

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 Rules-of-Agency Law Disclosure [See **ft** Form 305]

3. GENERAL PROVISIONS:

- 3.1 Buyer authorizes Broker to cooperate with other brokers and divide with them any compensation due.
- 3.2 Before any party to this agreement files an action on a dispute arising out of this agreement which remains unresolved after 30 days of informal negotiations, the parties agree to enter into non-binding mediation administered by a neutral dispute resolution organization and undertake a good faith effort during mediation to settle the dispute.
- 3.3 The prevailing party in any dispute shall be entitled to attorney fees and costs, unless they proceed with litigation without first offering to enter into mediation to resolve the dispute.
- 3.4 This agreement will be governed by California law.

4. BROKERAGE FEE:

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

- 4.1 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 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. [See **ft** Form 123]
- 4.2 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.
- 4.3 In the event this agreement terminates without Broker receiving a fee under §4.1 or §4.2, Buyer to pay Broker the sum of \$_____ per hour of time accounted for by Broker, not to exceed \$_____.

TYPE OF PROPERTY SOUGHT:

GENERAL DESCRIPTION _____

LOCATION _____ SIZE _____

RENTAL AMOUNT / TERM _____

I agree to render services on the terms stated above.

Date: _____, 20_____

Buyer's Broker: _____

Broker's DRE Identification #: _____

Broker's Agent: _____

Agent's DRE Identification #: _____

Signature: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

I agree to employ Broker on the terms stated above.

☐ See attached Signature Page Addendum. [**ft** Form 251]

Date: _____, 20_____

Buyer's Name: _____

Signature: _____

Buyer's Name: _____

Signature: _____

Address: _____

Phone: _____

Fax: _____

Email: _____