



BUYER'S LISTING AGREEMENT

Specific Property Acquisition

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: This form is by a buyer's agent when employed by a buyer as their sole agent to acquire a specific property for a fixed period of time.

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

1. RETAINER PERIOD:

1.1 Buyer hereby retains and grants to Broker the exclusive right regarding the real property described below to conduct a due diligence investigation and negotiate the terms and conditions for its purchase, lease or option, acceptable to Buyer, for the period beginning on _____, 20_____ and terminating on _____, 20_____.

2. BROKER'S OBLIGATIONS:

2.1 Broker to use diligence in the performance of this employment.

3. BROKER'S PERFORMANCE:

3.1 Broker will diligently perform, but not be limited to, the following checked acts:

- a. Consultations with Buyer.
- b. Evaluation of the economic suitability of the transaction.
- c. Inspecting the property. [See ft Form 304]
- d. Attending open houses at the property.
- e. Developing an opinion of the property's fair market value. [See ft Form 318]
- f. Examining and evaluating existing liens on the property.
- g. Obtaining and analyzing a title profile on the property.
- h. Investigating the availability and prices of hazard insurance.
- i. Checking rental rates for comparable properties. [See ft Form 318-1]
- j. Pest control report review.
- k. Review of plat maps of the area.
- l. Determine property's proximity to schools, markets, police/fire station(s), industrial zoning, etc.
- m. Review of applicable zoning ordinances.
- n. Confirm all necessary permits for property improvements have been obtained.
- o. Assistance in arranging financing.
- p. Market analysis for resale of the property. [See ft Form 318]
- q. _____
- r. _____
- s. _____
- t. _____
- u. _____
- v. _____
- w. _____

4. GENERAL PROVISIONS:

- 4.1 Buyer acknowledges receipt of the Agency Law Disclosure. [See ft Form 305]
- 4.2 Buyer authorizes Broker to cooperate with other brokers and divide with them any compensation due.
- 4.3 Before any party to this agreement files an action on a dispute arising out of this agreement which remains unresolved after 30 days of informal negotiations, the parties agree to enter into non-binding mediation administered by a neutral dispute resolution organization and undertake a good faith effort during mediation to settle the dispute.
- 4.4 The prevailing party in any action on a dispute will be entitled to attorney fees and costs, unless they file an action without first offering to enter into mediation to resolve the dispute.
- 4.5 This agreement will be governed by California law.

5. 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 Client and Broker.

- 5.1 Buyer agrees to pay Broker _____% of the purchase price, or _____, IF:
 - a. Buyer, or any person acting on Buyer's behalf, purchases, leases, exchanges for or obtains a purchase option on the property sought under this agreement during the retainer period.
 - b. Buyer terminates this employment of Broker during the retainer period.
 - c. If within one year after termination of this agreement Buyer enters into negotiations which result in Buyer's acquisition of an interest in the property, any fee previously received under §5.3 is to be credited to the fee owed under this subsection.
- 5.2 Buyer's obligation to pay Broker a brokerage fee is extinguished on Broker's acceptance of a fee from Seller or Seller's Broker on acquisition of the property by Buyer.
- 5.3 In the event this agreement terminates without Broker receiving a fee under §5.1 or §5.2, Buyer to pay Broker:
 - a. the sum of \$ _____ per hour of time accounted for by Broker, not to exceed \$ _____; or
 - b. the sum of \$ _____ in the event Buyer acquires no interest in the property prior to the termination of this employment.

6. _____

I agree to render services on the terms stated above.

Date: _____, 20____
Buyer's Broker: _____
Broker's CalBRE #: _____
Buyer's Agent: _____
Agent's CalBRE #: _____

Signature: _____
Address: _____

Phone: _____ Cell: _____
Email: _____

I agree to employ Broker on the terms stated above.

See attached Signature Page Addendum. [ft Form 251]
Date: _____, 20____
Buyer's Name: _____

Signature: _____
Buyer's Name: _____

Signature: _____
Address: _____

Phone: _____ Cell: _____
Email: _____