



LEASE LISTING AGREEMENT
EXCLUSIVE AUTHORIZATION TO LEASE OR RENT
(C.A.R. Form LL, Revised 4/06)

1. EXCLUSIVE RIGHT TO LEASE: [Owner] hereby employs and grants [Broker] beginning (date) [Listing Period] and ending at 11:59 P.M. on (date) [Listing Period] the exclusive and irrevocable right to lease or rent the real property in the City of [Listing Period], County of [Listing Period], California, described as [Listing Period] ("Premises").

2. LISTING TERMS:
A. RENT AMOUNT: [Listing Period] Dollars \$ [Listing Period]
B. SECURITY DEPOSIT: [Listing Period]
C. TYPE OF TENANCY: (Check all that apply): [] Month-to-Month; [] One year [] Other [Listing Period]
D. ITEMS INCLUDED IN LEASE/RENTAL: All fixtures and fittings attached to the Premises and the following items of personal property: [Listing Period]
E. ITEMS EXCLUDED FROM LEASE/RENTAL: [] Garage/Carport; [] [Listing Period]
F. ADDITIONAL TERMS: [Listing Period]

3. COMPENSATION:
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 Owner and Broker. (Real estate commissions include compensation and fees to Broker).

A. Owner agrees to pay to Broker as compensation for services, irrespective of agency relationship(s):
(1) For fixed-term leases:
(a) Either (i) [] percent of the total rent for the term specified in paragraph 2 (or if a fixed term lease is executed, of the total base payments due under the lease); or (ii) []
(b) Owner agrees to pay Broker additional compensation of [Listing Period] if a fixed term lease is executed and is extended or renewed. Payment due upon such extension or renewal.
(2) For month-to-month rental: either (i) [] percent of [Listing Period]; or (ii) []
(3) The following terms apply whether the tenancy is fixed term or month-to-month:
(a) If during the Listing Period, or any extension Broker or cooperating broker or other person procures a Tenant who offers to lease/rent the Premises on the above amount and terms, or on an amount and terms acceptable to Owner. (Broker is entitled to compensation whether any tenancy resulting from such offer begins during or after the expiration of the Listing Period.)
(b) If Owner, within [Listing Period] calendar days after the end of the Listing Period or any extension thereof, enters into a contract to transfer, lease or rent the Premises to a third party ("Prospective Tenant") or a person's related entity: (i) who physically entered and was shown the Premises during the Listing Period or any extension thereof by Broker or cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Owner a written offer to lease or rent the Premises. Owner, however, shall have no obligation to Broker under this sub-paragraph 3A(3)(b) unless, not later than [Listing Period] calendar days after the end of the Listing Period or any extension, Broker has given Owner a written notice of the name of such Prospective Tenant.
(c) If, without Broker's prior written consent, the Premises are leased, rented, or otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension.
B. If commencement of lease or rental is prevented by a party to the transaction other than Owner, then compensation due under paragraph 3A shall be payable only if and to the extent Owner collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered plus above compensation after first deducting title and escrow expenses and the expenses of collection, if any.
C. In addition, Owner agrees to pay: [Listing Period]
D. Broker may retain compensation due from any Tenant payments collected by Broker.
E. Owner agrees to pay Broker, if Tenant directly or indirectly acquires, or enters into an agreement to acquire title to Premises or any part thereof, by sale, exchange or otherwise, during the term or any extension of tenancy, compensation equal to [Listing Period] percent of the selling price or total consideration in said transfer, whichever is greater. Payment is due upon Tenant's direct or indirect acquisition of any legal or equitable interest in the Premises and, where there is an escrow, shall be through escrow.
F. Broker is authorized to cooperate with and compensate other brokers in any manner acceptable to Broker.
G. (1) Owner has no obligation to pay compensation to any other broker regarding the lease or rental of Premises unless the Premises are leased or rented to: [Listing Period]
(2) If Premises are leased or rented to anyone listed in 3G(1) during the time Owner is obligated to compensate another broker: (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent Owner with respect to such transaction.

4. TENANT PAYMENTS: Broker is authorized to accept and hold from a prospective Tenant, a deposit to be [] held uncashed or [] placed in Broker's trust account. Upon execution of a fixed term or month-to-month lease, payments received from Tenant shall be given to Owner or []

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Owner acknowledges receipt of a copy of this page.
Owner's Initials () ()
Reviewed by [] Date []



