Must be used with/for a "Delayed" listing

CALIFORNIA ASSOCIATION OF REALTORS®

MULTIPLE LISTING SERVICE ADDENDUM

(C.A.R. Form MLSA, Revised 9/25)

The following terms and conditions are hereby incorporated in and made a part of the Residential Listing Agreement, ☐ Other _______ ________________________________ ("Agreement"), dated ____________, on property known as ________________________________ in which ________________________________ is referred to as ("Seller") and ________________________________ is referred to as ("Broker").

1. **MULTIPLE LISTING SERVICE:**
   A. **WHAT IS AN MLS?** An MLS is an organization that brokers join to work cooperatively to benefit their clients by establishing rules of cooperation between real estate agents resulting in detailed information about properties for sale, and any resulting transaction, being made available to other agents and their clients. The MLS manages these property records to ensure their accuracy and fair distribution to agents, appraisers and consumers. The MLS also enforces rules on property access and fair advertising practices. Most residential real estate practitioners in any given area belong to an MLS. An MLS may also be part of a reciprocal or data sharing agreement in which the MLS shares the property and listing details with the real estate practitioners of other neighboring multiple listing services. Real estate agents belonging to other multiple listing services that have reciprocal or data sharing agreements with the MLS also have access to the information submitted to the MLS.
   B. **REALTOR® OWNED MLSs:** Many MLSs are REALTOR® owned and are obligated to comply with the rules promulgated by the National Association of REALTORS® ("NAR"). The rules of those MLSs provide that once a seller's listing has been publicly marketed, as defined in **paragraph 3**, the broker who has taken the listing and who belongs to a REALTOR® owned MLS shall submit information describing the price, terms, and conditions under which the seller's property is offered for sale to the MLS. REALTOR® owned MLSs will not publish offers of compensation from a seller's broker to a buyer's broker.
   C. **WHAT INFORMATION IS PROVIDED TO THE MLS AFTER SALE:** All terms of the transaction, including sales price and, if applicable, financing and concessions, **(i)** will be provided to the MLS in which the Property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS, and **(ii)** may be provided to the MLS even if the Property was not listed with the MLS. Seller consents to Broker providing a copy of this listing agreement to the MLS if required by the MLS.
   D. **WHAT IS BROKER'S MLS?** Broker belongs to the Multiple Listing Service (MLS) specified in **paragraph 2E(1)** of the Agreement and possibly others. Broker shall inform Seller if the MLS specified in **paragraph 2E(1)** of the Agreement is not the primary MLS for the geographic area of the Property. When required by **paragraph 3** of this MLSA or by the MLS, Property will be listed with the MLS(s) specified.

2. **BENEFITS OF USING AN MLS; IMPACT OF OPTING PROPERTY OUT OF AN MLS**
   A. **EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS** exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who belong to that MLS or a reciprocating MLS. That MLS may further send the details about the property listed to internet sites that post property listings online. Exposure of a seller's property through the MLS is intended to maximize publicity of the seller's property to the marketplace of potential buyers and real estate licensees in anticipation that the more awareness there is that the seller's property is for sale, the more likely it is that the seller can achieve the goals of the listing.
   B. **IMPACT OF OPTING OUT OF MLS:** If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: **(i)** Seller is authorizing limited exposure of the Property and NO marketing or advertising of the Property to the public will occur; **(ii)** real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; **(iii)** Information about Seller's Property will not be transmitted from the MLS to various real estate internet sites that are used by the public to search for property listings; **(iv)** real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property; and **(v)** the scope of marketing will consist only of direct one-on-one promotion between the brokers and agents and their respective clients.
   C. **REDUCTION IN EXPOSURE:** Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price. Limiting exposure of the Property to only the agents and clients of Broker may result in the Property being on the market for a longer period than if it was more widely exposed to the other brokers that belong to the MLS and to the public.
   D. **NOT LISTING PROPERTY IN A LOCAL MLS:** If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

