CALIFORNIA ASSOCIATION OF REALTORS®

PROBATE LISTING AGREEMENT

Under Authority of the Probate Code

(C.A.R. Form PL, Revised 7/13)

1. **EXCLUSIVE RIGHT TO SELL:** _____ (Seller), the court-appointed representative of the ☐ estate, ☐ conservatorship or ☐ guardianship identified by Superior Court case name as _____, Case # _____, hereby employs and grants _____ ("Broker") the exclusive and irrevocable right, commencing on (date) _____ and expiring at 11:59 P.M. on (date) _____ ("Listing Period") (not to exceed 90 days), to sell or exchange the real property in the City of _____, County of _____, California, described as follows: _____ _____ ("Property").

2. **COURT CONFIRMATION** of any sale ☐ **is required** (limited authority), ☐ **may not be required** (full authority).

3. **TERMS OF SALE:**
   A. **LIST PRICE:** The listing price shall be _____ _____ ($_____).
   B. **PERSONAL PROPERTY:** The following items of personal property are included in the above price: _____ _____ _____
   C. **ADDITIONAL TERMS:** _____ _____ _____

4. **MULTIPLE LISTING SERVICE:**

A. (1) Information about this listing ☐ will, ☐ will not, be provided to a multiple listing service ("MLS") of Broker's selection

(2) Broker is a participant/subscriber to _____ Multiple Listing Service (MLS) and possibly others. Unless otherwise instructed in writing the Property will be listed with the MLS(s) specified above. That MLS is (or if checked ☐ is not) the primary MLS for the geographic area of the Property. 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 is not listed with the MLS.

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Seller's Initials (_____)(_____)

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS

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. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). 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 the MLS database to Internet sites that post property listings online.

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.

CLOSED/PRIVATE LISTING CLUBS OR GROUPS: Closed or private listing clubs or groups are not the same as the MLS. The MLS referred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed listing clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network - and excluding it from the MLS - is advantageous or disadvantageous to a seller, and why, should be discussed with the agent taking the Seller's listing.

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.

OPTING OUT OF MLS: If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: **(a)** 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; **(b)** Information about Seller's Property will not be transmitted to various real estate Internet sites that are used by the public to search for property listings; **(c)** real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

PRESENTING ALL OFFERS: Seller understands that Broker must present all offers received for Seller's Property unless Seller gives Broker written instructions to the contrary.

Seller's Initials (_____) (_____) **Broker's Initials (_____) (_____)**

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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 a form signed by Seller (C.A.R. Form SELM or the local equivalent form).

C. 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 (C.A.R. Form **SELI** or the local equivalent form). Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:
(1) Property Availability: Seller can instruct Broker to have the MLS not display the Property on the Internet.
(2) Property Address: Seller can instruct Broker to have the MLS not display the Property address on the Internet.
Seller understands that the above 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.
(3) 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) Comment 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.
(b) Automated Estimate Of Value: The ability to link to another site containing such automated estimate of value if the link is in immediate conjunction with the Property.

Seller's Initials (_____)(_____)

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

5. **TITLE:** Seller warrants that title to the Property is as follows: _____
_____.

6. **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. (Local court rules may establish maximum permissible amounts.)

A. Seller agrees to pay to Broker from the proceeds of the sale, as compensation for services, irrespective of agency relationships, and subject to California Probate Code, or an amount determined by the court, either ☐ _____ percent of the sales price, **OR** ☐ $ _____, AND _____ if during the Listing period, or any extension, Broker, cooperating broker, Seller, or any other person, produces 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.)

B. Broker is authorized to cooperate with other brokers, and divide with other brokers the above compensation in any manner acceptable to Broker, or as allowed or determined by the Court.

C. Seller warrants that Seller has no obligation to pay compensation to any other Broker regarding the transfer of the Property except: _____.
If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: **(a)** Broker is not entitled to compensation under this Agreement; and **(b)** Broker is not obligated to represent Seller with respect to such transaction.

7. **BROKER'S AND SELLER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement, and is authorized to advertise and market the Property in any medium selected by Broker. Seller agrees to consider offers presented by Broker, and to act in good faith toward accomplishing the sale of the Property. Seller further agrees, regardless of responsibility, to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller, whether contained in any document, omitted therefrom, or otherwise, or from any material facts which Seller knows but fails to disclose.

8. **AGENCY RELATIONSHIPS:** Broker shall act as the agent for Seller in any resulting transaction. 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 such 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 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 expiration of this Agreement.

9. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf a deposit to be applied toward the sales price.

10. **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 Association/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).

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525 South Virgil Avenue, Los Angeles, California 90020

Seller's Initials (_____)(_____)

Reviewed by _____ Date _____

EQUAL HOUSING OPPORTUNITY

Property Address: _____ Date: _____

11. SIGN: (If checked:) ☐ Seller authorizes Broker to install a FOR SALE/SOLD sign on the Property.
12. EQUAL HOUSING OPPORTUNITY: The Property is offered in compliance with federal, state, and local anti-discrimination laws.
13. ADDITIONAL TERMS: ☑ Probate Advisory (C.A.R. Form PAL)

14. 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.

Seller warrants that Seller has the authority to execute this agreement.
Seller acknowledges that Seller has read and understands this Agreement, and has received a copy.

Date _____ at, California _____
By _____
Court-Appointed Representative(s) of _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

Date _____ at, California _____
By _____
Court-Appointed Representative(s) of _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

Real Estate Broker (Firm) _____ BRE Lic. # _____
By (Agent) _____ BRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

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