



**PRDS® EXCLUSIVE AUTHORIZATION
AND RIGHT TO SELL (Page 1 of 3)**



1. **EXCLUSIVE RIGHT TO SELL:** _____ (“**Seller**”) hereby employs _____ (“**Broker**”), granting to Broker the exclusive and irrevocable right, beginning on _____ (Date), and expiring at 11:59 P.M. on _____ (Date), to sell or exchange the real property located at _____
City of _____, County of _____, CA (“**Property**”).
This agreement (“**Listing Agreement**”) establishes and adopts the price (“**List Price**”), set forth in Paragraph 2, below, at which the Property shall be marketed by Broker and shall include such extensions or other modifications hereto as agreed to in writing. (A real estate broker is the person qualified to advise on real estate. If you desire legal or tax advice, consult an appropriate professional.)

2. **LIST PRICE:** _____ (\$_____).

3. **AGENCY AUTHORIZATION:** Seller authorizes Broker to act through any of its agents as a dual agent, to introduce a Buyer to the Property, and to represent both Buyer and Seller in the transaction. Seller also authorizes Broker to cooperate with other brokers, who will not be sub-agents of Seller. Seller acknowledges receipt of the “Disclosure Regarding Real Estate Agency Relationships.”

4. **MARKETING; DISSEMINATION OF SALE/LISTING INFORMATION:**
 - a) Within 48 hours of execution of this Listing Agreement by all parties, the listing information contained herein shall be provided to the Multiple Listing Service (“MLS”) to be published and disseminated to its participants.
 - b) Broker agrees to act diligently to achieve the purposes of this Listing Agreement, and is authorized to advertise and market the Property in any medium selected by Broker (e.g., Internet), unless otherwise instructed in writing by Seller.
 - c) Broker is authorized (in accordance with applicable MLS rules and regulations) to report the sale, all status changes (including, but not limited to, cancellation, withdrawal and expiration) and, upon close of escrow, sale price, terms and financing for the publication, dissemination and use by, and information of, MLS Participants.

5. **AUTHORIZATION REGARDING SIGNAGE, LOCKBOX; ADVISORY REGARDING “SHOES OFF AT PREMISES” REQUIREMENTS; ORDERING OF REPORTS:**
 - a) **SIGNAGE:** Broker is authorized to place a “FOR SALE” sign on the Property unless Seller initials the following “NO SIGNAGE” space, in which case signage will not be utilized. **NO SIGNAGE** _____/_____.
 - b) **LOCKBOX:** A lockbox is a lockable container designed for on-site storage of a key to the premises so as to permit convenient showings of the Property by other agents who are members of the MLS. If the Property is tenant-occupied, Seller must obtain tenants’ written permission for use of a lockbox. Broker is authorized to place a lockbox at the Property unless Seller initials the following “NO LOCKBOX” space, in which case a lockbox will not be utilized. **NO LOCKBOX:** _____/_____.
 - c) **ADVISORY REGARDING “SHOES OFF AT PREMISES” REQUIREMENT; AGREEMENT TO HOLD HARMLESS, INDEMNIFY AND DEFEND:** For important risk management reasons, Broker strongly recommends that Seller not require business invitees and other visitors to the Property to enter the premises in stocking feet only or to use disposable shoe coverings. If Seller nevertheless insists on the imposition of such a requirement, Seller agrees to first read, execute and deliver to Broker the form entitled "Premises Liability Advisory Regarding “Shoes Off” Requirements; Agreement to Hold Harmless, Indemnify and Defend.”
 - d) **REPORTS AND DOCUMENTS:** Seller agrees to pay for, and authorizes Broker to order, a Natural Hazard Disclosure Report (including environmental risk report and tax data report) and the following, as checked:

<input type="checkbox"/> Preliminary [title] report	<input type="checkbox"/> Roof inspection report	<input type="checkbox"/> Homeowners’ Association documents
<input type="checkbox"/> Property inspection report	<input type="checkbox"/> Chimney inspection report	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Structural pest inspection report	<input type="checkbox"/> Sewer/septic inspection report	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Pool inspection report	<input type="checkbox"/> Building permit search	<input type="checkbox"/> Other: _____

6. **SELLER DISCLOSURES;** Seller shall promptly complete and provide all property-related disclosures required either by statute or by way of purchase contract, such as the Transfer Disclosure Statement, PRDS® Supplemental Seller’s Checklist, Lead-based paint disclosure, Earthquake Hazards Report (“Questionnaire”) and Natural Hazard Disclosure Statement. Seller agrees to save and hold Broker harmless from all claims, disputes, litigation and judgments arising from any incorrect information supplied by Seller, and from any material fact known by Seller which Seller fails to disclose. As applicable, Seller shall provide to Buyer all legally required Homeowners’ Association and common interest development information.