3. **PUBLIC AND PRIVATE MARKETING OF PROPERTY; "CLEAR COOPERATION POLICY":**
   A. Unless **paragraph 3E** is checked, the MLS to which Broker will submit the listing has adopted the policy of the NAR which requires that exclusive and seller reserved listings for residential real property with one to four units and vacant lots be submitted to the MLS within 1 business day of any public marketing ("Clear Cooperation").
   B. Public marketing includes but is not limited to: Flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing and email blasts, multi-brokerage listing sharing networks, marketing to closed or private listing clubs or groups, and applications available to the general public.
   C. In guidance from NAR, private marketing permits all agents affiliated with Broker to engage in one-to-one promotion between these agents and their clients and one-to-one promotion with other licensees, who may communicate to their clients. (**NOTE**: Not all MLSs have implemented or follow the NAR guidance, and Seller should discuss with Broker what is allowed under MLS rules.)
   D. Different status options may be available for exclusive or seller-reserved listings taken by members of the MLS. Marketing options for listings submitted to the MLS may include: Full Exposure; Delayed Marketing, and if available by the MLS, Coming Soon (or equivalent status). The status option for listings not submitted to the MLS is usually Office Exclusive. See **paragraph 5** for further information.

Seller's Initials ______/ ______

EQUAL HOUSING OPPORTUNITY

OR E. ☐ **CLEAR COOPERATION POLICY DOES NOT APPLY:** The MLSs used by Broker to market the Property do not have a Clear Cooperation Policy that applies to the Property. Broker shall disclose to Seller and obtain Seller's consent for any instruction to not market the Property on the MLS or to the public.

4. **PROPERTY LISTING INFORMATION ON THE INTERNET:** An MLS can send information about properties listed on the MLS to public real estate portals, including those operated by the MLS and additional internet sites operated by brokers and agents. MLS can also syndicate information about listed properties by providing them to various advertising outlets, increasing the exposure of the for-sale property. Seller can instruct Broker to give the MLS instructions to the contrary. Specific information that can be excluded from the internet as permitted by (or in accordance with) the MLS is as follows:

   A. **TOTAL INTERNET OPT OUT:** Seller may prevent the Property from being marketed on the Internet which will keep the Property in the MLS systems only for access by other brokers, their agents, and their customers, but the Property listing will NOT be displayed outside of the MLS systems on 1) real estate portals, 2) Broker's own website or social media, 3) other cooperating MLS broker or agent websites, or 4) syndication advertising sites. Seller understands that this opt out would mean consumers searching for listings on the internet will not see the Property.

   B. **LIMITED INTERNET INFORMATION OPT OUTS:**

      (1) **PROPERTY OR PROPERTY ADDRESS:** Seller can instruct Broker to have the MLS not display the Property or the Property address on the internet. Seller understands that this opt out would mean consumers searching for listings on the internet may not see the Property or the Property's address in response to their search.

      (2) **FEATURE OPT OUTS:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber websites, or electronic displays that display the Property listing, to have the features below. Seller understands **(i)** that these opt outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; **(ii)** that other internet sites may or may not have the features set forth herein; and **(iii)** that neither Broker nor the MLS may have the ability to control or block such features on other internet sites:

         (A) **COMMENTS AND REVIEWS:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property display.

         (B) **AUTOMATED ESTIMATE OF VALUE:** The ability to create an automated estimate of value or to link to another site containing such an estimate of value if the link is in immediate conjunction with the Property display.

5. **MARKETING OPTIONS:** An MLS may have different categories and options for marketing the property, including, but not limited to, the options in **paragraphs 5A-D:**

   A. **FULL EXPOSURE:**

      (1) The Property listing is submitted to the MLS, and it will also be made available to all subscribers and participants of the MLS ("Other Members") who may engage in one-to-one promotion with their existing or past clients, or mass market the Property to current, past, and prospective clients with the seller's consent.

      (2) Information about the Property will be syndicated to third party website displays that have an agreement with the MLS.

      (3) Other Members can use their own websites to electronically display the MLS data about the Property, and such information may be accessed by current and former clients of the brokerage as well as members of the public ("IDX").

      (4) Other Members can electronically display the MLS data about the Property on their own websites, but such information is only available to be seen by the Other Members' clients or those who have registered with the Other Member, but not members of the general public ("VOW").

   B. **DELAYED MARKETING LIMITED EXPOSURE:**

      (1) The Property is submitted to the MLS, and it will also be made available to Other Members who may engage in one-to-one promotion with their existing or past clients but, other than specified in (4), may not mass market the Property to current, past, or prospective clients.

