

	Prepared:
1. E	XCLUSIVE RIGHT TO SELL: ("Seller"
he	ereby employs and grants ("Broker")
be	ereby employs and grants ("Broker") eginning (date) and ending at 11:59 P.M. on (date) ("Listing Period"
th	e exclusive and irrevocable right to sell or exchange the real property described as
	, situated in (City)
	e exclusive and irrevocable right to sell or exchange the real property described as
	This Property is a manufactured (mobile) home. See addendum for additional terms.
	This Property is being sold as part of a probate, conservatorship or guardianship. See addendum for additional terms.
2 11	STING PRICE AND TERMS:
	The listing price shall be:
^	. The listing price shall be:
В	Listing Terms:
3 C	OMPENSATION TO BROKER:
	otice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and
	ay be negotiable between Seller and Broker (real estate commissions include all compensation and fees to Broker).
A	Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either percen of the listing price (or if a purchase agreement is entered into, of the purchase price), or\$, as follows:
	of the listing price (of it a purchase agreement is entered into, of the purchase price), of
	AND , 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.)
O	R (2) If within calendar days (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 broke
	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 3A(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.
0	R (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.
В	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 3A shall be payable only if and when Seller collects damages by suit, arbitration, settlement o
	otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after firs
	deducting title and escrow expenses and the expenses of collection, if any.
С	In addition, Seller agrees to pay Broker:
	Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.
	(1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS"
	by offering to MLS brokers out of Broker's compensation specified in 3A, either percent of the
	purchase price, or \Bigcap \$
	(2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.
F	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 3A, to any escrow regarding the Property
	involving Seller and a buyer, Prospective Buyer or other transferee.
E	(1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property,
	unless specified as follows:
	(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 following individuals or entities:
	(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.
1. 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.
	ADDITIONAL ITEMS EXCLUDED:
	ADDITIONAL ITEMS INCLUDED:
	Seller's Initials ( ) ( )



Pr	roperty Address: Date:
	Seller intends that the above items be excluded or included 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. (1) Leased Items: The following items are leased:
	Solar power system Alarm system Propane tank Water Softener Other
	(2) Liened Items: The following items have been financed and a lien has been placed on the Property to secure payment:  Solar power system  Windows or doors  Heating/Ventilation/Air conditioning system  Other
	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 liened item.
	MULTIPLE LISTING SERVICE:
A.	Broker is a participant/subscriber to Multiple Listing Service (MLS) and possibly others. Unless otherwise instructed in writing the Property will be listed with the MLS(s) specified above. That MLS is (or if checkedis not) the primary MLS for the geographic area of the Property. All terms of the transaction, including sales price and financing, if applicable, (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.
	BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS
es cc ot M to	THAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real state agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and onditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to her brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the LS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the LS. The MLS may further transmit listing information to Internet sites that post property listings online.
	XPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and rokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS.
re lis m	LOSED/PRIVATE LISTING CLUBS OR GROUPS: Closed or private listing clubs or groups are not the same as the MLS. The MLS ferred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed sting clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a ore limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private etwork - and excluding it from the MLS - is advantageous or disadvantageous to a seller, and why, should be discussed with the agent king the Seller's listing.
Pr	<b>OT LISTING PROPERTY IN A LOCAL MLS:</b> If the Property is listed in an MLS which does not cover the geographic area where the roperty is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the eighborhood, may not be aware the Property is for sale.
es Se In be	PTING OUT OF MLS: If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (a) real state agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that eller's Property is offered for sale; (b) Information about Seller's Property will not be transmitted from the MLS to various real estate ternet sites that are used by the public to search for property listings; (c) real estate agents, brokers and members of the public may e unaware of the terms and conditions under which Seller is marketing the Property.  EDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the ales price.
PI	RESENTING ALL OFFERS: Seller understands that Broker must present all offers received for Seller's Property unless Seller gives roker written instructions to the contrary.
	Seller's Initials ()()         Broker's/agent's Initials ()()
	Seller's filtitals (
В.	. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 2 days or some other period of time after all necessary signatures have been obtained on the listing agreement. Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS an appropriate form signed by Seller.  Seller elects to exclude the Property from the MLS as provided by C.A.R. Form SELM or the local equivalent form.
	` <del></del> /` <del></del> /



