

RESIDENTIAL LISTING AGREEMENT (Exclusive Authorization and Right to Sell) (C.A.R. Form RLA, Revised 12/198)

Da	te Prepared:		
1.	EXCLUSIVE RIC	RIGHT TO SELL:	("Seller")
	hereby employs	s and grants and ending at 11:59 P.M. on (date) (and irrevocable right to sell or exchange the real property described as	("Broker")
	beginning (date)	e) and ending at 11:59 P.M. on (date)("Listing Period")
	the exclusive ar	and irrevocable right to sell or exchange the real property described as, situated in, situated in, (County), California, (Zip Code), Assessor's Parcel No	
	(City)	(County) California (Zin Code) Assessor's Parcel No	("Property")
	☐ This Property	ty is a manufactured (mobile) home. See addendum for additional terms.	(1 topolty).
	☐ This Property	ty is being sold as part of a probate, conservatorship or guardianship. See addendum for additional te	erms.
2.	LISTING PRICE	E AND TERMS:	
	A. The listing p	price shall be:	
	<u> </u>	Dollars (\$).
	B. Listing Terr	rms:	
			·
3.		TION TO BROKER:	
		amount or rate of real estate commissions is not fixed by law. They are set by	
		and may be negotiable between Seller and Broker (real estate commissions	s include all
		on and fees to Broker).	naraant
	A. Seller agree	ees to pay to Broker as compensation for services irrespective of agency relationship(s), either \Box ng price (or if a purchase agreement is entered into, of the purchase price), or \Box \$	percent
	AND		, as follows:
		ng the Listing Period, or any extension, Broker, cooperating broker, Seller or any other person procures a re-	
		uyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buy	
		ction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting	
		during or after the expiration of the Listing Period, or any extension.)	3
		n calendar days (a) after the end of the Listing Period or any extension; or (b) after any calendar	ncellation of this
		nent, unless otherwise agreed, Seller enters into a contract to sell, convey, lease or otherwise trans	
		one ("Prospective Buyer") or that person's related entity: (i) who physically entered and was shown	
		the Listing Period or any extension by Broker or a cooperating broker; or (ii) for whom Broker or a	
		submitted to Seller a signed, written offer to acquire, lease, exchange or obtain an option on the	
		er, shall have no obligation to Broker under paragraph 3A(2) unless, not later than the end of the	
		extension or cancellation, Broker has given Seller a written notice of the names of such Prosout Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, other	
		e unmarketable by a voluntary act of Seller during the Listing Period, or any extension.	wise transferred,
		ion of the sale is prevented by a party to the transaction other than Seller, then compensation which	otherwise would
		earned under paragraph 3A shall be payable only if and when Seller collects damages by suit, arbitra	
		se, and then in an amount equal to the lesser of one-half of the damages recovered or the above com	
		eting title and escrow expenses and the expenses of collection, if any.	
		, Seller agrees to pay Broker:	
		been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to	
		r is authorized to cooperate with and compensate brokers participating through the multiple li	• ,
		") by offering to MLS brokers out of Broker's compensation specified in 3A, either \Box	_ percent of the
		ase price, or \$	a a li a .
		is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's eby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escr	
		s Agreement, as instructions to compensate Broker pursuant to paragraph 3A, to any escrow regard	
		Seller and a buyer, Prospective Buyer or other transferee.	ing the rioperty
		represents that Seller has not previously entered into a listing agreement with another broker regardi	ng the Property
		specified as follows:	ng are reperty,
		warrants that Seller has no obligation to pay compensation to any other broker regarding the Property	perty unless the
		ty is transferred to any of the following individuals or entities:	
		Property is sold to anyone listed above during the time Seller is obligated to compensate another bro	
	not entit	titled to compensation under this Agreement; and (ii) Broker is not obligated to represent Seller in suc	ch transaction.
		Seller's Initials ()(1

