

**SELLER'S LISTING AGREEMENT**

**Exclusive Right to Sell, Exchange, or Option**

**DATE:** \_\_\_\_\_, **at** \_\_\_\_\_ **CA**

*(Items left blank or unchecked are not applicable.)*

**1. RETAINER PERIOD:**

1.1 Seller hereby retains and grants to Broker the exclusive right to market, solicit and negotiate for the disposition of the property, through sale, exchange or option, for the period: commencing \_\_\_\_\_, and terminating \_\_\_\_\_.

1.2 Broker agrees to use diligence in the performance of this employment.

**2. ADDENDUMS attached to this agreement include:**

- (a)  Seller's net sheet **Form 310**
- (b)  Condition of property disclosure **Form 304**
- (c)  Federal Residency Declaration **Form 301**
- (d)  California Residency Declaration **Form 308**
- (e)  MLS property profile
- (f)  Work authorization **Form 108**
- (g)  APOD (Property Operating Data) **Forms 352/562**
- (h)  Agency disclosure addendum **Form 305**
- (i)  Natural Hazard disclosure **Form 314**
- (j)  Lead Base Paint disclosure **Form 557**
- (k)  Local Option disclosure **Form 307**

**3. SELLER'S DEPOSIT:**

3.1 Seller hands \$\_\_\_\_\_ to Broker for deposit into Broker's trust account for application to Seller's obligations under this agreement and the following attachments:

- (a)  Advance fee addendum **Form 106**
- (b)  Advance cost addendum **Form 107**

**4. BROKERAGE FEE:**

**NOTICE: The amount or rate of real estate fees is not fixed by law. They are set by each broker individually and may be negotiable between the client and broker.**

4.1 Seller agrees to pay Broker \_\_\_\_\_ of the price sought or obtained, as applicable, IF:

- (a) Anyone procures a buyer, exchanger or optionee on the terms stated in this agreement, or any other terms acceptable to Seller, during the period of this agreement.
- (b) The property is withdrawn from sale, transferred, leased without the broker's consent which will not be unreasonably withheld, or otherwise made unmarketable by the seller during the listing period.
- (c) The seller terminates this employment of the broker during the listing period.
- (d) Within one year after termination of this agreement seller or his agent commences negotiations, which later result in a transaction contemplated by this agreement, with a buyer with whom the Broker, or a cooperating broker, negotiated during the period of this agreement. Broker to identify prospective buyers by written notice to the Seller within 21 days after termination of this agreement. **Form 122**

4.2 Should Seller acquire replacement property in a transaction in which Broker negotiates, Seller to further compensate Broker on acquisition based on the fee amount stated in 4.1.

4.3 Should this agreement terminate without Seller becoming obligated to pay Broker a fee, Seller to pay Broker the sum of \$\_\_\_\_\_ per hour of time accounted for by Broker, not to exceed \$\_\_\_\_\_.

**5. GENERAL PROVISIONS:**

- 5.1 Broker is authorized to place a for-sale sign on the property, inspect the property's condition, verify any operating income or expenses and publish and disseminate property information to meet the objectives of this employment.
- 5.2 Seller authorizes Broker to cooperate with other Brokers in the division of any compensation due Broker.
- 5.3 Broker is authorized to accept, on behalf of any buyer, an offer and deposit.
- 5.4 Offers to purchase received by Broker may be submitted to Seller in person or by USPS postage-prepaid mail.

5.5 Buyer shall not have possession of the property before: \_\_\_\_\_

5.6 If an action is instituted to enforce this agreement, the prevailing party shall receive reasonable attorney's fees.

5.7 This listing agreement will be governed by California law.

**6. REAL ESTATE:**

6.1 Type: \_\_\_\_\_

Address: \_\_\_\_\_

Described as: \_\_\_\_\_

**6.2 Encumbrances of record:**

- (a) A first loan in the amount of ..... \$\_\_\_\_\_ payable \$\_\_\_\_\_ per month until paid, including interest at \_\_\_\_\_%,  VIR \_\_\_\_\_ impounds being \$\_\_\_\_\_ monthly. Lender: \_\_\_\_\_
- (b) A second loan in the amount of ..... \$\_\_\_\_\_ payable \$\_\_\_\_\_ per month, including interest at \_\_\_\_\_%, due \_\_\_\_\_. Lender: \_\_\_\_\_
- (c) Other encumbrance, bond, assessment or lien in the amount of ..... \$\_\_\_\_\_

**7. PERSONAL PROPERTY INCLUDED:**

7.1 Described as: \_\_\_\_\_

7.2 Encumbered in the amount of . . . \$\_\_\_\_\_

payable \$\_\_\_\_\_ monthly, including interest at \_\_\_\_\_%, due \_\_\_\_\_

Lender: \_\_\_\_\_

**8. SALE TERMS:**

8.1 Price sought is \$\_\_\_\_\_, payable:

- (a) Cash down payment of \$\_\_\_\_\_.
- (b) Buyer to obtain a new loan in the amount of \$\_\_\_\_\_. FHA/VA Seller's points not to exceed \_\_\_\_\_%.
- (c) Buyer to assume the existing encumbrances. \$\_\_\_\_\_.
- (d) Buyer to execute a note and trust deed for \$\_\_\_\_\_ payable \$\_\_\_\_\_ per month, including interest at \_\_\_\_\_%, due \_\_\_\_\_.

8.2 Seller agrees to pay the following:

- CLTA title insurance
- Pest control report
- FHA/VA appraisal fee
- Home Inspection Report
- Home warranty policy
- Pest control repairs
- Smoke detector installation
- Hazard disclosure report

**9. EXCHANGE TERMS:**

9.1 Owner will exchange the property for the following property:

Type: \_\_\_\_\_

Location: \_\_\_\_\_

Assume loans up to \$\_\_\_\_\_

**10. OPTION TERMS:**

10.1 For option money in the amount of \$\_\_\_\_\_, Seller will grant an option to purchase on any of the sale terms stated above, for a period of \_\_\_\_\_ months.

**11. OTHER TERMS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I agree to render services on the terms stated above.**

Date: \_\_\_\_\_

Seller's Broker: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

By: \_\_\_\_\_

**I agree to employ broker on the terms stated above.**

Date: \_\_\_\_\_

Seller's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Seller's Signature: \_\_\_\_\_

Seller's Signature: \_\_\_\_\_