      (2) Information about the Property will NOT be syndicated to third party website displays that have an agreement with the MLS.

      (3) Other Members can NOT use their own IDX websites to electronically display the MLS data about the Property.

      (4) Other Members can electronically display the MLS data about the Property on their own VOW websites, but such information is only available to be seen by the Other Members clients or those who have registered with the Other Member, but not members of the general public.

   C. **COMING SOON (OR EQUIVALENT) MARKETING:**
   Some MLSs permit a Coming Soon status, but there is no statewide definition of what that status means. Seller is advised to discuss with Broker the meaning of "Coming Soon" as that term applies to the MLS in which the Property will be listed, and how any Coming Soon status will impact when and how a listing will be viewable to the public via the MLS.

   D. **OFFICE EXCLUSIVE LIMITED EXPOSURE:** The Property will not be submitted to the MLS for display during the entire listing period, or another time specified by the seller. The seller's broker may engage in one-to-one promotion between any licensee working through the broker and their clients. If allowed by the MLS under the NAR guidance, other members who have received direct one-to-one promotion from a licensee with the listing brokerage firm may themselves engage in one-to-one promotion with their clients but may not mass market the Property to current, past, or prospective clients.

   E. **DAYS ON MARKET:** Regardless of the marketing option chosen, Seller is advised to discuss with Broker how any Days on Market calculations, or any similar tracking fields, work in the MLS in which the Property will be listed for any option above, as well as the potential impact on Seller's property.

6. **PHOTOGRAPHS:** Visitors entering or touring the Property may take photographs or other images ("Images"), and Broker does not have the ability to control or block the taking and use of Images. Seller can instruct Broker to publish information in the MLS limiting the taking of Images to only those persons preparing appraisal or inspection reports. Seller acknowledges that even with a limiting instruction individuals who are either unaware of the MLS limiting instructions or who have disregarded those instructions may take images of the Property.

Property Address: ...., , ______ Date: ______

SELLER INSTRUCTIONS TO BROKER

Seller instructs Broker to market the Property as follows: (Note: It is possible that different MLSs may be in different stages of implementing the rules set by the NAR and that not all choices below may apply or be available at the time of the listing.)

1. **PROPERTY LISTING INFORMATION ON THE INTERNET (see paragraph 4 above for more information):**
   A. ☐ **TOTAL INTERNET OPT OUT:** Seller requests that Broker advise the MLS that Seller does not want the Property to be displayed on the internet. Seller understands and acknowledges that if this option is checked, consumers who search for listings on Internet sites may not see information about the Property.
   B. **LIMITED OPT OUT:**
   (1) ☐ Property Address: Seller requests that Broker advise the MLS that Seller does not want the address of the Property to be displayed on the internet. Seller understands and acknowledges that **(i)** if this option is checked, consumers who search for listings on internet sites may not see the Property address in response to their search, and **(ii)** all requests are subject to MLS rules.
   (2) **Features Opt out:** Seller understands and acknowledges that if either or both options below are checked **(i)** this opt-out applies only to the Websites or Electronic Displays of MLS participants and subscribers who are real estate broker and agent members of an MLS; **(ii)** other Internet sites may or may not have the features set forth herein; and **(iii)** neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
   (A) ☐ **Comments and Reviews:** Seller requests that Broker advise the MLS that Seller does not want visitors to MLS participant or subscriber Websites or Electronic Displays that display the Property listing to have **(i)** the ability to write comments or reviews about Seller's Property on those sites; or **(ii)** the ability to link to another site containing such comments or reviews.
   (B) ☐ **Automated Estimate of Value:** Seller requests that Broker advise the MLS that Seller does not want MLS participant or subscriber Websites or Electronic Displays that display the Property listing **(i)** to create an automated estimate of the market value of the Property; or **(ii)** the ability to link to another site containing such automated estimate of the market value of the Property.
2. **MARKETING OPTION (see paragraph 5 above for more information):**
   A. **FULL EXPOSURE:** Market the Property with full exposure to the public starting at the beginning of the Listing Period;
   OR B. ☐ **DELAYED MARKETING LIMITED EXPOSURE (only applicable if allowed by MLS):** Market the Property as a Delayed Marketing Limited Exposure. Seller understands that even though the Property will be submitted to the MLS, the Property's data will not be syndicated to third party websites, nor be exposed through Other Member IDX websites. The Property will be available for others to see, tour and inform their clients.
   OR C. ☐ **COMING SOON (only applicable if allowed by MLS):** Market the Property under a Coming Soon policy. Broker has explained the parameters of Coming Soon and any impact it may have on marketing of the Seller's Property.
   OR D. ☑ **OFFICE EXCLUSIVE LIMITED EXPOSURE: (NOTE**: Not all MLSs have implemented or follow the NAR guidance, and Seller should discuss with Broker what is allowed under MLS rules.) Market the Property as an Office Exclusive Limited Exposure. Seller instructs Broker to EXCLUDE the Property from full dissemination by the MLS for the time period specified below. Seller certifies that Seller understands that no public marketing (**paragraph 3B**) will occur, and while the property is in office exclusive limited exposure option, the scope of marketing that will occur will consist only of direct one-on-one promotion between the brokers and licensees affiliated with the listing brokerage and their respective clients. If allowed by the MLS under the NAR guidance, Broker may engage in one-to one communication with other licensees who may communicate with their clients but may not mass market the Property to current, past, or prospective clients. Seller's Property may be shown to clients of agents of the Broker, but not to clients of other brokers, without triggering the obligation to place the property in the MLS. Seller understands and agrees that should any public marketing of the property occur, including showing of the Property to clients of an outside brokerage, the Property listing will be submitted to the MLS within 1 business day.
   (1) Do NOT market the Property to the public during the entire Listing Period unless Seller gives Broker written instruction otherwise;
   OR (2) ☑ Do not begin marketing the Property to the public under full exposure (including through the MLS) until ______ (date).

