



LOAN BROKER LISTING

Exclusive Right to Borrow

Prepared by: Agent _____
Broker _____

Phone _____
Email _____

NOTE: This form is used by an agent when entering into the employment of a buyer or an owner of a property as their sole agent for a fixed period of time, to arrange a mortgage to be secured by the property.

DATE: _____, 20_____, at _____, California.
Items left blank or unchecked are not applicable.

1. RETAINER COMMITMENTS:

- 1.1 Owner hereby retains and grants to Broker the exclusive right to locate a lender and arrange a loan to be secured by the property described herein, for the period of this listing beginning on _____, 20_____ and terminating on _____, 20_____.
- 1.2 Broker to use diligence in the performance of this employment. Owner to cooperate with Broker to meet the objectives of this employment.
- 1.3 Owner hands \$_____ to Broker for deposit into Broker's trust account for application to Owner's obligations under the attached Listing Package Cost Sheet. [See **RPI Form 107**]

2. ADDENDA to this agreement include:

- 2.1 Credit Application [See **RPI Form 302**]
- 2.2 Loan Purpose Statement [See **RPI Form 202-2**]
- 2.3 Acknowledgement of Changing Conditions [See **RPI Form 202-1**]
- 2.4 See Addendum for additional provisions [See **RPI Form 250**]
- 2.5 _____
- 2.6 _____
- 2.7 _____

3. 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.

- 3.1 Owner agrees to pay Broker _____% of the principal amount of the loan sought or obtained, or _____, IF:
 - a. Anyone procures a lender on the terms stated in this agreement, or on any other terms accepted by Owner during the period of this listing.
 - b. The property is withdrawn as collateral, or title is made unmarketable as collateral by Owner during the retainer period.
 - c. Owner terminates this employment of Broker during the retainer period.
 - d. Within one year after termination of this agreement, Owner or their agent enter into negotiations, which later result in a transaction contemplated by this agreement, with a lender whom Broker or a cooperating broker negotiated with during the period of this listing. Broker to identify prospective lenders by written notice to the owner within 21 days after termination of this agreement.
- 3.2 If this agreement terminates without Owner becoming obligated to pay Broker a fee, Owner to pay Broker the sum of \$_____ per hour of time accounted for by Broker, not to exceed \$_____.

4. LOAN TERMS:

- 4.1 Loan sought is \$_____, payable as follows:
 - a. Interest at an annual rate of no more than _____%, fixed, ARM, type _____
 - b. Payments due monthly, or _____, amortized over _____ years.
 - c. Final/balloon payment due _____, 20_____.
 - d. Late charge _____
 - e. Prepayment penalty _____
 - f. Loan escrow with _____
 - g. A lender's ALTA policy purchased by Owner in the amount of the loan.
Title Company _____

5. REAL ESTATE SECURING THE LOAN:

5.1 Type _____
 Address _____
 Referred to as _____
 Vesting _____

5.2 The priority for the lien securing the loan sought will be first, or second.

5.3 Encumbrances of record:

- a. A first loan in the amount of \$_____, payable \$_____ per month until paid, including interest at _____%, ARM, type _____, due _____, 20____, impounds being \$_____ monthly.
 Lender: _____
- b. A second loan in the amount of \$_____, payable \$_____ per month, until paid, including interest at _____%, ARM, type _____, due _____, 20____.
 Lender: _____
- c. Other encumbrance, bond, assessment or lien in the amount of \$_____.
 Lienholder: _____

5.4 My purchase price on _____ was \$_____. Since the purchase of the property, I have invested in repairs and improvements of approximately \$_____.

5.5 The current fair market value is \$_____.
 Property taxes for the year 20_____ were \$_____.

5.6 The property is occupied by _____
 at a rental rate of \$_____ per month, under a:
 rental agreement; or
 lease agreement which expires _____, 20____.
 a. See attached Rental Income Rent Roll. [See RPI Form 352-1]

6. PERSONAL PROPERTY INCLUDED AS COLLATERAL:

6.1 Referred to as _____

6.2 Encumbered for the amount of \$_____, payable \$_____ monthly, including interest at _____%, due _____, 20____.
 Lender _____

7. GENERAL PROVISIONS:

- 7.1 Broker is authorized to disclose, publish, discuss, and disseminate among prospective lenders the financial information supplied by Owner or credit agencies.
- 7.2 Owner warrants all necessary permits have been obtained for any additions, alterations, repairs, installations or replacements to the structure or its components, except _____.
 a. See attached Condition of Property Disclosure. [See RPI Form 304]
- 7.3 Owner authorizes Broker to cooperate with other agents and divide with them any compensation due.
- 7.4 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.

7.5 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.

7.6 This listing agreement will be governed by California law.

7.7 _____

I agree to render services on the terms stated above.

Date: _____, 20____

Broker's Name: _____

CalBRE #: _____ NMLS #: _____

Agent's Name: _____

CalBRE #: _____ NMLS #: _____

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____

Owner's Name: _____

Signature: _____

Owner's Name: _____

Signature: _____

Address: _____

Phone: _____ Cell: _____

Email: _____