



**RESIDENTIAL LISTING AGREEMENT**  
**(Exclusive Authorization and Right to Sell)**  
(C.A.R. Form RLA, Revised 6/24)

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

1. **EXCLUSIVE RIGHT TO SELL:** \_\_\_\_\_ (“Seller”) hereby employs and grants \_\_\_\_\_ (“Broker”) the exclusive and irrevocable right to sell or exchange the real property described as \_\_\_\_\_, situated in \_\_\_\_\_ (City), \_\_\_\_\_ (County), California, \_\_\_\_\_ (Zip Code), Assessor’s Parcel No. \_\_\_\_\_ (“Property”) for the Listing Period\* in **paragraph 2A(1)**.

\* The maximum listing period allowed by law for residential property improved with one to four units is 24 months from the date this Agreement is made. This restriction does not apply if Seller is a corporation, LLC or partnership. It is unlawful to record or file this listing Agreement, or a memorandum or notice thereof, with the county recorder.

2. **TERMS OF LISTING AGREEMENT:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 7 pages. Seller is advised to read all 7 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions
A(1)	Listing Period* (see above)	Beginning on _____ (date) Ending at 11:59 P.M. on _____ (date)
A(2)	Listing Price	_____ Dollars (\$_____)
B	Property Specific Listings	<input type="checkbox"/> Manufactured (mobile) home (C.A.R. Form MHLA attached) <input type="checkbox"/> Probate, conservatorship or guardianship (C.A.R. Form PLA attached)
C	<b>Compensation: 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 Buyer and Broker (real estate commissions include all compensation and fees to Broker). See attached Broker Compensation Advisory (C.A.R. Form BCA).</b>	
C(1)	4A Compensation to Seller’s Broker (only Seller’s side of transaction)	_____% of the listing price (or if a purchase agreement is entered into, of the purchase price) AND _____ OR <input type="checkbox"/> \$ _____,
C(2)	4B <input type="checkbox"/> Optional additional compensation, if any, to Seller’s Broker to be offered to Buyer’s brokers	_____% of the purchase price OR <input type="checkbox"/> \$ _____,
C(3)	<input type="checkbox"/> Additional Compensation to Seller’s Broker if buyer is unrepresented	_____% of the purchase price AND _____ OR <input type="checkbox"/> \$ _____,
C(4)	4C(2) If same individual agent represents both seller and buyer	The total combined compensation shall be C(1) + C(2) OR <input type="checkbox"/> _____ % <input type="checkbox"/> \$ _____.
C(5)	4C(1) Total Compensation to Broker(s) Unless otherwise agreed in writing, Seller shall pay Broker:	(a) The amount specified, if any, in C(1) + C(2) if buyer is represented, OR (b) The amount specified in C(4) if the individual agent represents both sides; OR (c) The amount specified in C(1) + C(3), if Buyer is unrepresented.
C(6)	4D(2) Continuation of Right to Compensation for Broker Identified Prospective Buyers	_____ calendar days after the Listing Period or any extension
C(7)	4F Seller Obligation to Pay Previous Brokers	Previous Listing/Other Broker(s): _____ Compensation to above Broker(s) owed if Property transferred to: _____
D	5 <input type="checkbox"/> Optional Seller Concessions	Seller authorizes Broker to put in the MLS that Seller is willing to consider offers asking for concessions, with <input type="checkbox"/> an amount up to _____% of the purchase price OR <input type="checkbox"/> \$ _____
E	<b>Items Intended to be Included and Excluded</b>	
E(1)	6A Items Included	<input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;
E(2)	6A Excluded Items:	<input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;
E(3)	6B Leased Items: <input type="checkbox"/> Propane Tank(s);	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Alarm System(s); <input type="checkbox"/> Water Softener; <input type="checkbox"/> _____
E(4)	6B Liened Items: <input type="checkbox"/> Heating/Ventilation/Air conditioning systems	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Windows or Doors; <input type="checkbox"/> _____; <input type="checkbox"/> _____
E(5)	6C (a) Smart Home Features Seller prefers to Include: (b) Smart Home Features Seller prefers to Exclude:	_____ _____



Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

<b>F</b>	<b>MLS and Public Marketing</b>		
<b>F(1)</b>	7-10	Property will be marketed in the following MLS	Primary _____ Other(s): _____
<b>F(2)</b>	9C	Coming Soon Status	Seller does ( <input type="checkbox"/> does not) authorize Broker to market the property per the Coming Soon status in Broker's MLS, if any
<b>F(3)</b>	9B	Public Marketing	To begin on the Beginning Date of this Agreement or <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> Seller instructs Broker not to market the property to the public (C.A.R. Form SELM)
<b>F(4)</b>	9	Placing property listing in MLS (Clear Cooperation)	Property listing will be placed in the MLS within one business day of public marketing (Clear Cooperation), <input type="checkbox"/> Clear Cooperation does not apply to the listing.
<b>F(5)</b>	10	Listing features kept off the internet	Seller does ( <input type="checkbox"/> does not) authorize the MLS to make all listing information available to internet sites. If checked, see C.A.R. Form SELI for exclusions.
<b>G</b>	<b>Broker's and Seller's Duties</b>		
<b>G(1)</b>	12B(2)	Timing of Presentation of Offers	Seller instructs Broker to present all offers received as soon as practicable OR <input type="checkbox"/> Offers shall be presented on _____ (date) or <input type="checkbox"/> _____ Days after the property is listed as active on the MLS
<b>G(2)</b>	12C	Buyer Supplemental Offer Letters (Buyer Letters)	Seller instructs Broker not to present Buyer letters, OR <input type="checkbox"/> Seller instructs Brokers to present Buyer Letters. If Seller requests or relies on Buyer Letters, Seller is acting against Broker's advice.
<b>G(3)</b>	12E	Investigation Reports	<input checked="" type="checkbox"/> Natural Hazard Disclosure <input type="checkbox"/> Structural Pest Control, <input type="checkbox"/> General Property Inspection, <input type="checkbox"/> Homeowners Association Documents, <input type="checkbox"/> Preliminary (Title) Report, <input type="checkbox"/> Roof Inspection, <input type="checkbox"/> Pool Inspection, <input type="checkbox"/> Septic/Sewer Inspection, <input type="checkbox"/> Other: _____
<b>H(1)</b>	16A	<input type="checkbox"/> Seller instructs Broker not to take or use photographs in marketing, except as required by MLS rules.	
<b>H(2)</b>	16B	MLS Instruction Re. Photographs	Visitors are not restricted from taking pictures of the property, OR <input type="checkbox"/> Seller instructs Broker to include MLS terms that only persons preparing appraisals or inspection reports may take pictures of the property.
<b>I</b>	25	Exceptions to Ownership/Title	_____
<b>J</b>		<input type="checkbox"/> Seller intends to include a contingency to purchase a replacement property as part of any transaction (see C.A.R. Form SPRP)	
<b>K</b>	17, 18	Owner Opt Outs	<input type="checkbox"/> Key safe/Lockbox <input type="checkbox"/> Signs
<b>L</b>		Additional Terms	_____

**3. ADVISORIES AND ADDENDA:**

**A. Advisories**

- Broker Compensation Advisory (C.A.R. Form BCA)
- Short Sale Information and Advisory (C.A.R. Form SSIA)
- Other: \_\_\_\_\_
- REO Advisory Listing (C.A.R. Form REOL)
- Trust Advisory (C.A.R. Form TA)

**B. Addenda.** The addenda identified below are incorporated into this Agreement

- \_\_\_\_\_
- \_\_\_\_\_

**4. 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 (real estate commissions include all compensation and fees to Broker).

**A. SELLER'S BROKER COMPENSATION:** Seller agrees to pay to Broker as compensation for services for representing Seller, the amount specified in paragraph 2C(5).

**B. OFFER TO COMPENSATE BUYER'S BROKER:**

- (1) **ADVISORY:** Compensation is negotiable and Seller is not required to pay buyer's broker compensation, either through Broker or directly. Seller has been advised of the advantages and disadvantages of offering to compensate buyer's broker. See attached Broker Compensation Advisory (C.A.R. Form BCA).
- (2) **AUTHORIZATION TO OFFER COMPENSATION TO BUYER'S BROKERS:** If paragraph 2C(2) is checked, Broker is authorized to offer to compensate buyer's brokers the amount specified in paragraph 2C(2). Seller is not required to authorize compensation to a buyer's broker to list Property on the MLS. If any offer of compensation is authorized, it will not be specified in the MLS. If, in a resulting transaction, Broker represents both the buyer and Seller, the amount specified in paragraph 2C(2) shall be paid to Broker and credited against any obligation the buyer owes Broker. Compensation will be paid out of the transaction proceeds.



