



**BUYER'S LISTING AGREEMENT**  
 Exclusive Right to Buy, Exchange or Option

Prepared by: Agent \_\_\_\_\_  
 Broker \_\_\_\_\_

Phone \_\_\_\_\_  
 Email \_\_\_\_\_

**NOTE:** This form is used by a buyer's agent when employed by a prospective buyer as their sole agent, to prepare an offer to render services on behalf of the buyer to locate and acquire property for a fixed period of time.

**DATE:** \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.  
*Items left blank or unchecked are not applicable.*

**1. RETAINER PERIOD:**

1.1 Buyer hereby retains and grants to Broker the exclusive right to locate real property of the type described below and to negotiate the terms and conditions for its purchase, lease or option, acceptable to Buyer, for the period beginning on \_\_\_\_\_, 20\_\_\_\_\_ and terminating on \_\_\_\_\_, 20\_\_\_\_\_.

**2. BROKER'S OBLIGATIONS:**

2.1 Broker to use diligence in the performance of this employment.

**3. GENERAL PROVISIONS:**

- 3.1 Buyer acknowledges receipt of the Agency Law Disclosure. [See RPI Form 305]
- 3.2 Buyer authorizes Broker to cooperate with other brokers and divide with them any compensation due.
- 3.3 Before any party to this agreement files an action on a dispute arising out of this agreement which remains unresolved after 30 days of informal negotiations, the parties agree to enter into non-binding mediation administered by a neutral dispute resolution organization and undertake a good faith effort during mediation to settle the dispute.
- 3.4 The prevailing party in any action on a dispute will be entitled to attorney fees and costs, unless they file an action without first offering to enter into mediation to resolve the dispute.
- 3.5 This agreement will be governed by California law.

**4. BROKERAGE FEE:**

**NOTICE: The amount or rate of real estate fees is not fixed by law. They are set by each Broker individually and may be negotiable between Client and Broker.**

- 4.1 Buyer agrees to pay Broker  \_\_\_\_\_% of the purchase price, or  \_\_\_\_\_, IF:
  - a. Buyer, or any person acting on Buyer's behalf, purchases, leases, exchanges for or obtains a purchase option on real property sought under this agreement during the retainer period.
  - b. Buyer terminates this employment of Broker during the listing period.
  - c. Within one year after termination of this agreement, Buyer enters into negotiations which result in Buyer's acquisition of an interest in any property Broker has solicited information on or negotiated with its owner, directly or indirectly, on behalf of Buyer prior to this agreement's termination. Broker to identify prospective properties by written notice to Buyer within 21 days after termination. [See RPI Form 123]
- 4.2 Buyer's obligation to pay Broker a brokerage fee is extinguished on Broker's acceptance of a fee from Seller or Seller's Broker of property acquired by Buyer.
- 4.3 In the event this agreement terminates without Broker receiving a fee under §4.1 or §4.2, Buyer to pay Broker the sum of \$\_\_\_\_\_ per hour of time accounted for by Broker, not to exceed \$\_\_\_\_\_.

**TYPE OF PROPERTY SOUGHT:**

GENERAL DESCRIPTION \_\_\_\_\_  
 LOCATION \_\_\_\_\_ SIZE \_\_\_\_\_  
 RENTAL AMOUNT/TERM \_\_\_\_\_

**I agree to render services on the terms stated above.**

Date: \_\_\_\_\_, 20\_\_\_\_\_  
 Buyer's Broker: \_\_\_\_\_  
 Broker's CalBRE #: \_\_\_\_\_  
 Buyer's Agent: \_\_\_\_\_  
 Agent's CalBRE #: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Email: \_\_\_\_\_

**I agree to employ Broker on the terms stated above.**

See attached Signature Page Addendum. [RPI Form 251]  
 Date: \_\_\_\_\_, 20\_\_\_\_\_  
 Buyer's Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Buyer's Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Email: \_\_\_\_\_