through a Buyer Representation Agreement:** A buyer's broker may negotiate the amount of compensation expected directly with the Buyer who may choose to simply pay their own agent.
 - B. **Seller Pays the Compensation**
 - (1) **Buyer negotiates for Seller to Pay Buyer's Obligation under a Buyer Representation Agreement:** A buyer may negotiate a term in the purchase agreement, asking the seller to pay the obligation they have already agreed to pay their own agent in a buyer representation agreement. This option should be discussed when creating a buyer representation agreement and prior to an offer being made.
 - (2) **Buyer's Agent negotiates an agreement directly with Seller:** If a seller is unrepresented or does not have an exclusive agency relationship with another agent, a buyer's agent may approach that seller to obtain a single party compensation agreement where the seller agrees to pay the buyer's broker compensation without necessarily creating an agency relationship.
 - C. **Seller's Agent Pays the Compensation to Buyer's Agent:** A seller may have authorized the seller's broker to offer compensation to the buyer's broker in the listing agreement. A buyer's agent may want to inquire with a seller's agent about whether they have such authorization. A seller's agent and buyer's agent can enter into a cooperating broker compensation agreement where the seller's broker agrees to compensate the buyer's broker.

By signing below, Seller or Buyer acknowledges that they have read, understand, and have received a Copy of this Broker Compensation Advisory. Seller or Buyer acknowledges they have been advised of their various options regarding compensation to be paid to real estate brokers and that any written agreement they have signed with a seller's or buyer's broker reflects a mutual understanding.

Seller/Buyer _____ Date _____

Seller/Buyer _____ Date _____



BUYER REPRESENTATION AND BROKER COMPENSATION AGREEMENT

(C.A.R. Form BRBC, Revised 6/24)

- 1. RIGHT TO REPRESENT:** _____ (“Buyer”) grants _____ (“Broker”) the non-exclusive right (unless **Exclusive** is checked in **paragraph 2A(2)**) to represent Buyer in acquiring real property or a manufactured home for the Representation Period* in **paragraph 2A(1)**.
 * The maximum representation period allowed is 3 months from the date this Agreement is made unless Buyer is a corporation, limited liability company, or partnership
- 2. TERMS OF REPRESENTATION:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 4 pages. Buyer is advised to read all 4 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A(1)	Representation Period *(see above)	Beginning on _____ (date) Ending at 11:59 P.M. on _____ (date) OR upon completion of a resulting transaction, whichever occurs first
A(2)	4B Type of Representation	Non-exclusive, OR <input type="checkbox"/> Exclusive. If “ Exclusive ” is checked, Broker is entitled to compensation if Buyer acquires Property during the Representation Period with or without Broker Involvement, even if another broker is also entitled to be paid for representing Buyer.
B	Property to be Acquired	Broker, including any associate licensee working through Broker on behalf of Buyer, provides services for the types of properties and in the locations specified below.
B(1)	Property type: (applies unless B(4) or (5) is checked); check all that apply; if SFR doesn’t apply, use last option)	Single family residential, including condominiums and manufactured homes (SFR), <input type="checkbox"/> Multi-family residential with two to four units, <input type="checkbox"/> Multi-family residential with 5 or more units, <input type="checkbox"/> Industrial, <input type="checkbox"/> Vacant Land, <input type="checkbox"/> Commercial, <input type="checkbox"/> Tenancy in common <input type="checkbox"/> Other: _____ <input type="checkbox"/> SFR is excluded from this Agreement
B(2)	Location	<input type="checkbox"/> County(ies): _____ <input type="checkbox"/> City(ies): _____
B(3)	Additional Description	_____
B(4)	<input type="checkbox"/> The following specified properties only:	_____
B(5)	<input type="checkbox"/> The properties identified on the attached list.	
B(6)	7 Properties Excluded from Representation	_____
C	<input type="checkbox"/> Additional Buyer Preferences and Priorities	See attached Buyer Identification of Preferences and Priorities (C.A.R. Form BIPP)
D	Broker Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker (real estate commissions include all compensation and fees to Broker). See attached Broker Compensation Advisory (C.A.R. Form BCA).	
D(1)	4 Amount of Compensation	_____ percent of the acquisition price AND \$ _____, OR <input type="checkbox"/> \$ _____, OR <input type="checkbox"/> Pursuant to the compensation schedule attached which is incorporated herein.
D(2)	4F-G Payments from Third Parties	Shall be credited against Buyer’s obligation to pay Broker. Broker shall not receive any amount in excess of paragraph 2D(1) unless that amount is modified in a subsequent written agreement between Broker and Buyer at the time the overage amount is known. If Broker has a listing agreement with Seller, see paragraph 4F .
D(3)	4C Continuation of Right to Compensation for Broker Involved Properties	_____ calendar days after the Representation Period or any extension
E	5 Cancellation Notice	Non-exclusive: effective upon receipt OR <input type="checkbox"/> _____ days after receipt; Exclusive: effective 30 days after receipt.
F	9B Buyer Financial/Personal Information (C.A.R. Form BFPI)	Within 5 (or _____) calendar days from the execution of this Agreement <input type="checkbox"/> Buyer intends to purchase using a VA loan <input type="checkbox"/> Buyer does not have sufficient funds to pay Broker
G	Other Terms	_____



3. **ADVISORIES, ADDENDA AND DISCLOSURES:** The following advisories, addenda and disclosures are attached:

- A. Broker Compensation Advisory (C.A.R. Form BCA)
B. Other

4. **COMPENSATION TO BROKER:**

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).

A. **ADVISORY:** Buyer has been advised that how much a broker is compensated in a real estate transaction, and who compensates the broker, is negotiable.

B. **BROKER RIGHT TO COMPENSATION:** Broker shall be entitled to compensation specified in **paragraph 2D(1)** from Buyer if during the Representation Period, or any extension thereafter, Buyer enters into an agreement to purchase, lease, or otherwise acquire any Property described in **paragraph 2B**, and the seller thereafter completes the transaction or is prevented from doing so by default of Buyer as follows:

(1) **NON-EXCLUSIVE REPRESENTATION; BROKER INVOLVEMENT:** Compensation is payable only if there was Broker Involvement with the Property. "Broker Involvement" means any of the following: (i) Buyer physically entered and was shown the Property by Broker; (ii) Broker showed the Property to Buyer virtually; (iii) Broker submitted to seller a signed, written offer from Buyer to acquire, lease, exchange or obtain an option on the Property; (iv) Broker performed a market analysis related to the Property or reviewed property specific documents or disclosures with Buyer; or (v) the Property was introduced to Buyer by Broker or one for which Broker acted on Buyer's behalf. However, merely sending Buyer a list of properties shall not be deemed Broker Involvement without documented action on the part of Broker analyzing the Property for Buyer, specifically, or assisting Buyer in the potential acquisition of the Property, or communicating with seller or seller's agent regarding Buyer's potential acquisition of the Property.

(2) **EXCLUSIVE REPRESENTATION; BUYER ACQUISITION:** This Agreement shall be exclusive and irrevocable. Broker will devote time and resources to assist Buyer in finding and acquiring the Property in the expectation of being paid for Broker's services. **Broker is entitled to compensation if Buyer acquires Property during the Representation Period with or without Broker Involvement, even if another broker is also entitled to be paid for representing Buyer.**

(3) **BUYER INCLUDES** any person or entity, other than Broker, related to Buyer or who in any manner acts on Buyer's behalf to acquire Property described in **paragraph 2B**.

C. **CONTINUATION OF RIGHT TO COMPENSATION FOR BROKER INVOLVED PROPERTIES:** Broker shall be entitled to the compensation provided for in **paragraph 2D(1)** if, within the time specified in **paragraph 2D(3)** or if there is a cancellation, within that same amount of time after the effective date of the cancellation in **paragraph 2E**, Buyer enters into an agreement to acquire Property for which there was Broker Involvement provided, prior to expiration of this Agreement or any extension thereof or, if there is a cancellation, within **five (5) Days after** the effective date of the cancellation, Broker delivers Buyer a written notice of those properties for which there was Broker Involvement (C.A.R. Form NBIP).

D. **TIMING OF COMPENSATION:** Compensation is payable:

(1) Upon completion of any resulting transaction, and through escrow. Broker shall be entitled to compensation whether any escrow resulting from an agreement for Property specified in **paragraph 2B** closes during or after the expiration of the Representation Period.

(2) If acquisition is prevented by default of Buyer, upon Buyer's default.

(3) If acquisition is prevented by a party to the transaction other than Buyer, when Buyer collects damages by suit, settlement or otherwise. Compensation shall equal one-half of the damages recovered, not to exceed the compensation provided for in **paragraph 2D(1)**, after first deducting the unreimbursed payments, credits and expenses of collection and suit, if any.

E. **PAYMENT THROUGH ESCROW:** Buyer hereby irrevocably assigns to Broker the compensation provided for in this Agreement from Buyer's funds in escrow. Buyer agrees to submit to escrow any funds needed to compensate Broker under this Agreement. Broker may submit this Agreement, as instructions to compensate Broker, to any escrow regarding property involving Buyer and a seller or other transferor.

F. **ACCOUNTING FOR PAYMENTS TO BROKER IF BROKER ALSO REPRESENTS SELLER:** Notwithstanding **paragraph 2D(2)**, if Broker has a listing agreement with the seller of the property to be purchased, no credit toward Buyer's compensation obligation shall be given for the amount due Broker by seller for the compensation Broker is owed as the seller's agent. Buyer will pay the amount in **paragraph 2D(1)**, less any amount offered by Broker to buyer's agents.

G. **THIRD-PARTY PAYMENTS LESS THAN BUYER COMPENSATION OBLIGATION:** If Buyer owes Broker compensation, after first deducting payments due to Broker from third parties, Broker and Buyer should discuss the potential benefits and detriments of including a term in any offer Buyer makes obligating Seller to pay Broker, directly or through escrow, for any compensation that Buyer owes Broker.

H. **DISCLOSURE OF ANTICIPATED PAYMENTS TO BROKER BY OTHERS:**

(1) Broker, at the earliest practical time prior to writing an offer on a property will disclose to Buyer the amount of compensation Broker expects to receive from a third-party on that property by providing Buyer with either: (i) a copy of a Cooperating Broker Compensation Agreement (C.A.R. Form CBC) or other writing, including website offers, showing an offer of compensation from the seller's broker; or (ii) a separate document, such as an Anticipated Broker Compensation Disclosure (C.A.R. Form ABCD).

(2) Broker, independently or through escrow, will disclose the final compensation Broker receives from anyone other than Buyer.

(3) If the third-party does not pay as anticipated, and the third party has contractually agreed with Buyer to pay all or part of Broker's compensation, Buyer assigns to Broker any rights Buyer has to pursue the third party for such compensation.

5. **CANCELLATION OF BUYER REPRESENTATION AGREEMENT:** Either Buyer or Broker may cancel this Agreement by giving written notice to the other within the time specified in **paragraph 2E**. Broker shall nonetheless be entitled to compensation if, during the Representation Period or any time specified in **paragraph 2D(3)**, Buyer acquires Property for which there was Broker Involvement provided Broker delivers to Buyer a written list of those properties for which there was Broker Involvement. The written list of Broker Involvement properties shall be delivered to Buyer within 5 calendar days after the effective date of the cancellation. Before, during and after the 5-day period, Buyer is advised to notify any other broker of Broker's rights under this paragraph.

6. **AGENCY RELATIONSHIPS:**

A. **DISCLOSURE:** Buyer acknowledges receipt of the "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD) prior to entering into this Agreement.

B. **POSSIBLE DUAL AGENCY WITH SELLER:** Broker will represent Buyer in any resulting transaction. Broker may act as an agent for both Buyer and a seller. Broker, in writing, shall confirm the agency relationship with only Buyer, or both Buyer and Seller, prior to or concurrent with Buyer's execution of a contract to acquire a Property. Buyer acknowledges receipt of a Possible Representation of More Than One Buyer or Seller – Disclosure and Consent (C.A.R. Form PRBS).

7. PROPERTIES EXCLUDED FROM REPRESENTATION:

- A. ADVISORY REGARDING BUYER SIGNING MULTIPLE REPRESENTATION AGREEMENTS:** Buyer is advised (i) if another broker showed Buyer the Property, virtually or in-person, or wrote an offer on the Property for Buyer, or otherwise acted on Buyer's behalf for the Property, even if under a non-exclusive agreement, Buyer may owe compensation to that Broker if Buyer purchases the Property; and (ii) if Buyer has signed an exclusive buyer representation agreement with another broker that has not expired Buyer may owe compensation to that Broker if Buyer purchases the Property even if that other broker had no involvement with the Property. Buyer shall inform Broker in writing if Buyer has signed a representation agreement with any other Broker for any property described in **paragraph 2B** and shall disclose in **paragraph 2B(6)** any property for which Buyer is obligated to pay another broker.
- B.** Buyer acknowledges that for the Property identified in **paragraph 2B**, excluding any Property specified in **paragraph 2B(6)** Buyer: (i) has not entered into an exclusive representation agreement with another broker; and (ii) has no obligation, even under a non-exclusive representation agreement, to pay compensation to any other broker arising out of the acquisition of the Property.
- C.** If Property is excluded in **paragraph 2B(6)**, Buyer acquires a Property during the time Buyer is obligated to compensate another broker, Broker is neither entitled to compensation under this Agreement, nor obligated to represent Buyer in such transaction.

8. BROKER AUTHORIZATIONS AND OBLIGATIONS:

- A.** Buyer authorizes Broker and Broker agrees to use the skill and diligence of a reasonably competent real estate licensee to provide guidance to and help Buyer with the acquisition of Property. Broker will assist Buyer by (i) locating and presenting selected properties to Buyer, presenting offers authorized by Buyer, and assisting Buyer in negotiating for acceptance of such offers and, as applicable, terms and conditions following such acceptance, and facilitating the escrow process for such accepted offers; (ii) as directed by or agreed with Buyer, ordering reports and Investigations, and scheduling and attending meetings and appointments with professionals chosen by Buyer; and (iii) upon request, providing Buyer with a list of professionals or vendors who perform the services described in the attached Buyer's Investigation Advisory, provided Broker has a referral list for such requested services; and (iv) upon request, assisting Buyer with the financing process by making referrals to lenders known to Broker, and assisting Buyer in obtaining loan pre-qualification, to the extent Broker can do so without acting as a Mortgage Loan Broker.
- B.** If the Property contains residential property with one to four dwelling units, Broker will conduct a reasonably competent and diligent, visual inspection of the accessible areas of the one to four Property (excluding any common areas) and disclose to Buyer all facts materially affecting the value or desirability of such Property that are revealed by this inspection.
- C.** Broker shall deliver or communicate to Buyer any disclosures, materials or information received by, in the personal possession of or personally known to the individual signing for Broker during the Representation Period. Unless otherwise specified in writing, any information provided through Broker in the course of representing Buyer has not been and will not be verified by Broker.
- D.** Broker's services are performed in compliance with federal, state and local anti-discrimination laws.

9. BUYER OBLIGATIONS:

- A. GOOD FAITH:** Buyer agrees to timely view and consider properties selected by Broker and to negotiate in good faith to acquire a property. Buyer further agrees to act in good faith toward the completion of any contract entered into for a Property in furtherance of this Agreement.

B. FINANCIAL AND PERSONAL INFORMATION:

- (1) Within the time specified in **paragraph 2F**, Buyer shall provide relevant personal and financial information, including, but not limited to, proof of funds needed to buy and to pay Broker, and a preapproval/prequalification letter, to Broker to assure Buyer's ability to acquire Property. If Buyer fails to provide such information, or if Buyer does not qualify financially to acquire Property, then Broker may cancel this Agreement in writing.
- (2) If either box is checked in **paragraph 2F**, for any Property for which Buyer writes an offer to purchase, Buyer authorizes Broker to include a term in Buyer's offer seeking payment from seller of Buyer's compensation obligation to Broker. This Buyer Representation Agreement is contingent upon either the seller, agreeing in an accepted offer or counter offer to pay Broker, or seller's broker agreeing in a separate document (C.A.R. Form CBC) to pay Buyer's Broker. If the purchase agreement does not include a term obligating seller to pay Broker, and Broker is unable to reach an agreement with the seller's broker to be paid, Broker is not obligated to represent the Buyer and may terminate any agency relationship related to that purchase.

- C. REASONABLE CARE AND OTHER PROFESSIONAL ASSISTANCE:** Buyer is obligated, and agrees, to read all documents provided to Buyer. Buyer agrees to seek desired assistance from appropriate professionals, selected by Buyer, such as those referenced in the attached Buyer's Investigation Advisory. Buyer is advised to read the attached Buyer's Investigation Advisory and Buyer Transactional Advisory for a list of items and other concerns that may warrant investigation by Buyer or other professionals.

- D. REPORTS/INVESTIGATIONS:** Buyer agrees to pay for reports, Investigations and meetings arranged by Broker on Buyer's behalf.

- E. BUYER MATERIAL ISSUES:** Buyer shall notify or update Broker in writing (C.A.R. Form BIPP) of any material issue to Buyer for any property for which buyer makes an offer, or has already made an offer such as, but not limited to, Buyer requests for information on, or concerns regarding, any particular subject of interest or importance to Buyer. If Buyer does not provide such information for a specific property FOR WHICH Buyer makes an offer, that property shall be deemed to satisfy Buyer's preferences and priorities notwithstanding any language in a previous BIPP, if one has been completed.

- F. INCORRECT, INCOMPLETE OR INACCURATE INFORMATION:** Buyer agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, and costs arising from any incorrect information supplied by Buyer, or from any material issues that Buyer fails to disclose in writing to Broker.

- 10. ATTORNEY FEES:** In any action, proceeding or arbitration between Buyer and Broker arising out of this Agreement, Buyer and Broker are each responsible for paying their own attorney fees and costs, except as otherwise specified in **paragraph 12A**.

- 11. MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within 5 Days after its execution.

12. DISPUTE RESOLUTION:

- A. MEDIATION:** Buyer and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then if that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney's fees from the non-mediating party, notwithstanding the terms in **paragraph 10**. Exclusions from the mediation agreement are specified in **paragraph 12B**.

B. MEDIATION TERMS: The following matters are excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provisions, provided the filing party, concurrent with or immediately after such filing, makes a request to the court for a stay of litigation pending any mediation proceeding.

13. ENTIRE AGREEMENT: All understanding between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered or changed, except in writing signed by Buyer and Broker. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy, facsimile, or electronic, may be executed in counterparts.

14. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall deliver to Broker, within **3 Days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

15. CONFIRMATION OF COMPENSATION: Buyer confirms that the compensation specified in **paragraph 2D(1)** for Broker's services is ____% of the acquisition price and \$ _____, \$ _____, specified in the attached compensation schedule.

Buyer acknowledges that Buyer has read, understands, received a copy of and agrees to the terms of this Agreement.

ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 14** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: _____.
- (4) **A. If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).**
B. If Property is sold under the jurisdiction of a probate court, identify Seller as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____.

BUYER SIGNATURE(S):

(Signature) By, _____ Date: _____
Printed name of Buyer: _____
 Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State _____ Zip _____
Email _____ Phone _____

(Signature) By, _____ Date: _____
Printed name of Buyer: _____
 Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
Address _____ City _____ State _____ Zip _____
Email _____ Phone _____

Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) _____ Lic# _____
Address _____ City _____ State _____ Zip _____
By (Broker/Agent) _____ Date _____
Tel. _____ E-mail _____ Lic# _____
By (Broker/Agent) _____ Date _____
Tel. _____ E-mail _____ Lic# _____

- More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- Two Brokers with different companies are representing the Buyer. Co-Buyer Brokers information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA)

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COOPERATING BROKER COMPENSATION AGREEMENT AND ESCROW INSTRUCTION

(C.A.R. Form CBC, Revised 6/24)

1. IDENTITY OF SELLER'S BROKERAGE FIRM, PROPERTY AND SELLER:

_____ ("Seller's Broker") is a real estate broker who has entered into a written agreement for the marketing and sale or lease of the real property, manufactured home, or business opportunity described as _____, Assessor's Parcel No. _____, situated in _____, County of _____, California ("Property") for _____ ("Seller"). Buyer and Seller are referred to as the "Parties."

