

RESIDENTIAL LISTING AGREEMENT (Exclusive Authorization and Right to Sell) (C.A.R. Form RLA, Revised 6/20)

Da	te Pr	epared:
1.	EXC	CLUSIVE RIGHT TO SELL: ("Seller"
		eby employs and grants("Broker"
	bed	inning (date) and ending at 11:59 P.M. on (date) ("Listing Period"
		exclusive and irrevocable right to self or exchange the real property described as
		, situated in
2.		(County), California, (Zip Code), Assessor's Parcel No ("Property") ("his Property is a manufactured (mobile) home. See addendum for additional terms. This Property is being sold as part of a probate, conservatorship or guardianship. See addendum for additional terms.  TING PRICE AND TERMS:
		The listing price shall be:
	B.	Listing Terms:
3.	No ind cor	MPENSATION TO BROKER: tice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broke ividually and may be negotiable between Seller and Broker (real estate commissions include al npensation and fees to Broker).  Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either percent of the listing price (or if a purchase agreement is entered into, of the purchase price), or, 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 offe
		closes during or after the expiration of the Listing Period, or any extension.)
	OR	(2) If within calendar days (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 3A(2) unless, not later than the end of the Listing Period
	OF	or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers (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.
		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 3A shall be payable only if and when Seller collects damages by suit, arbitration, settlemen 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.  In addition, Seller agrees to pay Broker:
	D.	Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.
		(1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s ("MLS") by offering to MLS brokers out of Broker's compensation specified in 3A, either percent of the purchase price, or \$
	E. F.	(2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy. 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 3A, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.  (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property
	•	unless specified as follows:  (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 following individuals or entities:
		(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.

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Pro	perty	/ Address:				Da	te:	
4.		ITEMS EXCLUDED AND that are attached to the P ADDITIONAL ITEMS EXADDITIONAL ITEMS IN Seller intends that the aboragreement supersedes an sale; and (ii) Broker is not agreement.	roperty are included, a XCLUDED: CLUDED: ove items be excluded or y intention expressed a responsible for and doe	nd personal propert or included in offering bove and will ultima as not guarantee that	y items are exclude g the Property for sa tely determine which the above exclusion	d, from the purch	ase price.  ds that: (i) the puted and included	urchase
	В.	(1) LEASED OR NOT O		-	-			
		<ul><li>☐ Solar power system</li><li>☐ Other</li></ul>	☐ Alarm sy	stem 🗆 P	ropane tank	☐ Water Sof	tener	
		(2) LIENED ITEMS: The		een financed and a	lien has been plac	ced on the Prope	erty to secure pa	yment:
		$\square$ Solar power system	□ Windows	or doors $\Box$ H	leating/Ventilation/A	ir conditioning sy	rstem	
		☐ Other Seller will provide to Buye pay for any such leased of		agreement, copies o	of lease documents,	, or other docume	ents obligating S	Seller to
5.	А. В. С.	LTIPLE LISTING SERVIC WHAT IS AN MLS? The M estate agents who are par public marketing of a prop describes the price, terms broker's offer of compense participants or subscribers belong. Real estate agents the information submitted t WHAT INFORMATION IS (i) will be provided to the terms approved by the ML to Broker providing a copy WHAT IS BROKER'S MI (MLS) and possibly other required by paragraph 7	MLS is a database of properticipants or subscribers perty listing must submit and conditions under vertion to other brokers). It is to the MLS. The MLS is belonging to other multiple the MLS. The MLS may be provided by the MLS in which the Propus, and (ii) may be provided by the MLS in gardened by the MLS is a particle. That MLS is (or if choor by the MLS, Properticipants or subscribers in the MLS, Properticipants in t	to the MLS. As set for the property inform which the Seller's protein is likely that a signiful may also be part of a clelisting services that y further transmit listing. All terms of the perty is listed for pullided to the MLS event to the MLS if requisipant/subscriber to ecked is not) the y will be listed with the MLS will be will	orth in paragraph 7, ation to the MLS. Property is offered for sicant number of real areciprocal agreement have reciprocal agreement in the property was uired by the MLS.  primary MLS for the MLS(s) specified	participants and operty informatio cale (including but estate practitione ent to which other reements with the ements ites that posing sales price and tion and use by participants in the ements with the eme	subscribers con- n submitted to the not limited to the ers in any given a multiple listing s MLS also have ac t property listings financing, if app persons and enti- e MLS. Seller co	ducting ne MLS e listing area are ervices coessto conline. licable, ities on onsents
6.		NEFITS OF USING THE						
	В.	exposure to buyer agents and brokers (and MLS. The MLS may furt IMPACT OF OPTING (acknowledges that: (i) S to the public will occur; (access to that MLS may will not be transmitted fr listings and; (iv) real est which Seller is marketing REDUCTION IN EXPOS impact the sales price.  NOT LISTING PROPER where the Property is loc for property in the neight	their potential buyer ther transmit the MLS OUT OF MLS: If Sell eller is authorizing limi (ii) real estate agents of not be aware that Som the MLS to various ate agents, brokers are the Property.  SURE: Any reduction  TY IN A LOCAL MLS: cated then real estate	c clients) who are p database to Interne er elects to exclude ted exposure of the and brokers from o eller's Property is a real estate Internal and members of the in exposure of the aff the Property is li- agents and brokers	varticipants or subset sites that post prode the Property from the real estate office of the real estate office that are useful in the real estate office that are useful in the real estate of the real es	scribers to the Morpher to the MLS, Separketing or adverses, and their build line in the manner of the terms of the number of the does not cover the number cover the number of the terms of the terms of the terms of the number of the does not cover the number of the terms of the terms of the terms of the number of the numbe	ILS or a recipronline.  eller understancertising of the Propertising of the Properties of the Properties and conditions offers and neger the geograph	ds and roperty on have roperty sunder latively ic area
	L	Seller's Initials (	)()	Brol	ker's/Agent's Initia	als ()	()	
7.	A. B.	BLIC MARKETING OF CLEAR COOPERATIO one to four units and vac (i) Public marketing inc facing websites, broke listing sharing network general public. (ii) Publisting between the brothese licensees and the Seller Instructs Broke (1) Seller instructs Instructs I	N POLICY: MLS rule cant lot listings be subcludes, but is not limit rage website display as, marketing to clostic marketing does not kers and licensees are clients.  Ber:  ker to market the Process of the control of	emitted to the MLS ed to, flyers displaces, digital communed or private listing include an office affiliated with the	within 1 business of yed in windows, you ications marketing clubs or group exclusive listing volumetring brokerage, and to begin sa	day of any public ard signs, digita g and email bla s, and applicat where there is di and one-to-one id marketing or	c marketing. Il marketing on asts, multi-brol ions available irect promotion be	public kerage to the of the etween (date).