These 2 boxes checked if delayed

3. **OTHER INSTRUCTIONS/TERMS:** Seller and Broker may agree to additional terms and items below, but they will be subject to MLS rules and what is permitted in the MLS.
   A. **SELLER PHOTOGRAPH INSTRUCTION:**
   (1) Visitors are not restricted from taking Images of the Property;
   OR (2) ☐ Seller instructs Broker to publish in the MLS that taking of images is limited to those persons preparing appraisal or inspection reports.
   B. **OTHER INSTRUCTIONS/TERMS:** ______

By signing below, Seller acknowledges that they have received a copy of this Multiple Listing Service Addendum, and they have read, understand, and agree to its terms.

Seller ______ Date ______

Seller ______ Date ______

Real Estate Broker (Listing Firm) ______

By ______ DRE Lic# ______ Date ______

By ______ DRE Lic# ______ Date ______

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RESIDENTIAL LISTING AGREEMENT — SELLER RESERVED
(Authorization and Right to Sell)
(C.A.R. Form RLASR, Revised 12/25)

CALIFORNIA ASSOCIATION OF REALTORS®

Date Prepared: ____________

1. **SELLER RESERVED LISTING AGREEMENT:** ____ ("Seller") hereby employs and grants ____ ("Broker") the exclusive and irrevocable right to sell or exchange the real property described as ______________________________, situated in ________________________ (City), ______________________ (County), California, __________ (Zip Code), Assessor's Parcel No. ________________ ("Property") for the Listing Period in **paragraph 2A(1)**.