2. IDENTITY OF BUYER'S BROKERAGE FIRM (COOPERATING BROKER) AND BUYER:

_____ ("Buyer's Broker") is a real estate broker representing _____ ("Buyer"), who has offered, is contemplating making an offer, or has entered into a contract, to purchase or lease the Property.

3. **OFFER REGARDING COMPENSATION:** Seller's Broker agrees to pay Buyer's Broker compensation in the amount _____% of the selling (or leasing) price or \$ _____.

4. **SALE TO TENANT PROCURED BY BUYER'S (TENANT'S) BROKER:** If Property is listed for lease, and Tenant's Broker procures a tenant for the Property, and, during the term of the lease or any extension, that tenant acquires the Property and becomes a Buyer, Tenant's Broker compensation on the sale shall be _____% of the selling price or \$ _____.

5. **Other:** _____

6. BROKER INSTRUCTION TO ESCROW HOLDER:

Seller's Broker and Buyer's Broker instruct Escrow Holder to disburse to Buyer's Broker the amount specified in paragraph 3 or 4 or 5, out of Seller's Broker's proceeds in escrow, and upon Close Of Escrow of the Property. This compensation instruction can be amended or revoked only with the written consent of both Brokers. Escrow Holder shall immediately notify Brokers if either Broker instructs Escrow Holder to change the terms of this instruction.

7. DISPUTE RESOLUTION:

A. **MEDIATION:** (1) Seller's Broker and Buyer's Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved.

B. **ARBITRATION:** Seller's Broker and Buyer's Broker agree that any dispute or claim between them arising out of the agreement, which is not settled through mediation, shall be decided by arbitration conducted by the Association of Realtors to which the Seller's Broker belongs.

By signing below, the undersigned acknowledges that each has read, understands, accepts and has received a Copy of this Agreement.

Seller's Broker (Firm) _____ DRE Lic. # _____
By (Agent) _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Buyer's Broker (Firm) _____ DRE Lic. # _____
By (Agent) _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

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COMMERCIAL AND RESIDENTIAL INCOME LISTING AGREEMENT

(May be used for commercial and any residential income property regardless of number of units)
(C.A.R. Form CLA, Revised 6/24)

Date Prepared: _____

1. EXCLUSIVE AUTHORIZATION: _____ (“Owner”) hereby employs and grants _____ (“Broker”) the exclusive and irrevocable right to: SELL, LEASE, EXCHANGE, OPTION, or OTHER _____ the real property described as _____, situated _____ (City), _____ (County), California, _____ (Zip Code), Assessor’s Parcel No. _____ (“Property”) for the Listing Period* in **paragraph 2A(1)**.

* The maximum listing period allowed by law for residential property improved with one to four units is 24 months from the date this Agreement is made. This restriction does not apply if Owner is a corporation, LLC or partnership. It is unlawful to record or file this listing Agreement, or a memorandum or notice thereof, with the county recorder.

2. TERMS OF LISTING AGREEMENT: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 7 pages. Owner is advised to read all 7 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A(1)		Listing Period	Beginning on _____ (date) Ending at 11:59 P.M. on _____ (date)
A(2)		Listing Price	_____ Dollars (\$ _____)
B		Property Specific Listings	<input type="checkbox"/> Manufactured (mobile) home (C.A.R. Form MHLA attached) <input type="checkbox"/> Probate, conservatorship or guardianship (C.A.R. Form PLA attached)
C	Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker). See attached Broker Compensation Advisory (C.A.R. Form BCA).		
C(1)	4A	Compensation to Owner’s Broker (only Owner’s side of transaction)	_____ % of the listing price (or if a purchase agreement is entered into, of the purchase price) AND _____ OR <input type="checkbox"/> \$ _____,
C(2)	4B	<input type="checkbox"/> Optional additional compensation, if any, Offered to Transferee’s brokers (and paid through Owner’s Broker)	_____ % of the purchase price OR <input type="checkbox"/> \$ _____,
C(3)		<input type="checkbox"/> Additional Compensation if Transferee is unrepresented	_____ % of the purchase price AND _____ OR <input type="checkbox"/> \$ _____,
C(4)	4C(2)	If same individual agent represents both Owner and Transferee	The total combined compensation shall be C(1) + C(2) OR <input type="checkbox"/> \$ _____.
C(5)	4C(1)	Total Compensation to Broker(s) Unless otherwise agreed in writing, Owner shall pay Broker:	(a) The amount specified, if any, in C(1) + C(2) if Transferee is represented, OR (b) The amount specified in C(4) if the individual agent represents both Owner and Transferee; OR (c) The amount specified in C(1) + C(3), if Owner is unrepresented.
C(6)	4D(2)	Continuation of Right to Compensation for Broker Identified Prospective Transferees	_____ calendar days after the Listing Period or any extension
C(7)	4F	Owner Obligation to Pay Previous Brokers	Previous Listing/Other Broker(s): _____ Compensation to above Broker(s) owed if Property transferred to: _____
D	5	<input type="checkbox"/> Owner Concessions	Owner authorizes Broker to put in the MLS that Owner is willing to consider offers asking for concessions, AND <input type="checkbox"/> an amount up to _____ % of the purchase price OR <input type="checkbox"/> \$ _____
E	Items Intended to be Included and Excluded		
E(1)	6A	Items Included	<input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;
E(2)	6A	Excluded Items:	<input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;
E(3)	6B	Leased Items:	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Alarm System(s); <input type="checkbox"/> Propane Tank(s); <input type="checkbox"/> Water Softener; <input type="checkbox"/> _____
E(4)	6B	Liened Items:	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Windows or Doors; <input type="checkbox"/> Heating/Ventilation/Air conditioning systems <input type="checkbox"/> _____; <input type="checkbox"/> _____
E(5)	6B	(a) Smart Home Features Owner prefers to Include: _____ (b) Smart Home Features Owner prefers to Exclude: _____	



F		MLS and Public Marketing	
F(1)	7-10	Property will be marketed in the following MLS	Primary _____ Other(s): _____
F(2)	9C	Coming Soon Status	Owner does (<input type="checkbox"/> does not) authorize Broker to market the property per the Coming Soon status in Broker's MLS, if any
F(3)	9D	Public Marketing	To begin on the Beginning Date of this Agreement or <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> Owner instructs Broker not to market the property to the public (C.A.R. Form SELM)
F(4)	8	Placing property listing in MLS (Clear Cooperation)	Property listing will be placed in the MLS within one business day of public marketing (Clear Cooperation), <input type="checkbox"/> Clear Cooperation does not apply to the listing.
F(5)	10C	Listing features kept off the internet	Owner does (<input type="checkbox"/> does not) authorize the MLS to make all listing information available to internet sites. If checked, see C.A.R. Form SELI for exclusions.
G		Broker's and Owner's Duties	
G(1)	12B(2)	Timing of Presentation of Offers	Owner instructs Broker to present all offers received as soon as practicable OR <input type="checkbox"/> Offers shall be presented on _____ (date) or <input type="checkbox"/> _____ Days after the property is listed as active on the MLS
G(2)	9G	Transferee Supplemental Offer Letters (Transferee Letters)	Owner instructs Broker not to present Transferee letters, OR <input type="checkbox"/> Owner instructs Brokers to present Transferee Letters. If Owner requests or relies on Transferee Letters, Owner is acting against Broker's advice.
G(3)	12D	Investigation Reports	<input checked="" type="checkbox"/> Natural Hazard Disclosure <input type="checkbox"/> Structural Pest Control, <input type="checkbox"/> General Property Inspection, <input type="checkbox"/> Homeowners Association Documents, <input type="checkbox"/> Preliminary (Title) Report, <input type="checkbox"/> Roof Inspection, <input type="checkbox"/> Pool Inspection, <input type="checkbox"/> Septic/Sewer Inspection, <input type="checkbox"/> Other: _____ Owner shall order and pay for any reports selected within 5 (or _____) Days of the Beginning Date of this Agreement
H(1)	16A	<input type="checkbox"/> Owner instructs Broker not to take or use photographs in marketing, except as required by MLS rules.	
H(2)	16B	MLS Instruction Re. Photographs	Visitors are not restricted from taking pictures of the property, OR <input type="checkbox"/> Owner instructs Broker to include MLS terms that only persons preparing appraisals or inspection reports may take pictures of the property.
I	25	Exceptions to Ownership/Title	_____
J		<input type="checkbox"/> Owner intends to include a contingency to purchase a replacement property as part of any transaction (see C.A.R. Form SPRP)	
K	17, 18	Owner Opt Outs	<input type="checkbox"/> Key safe/Lockbox <input type="checkbox"/> Signs
L		Additional Terms	_____

3. ADVISORIES AND ADDENDA:

A. Advisories

- Broker Compensation Advisory (C.A.R. Form BCA)
- REO Advisory Listing (C.A.R. Form REOL)
- Short Sale Information and Advisory (C.A.R. Form SSIA)
- Trust Advisory (C.A.R. Form TA)
- Other: _____

B. Addenda. The addenda identified below are incorporated into this Agreement.

- Other: _____
- Other: _____

4. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).

A. OWNER'S BROKER COMPENSATION: Owner agrees to pay to Broker as compensation for services for representing Owner, the amount specified in paragraph 2C(5).

B. OFFER TO COMPENSATE TRANSFEE'S BROKER:

- (1) **ADVISORY:** Compensation is negotiable and Owner is not required to pay Transferee's broker compensation, either through Broker or directly. Owner has been advised of the advantages and disadvantages of offering to compensate Transferee's broker. See attached Broker Compensation Advisory (C.A.R. Form BCA).
- (2) **AUTHORIZATION TO OFFER COMPENSATION TO TRANSFEE'S BROKERS:** Owner has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, Transferees' brokers. If paragraph 2C(2) is checked, Broker is authorized to offer to compensate Transferees' brokers the amount specified in paragraph 2C(2). Seller is not required to authorize compensation to a buyer's broker to list Property on the MLS. If any offer of compensation is authorized, it will not be specified in the MLS. If, in a resulting transaction, Broker represents both the Transferee and Owner, the amount specified in paragraph 2C(2) shall be paid to Broker and credited against any obligation the Transferee owes Broker. Compensation will be paid out of the transaction proceeds.



C. TOTAL COMPENSATION:

- (1) **Compensation Amounts Specified in Paragraph 2C:** The amounts specified in each section in **paragraphs 2C(1)-(3)** are components of the total compensation. The total amount of compensation owed to Broker is the amount specified in **paragraph 2C(5)**. **Paragraph 2C(1)** is the amount designated for Owner's side of the transaction. **Paragraph 2C(2)** is the amount designated for the Transferee's side of the transaction if Transferee is represented by Broker or another broker. **Paragraph 2C(3)** is for any additional compensation due Broker if Transferee is unrepresented or other specified reason.
- (2) **Agent under Broker Representing Both Parties:** If the individual agent represents both Owner and the Transferee in any resulting transaction under this Agreement, the total compensation Owner agrees to pay Broker shall be the amount specified in **paragraph 2C(4)**.

D. COMPENSATION TERMS: Compensation is earned, and Owner shall pay Broker as follows:

- (1) If during the Listing Period, or any extension, Broker, cooperating broker, **Owner** or any other person procures a ready, willing, and able **Transferee(s)** or, if applicable, Tenant(s) whose offer on the Property on any price and terms is accepted by **Owner**, provided **(i)** the **Transferee** completes the transaction, if applicable, the Tenant enters into a lease and takes possession, or the **Transferee** otherwise completes the agreement specified above; or **(ii)** is prevented from doing so by **Owner**. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)
- OR (2) If within the time specified in **paragraph 2C(6)**, (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, **Owner** enters into a contract to sell, lease, exchange, option, convey or otherwise transfer the Property to anyone ("Prospective **Transferee**") or that person's related entity: **(i)** who physically entered and was shown the Property during the Listing Period, or any extension by Broker or a cooperating broker; or **(ii)** for whom Broker or any cooperating broker submitted to **Owner** a signed, written offer to acquire, lease, exchange or obtain an option on the Property. **Owner**, however, shall have no obligation to Broker under **paragraph 4D(2)** unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given **Owner** a written notice of the names of such Prospective **Transferees**.
- OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, lease, exchange, option or other, as specified in **paragraph 1** is sold, conveyed, leased, rented, exchanged, optioned or otherwise transferred, or made unmarketable by a voluntary act of **Owner** during the Listing Period, or any extension thereof.

E. ADDITIONAL COMPENSATION TERMS:

- (1) If completion of the transaction is prevented by a party to the transaction other than **Owner**, then compensation due under **paragraph 4** shall be payable only if and when **Owner** collects damages by suit, arbitration, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
- (2) **Owner** hereby irrevocably assigns to Broker the above compensation from **Owner's** funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to **paragraph 4**, to any escrow regarding the Property involving **Owner** and a **Transferee**, Prospective **Transferee** or other **Transferee**.

F. COMPENSATION OBLIGATIONS TO OTHER BROKERS:

- (1) **Owner** represents that **Owner** has not previously entered into a listing agreement with another broker regarding the Property, unless specified in **paragraph 2C(7)**.
- (2) **Owner** warrants that **Owner** has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the individuals or entities specified in **paragraph 2C(7)**.
- (3) If the Property is sold to anyone listed above during the time **Owner** is obligated to compensate another broker: **(i)** Broker is not entitled to compensation under this Agreement; and **(ii)** Broker is not obligated to represent **Owner** in such transaction.

5. **OWNER CONCESSIONS:** **Owner** concessions are monetary payments that a **Owner** agrees to contribute towards a **Transferee's** expenses and other costs a **Transferee** is responsible for in the transaction. Concessions may include, but are not limited to, costs of escrow or title, lender fees, repairs, inspections and broker compensation. Concessions identified in a MLS listing, must not specify the concessions are to be used for broker compensation. Instead, a **Transferee** may use the concession amount for any allowable expense or cost.

6. **A. ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in an agreement between **Owner** and **Transferee**, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price. **Owner** intends that the items specified in **paragraph 2E** be included or excluded in offering the Property for sale, but understands that: **(i)** the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and **(ii)** Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

B. LEASED OR NOT OWNED ITEMS; LIENED ITEMS: The items specified in **paragraph 2E(3)** are leased or not owned by **Owner** and the items specified in **paragraph 2E(4)** have been financed and a lien has been placed on the Property to secure payment. **Owner** will provide to **Buyer**, as part of the sales agreement, copies of lease documents, or other documents obligating **Owner** to pay for any such leased or lienied item.

C. SMART HOME FEATURES: The smart home features are intended to be included or excluded as specified in **paragraph 2E(5)**.

7. MULTIPLE LISTING SERVICE:

A. WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in **paragraph 8**, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the **Owner's** property is offered for sale **excepting offers of compensation**. It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.

B. WHAT INFORMATION IS PROVIDED TO THE MLS AFTER THE PROPERTY IS SOLD: All terms of the transaction, including sales price and financing, if applicable, **(i)** will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and **(ii)** may be provided to the MLS even if the Property was not listed with the MLS. **Owner** consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

Property Address: _____ Date: _____

C. **WHAT IS BROKER'S MLS?** Broker is a participant/subscriber to the Multiple Listing Service (MLS) specified in **paragraph 2F** and possibly others. Broker shall inform **Owner** if the MLS specified in **paragraph 2F(1)** is not the primary MLS for the geographic area of the Property. When required by **paragraph 9** or by the MLS, Property will be listed with the MLS(s) specified above.

8. BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS

- A. **EXPOSURE TO TRANSFEREES THROUGH MLS:** Listing property with an MLS exposes an **Owner's** property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.
- B. **IMPACT OF OPTING OUT OF MLS:** If **Owner** elects to exclude the Property from the MLS, **Owner** understands and acknowledges that: (i) **Owner** is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; (ii) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that **Owner's** Property is offered for sale; (iii) Information about **Owner's** Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; (iv) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which **Owner** is marketing the Property.
- C. **REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.
- D. **NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and **Transferees** they represent looking for property in the neighborhood, may not be aware the Property is for sale

Seller's Initials _____ / _____

Broker's/Agent's Initials _____ / _____

9. RESIDENTIAL 1-4 MARKETING PROCEDURES (to be completed for residential properties with one to four units)

PUBLIC MARKETING OF PROPERTY

- A. **CLEAR COOPERATION POLICY:** Unless specified in **paragraph 2F(4)**, MLS rules require that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.
- B. **PUBLIC MARKETING WITHIN CLEAR COOPERATION:** (i) Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. (ii) Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.
- C. **"COMING SOON" STATUS IMPACT ON MARKETING; Days on Market (DOM):** **Owner** is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Unless specified in **paragraph 2F(2)**, **Owner** authorizes Broker to utilize Coming Soon status, if any. **Owner** is further advised to discuss with Broker how any DOM calculations or similarly utilized tracking field works in the MLS in which the Property will be listed.
- D. **Owner Instructs Broker:**
(1) **Owner** instructs Broker to market the Property to the public, and to start marketing as specified in **paragraph 2F(3)**.
OR (2) If checked in **paragraph 2F(3)**, **Owner** instructs Broker NOT to market the Property to the public. (MLS may require C.A.R. Form SELM or local equivalent form) **Owner** understands that no public marketing will occur and the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.
- E. **Whether 9D(1) or 9D(2) applies as specified in paragraph 2F(3)**, **Owner** understands and agrees that should any public marketing of the property occur, the Property listing will be submitted to the MLS within 1 business day.
- F. **CLEAR COOPERATION POLICY DOES NOT APPLY:** If checked in **paragraph 2F(4)**, the MLS's utilized by Broker do not have a Clear Cooperation Policy. Paragraphs **9A-E** do not apply to this listing. Broker shall disclose to **Owner** and obtain **Owner's** consent for any instruction to not market the Property on the MLS or to the public.
- G. **Transferee Supplemental Offer Letters (Transferee Letters):**
(1) **Owner** is advised of the practice of many Transferees and their agents of including a Transferee Letter with an offer to try to influence a **Owner** to accept the Transferee's offer. Transferee Letters may include photos and video. Whether overt or unintentional, Transferee Letters may contain information about a Transferee's or **Owner's** protected class or characteristics. Deciding whether to accept an offer based upon protected classes or characteristics is unlawful. Broker will not review the content of Transferee Letters.
(2) (i) **Owner instructs Broker not to present Transferee Letters**, whether submitted with an offer or separately at a different time. **Owner** authorizes Broker to specify in the MLS that Transferee Letters will not be presented to **Owner**.
OR (ii) **If checked in paragraph 2G(2), Owner instructs Broker to present Transferee Letters.** Broker advises **Owner** that: (i) Transferee Letters may contain information about protected classes or characteristics and such information should not be used in **Owner's** decision to accept, reject, or counter a Transferee's offer; and (ii) If **Owner** relies on Transferee Letters, **Owner** is acting against Broker's advice and should seek the advice of counsel before doing so.

10. MLS DATA ON THE INTERNET: MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:

- A. **PROPERTY OR PROPERTY ADDRESS:** **Owner** can instruct Broker to have the MLS not display the Property or the Property address on the Internet (C.A.R. Form SELI). **Owner** understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.