	Property Address:
	local equivalent form) Seller understands that no public marketing will occur and the scope of marketing tha 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.
	D. Whether 7C(1) or 7C(2) is selected, 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.
	E. CLEAR COOPERATION POLICY DOES NOT APPLY: Paragraphs 7A-D (other than the checkbox in 7A) do no 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.
8.	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 mear 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 anothe site containing such an estimate of value if the link is in immediate conjunction with the Property display.  ☐ Seller elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalen form.
9.	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.
10	A. 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 7C 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.
	<ul> <li>B. 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.</li> <li>C. 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 3F, referring</li> </ul>
	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.

D. Investigations and Reports: Seller agrees, within 5 (or\_\_\_) Days of the beginning date of this Agreement, to pay for the following pre-sale reports: ☐ Structural Pest Control ☐ General Property Inspection ☐ Homeowners Association Documents ☐ Other 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.

Seller 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 Seller, or from any material facts

that Seller knows but fails to disclose including dangerous or hidden conditions on the Property.

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

**12. AGENCY RELATIONSHIPS:** 

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

SELLER REPRESENTATION: Broker shall represent Seller in any resulting transaction, except as specified in paragraph 3F.

POSSIBLE DUAL AGENCY WITH BUYER: 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



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1	Property Address:
I	Froperty Address:  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.  D. 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.  E. 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  we "Possible Representation of More than One Buyer or Seller Disclosure and Consent" (C.A.R. Form PRBS).
13.	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; (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.  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. Seller agrees (or indicated, does not agree) 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)  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.
16. 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. Seller does (or if checked \( \subseteq \) does not) authorize Broker to install a keysafe/lockbox. 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). SIGN: Seller does (or if checked \( \subseteq \) does not) authorize Broker to install a FOR SALE/SOLD sign on the Property. EQUAL HOUSING OPPORTUNITY: The Property is offered in compliance with federal, state and local anti-discrimination laws. ATTORNEY FEES: In any action, proceeding or arbitration between Seller and Broker to enforce the compensation provisions of this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Seller
10	or Broker, except as provided in paragraph 19A.  APPLICABLE TERMS: PEO Advisory Listing (CAR Form REOL) Short Sale Information and Advisory (CAR Form SSIA)
19.	<b>ADDITIONAL TERMS:</b> ☐ REO Advisory Listing (C.A.R. Form REOL) ☐ Short Sale Information and Advisory (C.A.R. Form SSIA)

20. 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.

☐ Seller intends to include a contingency to purchase a replacement property as part of any resulting transaction



☐ Trust Advisory (C.A.R. Form TA)

Property Address:	d	

- 21. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon Seller and Seller's successors and assigns.
- 22. DISPUTE RESOLUTION:
  - A. MEDIATION: Seller and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation 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 that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. Exclusions from this mediation agreement are specified in paragraph 19B.
  - 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.
- 23. 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.
- 24. 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 as follows:
- □ REPRESENTATIVE CAPACITY: This Listing Agreement is being signed for Seller by an individual acting in a Representative Capacity as specified in the attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S). Wherever the signature or initials of the representative identified in the RCSD 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. Seller (i) represents that the entity for which the individual is signing already exists and (ii) shall Deliver to Broker, within 3 Days After Execution of this Agreement, evidence of authority to act (such as but not limited to: applicable trust document, or portion thereof, letters testamentary, court order, power of attorney, 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 Agreement.

Seller			Date	
Address		City	State	Zip
Telephone		E-mail		
Seller			Date	
Address		City		Zip
Telephone		E-mail		
☐ Additional Signature Addendum	attached (C.A.R. Form	ASA)		
☐ Additional Signature Addendum	attached (C.A.R. Form	ASA)		
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☐ Additional Signature Addendum  Real Estate Broker (Firm)  Address	·			_ic.# _ Zip
Real Estate Broker (Firm)	·	City	State	_ Zip
Real Estate Broker (Firm)	·	City		_ Zip

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