2. **TERMS OF LISTING AGREEMENT:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 7 pages. Seller is advised to read all 7 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions
A	**Representation**		
A(1)	4G	**Listing Period** **(Maximum Length)**	Beginning ____________ (date) Ending at 11:59 P.M. on ____________ (date) (Not to exceed 24 months if improved with one to four units and not owned by an entity. If Listing Period exceeds 24 months on a residential 1-4, this Agreement is void, unless Seller is a corporation, LLC, or partnership.)
A(2)		**Listing Price**	______________________________ Dollars ($______________)
B		**Property Specific Listings**	☐ Manufactured (mobile) home (C.A.R. Form MHLA attached) ☐ Probate, conservatorship, or guardianship (C.A.R. Form PLA attached)
C	**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 Seller and Broker.** See attached Broker Compensation Advisory (C.A.R. Form BCA).		
C(1)	4B	**Compensation to Seller's Broker (only Seller's side of transaction)**	_____% of the listing price AND, if any, ___________; OR ☐ $ ___________; OR ☐ see attached Broker-created compensation schedule. (% above is based on purchase price if Seller and buyer sign a purchase agreement)
C(2)	[illegible]	☐ **Additional Compensation to Seller's Broker if buyer is unrepresented** **(Does NOT apply to dual agency)**	_____ % of the purchase price AND if any, ___________; OR ☐ $ ___________; OR ☐ see attached Broker-created compensation schedule. (If Broker represents both buyer and Seller, buyer side compensation shall be specified in a separate written agreement between Broker and buyer.)
C(3)	4D(2)	**Continuation of Right to Compensation for Broker Identified Prospective Buyers**	The Continuation Period shall be _____ calendar days after the Listing Period or any extension ("Continuation Period").
C(4)	4F	**Seller Obligation to Pay Previous Brokers**	Previous Listing/Other broker(s): ______________________________ Compensation to above broker(s) owed if Property transferred to: ____________
D	**Items Intended to be Included and Excluded**		
D(1)	5A	**Items Included** ☐ ______________________;	☐ ______________________; ☐ ______________________; ☐ ______________________; ☐ ______________________
D(2)	5A	**Excluded Items:** ☐ ______________________;	☐ ______________________; ☐ ______________________; ☐ ______________________; ☐ ______________________
D(3)	5B	**Leased Items:** ☐ Propane Tank(s);	☐ Solar Power System(s); ☐ Alarm System(s); ☐ Water Softener; ☐ ______________________
D(4)	5B	**Liened Items:** ☐ Heating/Ventilation/Air conditioning	☐ Solar Power System(s); ☐ Windows or Doors; ☐ ______________________; ☐ ______________________
D(5)	5C	**(a) Smart Home Features Seller prefers to Include:** ______________________ **(b) Smart Home Features Seller prefers to Exclude:** ______________________	
E	**MLS and Public Marketing**		
E(1)		**Property will be marketed in the following MLS**	Primary ______________________ Other(s): ______________________ See C.A.R. Form MLSA.
E(2)	[illegible]	**Publication of Seller willingness to consider concessions**	If checked below: **(i)** Seller authorizes Broker to market that Seller is willing to consider offers asking for concessions; and **(ii)** no amount of the possible concession will be stated in such marketing unless Seller notifies Broker in writing of the amount. ☐ In the MLS(s) listed above, if permitted by that MLS. ☐ In any other marketing outside of the MLS
E(3)	12A	☐ **Seller instructs Broker not to take or use photographs in marketing, except as required by MLS rules.**	

Seller's Initials _________/_________

EQUAL HOUSING OPPORTUNITY

OR (3) **Seller Interference with Listing:** 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.

E. ADDITIONAL COMPENSATION TERMS:

(1) **Seller Reserve:** This is an exclusive seller reserve listing agreement. Seller reserves the right to sell the Property directly to a purchaser without any obligation to pay compensation to Broker, unless otherwise specified in **paragraph 2** or elsewhere in writing. If Seller elects to exercise this right, Broker shall have no obligation to represent Seller in such transaction.

(2) **Buyer Breach and Seller Recovery of Damages:** If completion of the sale is prevented by a party to the transaction other than Seller, then compensation which otherwise would have been earned under **paragraph 4** 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 and suit, if any.

(3) **Escrow Instructions:** 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 4**, to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.

F. SELLER COMPENSATION OBLIGATIONS TO OTHER BROKERS:

(1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified in **paragraph 2C(4).**

(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 individuals or entities specified in **paragraph 2C(4).**

(3) If the Property is sold to anyone specified in **paragraph 2C(4)** 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.

G. MAXIMUM LISTING PERIOD: The maximum listing period allowed by law for residential property improved with one to four units is 24 months from the date this Agreement is made. This restriction does not apply if Seller is a corporation, LLC or partnership. It is unlawful to record or file this listing Agreement, or a memorandum or notice thereof, with the county recorder.

5. A. **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. Seller intends that the items specified in **paragraph 2D** be included or excluded 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 transaction; and **(ii)** Broker is not responsible for and does not guarantee that the above exclusions and/or inclusions will be in the purchase agreement.