- B. FEATURE OPT-OUTS:** Owner can instruct Broker to advise the MLS that Owner does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below (C.A.R. Form SELI). Owner understands (i) that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; (ii) that other Internet sites may or may not have the features set forth herein; and (iii) that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
- (1) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
 - (2) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.
- C. OWNER ELECTION TO OPT-OUT:** If checked in **paragraph 2F(5)**, Owner elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.
- 11. OWNER REPRESENTATIONS:** Owner represents that, unless otherwise specified in writing, Owner is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that affects or may affect the Property or Owner's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.
- 12. BROKER'S AND OWNER'S DUTIES:**
- A. Broker Responsibility, Authority and Limitations:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized, but not required, to (i) order reports and disclosures including those specified in **paragraph 12D** as necessary, (ii) advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.
- B. Presentation of Offers:**
- (1) There are different strategies for obtaining the best offer for Owner. Owner is advised that certain Transferees may prefer not to be in a competitive situation and either may not make an offer if there is an instruction that all offers will be presented at a later specified time or may try to make a "preemptive" offer that will expire in the hopes Owner will accept before the presentation date. Owner is advised to discuss and consider the best strategy for Owner.
 - (2) (A) Owner instructs Broker to Present Offers: Broker agrees to present all offers received for Owner's Property, and present them to Owner as soon as possible, unless Owner gives Broker written instructions to the contrary.
OR (B) Owner instructs Broker not to Present Offers until a Later Time: If checked in **paragraph 2F(1)**, Owner has elected to have Broker hold all offers and present them to Owner as specified in **paragraph 2F(1)**. Broker will inform Owner that an offer has come in, but will not submit offer to Owner, unless specifically instructed otherwise, in writing. Local MLS rules may impact this practice and whether it will provide any benefit to Owner.
- C. Owner agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to **paragraph 4F(3)**, referring to Broker all inquiries of any party interested in the Property. Owner is responsible for determining at what price to list and sell the Property.**
- D. Investigations and Reports:** Owner agrees, within the time specified in **paragraph 2G(3)**, to order and, when required by the service provider, pay for the following reports specified in **paragraph 2G(3)**. If Property is located in a Common Interest Development or Homeowners Association, Owner is advised that there may be benefits to obtaining any required documents prior to entering into escrow with any Transferee. Such benefits may include, but not be limited to, potentially being able to lower costs in obtaining the documents and avoiding any potential delays or complications due to late or slow delivery of such documents.
- E. Undisclosed conditions; incomplete or incorrect information:** Owner further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect or incomplete information supplied by Owner, or from any material facts that Owner knows but fails to disclose including dangerous or hidden conditions on the Property.
- 13. DEPOSIT:** Broker is authorized to accept and hold on Owner's behalf any deposits to be applied toward the contract price.
- 14. AGENCY RELATIONSHIP:**
- A. DISCLOSURE:** Owner acknowledges receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. from AD).
- B. OWNER REPRESENTATION:** Broker shall represent Owner in any resulting transaction, except as specified in **paragraph 4F**.
- C. POSSIBLE DUAL AGENCY WITH TRANSFEREE:**
- (1) Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and Transferee, exchange party, or one or more additional parties ("Transferee"). Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Transferee. If a Transferee is procured directly by Broker or an associate licensee in Broker's firm, Owner hereby consents to Broker acting as a dual agent for Owner and such Transferee. In the event of an exchange, Owner hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Owner understands and agrees that: (i) Broker, without the written consent of Owner, will not disclose to Transferee that Owner is willing to transfer the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Transferee, will not disclose to Owner that Transferee is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
 - (2) **Showing Properties:** Owner acknowledges that real estate brokers must have a representation agreement with a Transferee before showing residential properties to that Transferee. Owner consents to Broker entering into a Buyer Representation and Broker Compensation Agreement with a Transferee, and that by doing so the brokerage company will become a dual agent representing both Transferee and Owner.
- D. UNREPRESENTED TRANSFEREES:** If a residential Transferee is interested in viewing Owner's property is not already represented by a real estate broker, and such Transferee refuses to be represented by Broker, Seller authorizes Broker to obtain a signed document from such Transferee refusing representation by Broker. Broker shall provide such Transferees, at the earliest practicable time, a disclosure of non-representation, such as Buyer Non-Agency (CAR Form BNA) or Open House (Property Tour) Visitor Non Agency Disclosure (C.A.R. Form OHNA).
- E. CONFIRMATION:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Owner's execution of an agreement to sell.

- F. POTENTIALLY COMPETING OWNERS AND TRANSFEREES:** Owner understands that Broker may have or obtain listings on other properties, and that potential Transferees may consider, make offers on, or purchase through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of Owners and Transferees of other properties before, during and after the end of this Agreement. Owner acknowledges receipt of a "Possible Representation of More than One Buyer or Seller – Disclosure and Consent" (C.A.R. Form PRBS).
- H. TERMINATION OF AGENCY RELATIONSHIP:** Owner acknowledges and agrees that the representation duties of, and agency relationship with, Broker terminate at the expiration of this Agreement or, if it occurs first, the completion of any transaction specified in this Agreement.
- 15. SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a key safe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective Transferees, may have access to, and take videos and photographs of the interior of the Property. Owner agrees: **(i)** to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and **(ii)** to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Owner (such as "nanny cams" and hidden security cameras). Owner is advised to post notice disclosing the existence of security devices.
- 16. PHOTOGRAPHS AND INTERNET ADVERTISING:**
- A.** In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Unless checked in **paragraph 2H(1)**, Seller agrees that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties' agreement impacting the Images. Seller also acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images for advertising, including post sale and for Broker/Agent's business in the future.
- B.** Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. If checked in **paragraph 2H(2)** Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.
- 17. KEYSAFE/LOCKBOX:** A key safe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective Transferees. Owner further agrees that Broker, at Broker's discretion, and without further approval from Owner, shall have the right to grant access to and convey Owner's consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Association/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a key safe/lockbox.
- A.** Unless checked in **paragraph 2K**, Owner authorizes Broker to install a key safe/lockbox.
- B. TENANT OCCUPIED PROPERTY:** If Owner does not occupy the Property, Owner shall be responsible for obtaining occupant(s)' written permission for use of a key safe/lockbox (C.A.R. Form KLA).
- 18. SIGN:** Unless specified in **paragraph 2K**, Owner authorizes Broker to install a FOR SALE/SOLD/LEASE sign on the Property.
- 19. EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 20. ATTORNEY FEES:** In any action, proceeding or arbitration between Owner and Broker arising out of this Agreement, Owner and Broker are each responsible for paying their own attorney's fees and costs, except as otherwise specified in **paragraph 23A**.
- 21. MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Listing Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Listing Agreement, in writing, within **5 Days** after its execution.
- 22. SUCCESSORS AND ASSIGNS:** This Listing Agreement shall be binding upon Owner and Owner's successors and assigns.
- 23. DISPUTE RESOLUTION:**
- A. MEDIATION:** (1) Owner and Broker agree to mediate any dispute or claim arising between them under this Listing Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party (the non-mediating party) **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then if the non-mediating party is the losing party in any such action, the prevailing party in such action shall be entitled to recover attorney fees from the non-mediating party, notwithstanding the terms in **paragraph 20**. (4) Exclusions from this mediation agreement are specified in **paragraph 23B**.
- B. ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: **(i)** a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985; **(ii)** an unlawful detainer action; **(iii)** the filing or enforcement of a mechanic's lien; and **(iv)** any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.
- C. ARBITRATION ADVISORY:** If Owner and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

Property Address: _____ Date: _____

- 24. ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Listing Agreement are superseded by this Listing Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Listing Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Listing Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.
- 25. OWNERSHIP, TITLE AND AUTHORITY:** Owner warrants that: **(i)** Owner is the Owner of the Property; **(ii)** no other persons or entities have title to the Property; and **(iii)** Owner has the authority to both execute this Agreement and sell the Property. Exceptions to Ownership, title and authority are specified in paragraph 21.
- 26. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall deliver to Broker, within **3 Days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

By signing below, Owner acknowledges that Owner has read, understands, received a copy of and agrees to the terms of this Listing Agreement and any attached schedule of compensation.

- ENTITY OWNER:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
 - (1) One or more Owner is a trust, corporation, LLC, probate estate, partnership, other entity or holds a power of attorney.
 - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See paragraph 26 for additional terms.
 - (3) The name(s) of the Legally Authorized Signer(s) is: _____.
 - (4) **A.** If a trust, identify Owner as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
 - B.** If Property is sold under the jurisdiction of a probate court, identify Owner as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
 - (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

OWNER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of Owner: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

(Signature) By, _____ Date: _____

Printed name of Owner: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) _____ DRE Lic# _____

Address _____ City _____ State _____ Zip _____

By _____ Tel. _____ E-mail _____ DRE Lic# _____ Date _____

By _____ Tel. _____ E-mail _____ DRE Lic# _____ Date _____

Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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DISCLOSURE AND MODIFICATION TO BUYER REPRESENTATION AGREEMENT
 (Intended for use **with** a BRBC revised 12/22 or earlier)
 (C.A.R. Form DM-BR, 6/24)

_____ (“Broker”)
 and _____ (“Buyer”),
 entered into a Buyer Representation, dated _____, for the real property, or manufactured home described as stated therein, commencing _____ (date) and expiring _____ (date).

1. DISCLOSURE:

A. COMPENSATION TO BUYER’S BROKERS: You, Buyer, authorized me as your broker to represent you and to be compensated under the terms of the Buyer Representation and Broker Compensation Agreement, or other agreement (“Buyer Representation Agreement”). The National Association of REALTORS® has entered into a nationwide settlement agreement to resolve a class-action lawsuit (“NAR Settlement”). One of the terms of the NAR Settlement is that the Multiple Listing Service (“MLS”) will no longer be used for listing brokers to make offers of compensation to brokers representing buyers. Additionally, the NAR Settlement requires the Buyer Representation Agreement to state a definite compensation, and the buyer’s broker is prohibited from receiving an amount higher than what is in the Buyer Representation Agreement unless amended by mutual agreement. The NAR Settlement is expected to take effect sometime in July 2024, but some local MLSs may implement the prohibition sooner. Until the MLS in which the property you purchase makes a change, there may be an offer of compensation in the MLS. Once the MLS changes its rules to prohibit offers of compensation, your brokerage may still receive compensation from the Listing Broker, but any offer coming from the Listing Broker will not be communicated through the MLS.

B. NEED TO MODIFY THE BUYER REPRESENTATION: Many Buyer Representation Agreements have provisions to allow a buyer’s broker to be compensated from the seller’s broker, whether through the MLS or separate agreement. Additionally, there may be provisions that allow the buyer’s broker to receive what the seller’s broker is offering, even if more than what the buyer is obligated to pay. Buyer and Broker agree it is mutually beneficial to modify the Buyer Representation Agreement to reflect the NAR Settlement.

2. MODIFICATION OF BUYER REPRESENTATION AGREEMENT: Broker agrees to notify Buyer once the MLS can no longer be used to offer compensation to buyer’s brokers. Buyer and Broker agree that Broker retains the right to be compensated from a seller’s broker provided such compensation is disclosed to Buyer and does not exceed Buyer’s obligation pursuant to the Buyer Representation Agreement. Buyer and Broker agree that once the MLS prohibits offers of compensation: **(i)** Any Buyer Representation Agreement term allowing Broker to retain any excess compensation offered by a third party shall be unenforceable; and **(ii)** If the Buyer Representation Agreement provides that some or all of any excess compensation shall be paid to Buyer, Buyer understands that since Broker may not collect any compensation in excess of the amount Buyer is required to pay, there will be no excess funds to be paid to Buyer.

3. All other terms of the Buyer Representation Agreement remain in full force and effect, except as modified herein.

I acknowledge that I have read, understand, have received a copy of, and agree to this Disclosure and Modification to Buyer Representation Agreement.

Buyer _____ Date _____

Buyer _____ Date _____

Real Estate Broker (Firm) _____ DRE Lic # _____

By _____ DRE Lic # _____ Date _____

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DISCLOSURE AND MODIFICATION TO LISTING AGREEMENT (Intended for use with a RLA revised 12/23 or earlier) (C.A.R. Form DM-LA, 6/24)

_____ (“Broker”) and _____ (“Seller”), entered into a listing agreement, dated _____, for the real property, or manufactured home described as: _____, commencing _____ (date) and expiring _____ (date).

1. DISCLOSURE:

- A. OFFERING COMPENSATION TO BROKERS REPRESENTING BUYERS THROUGH THE MULTIPLE LISTING SERVICE: You, Seller, authorized me as your broker to use the MLS to offer compensation to brokers who represent buyers who purchase your property. The amount paid to the broker representing the buyer will come from the total compensation that you, Seller, agreed to pay my brokerage. The National Association of REALTORS® has entered into a nationwide settlement agreement to resolve a class-action lawsuit (“NAR Settlement”). One of the terms of the NAR Settlement is that the Multiple Listing Service (“MLS”) will no longer be used for listing brokers to make offers of compensation to brokers representing buyers. The MLS may still be used to expose your property to the maximum number of prospective buyers. The NAR Settlement is expected to take effect sometime in July 2024, but some local MLSs may implement the prohibition sooner. Until the MLS in which your property is marketed for sale makes a change, the offer of compensation will remain in the MLS. Once the MLS changes its rules to prohibit offers of compensation, your brokerage may offer compensation to buyer’s brokers through other methods of communication. B. NEED TO MODIFY THE LISTING AGREEMENT: Seller and Broker agree it is mutually beneficial to modify the listing agreement to allow your property to be exposed to as many buyers as possible once the MLS changes to reflect the NAR Settlement.

2. MODIFICATION OF LISTING AGREEMENT: Broker agrees to notify Seller once the MLS will no longer be able to be used to offer compensation to buyer’s brokers. Broker also agrees to notify Seller of the method and means it will use to offer compensation to buyer’s brokers when that event occurs. Broker agrees to use reasonable efforts, consistent with the NAR Settlement, to continue to market Seller’s property, and offer compensation to buyer’s brokers, to the maximum extent reasonably practicable. Seller agrees that the Listing Agreement term authorizing Broker to “cooperate with and compensate brokers participating through” the MLS will no longer be in effect as of the date the MLS prohibits such offers of compensation. Seller also agrees that Broker’s reasonable efforts in place of the MLS offer of compensation will satisfy Broker’s obligations under the listing agreement.

3. All other terms of the Listing Agreement remain in full force and effect, except as modified herein.

I acknowledge that I have read, understand, have received a copy of, and agree to this Disclosure Regarding and Modification to Listing Agreement.

Seller _____ Date _____

Seller _____ Date _____

Real Estate Broker (Firm) _____ DRE Lic # _____

By _____ DRE Lic # _____ Date _____

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**LIMITED PROPERTY REPRESENTATION AND BROKER
COMPENSATION AGREEMENT**
(For use by an agent holding an open house or another agent giving a
prospective purchaser a tour of an open house or other property)
(C.A.R. Form LPRBC, 6/24)

Property address ("Property"): _____
 Real estate agent ("Agent"): _____ Real estate broker ("Broker"): _____
 Prospective Visitor ("Visitor"): _____
 Date: _____

1. BROKER RIGHT TO REPRESENT VISITOR: Visitor grants Broker the **non-exclusive** right to represent Visitor in acquiring the Property.

A. FOR VISITORS ATTENDING AN OPEN HOUSE WITHOUT REPRESENTATION:

- (1) You are not required to sign a representation agreement to see this Property at an open house.
- (2) If you have already signed a representation agreement with another broker, you should inform the agent holding the open house of the name of the other broker.
- (3) If at this time you do not want the agent holding the open house to represent you, then you should not sign this form, and you should read and understand an open house non-agency disclosure.
- (4) If you have already signed a representation agreement with another broker, and you sign this form, you may be obligated to pay two different brokers if you purchase this Property.

OR B. FOR VISITORS TOURING ONE OR MORE PROPERTIES WITH AGENT:

- (1) If you have already signed a representation agreement with another broker, you should inform Agent of the name of the other broker.
- (2) If you have already signed a representation agreement with another broker, and you sign this form, you may be obligated to pay two different brokers if you purchase the Property or any of the properties identified below.
- (3) Property means the Property at the top of this page and any of the following properties:

- _____ (property address)
- _____ (property address)

C. FOR ALL VISITORS: Visitor has not (or has) entered into a representation agreement with another real estate broker that would apply to the Property. **If "has" is checked, Agent should review that agreement before signing this form.**

2. TERMS OF REPRESENTATION: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 2 pages. Visitor is advised to read both pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A		Representation Period	Beginning on the date signed below AND Ending _____ (not to exceed 30) Days later at 11:59 PM OR upon completion of a resulting transaction, whichever occurs first.
B		Broker Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Visitor and Broker (real estate commissions include all compensation and fees to Broker).	
B(1)	3	Amount of Compensation	_____ percent of the acquisition price AND <input type="checkbox"/> \$ _____, OR <input type="checkbox"/> \$ _____,
B(2)	3C-D	Payments from Third Parties	Shall be credited against Visitor's obligation to pay Broker. If Broker has an agreement with the seller: (i) Broker is entitled to receive the amount specified in that agreement for "Seller's Broker" without a credit to Visitor; and (ii) Visitor will receive a credit for any amount that seller authorized Broker to pay any buyer's broker.
C		Other Terms	_____ _____

3. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Visitor and Broker (real estate commissions include all compensation and fees to Broker).

A. ADVISORY: Visitor has been advised that how much a broker is compensated, and who compensates the broker, is negotiable.



Property Address: _____

Date: _____

B. BROKER RIGHT TO COMPENSATION: Broker shall be entitled to compensation specified in **paragraph 2B(1)** from Visitor if during the Representation Period, or any extension thereafter, Visitor is shown the Property by Broker and Visitor enters into an agreement to purchase, lease, or otherwise acquire the Property, and the seller thereafter completes the transaction or is prevented from doing so by default of Visitor. Compensation is payable:

- (1) Upon completion of any resulting transaction, and through escrow. Broker shall be entitled to compensation whether any escrow resulting from an agreement for Property closes during or after the expiration of the Representation Period.
- (2) If acquisition is prevented by default of Visitor.
- (3) **Payment through Escrow:** Visitor hereby irrevocably assigns to Broker the compensation provided for in this Agreement from Visitor's funds in escrow. Visitor agrees to submit to escrow any funds needed to compensate Broker under this Agreement. Broker may submit this Agreement, as instructions to compensate Broker, to any escrow regarding property involving Visitor and a seller or other transferor.

C. ACCOUNTING FOR PAYMENTS TO BROKER BY OTHERS: Except as specified in **paragraph 2B(2)**, if anyone other than Visitor compensates Broker for services covered by this Agreement in representing Visitor the amount of compensation shall be credited against Visitor's obligation to pay Broker.

D. THIRD-PARTY PAYMENTS LESS THAN VISITOR COMPENSATION OBLIGATION: If Visitor owes Broker compensation, after first deducting payments due to Broker from third parties, Broker and Visitor should discuss the potential benefits and detriments of including a term in Visitor's offer obligating Seller to pay Broker, directly or through escrow, for any compensation that Visitor owes Broker.

E. DISCLOSURE OF ANTICIPATED PAYMENTS TO BROKER BY OTHERS:

- (1) Broker, at the earliest practical time prior to writing an offer on the Property, will disclose to Visitor the amount of compensation Broker expects to receive from a third-party on the Property.
- (2) Broker, independently or through escrow, will disclose the final compensation Broker receives from anyone other than Visitor.
- (3) If the third-party does not pay as anticipated, and the third party has contractually agreed with Visitor to pay all or part of Broker's compensation, Visitor assigns to Broker any rights Visitor has to pursue the third party for such compensation.

4. CANCELLATION OF REPRESENTATION AGREEMENT: Either Visitor or Broker may cancel this Agreement by giving written notice. However, Broker is nonetheless entitled to the compensation specified in **paragraph 2B** if, during the representation period specified in **paragraph 2A**, Visitor enters into an agreement to purchase, lease, or otherwise acquire the Property, and the seller thereafter completes the transaction or is prevented from doing so by default of Visitor. Visitor is advised to notify any other broker of Broker's rights under this Agreement.

5. AGENCY RELATIONSHIPS:

A. DISCLOSURE: Broker will provide Visitor with a Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD) as soon as practicable prior to writing an offer.

B. POSSIBLE DUAL AGENCY WITH SELLER: Broker will represent Visitor in any resulting transaction. Broker may act as an agent for both Visitor and a seller. Broker, in writing, shall confirm the agency relationship with only Visitor, or both Visitor and Seller, prior to or concurrent with Visitor's execution of a contract to acquire a Property. Visitor acknowledges and consents to Broker, including agents in Broker's firm, representing other prospective buyers for the Property.

