

_____, hereinafter, the Property.
Property Address

Broker as used herein shall be London Properties, Ltd., any names to which said corporation may subsequently be changed and any and all fictitious business names (dba's) under which it may now or subsequently engage in business, and upon assignment, any properly licensed Broker or corporation to which this contract may subsequently be assigned by London Properties Ltd., all hereinafter call "broker".

A. In consideration for Broker accepting a listing on the above referenced Real Property for a total commission less than six percent (6%) of the sales price, the undersigned salesperson hereby agrees upon closing, to pay to Broker, an amount as determined by the multiplier set forth as follows. **This amount shall be retained solely by Broker.**

In consideration for the following Commission % in Listing

- 5 1/2% of gross sales price
- 5% of gross sales price
- 4 1/2% of gross sales price
- 4 % of gross sales price

Salesperson shall pay to Broker the following Multiplier amount

- .00175 times Property listing price
- .00275 times Property listing price
- .00395 times Property listing price
- .00500 times Property listing price

Example:

$$\begin{array}{r} \$400,000 \text{ List Price} \\ \times .00275 \\ \hline \$1,100 \end{array}$$

B. Any percentage of commission provided in the listing agreement and **subsequently received by Broker** on the closing of the escrow of the Property shall, be divided between Broker and Salesperson according to salespersons then applicable commission level. Subsequent to such division, salesperson's portion shall **be reduced** by an amount calculated by multiplying the **original listed price** of said property by the applicable decimal number above.

C. Salesperson **shall not** be required to pay, write a check or advance any amount to Broker prior to C.O.E.


D. **In the event on closing the Seller pays to Broker in addition to the percentage of commission set forth in the listing an amount equal to the above, then in that case no deduction shall be made from sales associate's commission. It shall be the listing associates sole responsibility to provide escrow with appropriate instructions for all commissions and additional amounts due from Seller.**

In other words, it is the intent of the parties hereto, that Broker, at all times, receives Broker's appropriate percentage of the gross percentage of commission **plus the fixed amount calculated by the appropriate multiplier**, whether that fixed amount is paid by Seller, or in lieu thereof, deducted from associates commission.

London Properties, Ltd. DRE#00463722

Sales Associate

Date

	OFFICE USE ONLY
	Reviewed by _____
	Broker or Designee _____ Date _____



EXCLUSIVE OR FULL SERVICE #6

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT — READ IT CAREFULLY.

1. Owner hereby employs and grants London Properties, Ltd., any names to which said corporation may subsequently be changed, any and all Fictitious Business Names (DBAs) under which it may now or subsequently engage in business, and upon assignment, any properly licensed Corporation or Broker to which this contract may subsequently be assigned by London Properties, all hereinafter called "Broker", the exclusive and irrevocable right commencing on _____ and expiring at midnight on _____, to sell, lease or exchange the real property situated in the City of _____, County of _____, California described as follows:

Address: _____

Together with the following personal property: _____, all hereinafter the "Property".

2. TERMS OF SALE: The purchase price shall be \$ 400,000 (\$ _____), to be paid as follows: _____

3. LISTING TYPE: Seller acknowledges that Broker is a member of and participant in one or more Associations of REALTORS® and one or more Multiple Listing Services (MLS). This listing shall be submitted to one or more MLS of Broker's choice only as set forth in the applicable paragraph (A-C) initialed below. Paragraphs (A-C) not initialed shall not be applicable except that if none is initialed then the terms of paragraph A shall be operative. Broker is hereby authorized to report the sale, its price, terms and financing for the publication, dissemination, information and use by authorized Association/Board members, MLS Participants and Subscribers.

/ A. MULTIPLE LISTING SERVICE (MLS): This listing information may, at Broker's election, be provided to any MLS of Broker's choice to be published and disseminated to its Participants in accordance with its Rules and Regulations. Broker is authorized to cooperate with other real estate brokers, to appoint subagents and to report the sale, its price, terms and financing for the publication, dissemination, information and use by authorized Association/Board members, MLS Participants and Subscribers.

/ B. DELAYED MULTIPLE LISTING SERVICE (MLS): This listing information may, after 15 (or []) days from the date hereof be provided to any MLS of Broker's choice to be published and disseminated to its Participants in accordance with its Rules and Regulations. Broker is authorized to cooperate with other real estate Brokers, and to report the sale, price, terms and financing for the publication, dissemination, information and use by authorized Association/Board members, MLS Participants and Subscribers.

/ C. LONDON EXCLUSIVE: Broker shall not, without Seller's further consent, submit this listing to any MLS, nor shall Broker, without further instructions from seller, cooperate with any other Brokerage firm regarding this Property. Subsequent to sale, Broker is authorized to report the price, terms, and financing of such sale to any MLS for publication, dissemination, and use by authorized MULTIPLE LISTING SERVICE participants and subscribers.