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

**C. TOTAL COMPENSATION:**

- (1) **Compensation Amounts Specified in Paragraph 2C:** The amounts specified in each section in **paragraphs 2C(1)-(3)** are components of the total compensation. The total amount of compensation owed to Broker is the amount specified in **paragraph 2C(5)**. **Paragraph 2C(1)** is the amount designated for seller's side of the transaction. **Paragraph 2C(2)** is the amount designated for the buyer's side of the transaction if buyer is represented by Broker or another broker. **Paragraph 2C(3)** is for any additional compensation due Broker if buyer is unrepresented or other specified reason.
- (2) **Agent under Broker Representing Both Parties:** If the individual agent represents both Seller and the Buyer in any resulting transaction under this Agreement, the total compensation Seller agrees to pay Broker shall be the amount specified in **paragraph 2C(4)**.

**D. COMPENSATION TERMS:** Compensation is earned, and Seller shall pay Broker 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 offer closes during or after the expiration of the Listing Period, or any extension.)
- OR (2) If within the time specified in **paragraph 2C(6)**, (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 4D(2)** unless, not later than the end of the Listing Period or any extension or cancellation, Broker has given Seller a written notice of the names of such Prospective Buyers.
- OR (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.

**E. ADDITIONAL COMPENSATION TERMS:**

- (1) 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 4** shall be payable only if and when Seller collects damages by suit, arbitration, settlement 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.
- (2) 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 4**, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.

**F. COMPENSATION OBLIGATIONS TO OTHER BROKERS:**

- (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified in **paragraph 2C(7)**.
- (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 individuals or entities specified in **paragraph 2C(7)**.
- (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.

**5. SELLER CONCESSIONS:** Seller concessions are monetary payments that a seller agrees to contribute towards a buyer's expenses and other costs a buyer is responsible for in the transaction. Concessions may include, but are not limited to, costs of escrow or title, lender fees, repairs, inspections and broker compensation. Concessions identified in a MLS listing, must not specify the concessions are to be used for broker compensation. Concessions must be allowed to be used for any permissible expense or cost.

**6. A. ITEMS EXCLUDED AND INCLUDED:** Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price. Seller intends that the items specified in **paragraph 2E** be included or excluded in offering the Property for sale, but understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

**B. LEASED OR NOT OWNED ITEMS; LIENED ITEMS:** The items specified in **paragraph 2E(3)** are leased or not owned by Seller and the items specified in **paragraph 2E(4)** have been financed and a lien has been placed on the Property to secure payment. Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or lienied item. Seller will provide to Buyer, as part of the sales agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or lienied item.

**C. SMART HOME FEATURES:** The smart home features are intended to be included or excluded as specified in **paragraph 2E(5)**.

**7. MULTIPLE LISTING SERVICE:**

**A. 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. As set forth in **paragraph 9**, participants and subscribers conducting public marketing of a property listing must submit the property information 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, **excepting offers of compensation**. 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 listing information to Internet sites that post property listings online.

**B. WHAT INFORMATION IS PROVIDED TO THE MLS:** All terms of the transaction, including sales price and, if applicable, **financing and concessions**, (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 was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.

**C. WHAT IS BROKER'S MLS?** Broker is a participant/subscriber to the Multiple Listing Service (MLS) specified in **paragraph 2F** and possibly others. Broker shall inform Seller if the MLS specified in **paragraph 2F(1)** is not the primary MLS for the geographic area of the Property. When required by **paragraph 9** or by the MLS, Property will be listed with the MLS(s) specified above.



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

**8. BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS;**

- A. 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. The MLS may further transmit the MLS database to Internet sites that post property listings online.
- B. IMPACT OF OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: **(i)** Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; **(ii)** 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; **(iii)** Information about Seller's Property will not be transmitted from the MLS to various real estate Internet sites that are used by the public to search for property listings and; **(iv)** real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.
- C. REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.
- D. 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.