Property Address: _____ Date: _____

- 5. **KEYSAFE/LOCKBOX:** (If checked) Owner authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).
- 6. **SIGN:** (If checked) Owner authorizes Broker to install a FOR LEASE sign on the Premises.
- 7. **MULTIPLE LISTING SERVICE:** Information about this listing will (or will not) be provided to a multiple listing service(s) ("MLS") of Broker's selection. All terms of the transaction will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Seller authorizes Broker to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary.
- 8. **SECURITY AND INSURANCE:** Owner agrees: (i) Broker is not responsible for loss of or damage to personal or real property or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or use of the Premises during any resulting tenancy; (ii) to take reasonable precautions to safeguard, protect or insure valuables that might be accessible during showings of the Premises; (iii) to obtain insurance to protect against these risks. **Broker does not maintain insurance to protect Owner.**
- 9. **OWNERSHIP, TITLE AND AUTHORITY:** Owner warrants that: (i) Owner is the legal owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Owner has the authority to both execute this contract and lease or rent the Property. Exceptions to title, title and authority

10. **LEAD-BASED PAINT DISCLOSURE:** The Premises were were not constructed prior to 1978. If the Premises were constructed prior to 1978, Owner is required to complete a federally mandated and approved lead-based paint disclosure form and pamphlet, which shall be given to Tenant prior to or upon execution of a lease or rental agreement.

11. **OWNER REPRESENTATIONS:** Owner represents that Owner is unaware of: (i) any recorded notice of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Premises; (iii) any bankruptcy, insolvency or similar proceeding affecting the Premises; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Premises or Owner's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Premises. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.

12. **BROKER'S AND OWNER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized to advertise and market the Premises through any medium, selected by Broker including MLS and the Internet and, to the extent permitted by these rules, including MLS, control the dissemination of the information submitted to any medium. Owner agrees to consider offers presented by Broker and to act in good faith to accomplish the lease or rental of the Premises by, among other things, making the Premises available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Premises. Owner is responsible for determining at what price and terms to list and lease or rent the Premises. **Owner further agrees, regardless of responsibility, to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Owner, whether or not in any document submitted therefrom or otherwise, or from any material facts that Owner knows but fails to disclose.**

13. **AGENCY RELATIONSHIPS:**

- A. **Disclosure:** If the Premises includes residential property with one to four dwelling units and the listing is for a tenancy in excess of one year, Owner acknowledges receipt of the "Disclosure Regarding Agency Relationships" form (C.A.R. Form AD).
- B. **Owner Representation:** Broker shall represent Owner in any resulting transaction, except as specified in paragraph 3G.
- C. **Possible Dual Agency With Tenant:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Owner and Tenant. Broker shall, as soon as practicable, disclose to Owner the selection to act as a dual agent representing both Owner and Tenant. If a Tenant is procured directly by Broker or a Broker-Associate who works in Broker's firm, Owner hereby consents to Broker acting as a dual agent for Owner and such Tenant.
- D. **Other Owners:** Owner understands that Broker may have or obtain listings on other properties and that potential tenants may consider, make offers on, or lease or rent through Broker, premises that are as or similar to Owner's Premises. Owner consents to Broker's representation of owners and tenants of other properties before, during and after the end of this Agreement.
- E. **Confirmation:** If the Premises includes residential property with one to four dwelling units, and the agreed-upon lease is for a tenancy in excess of one year, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or coincident with Owner's execution of such lease.

14. **EQUAL HOUSING OPPORTUNITY:** This Agreement is drafted in compliance with federal, state and local anti-discrimination laws.

15. **ATTORNEY'S FEES:** In an action, proceeding or litigation between Owner and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney's fees and costs from the non-prevailing Owner or Broker, except as otherwise provided in paragraph 19A.

ADDITIONAL TERMS: _____

17. **MANAGER'S APPROVAL:** If a salesperson or broker-associate enters this Agreement on Broker's behalf, and Broker/Manager does not approve of the Agreement, Broker/Manager reserves the right to cancel this Agreement, in writing, within **5 calendar Days** After its execution.

18. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Owner and Owner's successors and assigns.

19. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Owner and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Paragraph 19B(2) below applies whether or not the Arbitration provision is initialed. Mediation fees, if any, shall be shared equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**

Owner acknowledges receipt of a copy of this page.

Owner's Initials (_____) (_____)

Reviewed by _____ Date _____



Property Address: _____ Date: _____

B. ARBITRATION OF DISPUTES: (1) Owner and Broker agree that any dispute or claim in law or equity arising between them regarding the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraph 19B(2) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. The parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from mediation and arbitration: (i) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.

"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 JUDICIAL TRIAL. BY INITIALING IN THE 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's Initials _____ Broker's Initials _____ / _____

20. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES All of the essential understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, binding and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Owner acknowledges Owner has read, understands, received a copy of and agrees to the terms of this Agreement.

Owner _____ Date _____
Owner _____
Print Name _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Owner _____ Date _____
Owner _____
Print Name _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Firm) _____ DRE Lic. # _____
By (Agent) _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

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Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

LL REVISED 4/06 (PAGE 3 OF 3)

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