

## eSeller Listing

Full Legal Name on Title:

Ownership, title, authority: Seller warrants that (i) Seller is the owner of the Property; (ii) no other persons or entities have title to the Property; and (iii) Seller has the authority to both execute this Agreement and sell the Property.

Today's Date:

Property Address:

Property Type:

Listing Price:

Listing Start Date:

Do you want your property to be listed on the MLS and disseminated through other real estate websites?:

Opting out of MLS: If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that (a) 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; (b) 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; (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property. Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price. Seller understands that Broker must present all offers received for Seller's Property unless Seller gives Broker written instructions to the contrary.

Seller authorizes (or does not authorize) Broker to install a FOR SALE/SOLD sign on the property and offer your property to our eBuyers:

Keysafe/Lockbox: A key safe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating Brokers, MLS participants, their authorized licensees and representatives, authorized inspectors and accompanies prospective buyers. Broker, cooperating brokers, MLS and Associations/Board of Realtors are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a key safe/lockbox. Seller does, or does not authorize Broker to install a key safe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a key safe/lockbox.

Selling Agent Commission:

Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy. 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 to any escrow regarding the Property involving Seller and a buyer, Prospective Buyer or other transferee.

Notice: The amount or rate of real estate commissions are not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker (real estate commission include all compensation and fees to Broker). Our Realtors/Brokers set their commissions independently.

AGENCY: A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations: To The Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller: (a) diligent exercise of reasonable skill and care in performance of the agent's duties; (b) a duty of honest and fair dealing and good faith; (c) a duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.



The above duties of the agent in a real estate transaction do not relieve a Seller from the responsibility to protect his own or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. A Seller has the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Sellers are strongly urged to obtain tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Agency - E Real Estate Corp., DRE#01915767

Mediation: Seller and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Listing Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, or any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. The following matters shall be excluded from mediation: (i) a 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; and (iv) any matter that is within the jurisdiction of probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.

Attorney's Fees: In any action, proceeding or arbitration between Seller and Broker to enforce the compensation provisions of this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Seller or Broker.

Equal Housing Opportunity: The Property is offered in compliance with federal, state and local anti-discrimination laws.

Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property. Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the Property unless the Property is transferred.

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# Signature Certificate

Document name: eSeller Listing

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## Timestamp

## Audit

May 5, 2020 3:00 pm PST

eSeller Listing Uploaded by Jorge Lara -  
jorgelarasellsre@gmail.com IP 71.177.184.114

May 5, 2020 3:03 pm PST

Admin Account - erecassist@gmail.com added by Jorge Lara -  
jorgelarasellsre@gmail.com as a CC'd Recipient Ip:  
71.177.184.114

July 8, 2020 12:55 pm PST

Admin Account - erecassist@gmail.com added by Jorge Lara -  
jorgelarasellsre@gmail.com as a CC'd Recipient Ip:  
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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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