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

Broker's/Agent's Initials \_\_\_\_\_ / \_\_\_\_\_

**9. PUBLIC MARKETING OF PROPERTY:**

- A. CLEAR COOPERATION POLICY:** Unless specified in paragraph 2F(4), MLS rules require that residential real property with one to four units and vacant lot listings be submitted to the MLS within 1 business day of any public marketing.
  - B. PUBLIC MARKETING WITHIN CLEAR COOPERATION:** **(i) Public marketing** includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public. **(ii)** Public marketing does not include an office exclusive listing where there is direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage, and one-to-one promotion between these licensees and their clients.
  - C. "COMING SOON" STATUS IMPACT ON MARKETING; Days on Market (DOM):** Seller is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS. Unless specified in paragraph 2F(2), Seller does authorize Broker to utilize Coming Soon status, if any. Seller is further advised to discuss with Broker how any DOM calculations or similarly utilized tracking field works in the MLS in which the Property will be listed.
  - D. Seller Instructs Broker:**
    - (1) Seller instructs Broker to market the Property to the public, and to start marketing as specified in paragraph 2F(3).
    - OR (2) If checked in paragraph 2F(3), Seller instructs Broker NOT to market the Property to the public. (MLS may require C.A.R. Form SELM or local equivalent form.) Seller understands that no public marketing will occur and the scope of marketing that 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.
  - E. Whether paragraph 9D(1) or 9D(2) applies, as specified in paragraph 2F(3),** 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.
  - F. CLEAR COOPERATION POLICY DOES NOT APPLY:** If checked in paragraph 2F(4), the MLS's utilized by Broker do not have a Clear Cooperation Policy. Paragraphs 9A-E do not 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.
- 10. 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 mean 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 another site containing such an estimate of value if the link is in immediate conjunction with the Property display.
  - C. SELLER ELECTION TO OPT-OUT:** If checked in paragraph 2F(5), Seller elects to opt out of certain Internet features as provided by C.A.R. Form SELI or the local equivalent form.
- 11. 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.
- 12. BROKER'S AND SELLER'S DUTIES:**
- A. Broker Responsibility, Authority and Limitations:** 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 paragraph 12E 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.



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

**B. Presentation of Offers:**

(1) There are different strategies for obtaining the best offer for Seller. Seller is advised that certain buyers may prefer not to be in a competitive situation and either may not make an offer if there is an instruction that all offers will be presented at a later specified time or may try to make a "preemptive" offer that will expire **shortly, hoping that** Seller will accept before the presentation date. **Additionally, certain buyers may not be able or allowed to pay compensation to a buyer's broker. These buyers may request for seller to pay buyer's broker through a term or concession request in the purchase agreement or through a separate compensation agreement, if Seller has not authorized Broker in this Agreement to pay the full amount buyer owes buyer's broker, or any amount.** Seller is advised to discuss and consider the best strategy for Seller **related to the presentation of offers.**

(2) (A) **Seller instructs Broker to Present Offers:** 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.

OR (B) **Seller instructs Broker not to Present Offers until a Later Time:** **If checked in paragraph 2G(1),** Seller has elected to have Broker hold all offers and present them to Seller **as specified in paragraph 2G(1).** Broker will inform Seller that an offer has come in, but will not submit offer to Seller, unless specifically instructed otherwise, in writing. Local MLS rules may impact this practice and whether it will provide any benefit to Seller. **Broker and Seller may amend this instruction by agreeing in writing.**

**C. Buyer Supplemental Offer Letters (Buyer Letters):**

(1) Seller **is advised** of the practice of many buyers and their agents of including a Buyer Letter with an offer to try to influence a seller to accept the buyer's offer. Buyer Letters may include photos and video. Whether overt or unintentional, Buyer Letters may contain information about a buyer's or seller's protected class or characteristics. Deciding whether to accept an offer based upon protected classes or characteristics is unlawful. Broker will not review the content of Buyer Letters.

(2) (A) **Seller instructs Broker not to present Buyer Letters:** Whether submitted with an offer or separately at a different time. Seller authorizes Broker to specify in the MLS that Buyer Letters will not be presented to Seller.

OR (B) **If checked in paragraph 2G(2), Seller instructs Broker to present Buyer Letters:** Broker advises seller that: **(i)** Buyer Letters may contain information about protected classes or characteristics and such information should not be used in Seller's decision of whether to accept, reject, or counter a Buyer's offer; and **(ii)** if Seller relies on Buyer Letters, Seller is acting against Broker's advice and should seek the advice of counsel before doing so.