Pro	perty	Address:				 		_ Date:	
1.	Α.	ITEMS EXCLUDED AN that are attached to the ADDITIONAL ITEMS I ADDITIONAL ITEMS II Seller intends that the abagreement supersedes a sale; and (ii) Broker is no agreement.	Property are EXCLUDED: NCLUDED: bove items be any intention	e included, ar : e excluded o expressed al	nd personal personal personal rincluded in bove and wil	oroperty items are exc offering the Property for ultimately determine v	or sale, but undersylich items are e	stands that: (i	e.) the purchase included in the
	B.	(1) Leased Or Not Ow	ned Items: 7	The following	j items are le	ased or not owned by	Seller:		
		☐ Solar power system☐ Other		☐ Alarm sys		☐ Propane tank		Softener	
		(2) Liened Items: The	following ite	ms have be	en financed	and a lien has been	placed on the Pr	roperty to see	cure payment
		☐ Solar power system		☐ Windows	or doors	☐ Heating/Ventilati	on/Air conditionir	ng system	
		Seller will provide to Buy	er, as part o		greement, c	opies of lease docume	ents, or other doc	cuments oblig	jating Seller to
-	84111	pay for any such leased LTIPLE LISTING SERVI		m.					
	A. E p (i	Broker is a participant/substherwise instructed in writerimary MLS for the geogi) will be provided to the Nuproved by the MLS and Broker providing a copy of	oscriber to _ ting the Prop raphic area o MLS in which d (ii) may be	perty will be I of the Property the property provided to	isted with the ty. All terms is listed for the MLS ev	of the transaction, inclupublication, dissemination if the Property was	ve. That MLS is uding sales price on and use by pe	(or if checked and financing ersons and er	$d \square$ is not) the g , if applicable on terms
		BENEFITS OF USI	NG THE ML	S; IMPACT	OF OPTING	OUT OF THE MLS	PRESENTING	ALL OFFER	≀S
or Re the on	mper subs eal es e info line.	and conditions under whosation to other brokers cribers to the MLS. The state agents belonging to the mation submitted to the GURE TO BUYERS THE). It is likely e MLS may o other multi e MLS. The	that a signif also be part iple listing s MLS may fu S: Listing pro	icant number of a reciproservices that or transnumber transnumberty with a	er of real estate practional agreement to when have reciprocal agreement listing information to the matter of the	tioners in any gi ich other multipl ements with the to Internet sites t ler's property to	ven area are e listing serv MLS also ha that post pro all real estate	e participants vices belong. ve access to perty listings
bro	okers	and their potential buy	/er clients) v	who are part	cicipants or	subscribers to the ML	S or a reciproca	ting MLS.	
Th Pri or lis	e ML ivate grou ting p	ED/PRIVATE LISTING So referred to above is a conclused listing clubs ps are accessible to a coroperty through a closurand why, should be discontinuous.	accessible t or groups o more limited ed, private i	to all eligible of licensees d number of network - ar	e real estate may have licensees a nd excluding	licensees and provious of the control of the contro	des broad expos the MLS. Priva ss exposure for	sure for a list te or closed listed prope	ted property. listing clubs rty. Whether
the	e Pro	STING PROPERTY IN A perty is located then rea eighborhood, may not be	al estate age	ents and bro	kers workin				
es tha rea	tate a at Se al est	G OUT OF MLS: If Selle agents and brokers from ler's Property is offered ate Internet sites that a bublic may be unaware o	n other real of d for sale; (b re used by t	estate office b) Information the public to	s, and their on about Se search for	buyer clients, who ha ller's Property will no property listings; (c) r	ve access to that t be transmitted eal estate agen	at MLS may in from the ML ts, brokers a	not be aware S to various
		CTION IN EXPOSURE: es price.	Any reducti	on in expos	ure of the P	roperty may lower the	e number of offe	ers and nega	tively impact
		NTING ALL OFFERS:			Broker mus	t present all offers re	ceived for Selle	r's Property ι	ınless Seller
		Seller's Initials () ()		Broker's/Agent's I	nitials () ()



B.	MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 2 days or some other period of time after all necessary signatures have been obtained on the listing agreement. Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS an appropriate form signed by Seller. \square Seller elects to exclude the Property from the MLS as provided by C.A.R. Form SELM or the local equivalent form.
SE! Not	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. Seller acknowledges that for any of the below opt-out instructions to be effective, Seller must make them on a separate instruction to Broker signed by Seller. Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows: (1) Property Availability On The MLS; Address On the MLS: Seller can instruct Broker to have the MLS not display the Property or the Property address on the Internet. 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. (2) 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. 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. (a) 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. □ Seller elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form. LLER REPRESENTATIONS: Seller represents that, unless otherwise specified in writing, Seller is unaware of: (i) any ice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation
arb Pro Sel	ecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, itration, administrative action, government investigation or other pending or threatened action that affects or may affect the perty or Seller's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Iter shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any ension thereof.
BR	OKER'S AND SELLER'S DUTIES:
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.
B.	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 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.
C.	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
D.	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.
DE	POSIT: Broker is authorized to accept and hold on Seller's behalf any deposits to be applied toward the purchase price.
AG A. B.	ENCY RELATIONSHIPS:



Property Address:_

6.

7.

8. 9.

Seller's Initials (___

	Property Address:
	D. Confirmation: Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurren 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 "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
10.	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
11.	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 ☐ if checked, 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 and agrees that such Images are the property of Broker and that Broker may use such Images for advertising, including post sale and for Broker'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 in
12.	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. 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 ☐ 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).
13.	SIGN: Seller does (or if checked □ does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.
14.	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 or Broker, except as provided in paragraph 19A.
16.	ADDITIONAL TERMS: ☐ 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)
	☐ Seller intends to include a contingency to purchase a replacement property as part of any resulting transaction
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17.	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.
18.	SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon Seller and Seller's successors and assigns.

19	DISPI	ITF	RESOL	HITION:

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

Seller's Initials ()(,



Property Address:

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.

- 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.
- 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).
- 20. 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 su	ipplement, addendum or mod	dification, including ar	y photocopy	or facsimile, ma	y be exec	cuted in counterparts.
entities have title to th	AND AUTHORITY: Seller to e Property; and (iii) Seller has authority are as follows:					
as specified in the attached representative identified in the for the entity described and a signing already exists and (illimited to: applicable trust do of the business entity).	PACITY: This Listing Agreem I Representative Capacity Signe RCSD appear on this Agreem of in an individual capacity, under the state of the second that the se	nature Disclosure (C./ ement or any related di nless otherwise indicat 3 Days After Execution tters testamentary, cou	A.R. Form RC ocuments, it s ed. Seller (i) i n of this Agree urt order, pow	CSD-S). Wherever the shall be deemed to be deemed to be deemed to be deemed to be deemed. The shall be deemed to be deemed to be deemed. The shall be deemed to b	rer the sig to be in a re e entity for of authority solution, o	nature or initials of the representative capacity rwhich the individual is roact (such as but not or formation documents
•					Data	
SellerAddress			Citv		State	Zip
	Fax					
Seller					Date	
			City			Zip
	Fax		E-mail			
☐ Additional Signature Add	dendum attached (C.A.R. Fo	rm ASA)				
Real Estate Broker (Firm)					DRE Lic	c.#
			City			 Zip
By	Tel.	F-mail		DRF Lie #		Date
•	Tel Tel					
- J					7	

☐ 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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