B. **LEASED OR NOT OWNED ITEMS; LIENED ITEMS:** The items specified in **paragraph 2D(3)** are leased or not owned by Seller and the items specified in **paragraph 2D(4)** have been financed and a lien has been placed on the Property to secure payment. Seller will provide to the buyer, as part of the purchase agreement, copies of lease documents, or other documents obligating Seller to pay for any such leased or liened item.

C. **SMART HOME FEATURES:** The smart home features are intended to be included or excluded as specified in **paragraph 2D(5).**

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

7. **BROKER'S AND SELLER'S DUTIES:**

A. **BROKER RESPONSIBILITY, AUTHORITY AND LIMITATIONS:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized, but not required, to **(i)** order reports and disclosures including those specified in **paragraph 7E** as necessary, **(ii)** advertise and market the Property by any method and in any medium selected by Broker, including MLS and the internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and **(iii)** disclose to any real estate licensee making an inquiry the receipt of any offers on the Property and the offering price of such offers.

CALIFORNIA ASSOCIATION OF REALTORS®

RESIDENTIAL LISTING AGREEMENT — "OPEN"

(Non-Exclusive Authorization and Right to Sell)
(C.A.R. Form RLAN, Revised 12/25)

Date Prepared: _______________

1. **NON-EXCLUSIVE RIGHT TO SELL:** ____ ("Seller") hereby employs and grants ____ ("Broker") the non-exclusive right to sell or exchange the real property described as ____, situated in ______________________ (City), ______________________ (County), California, __________ (Zip Code), Assessor's Parcel No. __________________ ("Property") for the Listing Period in **paragraph 2A(1)**.

2. **TERMS OF LISTING AGREEMENT:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 7 pages. Seller is advised to read all 7 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions
A	**Representation**		
A(1)	4G	**Listing Period** **(Maximum Length)**	Beginning ____________ (date) Ending at 11:59 P.M. on ____________ (date) (Not to exceed 24 months if improved with one to four units and not owned by an entity. If Listing Period exceeds 24 months on a residential 1-4, this Agreement is void, unless Seller is a corporation, LLC, or partnership.)
A(2)		**Listing Price**	________________________________ Dollars ($____________)
B		**Property Specific Listings**	☐ Manufactured (mobile) home (C.A.R. Form MHLA attached) ☐ **Probate, conservatorship, or guardianship (C.A.R. Form PLA attached)**
C	**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 Seller and Broker.** See attached Broker Compensation Advisory (C.A.R. Form BCA).		
C(1)	4B	**Compensation to Seller's Broker (only Seller's side of transaction)**	_____% of the listing price AND, if any, ___________; OR ☐ $ ___________; OR ☐ see attached Broker-created compensation schedule. (% above is based on purchase price if Seller and buyer sign a purchase agreement)
C(2)	4C	☐ **Additional Compensation to Seller's Broker if buyer is unrepresented** **(Does NOT apply to dual agency)**	_____ % of the purchase price AND if any, ___________; OR ☐ $ ___________; OR ☐ see attached Broker-created compensation schedule. **(If Broker represents both buyer and Seller, buyer side compensation shall be specified in a separate written agreement between Broker and buyer.)**
C(3)	4D(2)	**Continuation of Right to Compensation for Broker Identified Prospective Buyers**	The Continuation Period shall be _____ calendar days after the Listing Period or any extension ("Continuation Period").
C(4)	4F	**Seller Obligation to Pay Previous Brokers**	Previous Listing/Other broker(s): ______________________ Compensation to above broker(s) owed if Property transferred to: ______________________
D	**Items Intended to be Included and Excluded**		
D(1)	5A	**Items Included** ☐ ______________________;	☐ ______________________; ☐ ______________________; ☐ ______________________; ☐ ______________________
D(2)	5A	**Excluded Items:** ☐ ______________________;	☐ ______________________; ☐ ______________________; ☐ ______________________; ☐ ______________________
D(3)	5B	**Leased Items:** ☐ Propane Tank(s);	☐ Solar Power System(s); ☐ Alarm System(s); ☐ Water Softener; ☐ ______________________
D(4)	5B	**Liened Items:** ☐ Heating/Ventilation/Air conditioning	☐ Solar Power System(s); ☐ Windows or Doors; ☐ ______________________; ☐ ______________________
D(5)	5C	**(a) Smart Home Features Seller prefers to Include:** ______________________ **(b) Smart Home Features Seller prefers to Exclude:** ______________________	
E	**MLS and Public Marketing**		
E(1)		**Property will be marketed in the following MLS**	Primary ______________________ Other(s): ______________________ See C.A.R. Form MLSA.
E(2)	10	**Publication of Seller willingness to consider concessions**	If checked below: **(i)** Seller authorizes Broker to market that Seller is willing to consider offers asking for concessions; and **(ii)** no amount of the possible concession will be stated in such marketing unless Seller notifies Broker in writing of the amount. ☐ In the MLS(s) listed above, if permitted by that MLS. ☐ In any other marketing outside of the MLS
E(3)	12A	☐ **Seller instructs Broker not to take or use photographs in marketing, except as required by MLS rules.**	

