



**PROBATE LISTING AGREEMENT**  
 Under Authority of the Probate Code  
 (C.A.R. Form PL, Revised 4/06)

1. **EXCLUSIVE RIGHT TO SELL:** \_\_\_\_\_ ("Seller"), the court-appointed representative of the  estate  conservatorship or  guardianship identified by Superior Court case name as \_\_\_\_\_, Case # \_\_\_\_\_, hereby employs and grants \_\_\_\_\_ ("Broker") the exclusive and irrevocable right, commencing on (date) \_\_\_\_\_ and expiring at 11:59 P.M. on (date) \_\_\_\_\_ ("Listing Period") (not to exceed 90 days), to sell or exchange the real property in the City of \_\_\_\_\_, County of \_\_\_\_\_, California, described as follows: \_\_\_\_\_ ("Property").
2. **COURT CONFIRMATION** of any sale  **is required** (limited authority)  **may not be required** (full authority).
3. **TERMS OF SALE:**
  - A. **LIST PRICE:** The listing price shall be \_\_\_\_\_ (\$ \_\_\_\_\_).
  - B. **PERSONAL PROPERTY:** The following items of personal property are included in the above price: \_\_\_\_\_
  - C. **ADDITIONAL TERMS:** \_\_\_\_\_
4. **MULTIPLE LISTING SERVICE:** Information about this listing  will  will not be provided to a multiple listing service ("MLS") of Broker's selection and all terms of the transaction will be provided to the MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Seller authorizes Broker to comply with all applicable MLS Rules. MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 48 hours or some other period of time after all necessary signatures have been obtained on the listing agreement. However, Broker will not have to submit this listing to the MLS or can prohibit this listing or certain information from or about it from appearing on certain internet sites if, within that time, Broker submits to the MLS a form signed by Seller (C.A.R. Form SEL or the locally required form) instructing Broker to withhold the listing from the MLS. Information about this listing will be provided to the MLS of Broker's selection unless a form instructing Broker to withhold the listing from the MLS is attached to this listing Agreement.
5. **TITLE:** Seller warrants that title to the Property is as follows: \_\_\_\_\_
6. **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. (Local court rules may establish maximum permissible amounts.)**
  - A. Seller agrees to pay to Broker from the proceeds of the sale, as compensation for services, irrespective of agency relationships, and subject to California Probate Code, or an amount determined by the court, either  \_\_\_\_\_ percent of the sales price OR  \$ \_\_\_\_\_, AND \_\_\_\_\_ if during the Listing Period, or any extension, Broker, cooperating broker, Seller, or any other person, produces a buyer who purchases the Property on the above price and terms or any other terms and conditions acceptable to Seller, Broker is entitled to compensation (whether any escrow resulting from such offer closes during or after the expiration of the Listing Period),
  - B. Broker is authorized to cooperate with other brokers and divide with other brokers the above compensation in any manner acceptable to Broker, or as allowed or determined by the Court.
  - C. Seller warrants that Seller has no obligation to pay compensation to any other Broker regarding the transfer of the Property except: \_\_\_\_\_  
 If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (a) Broker is not entitled to compensation under this Agreement; and (b) Broker is not obligated to represent Seller with respect to such transaction.

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Seller acknowledges receipt of a copy of this page.

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



PL REVISED 4/06 (PAGE 1 OF 2)

PROBATE LISTING AGREEMENT (PL PAGE 1 OF 2)

Agent: <b>Patrick Hale</b>	Phone: <b>619.309.7883</b>	Fax: <b>619.401.4083</b>	Prepared using WINForms® software
Broker: <b>Realty Source, Inc. 365 Broadway Ave., Suite 201 El Cajon, CA 92120</b>			

Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

- 7. **BROKER'S AND SELLER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement and is authorized to advertise and market the Property in any medium selected by Broker. Seller agrees to consider offers presented by Broker and to act in good faith toward accomplishing the sale of the Property. Seller further agrees, regardless of responsibility, to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney fees arising from any incorrect information supplied by Seller, whether contained in any document, omitted therefrom or otherwise, or from any material facts which Seller knows but fails to disclose.
  - 8. **AGENCY RELATIONSHIPS:** Broker shall act as the agent for Seller in any resulting transaction. Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and such Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the expiration of this Agreement.
  - 9. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf a deposit to be applied toward the sales price.
  - 10. **LOCKBOX:** A keysafe/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 accompanied prospective buyers. Broker, cooperating brokers, MLS and Associations/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox. Seller does (or if checked  does not) authorize Broker to install a keysafe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox. (C.A.R. Form KLA).
  - 11. **SIGN:** (If checked:)  Seller authorizes Broker to install a FOR SALE/SOLD sign on the Property.
  - 12. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state, and local anti-discrimination laws.
  - 13. **ADDITIONAL TERMS:**  Probate Advisory (C.A.R. Form PAL)
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14. **ENTIRE CONTRACT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.

