

# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

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IN CALIFORNIA ONLY

Real Estate Forms  
Since 1966



The undersigned Owner irrevocably GRANTS the undersigned Broker the EXCLUSIVE AUTHORIZATION and RIGHT, for a period commencing (date) \_\_\_\_\_, and terminating at midnight (date) \_\_\_\_\_, to sell or exchange the real property known as \_\_\_\_\_

Assessor's Parcel No. \_\_\_\_\_ Street Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_ ("Property").

**TERMS OF SALE:** The listing price will be: \$ \_\_\_\_\_ ( \_\_\_\_\_ dollars), payable on the following terms:

\_\_\_\_\_ or on such other price and terms acceptable to Owner.

Owner agrees to transfer the following personal property, included in the above price, by a Bill of Sale in favor of buyer at close of escrow: \_\_\_\_\_

**NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between the Seller and Broker.**

**1. COMPENSATION TO BROKER.** Owner agrees to pay Broker as compensation for services rendered a fee of \_\_\_\_\_ percent of the purchase price (or listing price if there is no purchase), plus \$ \_\_\_\_\_ for \_\_\_\_\_ provided that:

- Broker procures a buyer who offers to purchase the property during the above time period, or any written extension, on the terms specified or on any other terms acceptable to Owner.
- The property is sold, exchanged, or otherwise transferred during the above listing period, or any written extension, by Owner, or through any other source.
- The property is withdrawn from sale, or transferred, conveyed, or leased without the consent of Broker, or made unmarketable by Owner's voluntary act during the above listing period.
- An agreement to sell or exchange the property is made by Owner **within ninety (90) days** after the termination of this Agreement to persons with whom Broker has had negotiations during the listing period; provided that the names of such persons are submitted in writing to the Owner prior to the Owner entering into a new listing agreement with another broker or **within five (5) days** after the termination of this Agreement, whichever occurs first. Presentation of a written offer during the term of the listing constitutes sufficient notice of such persons. It is understood that if Owner is obligated to pay a commission to a prior broker under this protection clause, Broker under this Listing Agreement is not acting as the agent of the Owner in such a transaction and is not entitled to compensation.

**2. AGENCY.** Broker is authorized to cooperate with other brokers in the marketing and sale or exchange of the property and may divide the above compensation with the other brokers in any manner acceptable to them. It is understood that Broker is acting as the agent for the Owner. It may also be appropriate for the Broker to act as agent for a prospective buyer, or a party to a proposed exchange. In such event, Broker will, as soon as practicable, disclose the proposed dual agency relationship to the Owner and obtain the Owner's consent as required by law. Owner has been provided with any required statutory disclosures regarding agency relationships.

**3. OWNER'S OBLIGATIONS AND WARRANTIES.**

- Owner agrees to make available to Broker and prospective buyers all data, records, and documents pertaining to the property.
- Owner agrees to allow Broker and cooperating brokers to show the property at reasonable times and upon reasonable notice.
- Owner agrees not to obstruct the Broker's performance in any way.
- In the event of a sale, Owner will promptly deposit in escrow all instruments necessary to complete the sale.
- In the event of a sale, Owner agrees to and does hereby irrevocably assign to Broker compensation as provided above from Owner's proceeds **at close of escrow**. If Owner receives liquidated or other damages upon default by Buyer, Owner agrees to pay Broker the lesser of the amounts provided for above or one half of the damages after deducting costs of collection, including reasonable attorney fees. The commission will also be payable upon any default by Owner, or the mutual rescission by Buyer and Owner which prevents completion of the purchase.
- In the event Owner has signed a REAL ESTATE TRANSFER DISCLOSURE STATEMENT or supplements, Broker is authorized to furnish copies to potential buyers.
- Owner warrants the accuracy of the information furnished with respect to the property and agrees to hold the Broker harmless from any liability or damage arising out of incorrect or undisclosed information.
- Owner agrees to notify Broker **within seven (7) days** of any changes in rentals, expenses, or other material aspects of the property.
- Owner warrants that he or she is the owner of record of the property or has the written authority to execute this Agreement on behalf of the owner(s) of record.
- Owner warrants that he or she has not entered into any other brokerage agreement in force granting an exclusive agency to another broker, except as may be subject to the protection clause set forth in 1(d). If checked , a list of the names of persons registered by the prior broker is attached hereto.

Owner [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] and Broker [ \_\_\_\_\_ ] [ \_\_\_\_\_ ] have read this page

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

reason against a party or a party's attorney. In the event such error is claimed, the applicable sanctions may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. A prevailing party will also be entitled to an action for malicious prosecution if the elements of such cause of action are met.

The following matters are excluded from arbitration: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or real property sales contract as defined in Civil Code § 2985; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court, or small claims court; or (e) an action for bodily injury or wrongful death. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, will not constitute a waiver of the right to arbitrate under this provision.

**NOTICE: BY INITIALING IN THE ("AGREE") SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN COURT OR JURY TRIAL. BY INITIALING IN THE ["AGREE"] SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.**

**WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.**

[ ] [ ] Owner agrees [ ] [ ] Owner does not agree

[ ] [ ] Broker agrees [ ] [ ] Broker does not agree

**10. ATTORNEY FEES.** In any action, arbitration or proceeding, to recover compensation as provided in this Agreement, the prevailing party will be entitled to recover reasonable attorney fees, expert witness fees, and costs to be determined by the court or arbitrator(s).

**11. ADDITIONAL TERMS AND CONDITIONS.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. ENTIRE AGREEMENT.** This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth. All modifications must be in writing signed and dated by both parties. **Owner acknowledges that he or she has not relied on any statements of the real estate Agent or Broker which are not expressed in this Agreement.**

**13. PROVISIONS TO BE INITIALED.** The following items must be "agreed to" by both parties to be binding on either party. **Item 8. MEDIATION Item 9. ARBITRATION**

**LIMITATION OF AGENCY: Real estate brokers and agents are not qualified to give legal, tax, accounting, or insurance advice. For these questions, you should consult with your attorney, accountant, or insurance broker.**

**Owner acknowledges receipt of a copy of this Agreement.**

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Broker \_\_\_\_\_

By (Agent) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

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Rev. by \_\_\_\_\_  
Date \_\_\_\_\_