Pr	operty Address:	Date:
C.	·	LS to additional Internet sites unless Broker gives the MLS instructions to
	•	w opt-out instructions to be effective, Seller must make them on a separate that can be excluded from the Internet as permitted by (or in accordance
	with) the MLS is as follows:	
	(1) Property Availability: Seller can instruct Broker to have	
	(2) Property Address: Seller can instruct Broker to have the Seller understands that the above opt-outs would mean co	onsumers searching for listings on the Internet may not see the Property c
	Property's address in response to their search.	should be determined for houngs on the intermet may her ede the riteparty of
	(3) Feature Opt-Outs: Seller can instruct Broker to adv	vise the MLS that Seller does not want visitors to MLS Participant of
		the Property listing to have the features below. Seller understands (i) that
		plays of MLS Participants and Subscribers who are real estate broker and may not have the features set forth herein; and (iii) that neither
	Broker nor the MLS may have the ability to control or block	
		ents or reviews about the Property on those sites; or the ability to link to
	another site containing such comments or reviews if the lin	
		n automated estimate of value or to link to another site containing such a
	features as provided by C.A.R. Form SELI or the local equ	with the Property display.  Seller elects to opt out of certain Interne
6.		unless otherwise specified in writing, Seller is unaware of: (i) any Notice o
		amounts due under any loan secured by, or other obligation affecting, the
		eeding affecting the Property; (iv) any litigation, arbitration, administrative
		eatened action that affects or may affect the Property or Seller's ability to
	writing if Seller becomes aware of any of these items durin	ial assessments affecting the Property. Seller shall promptly notify Broker in the Listing Period or any extension thereof
7.	BROKER'S AND SELLER'S DUTIES:	ing the Library 1 chied of any extension thereon.
		diligence to achieve the purposes of this Agreement. Unless Seller give
		authorized, but not required, to (i) order reports and disclosures including
		nd market the Property by any method and in any medium selected be ttent permitted by these media, control the dissemination of the information.
		I estate licensee making an inquiry the receipt of any offers on the Propert
	and the offering price of such offers.	
		and to act in good faith to accomplish the sale of the Property by, among
		ng at reasonable times and, subject to paragraph 3F, referring to Broker a is responsible for determining at what price to list and sell the Property.
		) Days of the beginning date of this Agreement, to pay for the following
	pre-sale reports: Structural Pest Control	eneral Property Inspection  Homeowners Association Document
	Other	
		roker harmless from all claims, disputes, litigation, judgments attorney fee formation supplied by Seller, or from any material facts that Seller know
	but fails to disclose.	iornation supplied by Seller, or from any material facts that Seller know
8.	<b>DEPOSIT:</b> Broker is authorized to accept and hold on Selle	ller's behalf any deposits to be applied toward the purchase price.
9.	AGENCY RELATIONSHIPS:	
		sclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD). any resulting transaction, except as specified in paragraph 3F.
		he circumstances, it may be necessary or appropriate for Broker to act a
	an agent for both Seller and buyer, exchange party,	y, or one or more additional parties ("Buyer"). Broker shall, as soon a
		a dual agent representing both Seller and Buyer. If a Buyer is procure
		firm, Seller hereby consents to Broker acting as a dual agent for Seller and secrets to Broker collecting components to Broker collecting components to Broker action for services.
		sents to Broker collecting compensation from additional parties for service of such agency and compensation. Seller understands and agrees that: (
		not disclose to Buyer that Seller is willing to sell the Property at a price les
	than the listing price; (ii) Broker, without the prior written	en consent of Buyer, will not disclose to Seller that Buyer is willing to pay
		for (i) and (ii) above, a dual agent is obligated to disclose known fact
	materially affecting the value or desirability of the Property includes residential pro-	perty to both parties. Toperty with one-to-four dwelling units, Broker shall confirm the agenc
		g, prior to or concurrent with Seller's execution of a purchase agreement.
		derstands that Broker may have or obtain listings on other properties, and
		or purchase through Broker, property the same as or similar to Seller'
		of sellers and buyers of other properties before, during and after the end of
	this Agreement. Seller acknowledges receipt of a X Processing (C.A.R. Form PRBS).	Possible Representation of More than One Buyer or Seller - Disclosure and
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		Oallanda Jailfala /
		Seller's Initials ( ) ()