6. BROKER AUTHORIZATIONS AND OBLIGATIONS: Broker is authorized to diligently represent Visitor in any resulting transaction for the Property entered into during the Representation Period. If the Property contains residential property with one to four dwelling units, Broker will perform a reasonably competent and diligent visual inspection of the accessible areas of the Property.

7. VISITOR OBLIGATIONS: Visitor will act timely and in good faith to communicate and cooperate with Broker regarding any material issues or factors in any resulting transaction during the representation period. If requested, Visitor shall provide relevant personal and financial information.

Visitor acknowledges that Visitor has read, understands, received a copy of and agrees to the terms of this Agreement.

VISITOR SIGNATURE(S):

Visitor _____ Date: _____

Visitor _____ Date: _____

BROKER SIGNATURE(S):

Real Estate Broker (Firm) _____ Lic# _____

Address _____ City _____ State _____ Zip _____

By (Broker/Agent) _____ Date _____

Tel. _____ E-mail _____ Lic# _____

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MODIFICATION OF TERMS - BUYER REPRESENTATION AGREEMENT

(C.A.R. Form MT-BR, Revised 6/24)

The Buyer Representation Agreement dated _____, between _____ (“Broker”) and _____ (“Principal”) is modified as follows:

EXPIRATION DATE: The expiration date is changed to: _____.

NOTE: Any renewal of a buyer-broker agreement may not last longer than 3 months from the date of this Modification, unless Buyer is a corporation, LLC or partnership.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSIONS IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN PRINCIPAL AND BROKER (REAL ESTATE COMMISSIONS INCLUDE ALL COMPENSATION AND FEES TO BROKER).

COMPENSATION: The amount of compensation is changed as follows: _____

OTHER: _____

All other terms of the Buyer Representation Agreement as applicable, remain in full force and effect, except as modified herein.

I acknowledge that I have read, understand and received a copy of this Modification of Terms - Buyer Representation.

Buyer _____ Date _____

Buyer _____ Date _____

Real Estate Broker (Firm) _____ DRE Lic # _____

By _____ DRE Lic # _____ Date _____

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MODIFICATION OF TERMS - LISTING AGREEMENT
(C.A.R. Form MT-LA, Revised 6/24)

The Listing Agreement dated _____, between _____ (“Broker”) and _____ (“Principal”), regarding the real property, manufactured home or business described as _____ is modified as follows:

PRICE: The listing price, price range, lease or rental amount shall be changed to: _____ Dollars (\$ _____)

EXPIRATION DATE: The expiration date is changed to: _____.

NOTE: If the listing agreement is an exclusive agreement for the acquisition of residential property improved with one to four units, the renewal may not last longer than 12 months. This restriction does not apply if Seller is a corporation, LLC or partnership. It is unlawful to record or file the listing agreement, or a memorandum or notice thereof, with the county recorder.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSIONS IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN PRINCIPAL AND BROKER (REAL ESTATE COMMISSIONS INCLUDE ALL COMPENSATION AND FEES TO BROKER).

COMPENSATION: The amount of compensation is changed as follows: _____.

OTHER: _____

All other terms of the Listing Agreement remain in full force and effect, except as modified herein.

I acknowledge that I have read, understand and received a copy of this Modification of Terms - Listing Agreement.

Principal _____ Date _____

Principal _____ Date _____

Real Estate Broker (Firm) _____ DRE Lic # _____

By _____ DRE Lic # _____ Date _____

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OPEN HOUSE VISITOR NON-AGENCY DISCLOSURE AND SIGN-IN (C.A.R. Form OHNA-SI, 6/24)

Property address ("Property"): _____ Date _____

Real estate agent(s) ("Agent"): _____

Real estate broker ("Broker"): _____

VISITOR INTENTION TO VIEW PROPERTY: Agent is holding an open house or conducting tours of the Property identified above. Visitor is interested in viewing the Property. Agent agrees to show property to Visitor on the following terms and conditions:

AGENT DOES NOT REPRESENT VISITOR: Unless otherwise agreed in writing, Agent is not working with and has not entered into a representation agreement with Visitor that would apply to the Property.

COMMUNICATION WITH AGENT AT OPEN HOUSE/PROPERTY TOUR FOR BENEFIT OF SELLER: Any communication or sharing of information that Agent has with Visitor during the open house/property tour regarding the Property is for the benefit of the seller. All acts of Agent at the open house/property tour, even those that assist Visitor in deciding whether to make an offer on the Property are for the benefit of the seller exclusively.

COMMUNICATION WITH AGENT ARE NOT CONFIDENTIAL: Any information that Visitor reveals to Agent at the open house/property tour may be conveyed to the seller.

IF VISITOR WRITES AN OFFER ON THE PROPERTY through Agent, at that time Agent will disclose if Agent and Agent's Broker represent the seller exclusively or both the seller and the Visitor.

IF VISITOR WANTS TO BE REPRESENTED BY THE AGENT HOLDING THE OPEN HOUSE Visitor should sign a Buyer Representation agreement or Limited Property Representation agreement with the Agent holding the open house. If Visitor is in an exclusive relationship with another agent, this is not intended as a solicitation of Visitor.

Visitor Name/Email/Phone:

Visitor's Agent, if any:

Name: _____ Agent, if any: _____

Email _____ Phone _____

Name: _____ Agent, if any: _____

Email _____ Phone _____

Name: _____ Agent, if any: _____

Email _____ Phone _____

Name: _____ Agent, if any: _____

Email _____ Phone _____

Name: _____ Agent, if any: _____

Email _____ Phone _____

Name: _____ Agent, if any: _____

Email _____ Phone _____

Name: _____ Agent, if any: _____

Email _____ Phone _____

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OPEN HOUSE VISITOR NON-AGENCY DISCLOSURE (C.A.R. Form OHNA, 6/24)

Property address ("Property"):
Real estate agent(s) ("Agent"):
Real estate broker ("Broker"):

VISITOR INTENTION TO VIEW PROPERTY: Agent is holding an open house or conducting tours of the Property identified above. Visitor is interested in viewing the Property. Agent agrees to show property to Visitor on the following terms and conditions:

- 1. AGENT DOES NOT REPRESENT VISITOR: Agent has not entered into a representation agreement with Visitor that would apply to the Property.
2. COMMUNICATION WITH AGENT AT OPEN HOUSE/PROPERTY TOUR FOR BENEFIT OF SELLER: Any communication or sharing of information that Agent has with Visitor during the open house/property tour regarding the Property is for the benefit of the seller.
3. COMMUNICATION WITH AGENT ARE NOT CONFIDENTIAL: Any information that Visitor reveals to Agent at the open house/property tour may be conveyed to the seller.
4. POSSIBLE VISITOR REPRESENTATION BY AGENT: If Visitor wants representation by Agent, Visitor needs to sign a separate agreement such as an Open House (Property Tour) Limited Property Representation and Broker Compensation Agreement (C.A.R. Form LPRBC) or a Buyer Representation and Broker Compensation Agreement (C.A.R. Form BRBC).
5. VISITOR SUBMITTING AN OFFER ON PROPERTY: If Visitor writes an offer on the Property through Agent, Agent will disclose at that time if Agent and Agent's Broker represent the seller exclusively or both the seller and the Visitor.
6. VISITOR WANTS TO WORK WITH AGENT HOLDING THE OPEN HOUSE: If Visitor wants to work with Agent, Visitor should sign a Buyer Representation and Broker Compensation Agreement (BRBC) or a Limited Property Representation and Broker Compensation Agreement (LPRBC) with the Agent holding the open house.

(IF APPLICABLE)

Visitor already has another broker:

Visitor has entered into a representation agreement with the following real estate broker that would apply to the Property:

Visitor Date
Email Phone
Visitor Date
Email Phone

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RESIDENTIAL LISTING AGREEMENT - "OPEN"
(Non-Exclusive Authorization and Right to Sell)
(C.A.R. Form RLAN, Revised 6/24)

Date Prepared: _____

1. NON-EXCLUSIVE RIGHT TO SELL: _____ ("Seller")
hereby employs and grants _____ ("Broker")
the non-exclusive and irrevocable right to sell or exchange the real property described as _____,
situated in _____ (City), _____ (County), California, _____ (Zip Code),
Assessor's Parcel No. _____ ("Property") for the Listing Period* in **paragraph 2A(1)**.

* The maximum listing period allowed by law for residential property improved with one to four units is 24 months from the date this Agreement is made. This restriction does not apply if Seller is a corporation, LLC or partnership. It is unlawful to record or file this listing Agreement, or a memorandum or notice thereof, with the county recorder.

2. TERMS OF LISTING AGREEMENT: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 7 pages. Seller is advised to read all 7 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A(1)		Listing Period* (see above)	Beginning on _____ (date) Ending at 11:59 P.M. on _____ (date)
A(2)		Listing Price	_____ Dollars (\$ _____)
B		Property Specific Listings	<input type="checkbox"/> Manufactured (mobile) home (C.A.R. Form MHLA attached) <input type="checkbox"/> Probate, conservatorship or guardianship (C.A.R. Form PLA attached)
C		Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker). See attached Broker Compensation Advisory (C.A.R. Form BCA).	
C(1)	4A	Compensation to Seller's Broker (only Seller's side of transaction)	_____ % of the listing price (or if a purchase agreement is entered into, of the purchase price) AND _____ OR <input type="checkbox"/> \$ _____,
C(2)	4B	<input type="checkbox"/> Optional additional compensation, if any, to Seller's Broker to be offered to Buyer's brokers	_____ % of the purchase price OR <input type="checkbox"/> \$ _____,
C(3)		<input type="checkbox"/> Additional Compensation to Seller's Broker if buyer is unrepresented	_____ % of the purchase price AND _____ OR <input type="checkbox"/> \$ _____,
C(4)	4C(2)	If same individual agent represents both seller and buyer	The total combined compensation shall be C(1) + C(2) OR <input type="checkbox"/> _____ % <input type="checkbox"/> \$ _____.
C(5)	4C(1)	Total Compensation to Broker(s)	(a) The amount specified, if any, in C(1) + C(2) if buyer is represented, OR (b) The amount specified in C(4) if the individual agent represents both sides; OR (c) The amount specified in C(1) + C(3), if Buyer is unrepresented.
C(6)	4D(2)	Continuation of Right to Compensation for Broker Identified Prospective Buyers	_____ calendar days after the Listing Period or any extension
C(7)	4F	Seller Obligation to Pay Previous Brokers	Previous Listing/Other Broker(s): _____ Compensation to above Broker(s) owed if Property transferred to: _____
D	5	<input type="checkbox"/> Seller Concessions	Seller authorizes Broker to put in the MLS that Seller is willing to consider offers asking for concessions, AND <input type="checkbox"/> an amount up to _____ % of the purchase price OR <input type="checkbox"/> \$ _____
E	Items Intended to be Included and Excluded		
E(1)	6A	Items Included	<input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;
E(2)	6A	Excluded Items:	<input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;
E(3)	6B	Leased Items: <input type="checkbox"/> Propane Tank(s);	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Alarm System(s); <input type="checkbox"/> Water Softener; <input type="checkbox"/> _____
E(4)	6B	Liened Items: <input type="checkbox"/> Heating/Ventilation/Air conditioning systems	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Windows or Doors; <input type="checkbox"/> _____; <input type="checkbox"/> _____
E(5)	6C	(a) Smart Home Features Seller prefers to Include: _____ (b) Smart Home Features Seller prefers to Exclude: _____	



Property Address: _____ Date: _____

F MLS and Public Marketing			
F(1)	7-10	Property will be marketed in the following MLS	Primary _____ Other(s): _____
F(2)	9C	Coming Soon Status	Seller does (<input type="checkbox"/> does not) authorize Broker to market the property per the Coming Soon status in Broker's MLS, if any
F(3)	9	Public Marketing	To begin on the Beginning Date of this Agreement or <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> Seller instructs Broker not to market the property to the public (C.A.R. Form SELM)
F(4)	9	Placing property listing in MLS (Clear Cooperation)	Property listing will be placed in the MLS within one business day of public marketing (Clear Cooperation), <input type="checkbox"/> Clear Cooperation does not apply to the listing.
F(5)	10C	Listing features kept off the internet	Seller does (<input type="checkbox"/> does not) authorize the MLS to make all listing information available to internet sites. If checked, see C.A.R. Form SELI for exclusions.
G Broker's and Seller's Duties			
G(1)	12B(2)	Timing of Presentation of Offers	Seller instructs Broker to present all offers received as soon as practicable OR <input type="checkbox"/> Offers shall be presented on _____ (date) or <input type="checkbox"/> _____ Days after the property is listed as active on the MLS
G(2)	12C(2)	Buyer Supplemental Offer Letters (Buyer Letters)	Seller instructs Broker not to present Buyer letters, OR <input type="checkbox"/> Seller instructs Brokers to present Buyer Letters. If Seller requests or relies on Buyer Letters, Seller is acting against Broker's advice.
G(3)	12E	Investigation Reports	<input checked="" type="checkbox"/> Natural Hazard Disclosure <input type="checkbox"/> Structural Pest Control, <input type="checkbox"/> General Property Inspection, <input type="checkbox"/> Homeowners Association Documents, <input type="checkbox"/> Preliminary (Title) Report, <input type="checkbox"/> Roof Inspection, <input type="checkbox"/> Pool Inspection, <input type="checkbox"/> Septic/Sewer Inspection, <input type="checkbox"/> Other: _____
H(1)	16A	<input type="checkbox"/> Seller instructs Broker not to take or use photographs in marketing, except as required by MLS rules.	
H(2)	16B	MLS Instruction Re. Photographs	Visitors are not restricted from taking pictures of the property, OR <input type="checkbox"/> Seller instructs Broker to include MLS terms that only persons preparing appraisals or inspection reports may take pictures of the property.
I	25	Exceptions to Ownership/Title	_____
J		<input type="checkbox"/> Seller intends to include a contingency to purchase a replacement property as part of any transaction (see C.A.R. Form SPRP)	
K	17, 18	Owner Opt Outs	<input type="checkbox"/> Key safe/Lockbox <input type="checkbox"/> Signs
L		Additional Terms	_____

3. ADVISORIES AND ADDENDA:

A. Advisories

- Broker Compensation Advisory (C.A.R. Form BCA)
- REO Advisory Listing (C.A.R. Form REOL)
- Short Sale Information and Advisory (C.A.R. Form SSIA)
- Trust Advisory (C.A.R. Form TA)
- Other: _____

B. Addenda. The addenda identified below are incorporated into this Agreement

- _____
- _____

4. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).

A. SELLER'S BROKER COMPENSATION: Seller agrees to pay to Broker as compensation for services for representing Seller, the amount specified in **paragraph 2C(1)**.

B. OFFER TO COMPENSATE BUYER'S BROKER:

- (1) **ADVISORY:** Compensation is negotiable and Seller is not required to pay buyer's broker compensation, either through Broker or directly. Seller has been advised of the advantages and disadvantages of offering to compensate buyer's broker. See attached Broker Compensation Advisory (C.A.R. Form BCA).
- (2) **AUTHORIZATION TO OFFER COMPENSATION TO BUYER'S BROKERS:** Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to buyer's brokers. If **paragraph 2C(2)** is checked, Broker is authorized to offer to compensate buyer's brokers the amount specified in **paragraph 2C(2)**. Seller is not required to authorize compensation to a buyer's broker to list Property on the MLS. If any offer of compensation is authorized, it will not be specified in the MLS. If, in a resulting transaction, Broker represents both the buyer and Seller, the amount specified in **paragraph 2C(2)** shall be paid to Broker and credited against any obligation the buyer owes Broker. Compensation will be paid out of the transaction proceeds.



C. TOTAL COMPENSATION:

- (1) **Compensation Amounts Specified in Paragraph 2C:** The amounts specified in each section in **paragraphs 2C(1)-(3)** are components of the total compensation. The total amount of compensation owed to Broker is the amount specified in **paragraph 2C(5)**. **Paragraph 2C(1)** is the amount designated for seller's side of the transaction. **Paragraph 2C(2)** is the amount designated for the buyer's side of the transaction if buyer is represented by Broker or another broker. **Paragraph 2C(3)** is for any additional compensation due Broker if buyer is unrepresented or other specified reason.
- (2) **Agent under Broker Representing Both Parties:** If the individual agent represents both Seller and the Buyer in any resulting transaction under this Agreement, the total compensation Seller agrees to pay Broker shall be the amount specified in **paragraph 2C(4)**.

D. COMPENSATION TERMS: Compensation is earned, and Seller shall pay Broker as follows:

- (1) If during the Listing Period, or any extension, Broker procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so be Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)
- OR (2) If within **the time specified in paragraph 2C(6)**, (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: **(i)** who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or **(ii)** for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease exchange or obtain an option on the Property. Seller, however, shall have no obligation to Broker under **paragraph 4D(2)** unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.
- OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.

E. ADDITIONAL COMPENSATION TERMS:

- (1) If completion of the sale is prevented by a party to the transaction other than Seller, then compensation which otherwise would have been earned under **paragraph 4** shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
- (2) Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to **paragraph 4**, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.

F. COMPENSATION OBLIGATIONS TO OTHER BROKERS:

- (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified in **paragraph 2C(7)**.
- (2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the individuals or entities **specified in paragraph 2C(7)**.
- (3) If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: **(i)** Broker is not entitled to compensation under this Agreement; and **(ii)** Broker is not obligated to represent Seller in such transaction.

5. SELLER CONCESSIONS: Seller concessions are monetary payments that a seller agrees to contribute towards a buyer's expenses and other costs a buyer is responsible for in the transaction. Concessions may include, but are not limited to, costs of escrow or title, lender fees, repairs, inspections and broker compensation. Concessions identified in a MLS listing, must not specify the concessions are to be used for broker compensation. Concessions must be allowed to be used for any permissible expense or cost.

6. A. ITEMS EXCLUDED AND INCLUDED: Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price. Seller intends that the items **specified in paragraph 2E** be included or excluded in offering the Property for sale, but understands that: **(i)** the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and **(ii)** Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

B. LEASED OR NOT OWNED ITEMS; LIENED ITEMS: The items **specified in paragraph 2E(3)** are leased or not owned by Seller and the items **specified in paragraph 2E(4)** have been financed and a lien has been placed on the Property to secure payment. Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or lienied item. Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or lienied item.

C. SMART HOME FEATURES: The smart home features are intended to be included or excluded as specified in **paragraph 2E(5)**.

7. MULTIPLE LISTING SERVICE:

A. WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in **paragraph 9**, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale, **excepting offers of compensation**. It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.

B. WHAT INFORMATION IS PROVIDED TO THE MLS: All terms of the transaction, including sales price and, if applicable, **financing and concessions**, **(i)** will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and **(ii)** may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

C. WHAT IS BROKER'S MLS? Broker is a participant/subscriber to the Multiple Listing Service (MLS) **specified in paragraph 2F** and possibly others. **Broker shall inform Seller if the MLS specified in paragraph 2F(1)** is not the primary MLS for the geographic area of the Property. When required by **paragraph 9** or by the MLS, Property will be listed with the MLS(s) specified above.



8. BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS;

- A. EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller’s property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.
- B. IMPACT OF OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: **(i)** Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; **(ii)** real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller’s Property is offered for sale; **(iii)** Information about Seller’s Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; **(iv)** real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.
- C. REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.
- D. NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

Seller’s Initials _____ / _____

Broker’s/Agent’s Initials _____ / _____

9. PUBLIC MARKETING OF PROPERTY:

- A. CLEAR COOPERATION POLICY:** Unless specified in paragraph 2F(4), MLS rules require that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.
- B. PUBLIC MARKETING WITHIN CLEAR COOPERATION:** **(i) Public marketing** includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. **(ii)** Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.
- C. “COMING SOON” STATUS IMPACT ON MARKETING; Days on Market (DOM):** Seller is advised to discuss with Broker the meaning of “Coming Soon” as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Unless specified in paragraph 2F(2), Seller does authorize Broker to utilize Coming Soon status, if any. Seller is further advised to discuss with Broker how any DOM calculations or similarly utilized tracking field works in the MLS in which the Property will be listed.
- D. Seller Instructs Broker:**
 - (1) Seller instructs Broker to market the Property to the public, and to start marketing as specified in paragraph 2F(3).
 - OR** (2) If checked in paragraph 2F(3), Seller instructs Broker NOT to market the Property to the public. (MLS may require C.A.R. Form SELM or local equivalent form.) Seller understands that no public marketing will occur and the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.
- E. Whether paragraph 9D(1) or 9D(2) applies, as specified in paragraph 2F(3),** Seller understands and agrees that should any public marketing of the Property occur, the Property listing will be submitted to the MLS within 1 business day.
- F. CLEAR COOPERATION POLICY DOES NOT APPLY:** If checked in paragraph 2F(4), the MLS’s utilized by Broker do not have a Clear Cooperation Policy. Paragraphs 9A-E do not apply to this listing. Broker shall disclose to Seller and obtain Seller’s consent for any instruction to not market the Property on the MLS or to the public.

10. MLS DATA ON THE INTERNET: MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:

- A. PROPERTY OR PROPERTY ADDRESS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the Internet (C.A.R. Form SELI). Seller understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property’s address in response to their search.
- B. FEATURE OPT-OUTS:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below (C.A.R. Form SELI). Seller understands **(i)** that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; **(ii)** that other Internet sites may or may not have the features set forth herein; and **(iii)** that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
 - (1) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
 - (2) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.
- C. SELLER ELECTION TO OPT-OUT:** If checked in paragraph 2F(5), Seller elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.

11. SELLER REPRESENTATIONS: Seller represents that, unless otherwise specified in writing, Seller is unaware of: **(i)** any Notice of Default recorded against the Property; **(ii)** any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; **(iii)** any bankruptcy, insolvency or similar proceeding affecting the Property; **(iv)** any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller’s ability to transfer it; and **(v)** any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.

12. BROKER’S AND SELLER’S DUTIES:

- A. Broker Responsibility, Authority and Limitations:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized, but not required, to **(i)** order reports and disclosures including those specified in paragraph 12E as necessary, **(ii)** advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and **(iii)** disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.



B. Presentation of Offers:

(1) There are different strategies for obtaining the best offer for Seller. Seller is advised that certain buyers may prefer not to be in a competitive situation and either may not make an offer if there is an instruction that all offers will be presented at a later specified time or may try to make a "preemptive" offer that will expire in the hopes Seller will accept before the presentation date. **Additionally, certain buyers may not be able or allowed to pay compensation to a buyer's broker. These buyers may request for seller to pay buyer's broker through a term or concession request in the purchase agreement or through a separate compensation agreement, if Seller has not authorized Broker in this Agreement to pay the full amount buyer owes buyer's broker, or any amount.** Seller is advised to discuss and consider the best strategy for Seller related to the presentation of offers.

(2) (A) **Seller instructs Broker to Present Offers:** Broker agrees to present all offers received for Seller's Property, and present them to Seller as soon as possible, unless Seller gives Broker written instructions to the contrary.

OR (B) **Seller instructs Broker not to Present Offers until a Later Time:** If checked in **paragraph 2G(1)**, Seller has elected to have Broker hold all offers and present them to Seller as specified in **paragraph 2G(1)**. Broker will inform Seller that an offer has come in, but will not submit offer to Seller, unless specifically instructed otherwise, in writing. Local MLS rules may impact this practice and whether it will provide any benefit to Seller. **Broker and Seller may amend this instruction by agreeing in writing.**

C. Buyer Supplemental Offer Letters (Buyer Letters):

(1) **Paragraph 8** of the Fair Housing and Discrimination Advisory (C.A.R. Form FHDA) attached to this Agreement informs Seller of the practice of many buyers and their agents of including a Buyer Letter with an offer to try to influence a seller to accept the buyer's offer. Buyer Letters may include photos and video. Whether overt or unintentional, Buyer Letters may contain information about a buyer's or seller's protected class or characteristics. Deciding whether to accept an offer based upon protected classes or characteristics is unlawful. Broker will not review the content of Buyer Letters.

(2) (A) **Seller instructs Broker not to present Buyer Letters:** Whether submitted with an offer or separately at a different time. Seller authorizes Broker to specify in the MLS that Buyer Letters will not be presented to Seller.

OR (B) **If checked in paragraph 2G(2), Seller instructs Broker to present Buyer Letters:** Broker advises seller that: (i) Buyer Letters may contain information about protected classes or characteristics and such information should not be used in Seller's decision of whether to accept, reject, or counter a Buyer's offer; and (ii) if Seller relies on Buyer Letters, Seller is acting against Broker's advice and should seek the advice of counsel before doing so.

D. Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to **paragraph 4F(3)**, referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property.

E. **Investigations and Reports:** Seller agrees, within the time specified in **paragraph 2G(3)**, to order and, when required by the service provider, pay for all reports specified in **paragraph 2G(3)**. If Property is located in a Common Interest Development or Homeowners Association, Seller is advised that there may be benefits to obtaining any required documents prior to entering into escrow with any buyer. Such benefits may include, but not be limited to, potentially being able to lower costs in obtaining the documents and avoiding any potential delays or complications due to late or slow delivery of such documents.

F. **Undisclosed conditions; incomplete or incorrect information:** Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, and costs arising from any incorrect or incomplete information supplied by Seller, or from any material facts that Seller knows but fails to disclose including dangerous or hidden conditions on the Property.

13. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.

14. AGENCY RELATIONSHIP:

A. **DISCLOSURE:** Seller acknowledges receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

B. **SELLER REPRESENTATION:** Broker shall represent Seller in any resulting transaction, except as specified in **paragraph 4F**.

C. POSSIBLE DUAL AGENCY WITH BUYER:

(1) Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

(2) **Showing Properties:** Seller acknowledges that real estate brokers must have a representation agreement with a buyer before showing properties to that buyer. Seller consents to Broker entering into a Buyer Representation and Broker Compensation Agreement with a buyer, and that by doing so the brokerage company will become a dual agent representing both buyer and seller.

D. **UNREPRESENTED BUYERS:** If a buyer interested in viewing Seller's property is not already represented by a real estate broker, and such buyer refuses to be represented by Broker, Seller authorizes Broker to obtain a signed document from such buyer refusing representation by Broker. Broker shall provide such buyers, at the earliest practicable time, a disclosure of non-representation, such as Buyer Non-Agency (CAR Form BNA).

E. **CONFIRMATION:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.

F. **POTENTIALLY COMPETING SELLERS AND BUYERS:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Seller acknowledges receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

G. **TERMINATION OF AGENCY RELATIONSHIP:** Seller acknowledges and agrees that the representation duties of, and agency relationship with, Broker terminate at the expiration of this Agreement or, if it occurs first, the completion of any transaction specified in this Agreement.

Property Address: _____

Date: _____

- 15. SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: **(i)** to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; **and (ii)** to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as “nanny cams” and hidden security cameras). Seller is advised to post notice disclosing the existence of security devices.
- 16. PHOTOGRAPHS AND INTERNET ADVERTISING:**
- A.** In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. **Unless checked in paragraph 2H(1)**, Seller agrees that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property (“Images”) for static and/or virtual tours of the Property by buyers and others for use on Broker’s website, the MLS, and other marketing materials and sites. Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker’s control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties’ agreement impacting the Images. Seller also acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images for advertising, including post sale and for Broker/Agent’s business in the future.
- B.** Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. If checked **in paragraph 2H(2)** Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.
- 17. KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Seller further agrees that Broker, at Broker’s discretion, and without further approval from Seller, shall have the right to grant access to and convey Seller’s consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox.
- A.** **Unless checked in paragraph 2K**, Seller authorizes Broker to install a keysafe/lockbox.
- B. TENANT-OCCUPIED PROPERTY:** If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)’ written permission for use of a keysafe/lockbox (C.A.R. Form KLA).
- 18. SIGN:** **Unless checked in paragraph 2K**, Seller authorizes Broker to install a FOR SALE/SOLD sign on the Property.
- 19. EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 20. ATTORNEY FEES:** In any action, proceeding or arbitration between Seller and Broker arising out of this Agreement, Seller and Broker are each responsible for paying their own attorney’s fees and costs except as provided in **paragraph 23A**.
- 21. MANAGEMENT APPROVAL:** If an associate-licensee in Broker’s office (salesperson or broker-associate) enters into this Agreement on Broker’s behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within **5 Days** After its execution.
- 22. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Seller and Seller’s successors and assigns.
- 23. DISPUTE RESOLUTION:**
- A. MEDIATION:** (1) Seller and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party (the non-mediating party) **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then if the non-mediating party is the losing party in any such action, the prevailing party in such action shall be entitled to recover attorney fees from the non-mediating party, notwithstanding the terms in **paragraph 20**. (4) **Exclusions from this mediation agreement are specified in paragraph 22B.**
- B. ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: **(i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic’s lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.**
- C. ARBITRATION ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
- 24. ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.
- 25. OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: **(i)** Seller is the owner of the Property; **(ii)** no other persons or entities have title to the Property; and **(iii)** Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are **specified in paragraph 21**.

Property Address: _____ Date: _____

26. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall deliver to Broker, within **3 Days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

By signing below, Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Residential Listing Agreement.

ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, other entity or holds a power of attorney.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 26** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: _____
- (4) **A.** If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
B. If Property is sold under the jurisdiction of a probate court, identify Seller as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____

SELLER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone# _____

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone# _____

Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) _____ DRE Lic# _____

Address _____ City _____ State _____ Zip _____

By _____ Tel. _____ E-mail _____ DRE Lic# _____ Date _____

By _____ Tel. _____ E-mail _____ DRE Lic# _____ Date _____

More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.

Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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RESIDENTIAL LISTING AGREEMENT SELLER RESERVED
(Authorization and Right to Sell)
(C.A.R. Form RLASR, Revised 6/24)

Date Prepared: _____

1. SELLER RESERVED LISTING AGREEMENT: _____ (“Seller”) hereby employs and grants _____ (“Broker”) the non-exclusive and irrevocable right to sell or exchange the real property described as _____, situated in _____ (City), _____ (County), California, _____ (Zip Code), Assessor’s Parcel No. _____ (“Property”) for the Listing Period* in **paragraph 2A(1)**.

* The maximum listing period allowed by law for residential property improved with one to four units is 24 months from the date this Agreement is made. This restriction does not apply if Seller is a corporation, LLC or partnership. It is unlawful to record or file this listing Agreement, or a memorandum or notice thereof, with the county recorder.

2. TERMS OF LISTING AGREEMENT: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 7 pages. Seller is advised to read all 7 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A(1)	Listing Period* (see above)	Beginning on _____ (date) Ending at 11:59 P.M. on _____ (date)
A(2)	Listing Price	_____ Dollars (\$ _____)
B	Property Specific Listings	<input type="checkbox"/> Manufactured (mobile) home (C.A.R. Form MHLA attached) <input type="checkbox"/> Probate, conservatorship or guardianship (C.A.R. Form PLA attached)
C	Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker). See attached Broker Compensation Advisory (C.A.R. Form BCA).	
C(1)	4A Compensation to Seller’s Broker (only Seller’s side of transaction)	_____ % of the listing price (or if a purchase agreement is entered into, of the purchase price) AND _____ OR <input type="checkbox"/> \$ _____,
C(2)	<input type="checkbox"/> Optional additional compensation, if any, to Seller’s Broker to be offered to Buyer’s brokers	_____ % of the purchase price OR <input type="checkbox"/> \$ _____,
C(3)	<input type="checkbox"/> Additional Compensation to Seller’s Broker if buyer is unrepresented	_____ % of the purchase price AND _____ OR <input type="checkbox"/> \$ _____,
C(4)	4C(2) If same individual agent represents both seller and buyer	The total combined compensation shall be C(1) + C(2) OR <input type="checkbox"/> _____ % <input type="checkbox"/> \$ _____.
C(5)	4C(1) Total Compensation to Broker(s)	(a) The amount specified, if any, in C(1) + C(2) if buyer is represented, OR (b) The amount specified in C(4) if the individual agent represents both sides; OR (c) The amount specified in C(1) + C(3), if Buyer is unrepresented.
C(6)	4D(2) Continuation of Right to Compensation for Broker Identified Prospective Buyers	_____ calendar days after the Listing Period or any extension
C(7)	4F Seller Obligation to Pay Previous Brokers	Previous Listing/Other Broker(s): _____ Compensation to above Broker(s) owed if Property transferred to: _____
D	5 <input type="checkbox"/> Seller Concessions	Seller authorizes Broker to put in the MLS that Seller is willing to consider offers asking for concessions, AND <input type="checkbox"/> an amount up to _____ % of the purchase price OR <input type="checkbox"/> \$ _____
E	Items Intended to be Included and Excluded	
E(1)	6A Items Included	<input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;
E(2)	6A Excluded Items:	<input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;
E(3)	6B Leased Items: <input type="checkbox"/> Propane Tank(s);	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Alarm System(s); <input type="checkbox"/> Water Softener; <input type="checkbox"/> _____
E(4)	6B Liened Items: <input type="checkbox"/> Heating/Ventilation/Air conditioning systems	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Windows or Doors; <input type="checkbox"/> _____; <input type="checkbox"/> _____
E(5)	6C	(a) Smart Home Features Seller prefers to Include: _____ (b) Smart Home Features Seller prefers to Exclude: _____



Property Address: _____ Date: _____

F MLS and Public Marketing			
F(1)	7-10	Property will be marketed in the following MLS	Primary _____ Other(s): _____
F(2)	9C	Coming Soon Status	Seller does (<input type="checkbox"/> does not) authorize Broker to market the property per the Coming Soon status in Broker's MLS, if any
F(3)	9	Public Marketing	To begin on the Beginning Date of this Agreement or <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> Seller instructs Broker not to market the property to the public (C.A.R. Form SELM)
F(4)	9	Placing property listing in MLS (Clear Cooperation)	Property listing will be placed in the MLS within one business day of public marketing (Clear Cooperation), <input type="checkbox"/> Clear Cooperation does not apply to the listing.
F(5)	10C	Listing features kept off the internet	Seller does (<input type="checkbox"/> does not) authorize the MLS to make all listing information available to internet sites. If checked, see C.A.R. Form SELI for exclusions.
G Broker's and Seller's Duties			
G(1)	12B(2)	Timing of Presentation of Offers	Seller instructs Broker to present all offers received as soon as practicable OR <input type="checkbox"/> Offers shall be presented on _____ (date) or <input type="checkbox"/> _____ Days after the property is listed as active on the MLS
G(2)	12C(2)	Buyer Supplemental Offer Letters (Buyer Letters)	Seller instructs Broker not to present Buyer letters, OR <input type="checkbox"/> Seller instructs Brokers to present Buyer Letters. If Seller requests or relies on Buyer Letters, Seller is acting against Broker's advice.
G(3)	12E	Investigation Reports	<input checked="" type="checkbox"/> Natural Hazard Disclosure <input type="checkbox"/> Structural Pest Control, <input type="checkbox"/> General Property Inspection, <input type="checkbox"/> Homeowners Association Documents, <input type="checkbox"/> Preliminary (Title) Report, <input type="checkbox"/> Roof Inspection, <input type="checkbox"/> Pool Inspection, <input type="checkbox"/> Septic/Sewer Inspection, <input type="checkbox"/> Other: _____
H(1)	16A	<input type="checkbox"/> Seller instructs Broker not to take or use photographs in marketing, except as required by MLS rules.	
H(2)	16B	MLS Instruction Re. Photographs	Visitors are not restricted from taking pictures of the property, OR <input type="checkbox"/> Seller instructs Broker to include MLS terms that only persons preparing appraisals or inspection reports may take pictures of the property.
I	25	Exceptions to Ownership/Title	_____
J		<input type="checkbox"/> Seller intends to include a contingency to purchase a replacement property as part of any transaction (see C.A.R. Form SPRP)	
K	17, 18	Owner Opt Outs	<input type="checkbox"/> Key safe/Lockbox <input type="checkbox"/> Signs
L		Additional Terms	_____

3. ADVISORIES AND ADDENDA:

A. Advisories

- Broker Compensation Advisory (C.A.R. Form BCA)
- Short Sale Information and Advisory (C.A.R. Form SSIA)
- Other: _____
- REO Advisory Listing (C.A.R. Form REOL)
- Trust Advisory (C.A.R. Form TA)

B. Addenda. The addenda identified below are incorporated into this Agreement

- _____
- _____

4. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).

A. SELLER'S BROKER COMPENSATION: Seller agrees to pay to Broker as compensation for services for representing Seller, the amount specified in **paragraph 2C(1)**.

B. OFFER TO COMPENSATE BUYER'S BROKER:

- (1) **ADVISORY:** Compensation is negotiable and Seller is not required to pay buyer's broker compensation, either through Broker or directly. Seller has been advised of the advantages and disadvantages of offering to compensate buyer's broker. See attached Broker Compensation Advisory (C.A.R. Form BCA).
- (2) **AUTHORIZATION TO OFFER COMPENSATION TO BUYER'S BROKERS:** Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to buyer's brokers. If **paragraph 2C(2)** is checked, Broker is authorized to offer to compensate buyer's brokers the amount specified in **paragraph 2C(2)**. Seller is not required to authorize compensation to a buyer's broker to list Property on the MLS. If any offer of compensation is authorized, it will not be specified in the MLS. If, in a resulting transaction, Broker represents both the buyer and Seller, the amount specified in **paragraph 2C(2)** shall be paid to Broker and credited against any obligation the buyer owes Broker. Compensation will be paid out of the transaction proceeds.



C. TOTAL COMPENSATION:

- (1) **Compensation Amounts Specified in Paragraph 2C:** The amounts specified in each section in paragraphs 2C(1)-(3) are components of the total compensation. The total amount of compensation owed to Broker is the amount specified in paragraph 2C(5). Paragraph 2C(1) is the amount designated for seller's side of the transaction. Paragraph 2C(2) is the amount designated for the buyer's side of the transaction if buyer is represented by Broker or another broker. Paragraph 2C(3) is for any additional compensation due Broker if buyer is unrepresented or other specified reason.
- (2) **Agent under Broker Representing Both Parties:** If the individual agent represents both Seller and the Buyer in any resulting transaction under this Agreement, the total compensation Seller agrees to pay Broker shall be the amount specified in paragraph 2C(4).

D. COMPENSATION TERMS: Compensation is earned, and Seller shall pay Broker as follows:

- (1) If during the Listing Period, or any extension, Broker or any other broker or agent procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)
- OR (2) If within the time specified in paragraph 2C(6), (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease exchange or obtain an option on the Property. Seller, however, shall have no obligation to Broker under paragraph 4D(2) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.
- OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.

E. ADDITIONAL COMPENSATION TERMS:

- (1) If completion of the sale is prevented by a party to the transaction other than Seller, then compensation which otherwise would have been earned under paragraph 4 shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
- (2) Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 4, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.

F. COMPENSATION OBLIGATIONS TO OTHER BROKERS:

- (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified in paragraph 2C(7).
- (2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the individuals or entities specified in paragraph 2C(7).
- (3) If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.

5. SELLER CONCESSIONS: Seller concessions are monetary payments that a seller agrees to contribute towards a buyer's expenses and other costs a buyer is responsible for in the transaction. Concessions may include, but are not limited to, costs of escrow or title, lender fees, repairs, inspections and broker compensation. Concessions identified in a MLS listing, must not specify the concessions are to be used for broker compensation. Concessions must be allowed to be used for any permissible expense or cost.