/ D. CANCELLATION AGREEMENT: Beginning on the thirty-first (31st) day of this Agreement, Seller shall have a unilateral 48-hour right to terminate this Agreement in full. In the event Seller elects to so terminate, they shall notify Broker in writing of such election within said 48-hour period. In the event Seller fails for any reason to so notify Broker, this Agreement shall remain active until the expiration of its full term. After said 48-hours, this Agreement may not be cancelled without Broker's written consent. In the event of termination within said 48 hours, Seller shall have no further obligation of any kind to Broker except as set forth in Paragraph 5(A) and 5(B) hereof.

4. TITLE INSURANCE: Seller shall provide, at Seller's expense, evidence of title in the form of a California Land Title Association CLTA/ALTA policy of title insurance in the amount of the selling price.

5. COMPENSATION TO BROKER: Seller hereby acknowledges that Broker has numerous listing and marketing programs available. The services provided by Broker and the cost to Seller vary with each program (costs may vary from less than two percent of the Property sale price to eight percent). Seller has selected this program and commission rate with full knowledge that other options and rates are available.

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), an amount equivalent to 5% percent of the listing price (or if a purchase agreement is entered into, of the purchase price), together with a fixed sum of \$79.95, plus an additional fixed amount equivalent to \$1,100, all payable as follows: * negotiable, but cover part or all of the "short-fall"

(1) If during the Listing Period, or any extension, Broker or any other broker or agent procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)

(2) If within 360 calendar days (a) after the end of the Listing Period or any extension, or (b) after any cancellation of the 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; (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; or (iii) with whom Broker has had discussions or negotiations, or to whom Broker has otherwise introduced this Property prior to termination. Broker may, but shall not be obligated to, provide Seller a list of such parties. In the event Broker does provide Seller a written list of such parties, then such written list shall be conclusive evidence of such introduction/discussions and/or negotiations. In order to prevent obligating themselves to pay two separate real estate commissions, Seller is hereby advised to exclude all such parties from any other listing entered into with any other Broker subsequent to the expiration/termination hereof.

(3) If, without Broker's prior written consent, the Property is withdrawn from sale, conveyed, leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Seller during the Listing Period, or any extension.

B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation due herein 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.

Seller acknowledge receipt of this page. Seller's Initials: _____/_____

THIS STANDARDIZED DOCUMENT FOR USE IN SIMPLE TRANSACTIONS HAS BEEN APPROVED BY COUNSEL FOR LONDON PROPERTIES IN FORM ONLY. NO REPRESENTATION IS MADE AS TO THE APPROVAL OF THE FORM OF ANY SUPPLEMENTS OR THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. IT SHOULD NOT BE USED IN COMPLEX TRANSACTIONS OR WITH EXTENSIVE RIDERS OR ADDITIONS. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTION. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

OFFICE USE ONLY Reviewed by _____ Broker or Designee _____ Date _____

LONDON

PROPERTIES

RE: _____

Date: _____

Dear _____,

We regret your property did not sell during the listing period with London Properties, Ltd. With the conclusion of our representation, I do need to inform you that as per the requirements of your Listing Agreement, I am enclosing the names of the potential purchasers with whom we have negotiated on your behalf during the term of the listing.

It is understood that should you sell, lease, convey or otherwise transfer the property to anyone with whom London Properties, Ltd. has had negotiations, including but not limited to the enclosed list of parties, London Properties, Ltd. shall receive compensation as provided for in the original Listing Agreement.

In the event you intend to re-list your property with another agent, then **in order to prevent putting yourself in the position of owing two commissions**, please be certain to exclude these parties from your new associate's listing agreement. Should you have any questions regarding such exclusions, please do not hesitate to call.

Thank you for the opportunity to be of service. If there is anything further we can do to be of assistance to you, please let us know. Best wishes for a successful conclusion to your eventual sale.

Sincerely,

LONDON PROPERTIES, LTD.
BRE#00463722

Quality • Integrity • Productivity

Fresno:
(559) 436-4000
6442 N. Maroa Ave. • 93704

Clovis:
(559) 322-4000
215 N. Clovis Ave. • 93612

Chowchilla:
(559) 665-5757
1425 Robertson Blvd. • 93610

Hanford:
(559) 589-6600
206 W. Grangeville Blvd. • 93230

Kingsburg:
(559) 897-4888
1520 Marion St. • 93631

Madera:
(559) 661-6100
1445 N. Schnoor St., #101 • 93637

Merced:
(209) 725-2100
67 W. Alexander • 95348

Oakhurst:
(559) 683-3400
40142 Highway 41 • 93644

Sanger:
(559) 875-8900
1370 Jensen Ave., Ste. C • 93657

Arwater:
(209) 358-0222
2605 1st Street • 95301