	<b>SECURITY AND INSURANCE:</b> 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. <b>PHOTOGRAPHS AND INTERNET ADVERTISING:</b>
	A. In order to effectively market the Property for sale it is often necessary to provide photographs, virtual tours and other media to buyers. Seller agrees (orchecked, does not agree) that Broker 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 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 and agrees that such Images are the property of Broker and that Broker may use such Images for advertising, including post sale and for Broker'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) 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.
12.	<b>KEYSAFE/LOCKBOX:</b> 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. 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. Seller does (or if checkeddoes not) authorize Broker to install a keysafe/lockbox. 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).
14. 15.	SIGN: Seller does (or if checked does not) authorize Broker to install a FOR SALE/SOLD sign on the Property.  EQUAL HOUSING OPPORTUNITY: The Property is offered in compliance with federal, state and local anti-discrimination laws.  ATTORNEY FEES: In any action, proceeding or arbitration between Seller and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Seller or Broker, except as provided in paragraph 19A.
16	ADDITIONAL TERMS: REO Advisory Listing (C.A.R. Form REOL) Short Sale Information and Advisory (C.A.R. Form SSIA)  Trust Advisory (C.A.R. Form TAL)
	<b>MANAGEMENT APPROVAL:</b> 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 <b>5 Days</b> After its execution.
	SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon Seller and Seller's successors and assigns.
19	<ul> <li>A. MEDIATION: Seller and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any 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 that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 19C.</li> <li>B. ARBITRATION OF DISPUTES:</li> </ul>
	Seller and Broker agree that any dispute or claim in Law or equity arising between them regarding the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery

Seller's Initials ( \_\_\_\_\_\_) ( \_\_\_\_\_)

Date:

Property Address:

in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal

Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 19C.

JUDICIAL RIGHTS TO 'ARBITRATION OF DI PROVISION, YOU MA CIVIL PROCEDURE. Y "WE HAVE READ	ALIFORNIA LAW AN IN A COURT OR JUID DISCOVERY AND SPUTES' PROVISION AY BE COMPELLED OUR AGREEMENT AND UNDERSTAND	ID YOU ARE GIVING UP AIRY TRIAL. BY INITIALING IN APPEAL, UNLESS THOSE IN IF YOU REFUSE TO SUB TO ARBITRATE UNDER TO THIS ARBITRATION PRODUCES THE FOREGOING AND AG	ROVISION DECIDED BY NE NY RIGHTS YOU MIGHT PO N THE SPACE BELOW YOU E RIGHTS ARE SPECIFICAL MIT TO ARBITRATION AFTE THE AUTHORITY OF THE C	SSESS TO HAVE THE ARE GIVING UP YOUR LY INCLUDED IN THE R AGREEING TO THIS ALIFORNIA CODE OF ARISING OUT OF THE
	Seller's	s Initials/	Broker's/agent's Initia	ls/
arbitration: (i) a judici installment land sale enforcement of a me bankruptcy court. The attachment, receivers mediation and arbitra  20. ENTIRE AGREEMENT: A this Agreement are supers their agreement, and may provision of this Agreement effect. This Agreement and counterparts.  21. OWNERSHIP, TITLE AND have title to the Property; ownership, title and author	al or non-judicial for a contract as define chanic's lien; and the filing of a court ship, injunction, or a tion provisions.  Il prior discussions, needed by this Agreement not be contradicted in the held to be ineffed any supplement, and and (iii) Seller has the tity are as follows:  ACITY: This Listing A	eclosure or other action or ed in Civil Code §2985; (iv) any matter that is with action to enable the record other provisional remedies regotiations and agreements and the entire by evidence of any prior agreetive or invalid, the remaining dendum or modification, inclusive authority to both execute Agreement is being signed for the entire to the enti	re contract and a complete and reement or contemporaneous ag provisions will nevertheless uding any photocopy or facsing owner of the Property; (ii) no this Agreement and sell the cor Seller by an individual act	d of trust, mortgage or tion; (iii) the filing or obate, small claims or or g action, for order of ver or violation of the mg the subject matter of d exclusive expression of s oral agreement. If any is be given full force and nile, may be executed in other persons or entities Property. Exceptions to
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initials of the representative id representative capacity for the the entity for which the indiv Agreement, evidence of authocourt order, power of attorney, By signing below, Seller ack Agreement.  Seller  Address Telephone Seller Address Telephone Telephone	entified in the RCSD e entity described and idual is signing alrea ity to act (such as bi resolution, or formation knowledges that Sel  Fax  Fax  Tel.  Tel.	appear on this Agreement or I not in an individual capacity ady exists and (ii) shall Deliut not limited to: applicable tron documents of the business ler has read, understands,  City E-mail  City E-mail  City E-mail	any related documents, it share, unless otherwise indicated. Ever to Broker, within 3 Days ust document, or portion there is entity).  received a copy of and agreed according to the company of the company of the copy of and agreed according to the copy of according to	all be deemed to be in a Seller (i) represents that After Execution of this eof, letters testamentary, es to the terms of thisZipZipZipZipZipZipZoteDateDate



Date:

Property Address: