

# BUYER'S LISTING AGREEMENT

Exclusive Right to Buy, Lease or Option

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 to locate real property of the type described below and to 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.

2.2  See attached Agency Law Disclosure. [ft Form 305]

## 3. BUYER'S DEPOSIT:

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

- a.  Advance Fee Addendum [ft Form 106]
- b.  Listing Package Cost Sheet [ft Form 107]

## 4. GENERAL PROVISIONS:

4.1 In any action to enforce this agreement, the prevailing party shall receive attorney fees.

4.2 Buyer authorizes Broker to cooperate with other brokers and divide with them any compensation due.

4.3 This agreement will be governed by California law.

## 5. BROKERAGE FEE:

**NOTICE: The amount or rate of real estate fees are 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 of the property sought, IF:

- a. Buyer, or any person acting on Buyer's behalf, purchases, leases, exchanges for or obtains a purchase option on real property sought under this agreement during the retainer period.
- b. Buyer terminates this employment of the Broker during the listing period.
- c. Within one year after termination of this agreement, Buyer enters into negotiations which result in Buyer's acquisition of an interest in any property Broker has solicited information on or negotiated with its owner, directly or indirectly, on behalf of Buyer prior to this agreement's termination. Broker to identify prospective properties by written notice to Buyer within 21 days after termination. [ft Form 123]

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 of property acquired 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 the sum of \$\_\_\_\_\_ per hour of time accounted for by Broker, not to exceed \$\_\_\_\_\_.

## 6. TYPE OF PROPERTY SOUGHT:

GENERAL DESCRIPTION: \_\_\_\_\_

SIZE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

PRICE RANGE AND TERMS: \_\_\_\_\_

I agree to render services on the terms stated above.

Date: \_\_\_\_\_, 20\_\_\_\_

Buyer's Broker: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

I agree to employ Broker on the terms stated above.

Date: \_\_\_\_\_, 20\_\_\_\_

Buyer's Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_