



TRANSFER OF LISTING AGREEMENT
(C.A.R. Form TOL, 6/21)

has entered into a written Residential Listing Agreement OR Lease Listing, OR Other, dated, with, on property known as, Property is in escrow with, Escrow #, Broker and Principal agree terminate their agency relationship, duties and responsibilities with and to each other, and to transfer the Listing to, subject to the terms and conditions specified below.

- 1. TRANSFER: Principal and Broker agree that by signing below, the Listing shall be assigned to and transferred to New Broker and any agency relationship with Broker and duties of Broker arising out of the Listing shall be terminated.
2. CONSIDERATION: A. (1) Principal agrees to pay Broker \$, for out-of-pocket expenses, costs incurred and services rendered in marketing the Property prior to transfer of the Listing OR (2) (if checked) Principal owes no compensation to Broker. B. (1) New Broker agrees to pay Broker % of the total gross compensation earned by New Broker...
3. AGENCY RELATIONSHIPS: Principal acknowledges, prior to the execution of this transfer agreement, receipt of the attached Disclosure Regarding Real Estate Relationships (C.A.R. Form AD) from New Broker.
4. ESCROW: If Property is already in escrow, New Broker agrees to: (i) execute and deliver a new Cooperating Broker Compensation Agreement and Escrow Instruction (C.A.R. Form CBC) to any cooperating broker and Escrow; and (ii) execute any further escrow instructions as may be reasonably necessary to confirm the transfer of this listing to New Broker.
5. MLS ACCESS: Broker agrees to immediately remove its listing from the Multiple Listing Service (MLS), and to take any further actions as may be reasonably necessary to allow New Broker to submit its listing to the MLS for cooperation with other brokers.
6. TRUST FUNDS: Any and all trust funds currently held by Broker or received for the benefit of the Property from this forward, if any, shall be immediately delivered for deposit into New Broker's trust account in compliance with the Business and Professions Code and other applicable laws.
7. AGENT: The Listing was obtained through, Agent is no longer affiliated with Broker, or as of (Date) will no longer be affiliated with Broker. Agent, as applicable, is or will (not) be affiliated with New Broker. OR B. Agent remains affiliated with Broker.
8. TRANSACTION FILES AND DOCUMENTS: Agent acknowledges the obligation to deliver to Broker copies of all relevant files and documents pertaining to the Listing, and within Agent's custody and control, that have not previously been provided to Broker. Broker authorizes Agent to deliver to New Broker copies of those files and documents.
9. RELEASE: Other than as provided herein, from this date forward, Broker and Principal mutually release each other from all obligations under the Listing and from all claims, actions and demands that each may have against the other by reason of the Listing. However, Broker and Principal agree that the dispute resolution and attorney fees provisions of the Listing Agreement shall control any dispute arising out this transfer of the Listing.
10. OTHER TERMS

By signing below Principal, Broker and New Broker each acknowledges that each has read, understands, has received a copy of, and agrees to the terms of this Transfer of Listing Agreement.

Principal, Date, Broker (Firm), DRE Lic#, By (Broker/Office Manager), DRE Lic#, Date, New Broker (Firm), DRE Lic#, By (Broker/Office Manager), DRE Lic#, Date

By signing below Agent acknowledges that Agent has read, understands, and received a copy of this Transfer of Listing Agreement.

Agent, Date

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