D. 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 4F(3),** 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.

E. **Investigations and Reports:** Seller agrees, within **the time specified in paragraph 2G(3),** to order and, when required by the service provider, pay for **all reports specified in paragraph 2G(3).** 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.

F. **Undisclosed conditions; incomplete or incorrect information:** Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, 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.

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

**14. AGENCY RELATIONSHIP:**

A. **DISCLOSURE:** Seller acknowledges receipt of a  "Disclosure Regarding Real Estate Agency Relationship" (C.A.R. Form AD).

B. **SELLER REPRESENTATION:** Broker shall represent Seller in any resulting transaction, except as specified in **paragraph 4F.**

**C. POSSIBLE DUAL AGENCY WITH BUYER:**

(1) 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 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.

(2) **Showing Properties:** Seller acknowledges that real estate brokers must have a representation agreement with a buyer before showing properties to that buyer. Seller consents to Broker entering into a Buyer Representation and Broker Compensation Agreement with a buyer, and that by doing so the brokerage company will become a dual agent representing both buyer and seller.

D. **UNREPRESENTED BUYERS:** If a buyer interested in viewing Seller's property is not already represented by a real estate broker, and such buyer refuses to be represented by Broker, Seller authorizes Broker to obtain a signed document from such buyer refusing representation by Broker. Broker shall provide such buyers, at the earliest practicable time, a disclosure of non-representation, such as Buyer Non-Agency (CAR Form BNA) or Open House (Property Tour) Visitor Non Agency Disclosure (C.A.R. Form OHNA).

E. **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.

F. **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).

G. **TERMINATION OF AGENCY RELATIONSHIP:** Seller acknowledges and agrees that the representation duties of, and agency relationship with, Broker terminate at the expiration of this Agreement or, if it occurs first, the completion of any transaction specified in this Agreement.



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

- 15. 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; **and (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.
- 16. 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. **Unless checked in paragraph 2H(1)**, Seller agrees 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 **in paragraph 2H(2)** 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.
- 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.
- A.** **Unless checked in paragraph 2K**, Seller authorizes Broker to install a keysafe/lockbox.
- B. TENANT-OCCUPIED PROPERTY:** 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).
- 18. SIGN:** **Unless checked in paragraph 2K**, Seller authorizes Broker to install a FOR SALE/SOLD sign on the Property.
- 19. EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state and local anti-discrimination laws.
- 20. ATTORNEY FEES:** In any action, proceeding or arbitration between Seller and Broker arising out of this Agreement, Seller and Broker are each responsible for paying their own attorney’s fees and costs except as provided in **paragraph 23A**.
- 21. 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.
- 22. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Seller and Seller’s successors and assigns.
- 23. DISPUTE RESOLUTION:**
- A. MEDIATION:** (1) Seller and Broker agree to mediate any dispute or claim arising between them under this Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party (the non-mediating 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 if the non-mediating party is the losing party in any such action, the prevailing party in such action shall be entitled to recover attorney fees from the non-mediating party, notwithstanding the terms in **paragraph 20**. (4) **Exclusions from this mediation agreement are specified in paragraph 23B.**
- 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.**
- C. ARBITRATION 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).
- 24. 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.
- 25. 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 **specified in paragraph 21**.

**26. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, 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. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall deliver to Broker, within **3 Days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate 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 Residential Listing Agreement.**

**ENTITY SELLERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, other entity or holds a power of attorney.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 26** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: \_\_\_\_\_, \_\_\_\_\_.
- (4) **A.** If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).  
**B.** If Property is sold under the jurisdiction of a probate court, identify Seller as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_  
\_\_\_\_\_

**SELLER SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of SELLER: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone # \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of SELLER: \_\_\_\_\_

Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone # \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA)

**BROKER SIGNATURE(S):**

Real Estate Broker (Firm) \_\_\_\_\_ DRE Lic# \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

By \_\_\_\_\_ Tel. \_\_\_\_\_ E-mail \_\_\_\_\_ DRE Lic# \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Tel. \_\_\_\_\_ E-mail \_\_\_\_\_ DRE Lic# \_\_\_\_\_ Date \_\_\_\_\_

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- 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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