Seller’s Initials: (_____) (_____)

Property: _____ Date: _____

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7. **TAX WITHHOLDING DECLARATIONS:** Seller also agrees to complete and execute a currently valid form affidavit (commonly referred to as “FIRPTA”) setting forth Seller’s citizenship status and exempt/non-exempt status for purposes of both federal and California state tax withholding attributable to the subject transaction. Seller acknowledges that Broker claims no expertise regarding taxes, tax exemption status or the completion of the FIRPTA form; Seller is advised to consult a CPA or attorney regarding this and any other tax issues. Upon acceptance of an offer to purchase the Property, Seller also authorizes Broker to provide to the buyer a fully completed FIRPTA form (including Social Security Number(s)) in time to close the escrow.
8. **SECURITY AND PREMISES LIABILITY; INSURANCE:** Seller acknowledges that brokers, agents, prospective buyers, property inspection professionals and other business invitees are likely to visit and enter the Property at various times, including broker tours, open houses, agent showings, property inspections, and at other times and on other occasions during which neither Seller nor Broker is able to monitor such visits. Accordingly, Seller is strongly advised to secure and safeguard valuables from loss, damage and theft. Seller is further advised to keep the premises free and clear of debris and such personal belongings and other items that might pose a risk of injury (from, e.g., slip and fall), and to make certain that steps, walkways and other foot traffic areas are reasonably safe. Seller acknowledges that Broker does not have expertise in the area of premises liability and casualty and agrees to hold Broker harmless as to any loss or injury in regard thereto. Seller is expressly advised to consult insurance professionals in regard to the foregoing.
9. **HOME PROTECTION PLAN:** Home protection plans provide relatively low-cost insurance coverage for specified home appliances and systems (e.g. furnace, water heater, etc.) that fail during certain time periods surrounding the transaction. Coverage periods that range from inception of the listing period to well after transfer of title are typically available, as is a variety of different coverage features (e.g., roof, pool, etc.) and premium costs, depending on the individual plan. When put in place, home protections plans often fund repair or replacement costs (subject to a service charge) for items and issues that might otherwise have led to a claim against Seller, or otherwise have resulted in an expensive loss. If checked, Seller agrees to pay for, and authorizes Broker to order, a Home Protection Plan (Buyer’s Coverage) Home Protection Plan (Seller’s Coverage) at a cost not to exceed \$_____.
10. **COMPENSATION TO BROKER: NOTICE: The amount or rate of real estate brokerage fees is not fixed by law. They are set by each Broker individually and may be negotiable between the Seller and Broker.**
- a) Seller shall pay to Broker _____ percent (_____%) of the sales price (or an amount of \$_____) (“**Brokerage Fee**”) if Property is sold by Broker, Seller, or any other person during the term (or any extension thereof) of the Listing Agreement.
 - b) Broker shall offer, through the MLS, compensation to cooperating brokers in the amount of _____ percent (_____%) of the sales price (or an amount of \$_____), payable from said Brokerage Fee.
 - c) In the event Property is withdrawn from sale, transferred, conveyed, leased, or rented without the consent of Broker, or otherwise made unmarketable by Seller’s voluntary act, during the term (or any extension thereof) of the Listing Agreement, the Brokerage Fee as calculated from the List Price (or the dollar amount entered in Paragraph 10(a)), shall immediately become due and payable to Broker.
 - d) Seller shall pay to Broker the compensation provided in Paragraph 10(a) if Property is sold, conveyed or otherwise transferred within 90 or _____ calendar days (“**Protection Period**”) after the termination of this Listing Agreement to anyone with whom Broker, or a cooperating broker, has had contact with prior to termination, provided Seller has been given written notice of the names of such prospective purchasers no later than 10 or _____ calendar days after termination of this Listing Agreement. Seller shall not, however, be obligated to pay the compensation provided for in Paragraph 10(a) in the event a valid listing agreement is entered into during said Protection Period with any other licensed real estate salesperson.
 - e) Seller shall execute and deliver an escrow instruction irrevocably assigning to Broker, from Seller’s proceeds, the Brokerage Fees as provided for herein.
11. **MEDIATION OF DISPUTES:** Seller and Broker (collectively “**Parties**”) agree to mediate any dispute between them arising out of this Listing Agreement prior to any court action or arbitration. Mediation is a non-binding process in which Parties to a dispute meet with a neutral mediator (selected by the Parties) who will try to work out a mutually acceptable resolution. The mediator does not impose a settlement on the Parties. If the Parties cannot agree on a mediator, the Superior Court shall appoint a mediator. The mediator may conduct more than one session and mediation fees shall be paid equally by participating Parties. Matters excluded from arbitration (Para. 12(b)) are also excluded from mediation.
12. **ARBITRATION OF DISPUTES:**
- a) **Explanation:** Arbitration is a private dispute resolution process in which Parties (by themselves or through their attorneys) submit disputes to a neutral arbitrator who is charged with rendering a fair and impartial decision as to all issues presented. When arbitration is selected, the Parties give up their rights to trial by judge or jury and to full and formal court process. Basic discovery rights (e.g., depositions, document production) are provided for under California law. Rules of evidence and procedure are less rigid than in trial court. Arbitration fees are typically on an hourly basis. **The decision of the arbitrator is final and binding on all Parties to the arbitration agreement** (Paragraph 12(b)). The arbitrator can award compensatory damages, punitive damages, and/or order specific performance, injunctive relief and declaratory relief. **No trial or other court process is available to re-try the case or to appeal the merits of the arbitrator’s ruling.** This means that even when a party claims the arbitrator made a clearly wrong decision, based on a misunderstanding of fact or of law or an unwillingness to follow the law, that decision nevertheless remains final and unappealable. Only in cases of actual fraud in the arbitration process, corruption, bias, lack of due process or jurisdiction, or arbitrator’s computation error, can an award be vacated or modified. **The Parties are advised to confer with legal counsel for advice before committing to binding arbitration.**