6. A. ITEMS EXCLUDED AND INCLUDED: Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price. Seller intends that the items specified in paragraph 2E be included or excluded in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

B. LEASED OR NOT OWNED ITEMS; LIENED ITEMS: The items specified in paragraph 2E(3) are leased or not owned by Seller and the items specified in paragraph 2E(4) have been financed and a lien has been placed on the Property to secure payment. Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or lienied item. Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or lienied item.

C. SMART HOME FEATURES: The smart home features are intended to be included or excluded as specified in paragraph 2E(5).

7. MULTIPLE LISTING SERVICE:

A. WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in paragraph 9, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale, excepting offers of compensation. It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.

B. WHAT INFORMATION IS PROVIDED TO THE MLS: All terms of the transaction, including sales price and, if applicable, financing and concessions, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

C. WHAT IS BROKER'S MLS? Broker is a participant/subscriber to the Multiple Listing Service (MLS) specified in paragraph 2F and possibly others. Broker shall inform Seller if the MLS specified in paragraph 2F(1) is not the primary MLS for the geographic area of the Property. When required by paragraph 9 or by the MLS, Property will be listed with the MLS(s) specified above.



8. BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS;

- A. EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.
- B. IMPACT OF OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: **(i)** Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; **(ii)** real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; **(iii)** Information about Seller's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; **(iv)** real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.
- C. REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.
- D. NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

Seller's Initials _____ / _____

Broker's/Agent's Initials _____ / _____

9. PUBLIC MARKETING OF PROPERTY:

- A. CLEAR COOPERATION POLICY:** Unless specified in paragraph 2F(4), MLS rules require that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.
- B. PUBLIC MARKETING WITHIN CLEAR COOPERATION:** **(i) Public marketing** includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. **(ii) Public marketing** does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.
- C. "COMING SOON" STATUS IMPACT ON MARKETING; Days on Market (DOM):** Seller is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Unless specified in paragraph 2F(2), Seller does authorize Broker to utilize Coming Soon status, if any. Seller is further advised to discuss with Broker how any DOM calculations or similarly utilized tracking field works in the MLS in which the Property will be listed.
- D. Seller Instructs Broker:**
 - (1) Seller instructs Broker to market the Property to the public, and to start marketing as specified in paragraph 2F(3).
 - OR (2) If checked in paragraph 2F(3), Seller instructs Broker NOT to market the Property to the public. (MLS may require C.A.R. Form SELM or local equivalent form.) Seller understands that no public marketing will occur and the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.
- E. Whether paragraph 9D(1) or 9D(2) applies, as specified in paragraph 2F(3),** Seller understands and agrees that should any public marketing of the Property occur, the Property listing will be submitted to the MLS within 1 business day.
- F. CLEAR COOPERATION POLICY DOES NOT APPLY:** If checked in paragraph 2F(4), the MLS's utilized by Broker do not have a Clear Cooperation Policy. Paragraphs 9A-E do not apply to this listing. Broker shall disclose to Seller and obtain Seller's consent for any instruction to not market the Property on the MLS or to the public.

10. MLS DATA ON THE INTERNET: MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:

- A. PROPERTY OR PROPERTY ADDRESS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the Internet (C.A.R. Form SELI). Seller understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.
- B. FEATURE OPT-OUTS:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below (C.A.R. Form SELI). Seller understands **(i)** that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; **(ii)** that other Internet sites may or may not have the features set forth herein; and **(iii)** that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
 - (1) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
 - (2) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.
- C. SELLER ELECTION TO OPT-OUT:** If checked in paragraph 2F(5), Seller elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.

11. SELLER REPRESENTATIONS: Seller represents that, unless otherwise specified in writing, Seller is unaware of: **(i)** any Notice of Default recorded against the Property; **(ii)** any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; **(iii)** any bankruptcy, insolvency or similar proceeding affecting the Property; **(iv)** any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and **(v)** any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.

12. BROKER'S AND SELLER'S DUTIES:

- A. Broker Responsibility, Authority and Limitations:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized, but not required, to **(i)** order reports and disclosures including those specified in paragraph 12E as necessary, **(ii)** advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and **(iii)** disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.



B. Presentation of Offers:

(1) There are different strategies for obtaining the best offer for Seller. Seller is advised that certain buyers may prefer not to be in a competitive situation and either may not make an offer if there is an instruction that all offers will be presented at a later specified time or may try to make a "preemptive" offer that will expire in the hopes Seller will accept before the presentation date. **Additionally, certain buyers may not be able or allowed to pay compensation to a buyer's broker. These buyers may request for seller to pay buyer's broker through a term or concession request in the purchase agreement or through a separate compensation agreement, if Seller has not authorized Broker in this Agreement to pay the full amount buyer owes buyer's broker, or any amount.** Seller is advised to discuss and consider the best strategy for Seller related to the presentation of offers.

(2) (A) **Seller instructs Broker to Present Offers:** Broker agrees to present all offers received for Seller's Property, and present them to Seller as soon as possible, unless Seller gives Broker written instructions to the contrary.

OR (B) **Seller instructs Broker not to Present Offers until a Later Time:** If checked in **paragraph 2G(1)**, Seller has elected to have Broker hold all offers and present them to Seller as specified in **paragraph 2G(1)**. Broker will inform Seller that an offer has come in, but will not submit offer to Seller, unless specifically instructed otherwise, in writing. Local MLS rules may impact this practice and whether it will provide any benefit to Seller. **Broker and Seller may amend this instruction by agreeing in writing.**

C. Buyer Supplemental Offer Letters (Buyer Letters):

(1) **Paragraph 8** of the Fair Housing and Discrimination Advisory (C.A.R. Form FHDA) attached to this Agreement informs Seller of the practice of many buyers and their agents of including a Buyer Letter with an offer to try to influence a seller to accept the buyer's offer. Buyer Letters may include photos and video. Whether overt or unintentional, Buyer Letters may contain information about a buyer's or seller's protected class or characteristics. Deciding whether to accept an offer based upon protected classes or characteristics is unlawful. Broker will not review the content of Buyer Letters.

(2) (A) **Seller instructs Broker not to present Buyer Letters:** Whether submitted with an offer or separately at a different time. Seller authorizes Broker to specify in the MLS that Buyer Letters will not be presented to Seller.

OR (B) **If checked in paragraph 2G(2), Seller instructs Broker to present Buyer Letters:** Broker advises seller that: (i) Buyer Letters may contain information about protected classes or characteristics and such information should not be used in Seller's decision of whether to accept, reject, or counter a Buyer's offer; and (ii) if Seller relies on Buyer Letters, Seller is acting against Broker's advice and should seek the advice of counsel before doing so.

D. Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to **paragraph 4F(3)**, referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property.

E. **Investigations and Reports:** Seller agrees, within **the time specified in paragraph 2G(3)**, to order and, when required by the service provider, pay for **all reports specified in paragraph 2G(3)**. If Property is located in a Common Interest Development or Homeowners Association, Seller is advised that there may be benefits to obtaining any required documents prior to entering into escrow with any buyer. Such benefits may include, but not be limited to, potentially being able to lower costs in obtaining the documents and avoiding any potential delays or complications due to late or slow delivery of such documents.

F. **Undisclosed conditions; incomplete or incorrect information:** Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, and costs arising from any incorrect or incomplete information supplied by Seller, or from any material facts that Seller knows but fails to disclose including dangerous or hidden conditions on the Property.

13. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.

14. AGENCY RELATIONSHIP:

A. **DISCLOSURE:** Seller acknowledges receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

B. **SELLER REPRESENTATION:** Broker shall represent Seller in any resulting transaction, except as specified in **paragraph 4F**.

C. POSSIBLE DUAL AGENCY WITH BUYER:

(1) Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

(2) **Showing Properties:** Seller acknowledges that real estate brokers must have a representation agreement with a buyer before showing properties to that buyer. Seller consents to Broker entering into a Buyer Representation and Broker Compensation Agreement with a buyer, and that by doing so the brokerage company will become a dual agent representing both buyer and seller.

D. **UNREPRESENTED BUYERS:** If a buyer interested in viewing Seller's property is not already represented by a real estate broker, and such buyer refuses to be represented by Broker, Seller authorizes Broker to obtain a signed document from such buyer refusing representation by Broker. Broker shall provide such buyers, at the earliest practicable time, a disclosure of non-representation, such as Buyer Non-Agency (CAR Form BNA).

E. **CONFIRMATION:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.

F. **POTENTIALLY COMPETING SELLERS AND BUYERS:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Seller acknowledges receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

G. **TERMINATION OF AGENCY RELATIONSHIP:** Seller acknowledges and agrees that the representation duties of, and agency relationship with, Broker terminate at the expiration of this Agreement or, if it occurs first, the completion of any transaction specified in this Agreement.

Property Address: _____

Date: _____

- 15. SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: **(i)** to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; **and (ii)** to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as "nanny cams" and hidden security cameras). Seller is advised to post notice disclosing the existence of security devices.
- 16. PHOTOGRAPHS AND INTERNET ADVERTISING:**
- A.** In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. **Unless checked in paragraph 2H(1),** Seller agrees that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties' agreement impacting the Images. Seller also acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images for advertising, including post sale and for Broker/Agent's business in the future.
- B.** Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. If checked in **paragraph 2H(2)** Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.
- 17. KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Seller further agrees that Broker, at Broker's discretion, and without further approval from Seller, shall have the right to grant access to and convey Seller's consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox.
- A.** **Unless checked in paragraph 2K,** Seller authorizes Broker to install a keysafe/lockbox.
- B. TENANT-OCCUPIED PROPERTY:** If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox (C.A.R. Form KLA).
- 18. SIGN:** **Unless checked in paragraph 2K,** Seller authorizes Broker to install a FOR SALE/SOLD sign on the Property.
- 19. EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 20. ATTORNEY FEES:** In any action, proceeding or arbitration between Seller and Broker arising out of this Agreement, Seller and Broker are each responsible for paying their own attorney's fees and costs except as provided in **paragraph 23A.**
- 21. MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within **5 Days** After its execution.
- 22. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Seller and Seller's successors and assigns.
- 23. DISPUTE RESOLUTION:**
- A. MEDIATION:** (1) Seller and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party (the non-mediating party) **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then if the non-mediating party is the losing party in any such action, the prevailing party in such action shall be entitled to recover attorney fees from the non-mediating party, notwithstanding the terms in **paragraph 20.** (4) **Exclusions from this mediation agreement are specified in paragraph 23B.**
- B. ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: **(i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.**
- C. ARBITRATION ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
- 24. ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.
- 25. OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: **(i)** Seller is the owner of the Property; **(ii)** no other persons or entities have title to the Property; and **(iii)** Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are **specified in paragraph 21.**

Property Address: _____ Date: _____

26. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall deliver to Broker, within **3 Days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

By signing below, Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Residential Listing Agreement.

ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, other entity or holds a power of attorney.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 26** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: _____
- (4) **A.** If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
B. If Property is sold under the jurisdiction of a probate court, identify Seller as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____

SELLER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone# _____

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone# _____

Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) _____ DRE Lic# _____

Address _____ City _____ State _____ Zip _____

By _____ Tel. _____ E-mail _____ DRE Lic# _____ Date _____

By _____ Tel. _____ E-mail _____ DRE Lic# _____ Date _____

More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.

Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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RESIDENTIAL LISTING AGREEMENT
(Exclusive Authorization and Right to Sell)
(C.A.R. Form RLA, Revised 6/24)

Date Prepared: _____

1. **EXCLUSIVE RIGHT TO SELL:** _____ (“Seller”) hereby employs and grants _____ (“Broker”) the exclusive and irrevocable right to sell or exchange the real property described as _____, situated in _____ (City), _____ (County), California, _____ (Zip Code), Assessor’s Parcel No. _____ (“Property”) for the Listing Period* in **paragraph 2A(1)**.

* The maximum listing period allowed by law for residential property improved with one to four units is 24 months from the date this Agreement is made. This restriction does not apply if Seller is a corporation, LLC or partnership. It is unlawful to record or file this listing Agreement, or a memorandum or notice thereof, with the county recorder.

2. **TERMS OF LISTING AGREEMENT:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 7 pages. Seller is advised to read all 7 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A(1)		Listing Period* (see above)	Beginning on _____ (date) Ending at 11:59 P.M. on _____ (date)
A(2)		Listing Price	_____ Dollars (\$ _____)
B		Property Specific Listings	<input type="checkbox"/> Manufactured (mobile) home (C.A.R. Form MHLA attached) <input type="checkbox"/> Probate, conservatorship or guardianship (C.A.R. Form PLA attached)
C		Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Buyer and Broker (real estate commissions include all compensation and fees to Broker). See attached Broker Compensation Advisory (C.A.R. Form BCA).	
C(1)	4A	Compensation to Seller’s Broker (only Seller’s side of transaction)	_____ % of the listing price (or if a purchase agreement is entered into, of the purchase price) AND _____ OR <input type="checkbox"/> \$ _____,
C(2)	4B	<input type="checkbox"/> Optional additional compensation, if any, to Seller’s Broker to be offered to Buyer’s brokers	_____ % of the purchase price OR <input type="checkbox"/> \$ _____,
C(3)		<input type="checkbox"/> Additional Compensation to Seller’s Broker if buyer is unrepresented	_____ % of the purchase price AND _____ OR <input type="checkbox"/> \$ _____
C(4)	4C(2)	If same individual agent represents both seller and buyer	The total combined compensation shall be C(1) + C(2) OR <input type="checkbox"/> _____ % <input type="checkbox"/> \$ _____.
C(5)	4C(1)	Total Compensation to Broker(s) Unless otherwise agreed in writing, Seller shall pay Broker:	(a) The amount specified, if any, in C(1) + C(2) if buyer is represented, OR (b) The amount specified in C(4) if the individual agent represents both sides; OR (c) The amount specified in C(1) + C(3), if Buyer is unrepresented.
C(6)	4D(2)	Continuation of Right to Compensation for Broker Identified Prospective Buyers	_____ calendar days after the Listing Period or any extension
C(7)	4F	Seller Obligation to Pay Previous Brokers	Previous Listing/Other Broker(s): _____ Compensation to above Broker(s) owed if Property transferred to: _____
D	5	<input type="checkbox"/> Optional Seller Concessions	Seller authorizes Broker to put in the MLS that Seller is willing to consider offers asking for concessions, with <input type="checkbox"/> an amount up to _____ % of the purchase price OR <input type="checkbox"/> \$ _____
E		Items Intended to be Included and Excluded	
E(1)	6A	Items Included	<input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;
E(2)	6A	Excluded Items:	<input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;
E(3)	6B	Leased Items: <input type="checkbox"/> Propane Tank(s);	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Alarm System(s); <input type="checkbox"/> Water Softener; <input type="checkbox"/> _____
E(4)	6B	Liened Items: <input type="checkbox"/> Heating/Ventilation/Air conditioning systems	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Windows or Doors; <input type="checkbox"/> _____; <input type="checkbox"/> _____
E(5)	6C	(a) Smart Home Features Seller prefers to Include: _____ (b) Smart Home Features Seller prefers to Exclude: _____	



Property Address: _____ Date: _____

F	MLS and Public Marketing		
F(1)	7-10	Property will be marketed in the following MLS	Primary _____ Other(s): _____
F(2)	9C	Coming Soon Status	Seller does (<input type="checkbox"/> does not) authorize Broker to market the property per the Coming Soon status in Broker's MLS, if any
F(3)	9B	Public Marketing	To begin on the Beginning Date of this Agreement or <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> Seller instructs Broker not to market the property to the public (C.A.R. Form SELM)
F(4)	9	Placing property listing in MLS (Clear Cooperation)	Property listing will be placed in the MLS within one business day of public marketing (Clear Cooperation), <input type="checkbox"/> Clear Cooperation does not apply to the listing.
F(5)	10	Listing features kept off the internet	Seller does (<input type="checkbox"/> does not) authorize the MLS to make all listing information available to internet sites. If checked, see C.A.R. Form SELI for exclusions.
G	Broker's and Seller's Duties		
G(1)	12B(2)	Timing of Presentation of Offers	Seller instructs Broker to present all offers received as soon as practicable OR <input type="checkbox"/> Offers shall be presented on _____ (date) or <input type="checkbox"/> _____ Days after the property is listed as active on the MLS
G(2)	12C	Buyer Supplemental Offer Letters (Buyer Letters)	Seller instructs Broker not to present Buyer letters, OR <input type="checkbox"/> Seller instructs Brokers to present Buyer Letters. If Seller requests or relies on Buyer Letters, Seller is acting against Broker's advice.
G(3)	12E	Investigation Reports	<input checked="" type="checkbox"/> Natural Hazard Disclosure <input type="checkbox"/> Structural Pest Control, <input type="checkbox"/> General Property Inspection, <input type="checkbox"/> Homeowners Association Documents, <input type="checkbox"/> Preliminary (Title) Report, <input type="checkbox"/> Roof Inspection, <input type="checkbox"/> Pool Inspection, <input type="checkbox"/> Septic/Sewer Inspection, <input type="checkbox"/> Other: _____
H(1)	16A	<input type="checkbox"/> Seller instructs Broker not to take or use photographs in marketing, except as required by MLS rules.	
H(2)	16B	MLS Instruction Re. Photographs	Visitors are not restricted from taking pictures of the property, OR <input type="checkbox"/> Seller instructs Broker to include MLS terms that only persons preparing appraisals or inspection reports may take pictures of the property.
I	25	Exceptions to Ownership/Title	_____
J		<input type="checkbox"/> Seller intends to include a contingency to purchase a replacement property as part of any transaction (see C.A.R. Form SPRP)	
K	17, 18	Owner Opt Outs	<input type="checkbox"/> Key safe/Lockbox <input type="checkbox"/> Signs
L		Additional Terms	_____

3. ADVISORIES AND ADDENDA:

A. Advisories

- Broker Compensation Advisory (C.A.R. Form BCA)
- Short Sale Information and Advisory (C.A.R. Form SSIA)
- Other: _____
- REO Advisory Listing (C.A.R. Form REOL)
- Trust Advisory (C.A.R. Form TA)

B. Addenda. The addenda identified below are incorporated into this Agreement

- _____
- _____

4. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).

A. SELLER'S BROKER COMPENSATION: Seller agrees to pay to Broker as compensation for services for representing Seller, the amount specified in **paragraph 2C(5)**.

B. OFFER TO COMPENSATE BUYER'S BROKER:

- (1) **ADVISORY:** Compensation is negotiable and Seller is not required to pay buyer's broker compensation, either through Broker or directly. Seller has been advised of the advantages and disadvantages of offering to compensate buyer's broker. See attached Broker Compensation Advisory (C.A.R. Form BCA).
- (2) **AUTHORIZATION TO OFFER COMPENSATION TO BUYER'S BROKERS:** If **paragraph 2C(2)** is checked, Broker is authorized to offer to compensate buyer's brokers the amount specified in **paragraph 2C(2)**. Seller is not required to authorize compensation to a buyer's broker to list Property on the MLS. If any offer of compensation is authorized, it will not be specified in the MLS. If, in a resulting transaction, Broker represents both the buyer and Seller, the amount specified in **paragraph 2C(2)** shall be paid to Broker and credited against any obligation the buyer owes Broker. Compensation will be paid out of the transaction proceeds.



Property Address: _____

C. TOTAL COMPENSATION:

- (1) **Compensation Amounts Specified in Paragraph 2C:** The amounts specified in each section in **paragraphs 2C(1)-(3)** are components of the total compensation. The total amount of compensation owed to Broker is the amount specified in **paragraph 2C(5)**. **Paragraph 2C(1)** is the amount designated for seller's side of the transaction. **Paragraph 2C(2)** is the amount designated for the buyer's side of the transaction if buyer is represented by Broker or another broker. **Paragraph 2C(3)** is for any additional compensation due Broker if buyer is unrepresented or other specified reason.
- (2) **Agent under Broker Representing Both Parties:** If the individual agent represents both Seller and the Buyer in any resulting transaction under this Agreement, the total compensation Seller agrees to pay Broker shall be the amount specified in **paragraph 2C(4)**.

D. COMPENSATION TERMS: Compensation is earned, and Seller shall pay Broker as follows:

- (1) If during the Listing Period, or any extension, Broker, cooperating broker, Seller or any other person procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)
- OR (2) If within the time specified in **paragraph 2C(6)**, (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a signed, written offer to acquire, lease exchange or obtain an option on the Property. Seller, however, shall have no obligation to Broker under **paragraph 4D(2)** unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.
- OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.

E. ADDITIONAL COMPENSATION TERMS:

- (1) If completion of the sale is prevented by a party to the transaction other than Seller, then compensation which otherwise would have been earned under **paragraph 4** shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
- (2) Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to **paragraph 4**, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.

F. COMPENSATION OBLIGATIONS TO OTHER BROKERS:

- (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified in **paragraph 2C(7)**.
- (2) Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the individuals or entities specified in **paragraph 2C(7)**.
- (3) If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in such transaction.

5. SELLER CONCESSIONS: Seller concessions are monetary payments that a seller agrees to contribute towards a buyer's expenses and other costs a buyer is responsible for in the transaction. Concessions may include, but are not limited to, costs of escrow or title, lender fees, repairs, inspections and broker compensation. Concessions identified in a MLS listing, must not specify the concessions are to be used for broker compensation. Concessions must be allowed to be used for any permissible expense or cost.

6. A. ITEMS EXCLUDED AND INCLUDED: Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price. Seller intends that the items specified in **paragraph 2E** be included or excluded in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

B. LEASED OR NOT OWNED ITEMS; LIENED ITEMS: The items specified in **paragraph 2E(3)** are leased or not owned by Seller and the items specified in **paragraph 2E(4)** have been financed and a lien has been placed on the Property to secure payment. Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or lienied item. Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or lienied item.

C. SMART HOME FEATURES: The smart home features are intended to be included or excluded as specified in **paragraph 2E(5)**.

7. MULTIPLE LISTING SERVICE:

A. WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in **paragraph 9**, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale, **excepting offers of compensation**. It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.

B. WHAT INFORMATION IS PROVIDED TO THE MLS: All terms of the transaction, including sales price and, if applicable, **financing and concessions**, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

C. WHAT IS BROKER'S MLS? Broker is a participant/subscriber to the Multiple Listing Service (MLS) specified in **paragraph 2F** and possibly others. Broker shall inform Seller if the MLS specified in **paragraph 2F(1)** is not the primary MLS for the geographic area of the Property. When required by **paragraph 9** or by the MLS, Property will be listed with the MLS(s) specified above.



Property Address: _____

8. BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS;

- A. EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.
- B. IMPACT OF OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: **(i)** Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; **(ii)** real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; **(iii)** Information about Seller's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; **(iv)** real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.
- C. REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.
- D. NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

Seller's Initials _____ / _____

Broker's/Agent's Initials _____ / _____

9. PUBLIC MARKETING OF PROPERTY:

- A. CLEAR COOPERATION POLICY:** Unless specified in paragraph 2F(4), MLS rules require that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.
- B. PUBLIC MARKETING WITHIN CLEAR COOPERATION:** **(i) Public marketing** includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. **(ii)** Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.
- C. "COMING SOON" STATUS IMPACT ON MARKETING; Days on Market (DOM):** Seller is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Unless specified in paragraph 2F(2), Seller does authorize Broker to utilize Coming Soon status, if any. Seller is further advised to discuss with Broker how any DOM calculations or similarly utilized tracking field works in the MLS in which the Property will be listed.
- D. Seller Instructs Broker:**
 - (1) Seller instructs Broker to market the Property to the public, and to start marketing as specified in paragraph 2F(3).
 - OR** (2) If checked in paragraph 2F(3), Seller instructs Broker NOT to market the Property to the public. (MLS may require C.A.R. Form SELM or local equivalent form.) Seller understands that no public marketing will occur and the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.
- E. Whether paragraph 9D(1) or 9D(2) applies, as specified in paragraph 2F(3),** Seller understands and agrees that should any public marketing of the Property occur, the Property listing will be submitted to the MLS within 1 business day.
- F. CLEAR COOPERATION POLICY DOES NOT APPLY:** If checked in paragraph 2F(4), the MLS's utilized by Broker do not have a Clear Cooperation Policy. Paragraphs 9A-E do not apply to this listing. Broker shall disclose to Seller and obtain Seller's consent for any instruction to not market the Property on the MLS or to the public.

10. MLS DATA ON THE INTERNET: MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:

- A. PROPERTY OR PROPERTY ADDRESS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the Internet (C.A.R. Form SELI). Seller understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.
- B. FEATURE OPT-OUTS:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below (C.A.R. Form SELI). Seller understands **(i)** that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; **(ii)** that other Internet sites may or may not have the features set forth herein; and **(iii)** that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
 - (1) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
 - (2) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.
- C. SELLER ELECTION TO OPT-OUT:** If checked in paragraph 2F(5), Seller elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.

11. SELLER REPRESENTATIONS: Seller represents that, unless otherwise specified in writing, Seller is unaware of: **(i)** any Notice of Default recorded against the Property; **(ii)** any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; **(iii)** any bankruptcy, insolvency or similar proceeding affecting the Property; **(iv)** any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and **(v)** any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.

12. BROKER'S AND SELLER'S DUTIES:

- A. Broker Responsibility, Authority and Limitations:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized, but not required, to **(i)** order reports and disclosures including those specified in paragraph 12E as necessary, **(ii)** advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and **(iii)** disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.



Property Address: _____

B. Presentation of Offers:

(1) There are different strategies for obtaining the best offer for Seller. Seller is advised that certain buyers may prefer not to be in a competitive situation and either may not make an offer if there is an instruction that all offers will be presented at a later specified time or may try to make a "preemptive" offer that will expire in the hopes Seller will accept before the presentation date. **Additionally, certain buyers may not be able or allowed to pay compensation to a buyer's broker. These buyers may request for seller to pay buyer's broker through a term or concession request in the purchase agreement or through a separate compensation agreement, if Seller has not authorized Broker in this Agreement to pay the full amount buyer owes buyer's broker, or any amount.** Seller is advised to discuss and consider the best strategy for Seller related to the presentation of offers.

(2) (A) **Seller instructs Broker to Present Offers:** Broker agrees to present all offers received for Seller's Property, and present them to Seller as soon as possible, unless Seller gives Broker written instructions to the contrary.

OR (B) **Seller instructs Broker not to Present Offers until a Later Time:** If checked in **paragraph 2G(1)**, Seller has elected to have Broker hold all offers and present them to Seller as specified in **paragraph 2G(1)**. Broker will inform Seller that an offer has come in, but will not submit offer to Seller, unless specifically instructed otherwise, in writing. Local MLS rules may impact this practice and whether it will provide any benefit to Seller. **Broker and Seller may amend this instruction by agreeing in writing.**

C. Buyer Supplemental Offer Letters (Buyer Letters):

(1) Seller is advised of the practice of many buyers and their agents of including a Buyer Letter with an offer to try to influence a seller to accept the buyer's offer. Buyer Letters may include photos and video. Whether overt or unintentional, Buyer Letters may contain information about a buyer's or seller's protected class or characteristics. Deciding whether to accept an offer based upon protected classes or characteristics is unlawful. Broker will not review the content of Buyer Letters.

(2) (A) **Seller instructs Broker not to present Buyer Letters:** Whether submitted with an offer or separately at a different time. Seller authorizes Broker to specify in the MLS that Buyer Letters will not be presented to Seller.

OR (B) **If checked in paragraph 2G(2), Seller instructs Broker to present Buyer Letters:** Broker advises seller that: (i) Buyer Letters may contain information about protected classes or characteristics and such information should not be used in Seller's decision of whether to accept, reject, or counter a Buyer's offer; and (ii) if Seller relies on Buyer Letters, Seller is acting against Broker's advice and should seek the advice of counsel before doing so.

D. Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to **paragraph 4F(3)**, referring to Broker all inquiries of any party interested in the Property. Seller is responsible for determining at what price to list and sell the Property.

E. **Investigations and Reports:** Seller agrees, within the time specified in **paragraph 2G(3)**, to order and, when required by the service provider, pay for all reports specified in **paragraph 2G(3)**. If Property is located in a Common Interest Development or Homeowners Association, Seller is advised that there may be benefits to obtaining any required documents prior to entering into escrow with any buyer. Such benefits may include, but not be limited to, potentially being able to lower costs in obtaining the documents and avoiding any potential delays or complications due to late or slow delivery of such documents.

F. **Undisclosed conditions; incomplete or incorrect information:** Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, and costs arising from any incorrect or incomplete information supplied by Seller, or from any material facts that Seller knows but fails to disclose including dangerous or hidden conditions on the Property.

13. DEPOSIT: Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.

14. AGENCY RELATIONSHIP:

A. **DISCLOSURE:** Seller acknowledges receipt of a "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD).

B. **SELLER REPRESENTATION:** Broker shall represent Seller in any resulting transaction, except as specified in **paragraph 4F**.

C. POSSIBLE DUAL AGENCY WITH BUYER:

(1) Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate-licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands and agrees that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

(2) **Showing Properties:** Seller acknowledges that real estate brokers must have a representation agreement with a buyer before showing properties to that buyer. Seller consents to Broker entering into a Buyer Representation and Broker Compensation Agreement with a buyer, and that by doing so the brokerage company will become a dual agent representing both buyer and seller.

D. **UNREPRESENTED BUYERS:** If a buyer interested in viewing Seller's property is not already represented by a real estate broker, and such buyer refuses to be represented by Broker, Seller authorizes Broker to obtain a signed document from such buyer refusing representation by Broker. Broker shall provide such buyers, at the earliest practicable time, a disclosure of non-representation, such as Buyer Non-Agency (CAR Form BNA) or Open House (Property Tour) Visitor Non Agency Disclosure (C.A.R. Form OHNA).

E. **CONFIRMATION:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement.

F. **POTENTIALLY COMPETING SELLERS AND BUYERS:** Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the end of this Agreement. Seller acknowledges receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

G. **TERMINATION OF AGENCY RELATIONSHIP:** Seller acknowledges and agrees that the representation duties of, and agency relationship with, Broker terminate at the expiration of this Agreement or, if it occurs first, the completion of any transaction specified in this Agreement.



Property Address: _____

- 15. SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of, the interior of the Property. Seller agrees: **(i)** to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; **and (ii)** to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Seller. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Seller (such as “nanny cams” and hidden security cameras). Seller is advised to post notice disclosing the existence of security devices.
- 16. PHOTOGRAPHS AND INTERNET ADVERTISING:**
- A.** In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. **Unless checked in paragraph 2H(1)**, Seller agrees that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property (“Images”) for static and/or virtual tours of the Property by buyers and others for use on Broker’s website, the MLS, and other marketing materials and sites. Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker’s control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties’ agreement impacting the Images. Seller also acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images for advertising, including post sale and for Broker/Agent’s business in the future.
- B.** Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. If checked **in paragraph 2H(2)** Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.
- 17. KEYSAFE/LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Seller further agrees that Broker, at Broker’s discretion, and without further approval from Seller, shall have the right to grant access to and convey Seller’s consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox.
- A.** **Unless checked in paragraph 2K**, Seller authorizes Broker to install a keysafe/lockbox.
- B. TENANT-OCCUPIED PROPERTY:** If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)’ written permission for use of a keysafe/lockbox (C.A.R. Form KLA).
- 18. SIGN:** **Unless checked in paragraph 2K**, Seller authorizes Broker to install a FOR SALE/SOLD sign on the Property.
- 19. EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 20. ATTORNEY FEES:** In any action, proceeding or arbitration between Seller and Broker arising out of this Agreement, Seller and Broker are each responsible for paying their own attorney’s fees and costs except as provided in **paragraph 23A**.
- 21. MANAGEMENT APPROVAL:** If an associate-licensee in Broker’s office (salesperson or broker-associate) enters into this Agreement on Broker’s behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within **5 Days** After its execution.
- 22. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Seller and Seller’s successors and assigns.
- 23. DISPUTE RESOLUTION:**
- A. MEDIATION:** (1) Seller and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party (the non-mediating party) **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then if the non-mediating party is the losing party in any such action, the prevailing party in such action shall be entitled to recover attorney fees from the non-mediating party, notwithstanding the terms in **paragraph 20**. (4) **Exclusions from this mediation agreement are specified in paragraph 23B.**
- B. ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: **(i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic’s lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.**
- C. ARBITRATION ADVISORY:** If Seller and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
- 24. ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.
- 25. OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants that: **(i)** Seller is the owner of the Property; **(ii)** no other persons or entities have title to the Property; and **(iii)** Seller has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are **specified in paragraph 21**.

26. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall deliver to Broker, within **3 Days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

By signing below, Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Residential Listing Agreement.

ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, other entity or holds a power of attorney.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 26** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: _____.
- (4) **A.** If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
B. If Property is sold under the jurisdiction of a probate court, identify Seller as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____.

SELLER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) _____ DRE Lic# _____

Address _____ City _____ State _____ Zip _____

By _____ Tel. _____ E-mail _____ DRE Lic# _____ Date _____

By _____ Tel. _____ E-mail _____ DRE Lic# _____ Date _____

More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.

Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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SELLER PAYMENT TO BUYER'S BROKER

(C.A.R. Form SPBB, Revised 6/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR Other _____, dated _____, ("Agreement")
on property known as _____ ("Property")
in which _____ is referred to as ("Buyer"),
and _____ is referred to as ("Seller").
and _____ is referred to as ("Buyer's Broker")
and _____ is referred to as ("Seller's Broker.")

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).

1. SELLER PAYMENT TO BUYER'S BROKER:

- A. AMOUNT:** Subject to **paragraph 1B** below, Seller agrees to pay Buyer's Broker _____% of the purchase price OR, if checked \$ _____ out of the transaction proceeds.
- B. MAXIMUM SELLER PAYMENT OBLIGATION:** Seller shall only be obligated to pay Buyer's Broker the lesser of: (i) the amount specified in **paragraph 1A**, or (ii) the amount Buyer is obligated to pay Broker pursuant to their Buyer Representation Agreement, less any amount that Seller's Broker has agreed to pay Buyer's Broker. **If there is no Buyer Representation Agreement, then Seller has no obligation to pay Buyer's Broker.**

2. BUYER REPRESENTATION REGARDING COMPENSATION: Buyer represents that, as of the date signed by Buyer below, Buyer has a signed representation with Buyer's Broker and the amount specified in **paragraph 1** is no more than the amount Buyer is obligated to pay Buyer's Broker pursuant to that Buyer Representation Agreement, less any amount that Seller's Broker has agreed to pay Buyer's Broker.

3. DELIVERY OF BUYER REPRESENTATION AGREEMENT: Buyer authorizes Buyer's Broker and, if applicable, escrow holder, upon request, to deliver to Seller or Seller's Broker a copy of the portion of the Buyer Representation Agreement identifying the compensation Buyer has agreed to pay Buyer's Broker, such as the last page of C.A.R. Form BRBC.

4. Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this agreement and may pursue Seller for failure to pay the amount specified in this document.

If the same individual agent represents both Buyer and Seller and that agent has agreed in a listing agreement to a reduced compensation for representing both, the total compensation due Broker shall not exceed the amount specified in the listing agreement and Buyer shall owe no compensation under the Buyer Representation Agreement.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept, and have received a Copy of this Seller Payment for Buyer's Broker.

Buyer _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

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VACANT LAND LISTING AGREEMENT
(C.A.R. Form VLL, Revised 6/24)

Date Prepared: _____

1. EXCLUSIVE AUTHORIZATION: _____ (“Owner”) hereby employs and grants _____ (“Broker”) the exclusive and irrevocable right to: SELL, LEASE, EXCHANGE, OPTION, or OTHER _____ the real property described as _____,

situated _____ (City), _____ (County), California, _____ (Zip Code),

Assessor’s Parcel No. _____ (“Property”) for the Listing Period* in **paragraph 2A(1)**.

* The maximum listing period allowed by law for residential property improved with one to four units is 24 months from the date this Agreement is made. This restriction does not apply if Seller/Owner is a corporation, LLC or partnership. It is unlawful to record or file this listing Agreement, or a memorandum or notice thereof, with the county recorder.

2. TERMS OF LISTING AGREEMENT: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 7 pages. Owner is advised to read all 7 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A(1)	Listing Period*	Beginning on _____ (date) Ending at 11:59 P.M. on _____ (date)
A(2)	Listing Price	_____ Dollars (\$_____)
B	Property Specific Listings	<input type="checkbox"/> Manufactured (mobile) home (C.A.R. Form MHLA attached) <input type="checkbox"/> Probate, conservatorship or guardianship (C.A.R. Form PLA attached)
C	Compensation: NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker). See attached Broker Compensation Advisory (C.A.R. Form BCA).	
C(1)	4A Compensation to Owner’s Broker (only Owner’s side of transaction)	_____% of the listing price (or if a purchase agreement is entered into, of the purchase price) AND _____ OR <input type="checkbox"/> \$ _____,
C(2)	<input type="checkbox"/> Optional additional compensation, if any, offered to Buyer’s brokers (and paid through Owner’s Broker)	_____% of the purchase price OR <input type="checkbox"/> \$ _____,
C(3)	<input type="checkbox"/> Additional Compensation if buyer is unrepresented	_____% of the purchase price AND _____ OR <input type="checkbox"/> \$ _____,
C(4)	4C(2) If same individual agent represents both owner and buyer	The total combined compensation shall be C(1) + C(2) OR <input type="checkbox"/> \$ _____.
C(5)	4C(1) Total Compensation to Broker(s) Unless otherwise agreed in writing, Owner shall pay Broker:	(a) The amount specified in C(1) + C(2), OR (b) The amount specified in C(4) if the individual agent represents both Owner and Buyer; OR (c) The amount specified in C(1) + C(3), if Buyer is unrepresented.
C(6)	4D(2) Continuation of Right to Compensation for Broker Identified Prospective Buyers	_____ calendar days after the Listing Period or any extension
C(7)	4F Owner Obligation to Pay Previous Brokers	Previous Listing/Other Broker(s): _____ Compensation to above Broker(s) owed if Property transferred to: _____
D	5 Owner Concessions	Owner authorizes Broker to put in the MLS that Owner is willing to consider offers asking for concessions, AND <input type="checkbox"/> an amount up to ____% of the purchase price OR <input type="checkbox"/> \$ _____
E	Items Intended to be Included and Excluded	
E(1)	6A Items Included	<input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;
E(2)	6A Excluded Items:	<input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;
E(3)	6B Leased Items:	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> _____;
E(4)	6B Liened Items:	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> _____;
F	MLS and Public Marketing	
F(1)	7-10 Property will be marketed in the following MLS	Primary _____ Other(s): _____



Property Address: _____

Date: _____

F(2)	10C	Coming Soon Status	Owner does (<input type="checkbox"/> does not) authorize Broker to market the property per the Coming Soon status in Broker's MLS, if any
F(3)	10D	Public Marketing	To begin on the Beginning Date of this Agreement or <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> Owner instructs Broker not to market the property to the public (C.A.R. Form SELM)
F(4)	10	Placing property listing in MLS (Clear Cooperation)	Property listing will be placed in the MLS within one business day of public marketing (Clear Cooperation), <input type="checkbox"/> Clear Cooperation does not apply to the listing.
F(5)	9C	Listing features kept off the internet	Owner does (<input type="checkbox"/> does not) authorize the MLS to make all listing information available to internet sites. If checked, see C.A.R. Form SELI for exclusions.
G Broker's and Owner's Duties			
G(1)	12B(2)	Timing of Presentation of Offers	Owner instructs Broker to present all offers received as soon as practicable OR <input type="checkbox"/> Offers shall be presented on _____ (date) or <input type="checkbox"/> _____ Days after the property is listed as active on the MLS
G(2)	12D	Investigation Reports	<input checked="" type="checkbox"/> Natural Hazard Disclosure <input type="checkbox"/> Structural Pest Control, <input type="checkbox"/> General Property Inspection, <input type="checkbox"/> Homeowners Association Documents, <input type="checkbox"/> Preliminary (Title) Report, <input type="checkbox"/> Roof Inspection, <input type="checkbox"/> Pool Inspection, <input type="checkbox"/> Septic/Sewer Inspection, <input type="checkbox"/> Other: _____
H(1)	16A	<input type="checkbox"/> Owner instructs Broker not to take or use photographs in marketing, except as required by MLS rules.	
H(2)	16B	MLS Instruction Re. Photographs	Visitors are not restricted from taking pictures of the property, OR <input type="checkbox"/> Owner instructs Broker to include MLS terms that only persons preparing appraisals or inspection reports may take pictures of the property.
I	25	Exceptions to Ownership/Title	_____
J		<input type="checkbox"/> Owner intends to include a contingency to purchase a replacement property as part of any transaction (see C.A.R. Form SPRP)	
K	17	Owner Opt Outs	<input type="checkbox"/> Key safe/Lockbox <input type="checkbox"/> Signs
L		Additional Terms	_____

3. ADVISORIES AND ADDENDA:

A. Advisories

- Broker Compensation Advisory (C.A.R. Form BCA)
- REO Advisory Listing (C.A.R. Form REOL)
- Short Sale Information and Advisory (C.A.R. Form SSIA)
- Trust Advisory (C.A.R. Form TA)
- Other: _____

B. Addenda. The addenda identified below are incorporated into this Agreement.

- Other: _____
- Other: _____

4. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Owner and Broker (real estate commissions include all compensation and fees to Broker).