F	Broker's and Seller's Duties		
F(1)	7B	**Timing of Presentation of Offers**	Seller instructs Broker to present all offers received as soon as practicable OR ☐ Offers shall be presented on ____________ (date) or ☐ _____ days after the Property is listed as active on the MLS.
F(2)	7C	**Buyer Supplemental Offer Letters (Buyer Letters)**	Seller instructs Broker not to present Buyer Letters, OR ☐ Seller instructs Broker to present Buyer Letters. If Seller requests or relies on Buyer Letters, Seller is acting against Broker's advice.
F(3)	7E	**Investigation Reports**	☑ Natural Hazard Disclosure ☐ Structural Pest Control, ☐ General Property Inspection, ☐ Homeowners Association Documents, ☐ Preliminary (Title) Report, ☐ Roof Inspection, ☐ Pool Inspection, ☐ Septic/Sewer Inspection, ☐ Other: ____________ Seller shall order and pay for any reports selected within **5 (or _____) days** of the Beginning Date of this Agreement
G	21	**Exceptions to Ownership/Title**	____________
H		☐ **Seller intends to include a contingency to purchase a replacement property as part of any transaction (see C.A.R. Form SPRP).**	
I		**Intentionally Left Blank**	
J	13, 14	**Seller Opt Outs**	☐ Keysafe/Lockbox ☐ Signs If "Open" and other Brokers also have an "Open" listing, then perhaps Seller says, 'No sign'.
K		**Additional Terms**	____________

3. ADVISORIES AND ADDENDA:

A. Advisories

☑ Broker Compensation Advisory (C.A.R. Form BCA)
☐ REO Advisory Listing (C.A.R. Form REOL)
☐ Trust Advisory (C.A.R. Form TA)
☐ Other: ____________

B. Addenda. The addenda identified below are incorporated into this Agreement

☐ Short Sale Listing Addendum (C.A.R. Form SSLA)
☐ ____________
☐ ____________
☐ ____________

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.

A. ADVISORY: Real estate commissions include all compensation and fees to Broker and are fully negotiable.

B. COMPENSATION TO BROKER: Seller agrees to pay to Broker, as compensation for services under this Agreement, the amount specified in **paragraph 2C(1).**

C. OPTIONAL ADDITIONAL COMPENSATION FOR UNREPRESENTED BUYER: Seller agrees to pay Broker the additional amount specified in **paragraph 2C(2)**, if checked, for services rendered only if the buyer is not represented by a real estate agent. If a buyer is represented by a real estate agent, whether working through Broker or another brokerage company, then **paragraph 2C(2)** does not apply.

D. COMPENSATION TERMS: Compensation is earned, and Seller shall pay Broker as follows:

(1) **Completed Transaction or Seller Default:** If during the Listing Period, or any extension, Broker 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.)

OR (2) **Continuation of Right to Compensation for Broker Procured Buyer(s):** If, during the Continuation Period specified in **paragraph 2C(3)**, or the same period of time 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:

- who physically entered and was shown the Property during the Listing Period or any extension by Broker or a any other broker; or
- for whom Broker or any other broker submitted to Seller a signed, written offer to acquire, lease exchange or obtain an option on the Property.

Broker's right to compensation pursuant to this paragraph shall only apply if, prior to expiration of this Agreement or any extension, Broker delivers to Seller a written notice of the names of such Prospective Buyers (C.A.R. Form NPB).