**Seller warrants that Seller has the authority to execute this Agreement.**

**Seller acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Agreement.**

Date \_\_\_\_\_ at, California \_\_\_\_\_

By \_\_\_\_\_

Court-Appointed Representative(s) of \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Date \_\_\_\_\_ at, California \_\_\_\_\_

By \_\_\_\_\_

Court-Appointed Representative(s) of \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





PROBATE ADVISORY For Probate, Conservatorship and Guardianship Properties

The sale of the Property described as (address) \_\_\_\_\_, pursuant to the attached Probate Listing Agreement (C.A.R. form PL-11) is made under authority of the California Probate Code. The Seller is not the title owner, but instead is a representative of a probate estate, a guardianship or a conservatorship. The sale may require a court order. Many obligations imposed upon sellers, particularly sellers of real property containing one-to-four dwelling units, may not be applicable to the sale of this property. However, even though the seller is exempt from many obligations, the seller must still comply with many others. Further, any real estate licensee representing Buyer or Seller in the transaction may have duties independent of the principals. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the attached agreement.

EXEMPTIONS:

- 1. TDS, NHD, Mello-Roos: Seller is exempt from providing Buyer with the Real Estate Transfer Disclosure Statement (TDS), Natural Hazard Disclosure Statement (NHD), and a Mello-Roos district lien disclosure, pursuant to California Civil Code either for "transfers pursuant to court order" or for "transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust."
2. Earthquake Guides: Seller is exempt from providing either a Homeowner's or Commercial Property Owner's Guide to Earthquake Safety.
3. Smoke Detectors: The sale is exempt from the State requirements that, for single family residences, operable smoke detectors be in place and that a written statement of compliance be provided to Buyer.

REQUIREMENTS:

- 1. Disclosures: Seller is not exempt from common law and statutory duties concerning fraud and deceit, even though the specific TDS form is not required to be completed. Seller remains obligated to disclose known material facts affecting the value and desirability of the property.
2. Hazard Zones: Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States Code, even though, pursuant to the Civil Code, the specific NHD form is not required to be completed.
3. Water Heaters: The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped.
4. Lead-based Paint: The Seller is not exempt from the federal obligation to (i) disclose known lead-based paint and lead-based paint hazards, (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the property, (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home," and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
5. Data Base Disclosure: The sale is not exempt from the requirement that residential sales contracts contain a notice regarding the availability of information about registered sex offenders.

Seller acknowledge receipt of copy of this page, which constitutes Page 1 of \_\_\_\_\_ Pages. Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

**6. Tax Withholding:** The sale is not exempt from the obligation of the buyer to withhold a portion of the purchase price under federal law if the transferor is a "foreign person" or under state law if the transferor had a last known street address outside of California. **Federal:** For federal purposes, a non-resident alien includes a fiduciary. An administrator or executor of an estate is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. **State:** If the decedent was a California resident at the time of death, the estate is treated as a California resident regardless of the residency of the executor or administrator.

**7. Brokers:**

**A. Inspection:** The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. form AID-11.

**B. Agency:** The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units.

**OTHER CONSIDERATIONS:**

**1. Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, or installation of smoke detectors). Local law should be consulted to determine if sales made under the authority of the California Probate Code are exempt from such requirements.

**2. Death:** If the Property is being sold under authority of the Probate Code because of the death of an owner of the Property and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to the executor or administrator of the estate.

**3. Stock Cooperatives:** If the Property is part of a stock cooperative (Co-op), Buyer may be required to seek approval of the Board or Owner's Association of the Co-op prior to transfer of title. If this is not a contingency of the sale, failure of Buyer to gain approval of the Co-op board will not provide grounds for cancellation or rescission of the sale.

**4. Court Confirmation/Independent Authority:**

The representative of a decedent's estate may receive authority to sell the Property under the Independent Administration of Estates Act (IAEA). In order to do so, the representative must first petition the Probate Court. The Petition may be made at the time the representative is approved or any other time. Notice of the Petition is given to heirs, devisees, executors and other interested persons, any of whom may object.

If IAEA authority is granted it may be full or limited. If only limited authority has been granted, the sale must be confirmed by the court. If full authority has been granted, the representative must first give a notice of the proposed sale to the devisees and heirs of the decedent and other interested parties. If no objection is received, the sale may proceed. If any noticed person objects, the sale may require court confirmation. Note: A representative with full authority has the option of proceeding to court for confirmation even if not required to do so under the Probate Code.

Date \_\_\_\_\_

Date \_\_\_\_\_

Seller \_\_\_\_\_

Seller \_\_\_\_\_

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