A. OWNER'S BROKER COMPENSATION: Owner agrees to pay to Broker as compensation for services for representing Owner, the amount specified in **paragraph 2C(5)**.

B. OFFER TO COMPENSATE BUYER'S BROKER:

- (1) **ADVISORY:** Compensation is negotiable and Owner is not required to pay buyer's broker compensation, either through Broker or directly. Owner has been advised of the advantages and disadvantages of offering to compensate buyer's broker. See attached Broker Compensation Advisory (C.A.R. Form BCA).
- (2) **AUTHORIZATION TO OFFER COMPENSATION TO BUYER'S BROKERS:** Owner has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, buyers' brokers. If **paragraph 2C(2)** is checked, Broker is authorized to offer to compensate buyers' brokers the amount specified in **paragraph 2C(2)**. Seller is not required to authorize compensation to a buyer's broker to list Property on the MLS. If any offer of compensation is authorized, it will not be specified in the MLS. If, in a resulting transaction, Broker represents both the buyer and Owner, the amount specified in **paragraph 2C(2)** shall be paid to Broker and credited against any obligation the buyer owes Broker. Compensation will be paid out of the transaction proceeds.

C. TOTAL COMPENSATION:

- (1) **Compensation Amounts Specified in Paragraph 2C:** The amounts specified in each section in **paragraphs 2C(1)-(3)** are components of the total compensation. The total amount of compensation owed to Broker is the amount specified in **paragraph 2C(5)**. **Paragraph 2C(1)** is the amount designated for owner's side of the transaction. **Paragraph 2C(2)** is the amount designated for the buyer's side of the transaction if buyer is represented by Broker or another broker. **Paragraph 2C(3)** is for any additional compensation due Broker if buyer is unrepresented or other specified reason.
- (2) **Agent under Broker Representing Both Parties:** If the individual agent represents both Owner and the buyer in any resulting transaction under this Agreement, the total compensation Owner agrees to pay Broker shall be the amount specified in **paragraph 2C(4)**.



D. COMPENSATION TERMS: Compensation is earned, and Owner shall pay Broker as follows:

(1) If during the Listing Period, or any extension, Broker, cooperating broker, Owner or any other person procures a ready, willing, and able Buyer(s) or, if applicable, Tenant(s) whose offer on the Property on any price and terms is accepted by Owner, provided (i) the Buyer completes the transaction, if applicable, the Tenant enters into a lease and takes possession, or the Buyer otherwise completes the agreement specified above; or (ii) is prevented from doing so by Owner. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)

OR (2) If within the time specified in paragraph 2C(6), (a) after the end of the Listing Period or any extension; or (b) after any cancellation of this Agreement, unless otherwise agreed, Owner enters into a contract to sell, lease, exchange, option, convey or otherwise transfer the Property to anyone ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown the Property during the Listing Period, or any extension by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a signed, written offer to acquire, lease, exchange or obtain an option on the Property. Owner, however, shall have no obligation to Broker under paragraph 4D(2) unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Owner a written notice of the names of such Prospective Buyers.

OR (3) If, without Broker's prior written consent, the Property is withdrawn from sale, lease, exchange, option or other, as specified in paragraph 1 is sold, conveyed, leased, rented, exchanged, optioned or otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension thereof.

E. ADDITIONAL COMPENSATION TERMS:

(1) If completion of the transaction is prevented by a party to the transaction other than Owner, then compensation due under paragraph 4 shall be payable only if and when Owner collects damages by suit, arbitration, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

(2) Owner hereby irrevocably assigns to Broker the above compensation from Owner's funds and proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to paragraph 4, to any escrow regarding the Property involving Owner and a buyer, Prospective buyer or other buyer.

F. COMPENSATION OBLIGATIONS TO OTHER BROKERS:

(1) Owner represents that Owner has not previously entered into a listing agreement with another broker regarding the Property, unless specified in paragraph 2C(7).

(2) Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred to any of the individuals or entities specified in paragraph 2C(7).

(3) If the Property is sold to anyone listed above during the time Owner is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Owner in such transaction.

5. **OWNER CONCESSIONS:** Owner concessions are monetary payments that a Owner agrees to contribute towards a buyer's expenses and other costs a buyer is responsible for in the transaction. Concessions may include, but are not limited to, costs of escrow or title, lender fees, repairs, inspections and broker compensation. Concessions identified in a MLS listing, must not specify the concessions are to be used for broker compensation. Instead, a buyer may use the concession amount for any allowable expense or cost.

6. **A. ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in an agreement between Owner and buyer, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price. Owner intends that the items specified in paragraph 2E be included or excluded in offering the Property for sale, but understands that; (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

B. LEASED OR NOT OWNED ITEMS; LIENED ITEMS: The items specified in paragraph 2E(3) are leased or not owned by Owner and the items specified in paragraph 2E(4) have been financed and a lien has been placed on the Property to secure payment. Owner will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Owner to pay for any such leased or lienied item.

7. MULTIPLE LISTING SERVICE:

A. WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. As set forth in paragraph 8, participants and subscribers conducting public marketing of a property listing must submit the property information to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Owner's property is offered for sale **excepting offers of compensation**. It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit listing information to Internet sites that post property listings online.

B. WHAT INFORMATION IS PROVIDED TO THE MLS: All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and (ii) may be provided to the MLS even if the Property was not listed with the MLS. Owner consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

C. WHAT IS BROKER'S MLS? Broker is a participant/subscriber to the Multiple Listing Service (MLS) specified in paragraph 2F and possibly others. Broker shall inform Owner if the MLS specified in paragraph 2F(1) is not the primary MLS for the geographic area of the Property. When required by paragraph 8 or by the MLS, Property will be listed with the MLS(s) specified above.

8. BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS

- A. EXPOSURE TO BUYERS THROUGH MLS:** Listing property with an MLS exposes an owner's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.
- B. IMPACT OF OPTING OUT OF MLS:** If Owner elects to exclude the Property from the MLS, Owner understands and acknowledges that: **(i)** Owner is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; **(ii)** real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Owner's Property is offered for sale; **(iii)** Information about Owner's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; **(iv)** real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Owner is marketing the Property.
- C. REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.
- D. NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale

Seller's Initials _____ / _____

Broker's/Agent's Initials _____ / _____

9. MLS DATA ON THE INTERNET: MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:

- A. PROPERTY OR PROPERTY ADDRESS:** Owner can instruct Broker to have the MLS not display the Property or the Property address on the Internet (C.A.R. Form SELI). Owner understands that either of these opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.
- B. FEATURE OPT-OUTS:** Owner can instruct Broker to advise the MLS that Owner does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below (C.A.R. Form SELI). Owner understands **(i)** that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; **(ii)** that other Internet sites may or may not have the features set forth herein; and **(iii)** that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
 - (1) COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.
 - (2) AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.
- C. OWNER ELECTION TO OPT-OUT:** If checked in **paragraph 2F(5)**, Owner elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.

10. MLS RULES PERTAINING TO VACANT LAND; PUBLIC MARKETING OF PROPERTY

- A. CLEAR COOPERATION POLICY:** Unless specified in **paragraph 2F(4)**, MLS rules require that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.
- B. PUBLIC MARKETING WITHIN CLEAR COOPERATION:** **(i)** Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. **(ii)** Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.
- C. "COMING SOON" STATUS IMPACT ON MARKETING; Days on Market (DOM):** Owner is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Unless specified in **paragraph 2F(2)**, Owner authorizes Broker to utilize Coming Soon status, if any. Owner is further advised to discuss with Broker how any DOM calculations or similarly utilized tracking field works in the MLS in which the Property will be listed.
- D. Owner Instructs Broker:**
 - (1)** Owner instructs Broker to market the Property to the public, and to start marketing as specified in **paragraph 2F(3)**.
 - OR (2)** If checked in **paragraph 2F(3)**, Owner instructs Broker NOT to market the Property to the public. (MLS may require C.A.R. Form SELM or local equivalent form) Owner understands that no public marketing will occur and the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients.
- E. Whether 9D(1) or 9D(2) applies as specified in paragraph 2F(3),** Owner understands and agrees that should any public marketing of the property occur, the Property listing will be submitted to the MLS within 1 business day.
- F. CLEAR COOPERATION POLICY DOES NOT APPLY:** If checked in **paragraph 2F(4)**, the MLS's utilized by Broker do not have a Clear Cooperation Policy. Paragraphs **10A-E** do not apply to this listing. Broker shall disclose to Owner and obtain Owner's consent for any instruction to not market the Property on the MLS or to the public.

11. OWNER REPRESENTATIONS: Owner represents that, unless otherwise specified in writing, Owner is unaware of: **(i)** any Notice of Default recorded against the Property; **(ii)** any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; **(iii)** any bankruptcy, insolvency or similar proceeding affecting the Property; **(iv)** any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that affects or may affect the Property or Owner's ability to transfer it; and **(v)** any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.



12. BROKER'S AND OWNER'S DUTIES:

A. Broker Responsibility, Authority and Limitations: Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized, but not required, to (i) order reports and disclosures including those specified in **paragraph 12D** as necessary, (ii) advertise and market the Property by any method and in any medium selected by Broker, including MLS and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.

B. Identification of Owner: Owner shall present to Broker a government issued, signed, photo identification or other identification acceptable to Broker, within **5 Days** of the beginning date of this Listing Agreement. If Owner does not produce such identification, Broker has the right to unilaterally cancel this Listing Agreement.

C. Presentation of Offers:

(1) There are different strategies for obtaining the best offer for Owner. Owner is advised that certain buyers may prefer not to be in a competitive situation and either may not make an offer if there is an instruction that all offers will be presented at a later specified time or may try to make a "preemptive" offer that will expire in the hopes Owner will accept before the presentation date. Owner is advised to discuss and consider the best strategy for Owner.

(2) (A) Owner instructs Broker to Present Offers: Broker agrees to present all offers received for Owner's Property, and present them to Owner as soon as possible, unless Owner gives Broker written instructions to the contrary.

OR (B) **Owner instructs Broker not to Present Offers until a Later Time:** If checked in **paragraph 2G(1)**, Owner has elected to have Broker hold all offers and present them to Owner as specified in **paragraph 2G(1)**. Broker will inform Owner that an offer has come in, but will not submit offer to Owner, unless specifically instructed otherwise, in writing. Local MLS rules may impact this practice and whether it will provide any benefit to Owner.

C. Owner agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and, subject to **paragraph 4F(3)**, referring to Broker all inquiries of any party interested in the Property. Owner is responsible for determining at what price to list and sell the Property.

D. Investigations and Reports: Owner agrees, within the time specified in **paragraph 2G(3)**, to order and, when required by the service provider, pay for the following reports specified in **paragraph 2G(3)**. If Property is located in a Common Interest Development or Homeowners Association, Owner is advised that there may be benefits to obtaining any required documents prior to entering into escrow with any buyer. Such benefits may include, but not be limited to, potentially being able to lower costs in obtaining the documents and avoiding any potential delays or complications due to late or slow delivery of such documents.

E. Owner further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect or incomplete information supplied by Owner, or from any material facts that Owner knows but fails to disclose including dangerous or hidden conditions on the Property.

F. Undisclosed conditions; incomplete or incorrect information: Owner further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect or incomplete information supplied by Owner, or from any material facts that Owner knows but fails to disclose including dangerous or hidden conditions on the Property.

13. DEPOSIT: Broker is authorized to accept and hold on Owner's behalf any deposits to be applied toward the contract price.

14. AGENCY RELATIONSHIP:

A. DISCLOSURE: Owner acknowledges receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. from AD).

B. OWNER REPRESENTATION: Broker shall represent Owner in any resulting transaction, except as specified in **paragraph 4F**.

C. POSSIBLE DUAL AGENCY WITH BUYER:

(1) Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Owner any election to act as a dual agent representing both Owner and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker's firm, Owner hereby consents to Broker acting as a dual agent for Owner and such Buyer. In the event of an exchange, Owner hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Owner understands and agrees that: (i) Broker, without the written consent of Owner, will not disclose to Buyer that Owner is willing to transfer the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Owner that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

(2) **Showing Properties:** Owner acknowledges that real estate brokers must have a representation agreement with a buyer before showing properties to that buyer. Owner consents to Broker entering into a Buyer Representation and Broker Compensation Agreement with a buyer, and that by doing so the brokerage company will become a dual agent representing both buyer and Owner.

D. UNREPRESENTED BUYERS: If a buyer interested in viewing Owner's property is not already represented by a real estate broker, and such buyer refuses to be represented by Broker, Owner authorizes Broker to obtain a signed document from such buyer refusing representation by Broker. Broker shall provide such buyers, at the earliest practicable time, a disclosure of non-representation, such as Buyer Non-Agency (CAR Form BNA) or Open House (Property Tour) Visitor Non Agency Disclosure (C.A.R. Form OHNA).

E. CONFIRMATION: Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Owner's execution of an agreement to sell.

F. POTENTIALLY COMPETING OWNERS AND BUYERS: Owner understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of owners and buyers of other properties before, during and after the end of this Agreement. Owner acknowledges receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS), AND

G. TERMINATION OF AGENCY RELATIONSHIP: Owner acknowledges and agrees that unless Owner and Broker enter into a separate property management agreement, Broker will not represent Owner in any manner regarding the management of the Premises. Owner further agrees that the representation duties of, and agency relationship with, Broker terminate at the expiration of the Agreement or the completion of the transaction or agreement specified or lease.

- 15. SECURITY, INSURANCE, SHOWINGS, AUDIO AND VIDEO:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to, and take videos and photographs of the interior of the Property. Owner agrees: **(i)** to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and **(ii)** to obtain insurance to protect against these risks. Broker does not maintain insurance to protect Owner. Persons visiting the Property may not be aware that they could be recorded by audio or visual devices installed by Owner (such as "nanny cams" and hidden security cameras). Owner is advised to post notice disclosing the existence of security devices.
- 16. PHOTOGRAPHS AND INTERNET ADVERTISING:**
- A.** In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Unless checked in **paragraph 2H(1)**, Seller agrees that Broker or others may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others for use on Broker's website, the MLS, and other marketing materials and sites. Seller acknowledges that if Broker engages third parties to capture and/or reproduce and display Images, the agreement between Broker and those third parties may provide such third parties with certain rights to those Images. The rights to the Images may impact Broker's control or lack of control of future use of the Images. If Seller is concerned, Seller should request that Broker provide any third parties' agreement impacting the Images. Seller also acknowledges that once Images are placed on the Internet neither Broker nor Seller has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further assigns any rights in all Images to the Broker/Agent and agrees that such Images are the property of Broker/Agent and that Broker/Agent may use such Images for advertising, including post sale and for Broker/Agent's business in the future.
- B.** Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. If checked in **paragraph 2H(2)** Seller instructs Broker to publish in the MLS that taking of Images is limited to those persons preparing Appraisal or Inspection reports. Seller acknowledges that unauthorized persons may take images who do not have access to or have not read any limiting instruction in the MLS or who take images regardless of any limiting instruction in the MLS. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Seller has control over who views such Images nor what use viewers may make of the Images.
- 17. KEYSAFE/LOCKBOX:** A key safe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Owner further agrees that Broker, at Broker's discretion, and without further approval from Owner, shall have the right to grant access to and convey Owner's consent to access the Property to inspectors, appraisers, workers, repair persons, and other persons requiring entry to the Property in order to facilitate the sale of the Property. Broker, cooperating brokers, MLS and Association/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a key safe/lockbox.
- A.** Unless checked in **paragraph 2K**, Owner does authorize Broker to install a key safe/lockbox.
- B. TENANT OCCUPIED PROPERTY:** If Owner does not occupy the Property, Owner shall be responsible for obtaining occupant(s)' written permission for use of a key safe/lockbox (C.A.R. Form KLA).
- 18. SIGN:** Unless specified in **paragraph 2K**, Owner authorizes Broker to install a FOR SALE/SOLD/LEASE sign on the Property.
- 19. EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 20. ATTORNEY FEES:** In any action, proceeding or arbitration between Owner and Broker arising out of this Agreement, Owner and Broker are each responsible for paying their own attorney's fees and costs, except as otherwise specified in **paragraph 23A**.
- 21. MANAGEMENT APPROVAL:** If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this Listing Agreement on Broker's behalf, and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Listing Agreement, in writing, within **5 Days** after its execution.
- 22. SUCCESSORS AND ASSIGNS:** This Listing Agreement shall be binding upon Owner and Owner's successors and assigns.
- 23. DISPUTE RESOLUTION:**
- A. MEDIATION:** (1) Owner and Broker agree to mediate any dispute or claim arising between them under this Listing Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party (the non-mediating party) **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then if the non-mediating party is the losing party in any such action, the prevailing party in such action shall be entitled to recover attorney fees from the non-mediating party, notwithstanding the terms in **paragraph 20**. (4) Exclusions from this mediation agreement are specified in **paragraph 23B**.
- B. ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: **(i)** a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985; **(ii)** an unlawful detainer action; **(iii)** the filing or enforcement of a mechanic's lien; and **(iv)** any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.
- C. ARBITRATION ADVISORY:** If Owner and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing and Arbitration Agreement (C.A.R. Form ARB).
- 24. ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Listing Agreement are superseded by this Listing Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Listing Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Listing Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.
- 25. OWNERSHIP, TITLE AND AUTHORITY:** Owner warrants that: **(i)** Owner is the owner of the Property; **(ii)** no other persons or entities have title to the Property; and **(iii)** Owner has the authority to both execute this Agreement and sell the Property. Exceptions to ownership, title and authority are specified in **paragraph 21**.

Property Address: _____ Date: _____

26. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall deliver to Broker, within **3 Days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

By signing below, Owner acknowledges that Owner has read, understands, received a copy of and agrees to the terms of this Listing Agreement and any attached schedule of compensation.

ENTITY OWNER: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Owner is a trust, corporation, LLC, probate estate, partnership, other entity or holds a power of attorney.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 26** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: _____.
- (4) **A.** If a trust, identify **Owner** as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
B. If Property is sold under the jurisdiction of a probate court, identify **Owner** as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

OWNER SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of OWNER: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone# _____

(Signature) By, _____ Date: _____

Printed name of OWNER: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone# _____

Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) _____ DRE Lic# _____

Address _____ City _____ State _____ Zip _____

By _____ Tel. _____ E-mail _____ DRE Lic# _____ Date _____

By _____ Tel. _____ E-mail _____ DRE Lic# _____ Date _____

Two Brokers with different companies are co-listing the Property. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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