



# SELLER'S LISTING AGREEMENT

Exclusive Right to Sell, Exchange or Option – With Shortsale Contingency

Prepared by: Agent \_\_\_\_\_ Phone \_\_\_\_\_  
Broker \_\_\_\_\_ Email \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

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 listing period beginning on \_\_\_\_\_, 20\_\_\_\_ and terminating on \_\_\_\_\_, 20\_\_\_\_.
- 1.2 Broker agrees to use diligence in the performance of this employment.

## 2. SELLER'S DEPOSIT:

- 2.1 Seller hands \$\_\_\_\_\_ to Broker for deposit into Broker's trust account for application to Seller's obligations under the attached Listing Package Cost Sheet. [See ft Form 107]

## 3. 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.**

- 3.1 Seller agrees to pay Broker \_\_\_\_\_ of the price sought or obtained, IF:
  - a. Anyone procures a buyer, exchanger or optionee on the terms stated in this agreement or on any other terms accepted by Seller during the period of the listing;
  - b. The property is withdrawn from sale, transferred or leased without Broker's consent, which will not be unreasonably withheld, or otherwise made unmarketable by Seller during the period of the listing;
  - c. Seller terminates this employment of Broker during the period of the listing; or
  - d. Within one year after termination of this agreement, Seller or his agent enter into negotiations, which later result in a transaction contemplated by this agreement, with a prospective buyer whom Broker or a cooperating broker negotiated with during the period of this listing. Broker to identify prospective buyers by written notice delivered personally or electronically, or mailed to Seller within 21 days after termination of this agreement. [See ft Form 122]
- 3.2 Should Seller acquire replacement property in a transaction in which Broker negotiates, Seller to further compensate Broker on acquisition of the replacement property based on the fee amount stated in §3.1.
- 3.3 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 \$\_\_\_\_\_.

## 4. GENERAL PROVISIONS:

- 4.1 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.
- 4.2 Seller authorizes Broker to cooperate with other brokers and divide with them any compensation due.
- 4.3 Broker is authorized to accept, on behalf of any buyer, an offer and deposit.
- 4.4 Offers to purchase received by Broker may be submitted to Seller personally or electronically, or by USPS postage-prepaid mail.
- 4.5 Broker may have or will contract to list comparable properties or represent Buyers seeking comparable properties during the listing period. Thus, a conflict of interest exists to the extent Broker's time is required to fulfill the fiduciary duty owed to others he now does or will represent.
- 4.6 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.
- 4.7 The prevailing party in any action on a dispute shall be entitled to attorney fees and costs, unless they file an action without first offering to enter into mediation to resolve the dispute.
- 4.8 This listing agreement will be governed by California law.

## 5. SHORT PAYOFF CONDITIONS:

- 5.1 Owner will first qualify with the mortgage Lender(s) for a discounted payoff of the loan and reconveyance of the trust deed on a sale of the home at which time Broker will begin marketing the property in search of a Buyer.

**6. REAL ESTATE:**

- 6.1 Type \_\_\_\_\_  
 Referred to as \_\_\_\_\_  
 Vesting \_\_\_\_\_
- 6.2 Encumbrances of record:
- a. A first loan in the amount of \$ \_\_\_\_\_, payable \$ \_\_\_\_\_ per month until paid, including interest at \_\_\_\_\_%,  ARM, type \_\_\_\_\_, impounds being \$ \_\_\_\_\_ monthly.  
 Lender \_\_\_\_\_
- b. A second loan in the amount of \$ \_\_\_\_\_, payable \$ \_\_\_\_\_ per month, including interest at \_\_\_\_\_%, due \_\_\_\_\_, 20\_\_\_\_\_.  
 Lender \_\_\_\_\_
- c. Other encumbrance, bond, assessment or lien in the amount of \$ \_\_\_\_\_.  
 Description of debt \_\_\_\_\_.

**7. PERSONAL PROPERTY INCLUDED:**

- 7.1 Referred to as \_\_\_\_\_
- 7.2 Encumbered for the amount of \$ \_\_\_\_\_, payable \$ \_\_\_\_\_ monthly, including interest at \_\_\_\_\_%, due \_\_\_\_\_, 20\_\_\_\_\_.  
 Lender \_\_\_\_\_

**8. ADDENDA attached to this agreement regarding the listing package include:**

- a.  Agency Law Disclosure (mandated on one-to-four residential units) [See **ft** Form 305]
- b.  Federal Residency Declarations [See **ft** Form 301]
- c.  Condition of Property Disclosure. [See **ft** Form 304] Solar Shade Control Notices sent or received by Seller to be handed to Buyer on acceptance.
- d.  Ordinance Compliance [See **ft** Form 307]
- e.  Natural Hazard Disclosure Statement [See **ft** Form 314]
- f.  Lead-Based Paint Disclosure [See **ft** Form 313]
- g.  Residential Earthquake Hazards Report [See **ft** Form 315]
- h.  Annual Property Operating Data Sheet [See **ft** Form 352, or **ft** Forms 562 and 381 for a SFR]
- i.  MLS property profile
- j.  Listing Package Cost Sheet [See **ft** Form 107] (See also §2.1)
- k.  Seller's Neighborhood Security Disclosure [See **ft** Form 321]
- l.  Right to Enter and Exhibit Unit to Buyers [See **ft** Form 116]
- m.  \_\_\_\_\_
- 8.1 Additional addenda not part of the listing package include:
- a.  Seller's Net Sheet [See **ft** Form 310]
- b.  Work Authorization [See **ft** Form 108] (See also §§2.1 and 8.2)
- c.  \_\_\_\_\_

**9. SALE TERMS:**

- 9.1 Price sought is \$ \_\_\_\_\_, payable:
- a.  In cash, or cash to a new loan obtained by Buyer;
- b.  Cash to the existing loan(s) and Buyer to assume the loan(s) with Lender(s);
- c.  Cash down payment of no less than \$ \_\_\_\_\_. Buyer to assume the existing loan(s) with Lender(s) in the amount of \$ \_\_\_\_\_, and execute a \$ \_\_\_\_\_ note and trust deed to Seller bearing \_\_\_\_\_% interest with monthly amortization over \_\_\_\_\_ years, all due \_\_\_\_\_, 20\_\_\_\_\_.
- 9.2 Seller agrees to pay for the following costs on a sale:  
 (See also §§2.1, 7j and 7.1b)
- a.  Property inspection report
- b.  Natural hazard disclosure report
- c.  Pest control clearance
- d.  CLTA title insurance
- e.  FHA/VA appraisal fee
- f.  Non-recurring loan costs of Buyer
- g.  Home warranty policy
- h.  Smoke detector and water heater anchor installation

