



EXCLUSIVE RIGHT TO SELL AGREEMENT (Listing Agreement)

SAMPLE

In consideration of the service agreed herein to be rendered by Pinnacle Estate Properties Inc., (BROKER), a member of the Association of Realtors, Inc. Multiple Listing Service, the undersigned (SELLER) hereby employs and BROKER, exclusively and irrevocably, to sell and accept a deposit on the following described real property, at the price and on the terms herein set forth, such listing and right to sell to continue for a period of 180 days beginning 20 and ending at midnight, 20. SELLER agrees in the event the property is taken off the market due to sale and/or escrow which does not consummate, the period of time for which the property is off the market will be automatically add to, and extend the terms of the listing.

Property address (Street) (City) (State)
Listing Price \$ Deposit \$ Lot Tract
1st Loan Bal. approx \$ @ \$ mo. % interest incl. due
Name of Lender Loan No. & Type SELLER to pay off?
2nd Loan Bal. approx \$ @ \$ mo. % interest incl. due
Name of Lender Loan No. & Type SELLER to pay off?
Additional encumbrance or record Due Date
Liens and Bonds? Due Date Will SELLER pay off?
Age Taxes Incl. in mo. payment? Insurance incl. in mo. payments? Exempt: Veterans Homeowners
Sewer in? Paid for? Conn.? Conn. Paid? Cesspool Septic Tank Lot Size Zone

SELLER(S) AGREE(S) TO SELL ON ANY OF THE FOLLOWING TERMS THAT ARE CHECKED

- A. Buyer to pay cash to a new loan
B. Buyer to pay cash to the existing loan of record.
C. Buyer shall execute and deliver in favor of Seller(s) a second trust deed and note for the balance of the purchase price, payable % or more of face amount per month including % interest per annum, all due and payable at the end of years. Second trust deed and note contain a (Notice of Default) (Due on Sale Clause) (Late Fee of 1%).
D. Buyer shall obtain a new VA & FHA insured loan in the amount of \$ Down Payments, if VA seller will pay escrow fees.
E. SELLER shall pay the VA & FHA lender a loan discount fee not to exceed % ("points") of such VA loan amount as shall be required by sale lender to fund such insured loan (Current discount rate %) and pay for any necessary corrective work required by VA.

ADDITIONAL TERMS:
Personal Property Included:
Possession available Escrow period

To the extent that there may appear to be inconsistent provisions indicated above upon which the SELLER(s) agrees to sell, these terms shall be read together indicating that the SELLER IS providing various alternative methods of selling the property rather than creating an inconsistency.

'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 & THE BROKER.

IT IS FURTHER UNDERSTOOD:

- (1) Should BROKER procure a purchaser ready, willing and able to purchase the above property at the above price and terms, or at a price and on terms acceptable by SELLER, SELLER shall pay BROKER a base commission of \$329.00 (Three Hundred Twenty-Nine Dollars) and % of such listing or sale price. SELLER shall pay BROKER a like fee should the property be sold, transferred, exchanged or leased during the term of this listing, by any source including SELLER or within six months after the expiration of this contract to any person with whom BROKER has had any communications prior to the termination of the listing term provided that said BROKER or sub-agent shall have notified SELLER of such communication verbally or in writing within 10 days after the termination of the listing term. For purposes of determining whether a fee is due and owing to BROKER, the exercise of an option shall be considered a sale as of the date the option agreement was entered into and not the date the option was actually exercised. SELLER shall execute an irrevocable assignment of funds in escrow up to the amount of the commission due herein.
(2) (If applicable) Loan Modification (Short Payoff): This agreement is contingent upon SELLER's receipt of written agreement from existing lender(s) to reduce its/their loan balance(s) (i.e., to accept a "short payoff") by an amount sufficient to permit the proceeds from the sale of the property (without additional funds from SELLER) to pay the existing loans, brokerage commission and SELLER's closing costs, expenses, prorations, liens and other obligations required. SELLER is advised to seek advice of Accountant/Attorney regarding possible tax and credit consequences.
(3) If property described herein is improved, SELLER shall transfer to the purchaser as part of the purchase price the existing attached fixtures and fittings, shades, venetian blinds, light fixtures, curtain rods, trees, shrubs, aerals and TV antenna, satellite dish with tuner/converter.
(4) It is agreed that the SELLER will permit said BROKER to show property at all reasonable times to prospective purchasers. Should seller (a) withdraw the property from sale or (b) refuse to show the property or (c) release the purchaser from the contract, or (d) sell, transfer, convey or lease the property while refusing to pay BROKER a fee under this contract, or (e) make the property unmarketable by voluntary act of seller during the term of this contract, seller nonetheless shall pay broker a fee equal to the percentage of the listing price as stated in paragraph (1) above.
(5) Seller authorizes agent to use a key safe and place a sign on the property. In the event of loss or damage suffered by seller or any third person arising out of these authorizations, seller agrees to hold broker and/or his agents or sub-agents harmless from any such loss or damage, including but not limited to, attorneys fees and costs.
(6) Should legal action be required to enforce any of the terms of this agreement, or to recover damages for the breach thereof, the successful party in such litigation shall be entitled to reasonable attorneys fees.
(7) All information supplied in this contract or elsewhere by SELLER, is warranted to be true and correct, and seller represents that said property conforms with all applicable ordinances, laws, zoning and regulations, and agrees to hold said broker harmless from any and all liability or damages, including attorneys fees and costs, due to incorrect information and/or warranties made in this contract or supplied by seller to broker.
(8) SELLER agrees to direct all inquiries concerning the property to BROKER during the term of this contract. SELLER acknowledges receipt of a copy of this contract.
(9) Home Protection Plan: SELLER warrants that they have been informed by the Pinnacle Estate Properties, Inc. Sales Agent that there are Home Protection Plans available to the principals buying and selling homes. SELLER understands that any of these programs may be of benefit in relieving them of liabilities. SELLER also agrees that they hold Pinnacle Estate Properties, Inc. and the sales agent harmless on account of property defects for damages including reasonable attorney fees in the event that SELLER decides not to purchase a home protection plan.

EACH PARTY SIGNING THIS LISTING AGREEMENT OF SALE HAS READ THE ADDITIONAL PROVISIONS ON THE REVERSE SIDE HEREOF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE AND APPROVES, ACCEPTS, AND AGREES TO BE BOUND THEREBY AS THOUGH SUCH PROVISIONS APPEARED OVER THEIR SIGNATURES.

DATED: Owner
California Owner
In consideration of the above listing and authorization, BROKER agrees to use diligence in obtaining a purchaser for said property. Address
Zip Code

By (Authorized Representative) Hm Cell