Seller’s Initials: (_____) (_____)

Property: _____ Date: _____

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b) Arbitration Process, Election to Arbitrate: Any dispute arising out of this Listing Agreement shall be decided by neutral binding arbitration (in accordance with Chapter 3, Title 9 of the California Code of Civil Procedure (CCP §1283.05) including, but not limited to, the right of discovery), and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitrator shall be a retired Superior Court judge or a licensed California attorney with at least 5 years real estate experience. If the Parties cannot agree on an arbitrator, the Superior Court shall appoint the arbitrator. The filing of an action in a court of competent jurisdiction to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the right to mediation or arbitration under this Contract, regardless of whether the said complaint includes causes of action not necessary to the recordation of the notice of pending action. The Parties agree that, in the event of such court filing, it would be appropriate for the court to issue an order staying proceedings therein, pending the completion of mediation or arbitration under this Contract. The filing of such judicial action shall not constitute a waiver of mediation or arbitration rights. Exclusions from arbitration: unlawful detainer, foreclosure-related actions, matters within Small Claims Court jurisdiction.

“NOTICE: BY INITIALING IN THE 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 A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH 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 THIS ‘ARBITRATION OF DISPUTES’ PROVISION TO NEUTRAL ARBITRATION.”

Seller's Initials: (_____/_____) _____

Broker's/Agent's Initials: (_____/_____) _____

13. EQUAL HOUSING OPPORTUNITY: Property is offered in compliance with state, local, and federal anti-discrimination laws.

14. ATTORNEY'S FEES: In the event of any dispute between Broker and Seller arising out of or relating to this Listing Agreement, including disputes over payment of Brokerage fees, each of the parties hereto shall be responsible for the payment of its own attorney's fees and other legal costs.

15. ADDITIONAL TERMS:

16. ENTIRE AGREEMENT: The undersigned warrants having the authority to execute this agreement on behalf of all owners. Seller and Broker intend that this writing, including any attachments, constitute the entire agreement and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding to modify its terms. Unless otherwise agreed, all documents may be signed in counterparts, and those transmitted by facsimile shall be regarded as valid substitutes for the originals thereof.

Seller acknowledges having read and understood, and having received a copy of, this Listing Agreement.

Date: _____ Time: _____ Seller: _____ Signature: _____
(Print Name)

Date: _____ Time: _____ Seller: _____ Signature: _____
(Print Name)

Address: _____

TEL: _____ FAX: _____ E-mail: _____

Date: _____ Listing Office: _____ by: _____

Address: _____

TEL: _____ FAX: _____ E-mail: _____