



RESIDENTIAL LISTING AGREEMENT
(Exclusive Authorization and Right to Sell)
(C.A.R. Form RLA, Revised 4/06)

- 1. EXCLUSIVE RIGHT TO SELL:** _____ ("Seller")
hereby employs and grants _____ ("Broker")
beginning (date) _____ and ending at 11:59 P.M. on (date) _____ ("Listing Period")
the exclusive and irrevocable right to sell or exchange the real property in the City of _____,
County of _____, Assessor's Parcel No. _____,
California, described as: _____ ("Property").
- 2. 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 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.
- 3. LISTING PRICE AND TERMS:**
A. The listing price shall be: _____ Dollars (\$ _____).
B. Additional Terms: _____
- 4. COMPENSATION TO BROKER:**
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 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 _____ percent
of the listing price (or if a purchase agreement is entered into, of the purchase price), or \$ _____,
AND _____, as follows:
(1) If during the Listing Period, or any extension, Broker, Seller, cooperating broker, or any other person procures a buyer(s)
who offers to purchase the Property on the above price and terms, or on any price and terms acceptable to Seller. (Broker
is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing
Period.)
OR (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 broker 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 4A(2) unless, not later than **3 calendar days**
after 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.
OR (3) If, during the Listing Period or any extension, without Broker's prior written consent, Seller cancels this Agreement,
withdraws the Property from sale or makes it unmarketable, or the Property is conveyed, leased, rented or otherwise
transferred.
- B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation due under paragraph 4A
shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount
equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow
expenses and the expenses of collection, if any.
- C. In addition, Seller agrees to pay Broker: _____.
- D. 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"):
(i) by offering MLS brokers: either _____ percent of the purchase price, or \$ _____;
OR (ii) (if checked) as per Broker's policy.
(2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.
- E. 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 4A, to any escrow regarding the Property
involving Seller and a buyer, Prospective Buyer or other transferee.
- F. (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.

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Seller acknowledges receipt of a copy of this page.

Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



RLA REVISED 4/06 (PAGE 1 OF 3)

RESIDENTIAL LISTING AGREEMENT - EXCLUSIVE (RLA PAGE 1 OF 3)

Agent: **Christiano Sampaio** Phone: (310) 432-5282 Fax: (866) 533-7480 Prepared using WINForms® software
Broker: **Windermere Properties 9000 West Sunset Blvd. 3rd Floor, Los Angeles CA 90069**