



MARKETING PACKAGE COST SHEET

Due Diligence Checklist

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: This form is used by a seller's agent as an addendum when entering into the employment of an owner who lists a property for sale, to disclose the itemized costs the owner can expect to incur during the marketing and sale of the property as anticipated by the employment agreement.

DATE: _____, 20____, at _____, California.
Items left blank or unchecked are not applicable.

1. FACTS:

- 1.1 This is an addendum to an employment agreement referred to as a Seller's Listing Agreement [See **RPI Form 102**]
- 1.2 of same date, or dated _____, 20____, at _____, California,
- 1.3 entered into by _____, as the Broker, and _____, as the Seller,
- 1.4 regarding real estate referred to as _____,
- 1.5 for a period beginning on _____, 20____, and expiring on _____, 20____,

2. BROKER'S DISCLOSURE AND PERFORMANCE:

2.1 The items listed below with estimated costs constitute a disclosure of the reports and activities Seller can reasonably expect will be required to either bring about or close a transaction under the employment agreement, and if acquired early, will assist Broker to provide prospective buyers with property information Broker anticipates he will need to effectively perform under the employment agreement.

- a. Natural hazard disclosure report [See **RPI Form 314**]. \$ _____
- b. Local ordinance compliance certificate \$ _____
- c. Structural pest control report and clearance \$ _____
- d. Smoke detector and water heater anchor installation. \$ _____
- e. Home inspection report \$ _____
- f. Homeowners' Association (HOA) documents charge \$ _____
- g. Lead-based paint report [See **RPI Form 313**]. \$ _____
- h. Mello-Roos assessment notice \$ _____
- i. Listing (transaction) coordinator's fee. \$ _____
- j. Well-water quality and quantity report. \$ _____
- k. Septic/sewer report. \$ _____
- l. Soil report \$ _____
- m. Survey of property (civil engineer) \$ _____
- n. Appraisal report \$ _____
- o. Architectural (floor) plans \$ _____
- p. Title report: property profile, preliminary report, abstract \$ _____
- q. MLS and market session input fees \$ _____
- r. Sign deposit or purchase, installation and removal \$ _____
- s. Advertising in newspapers, magazines, radio or television \$ _____
- t. Information flyers and postage (handout or mailing). \$ _____
- u. Open house — food and spirits \$ _____
- v. Photos or video of the property \$ _____
- w. Credit report on prospective buyer \$ _____
- x. Travel expenses \$ _____
- y. Other _____ \$ _____
- z. Other _____ \$ _____

2.2 **TOTAL ESTIMATED COSTS** \$ _____

2.3 Broker is hereby authorized and instructed to incur on behalf of Seller the cost estimated above.

3. PAYMENT OF COSTS:

- 3.1 Seller agrees to pay, on presentation of a billing, those costs estimated above and incurred by Broker.
- 3.2 Broker agrees to incur the expenses of the estimated costs set out and authorized in §2.3 during the first 21 days of the employment and to timely pay the charges. Seller agrees to reimburse Broker for the costs Broker incurs, IF:
 - a. Seller closes a transaction which is the subject of the employment agreement;
 - b. Seller terminates the employment agreement by cancellation or by conduct before it expires; or
 - c. Seller retains another Broker on the expiration of the employment agreement to pursue a transaction which is the subject of the employment agreement with Broker.
- 3.3 Costs paid by Seller under this addendum shall be credited toward any contingency fee earned by Broker upon closing a transaction which is the subject of the employment agreement.
- 3.4 Seller herewith hands Broker a deposit of \$ _____ as an advance for the payment of costs incurred by Broker on behalf of Seller as estimated above.

4. TRUST ACCOUNT: (To be filled out only if a deposit is entered at §3.4 above.)

- 4.1 Broker will place the advance cost deposit received under §3.4 above into his trust account maintained with _____ at their _____ branch.
- 4.2 Broker is authorized and instructed to disburse from the trust account those amounts required to pay and satisfy the obligations incurred as agreed.
- 4.3 Within 10 days after each calendar month, or quarter, and upon termination of this agreement, Broker will deliver to Seller a statement of account for all funds withdrawn from the advance cost deposit handed Broker under §3.4 above.
- 4.4 Each statement of account delivered by Broker shall include no less than the following information:
 - a. The amount of the advance cost deposit received.
 - b. The amount of funds disbursed from the advance cost deposit.
 - c. An itemization and description of the obligation paid on each disbursement.
 - d. The current remaining balance of the advance cost deposit.
 - e. An attached copy of any advertisements paid from the advance cost deposit since the last recorded accounting.
 - f. _____

- 4.5 On termination of this agreement, Broker will return to Seller all remaining trust funds.

<p>I agree to the terms stated above. Date: _____, 20_____ Broker's name: _____ CalBRE#: _____</p> <p>By: _____ Phone: _____ Cell: _____ Email: _____</p>	<p>I agree to the terms stated above. Date: _____, 20_____ Seller's name: _____ Seller's name: _____</p> <p>Seller's Signature: _____</p> <p>Seller's Signature: _____ Phone: _____ Cell: _____ Email: _____</p>
---	--