



SINGLE PARTY COMPENSATION AGREEMENT

_____ ("Seller") and _____ ("Broker") agree as follows, with regard to the real property in the City of _____, County of _____, California, described as follows: _____ ("Property").

1. 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 the Seller and Broker.

Seller agrees to pay Broker, irrespective of agency relationships, either _____ percent of the sales price or \$ _____, as follows:

- A. If Seller accepts an offer from _____, ("Buyer") to purchase or exchange the Property during the period commencing on (date) _____ and expiring at 11:59 P.M. on (date) _____ ("Compensation Period").
B. Buyer includes any person or entity related to Buyer, or who in any manner acts in Buyer's behalf, including, if Buyer is a corporation or partnership, any person or entity in which Buyer has a legal or beneficial interest, or which has a legal or beneficial interest in Buyer.
C. Seller hereby irrevocably assigns to Broker the above compensation from Seller's funds and proceeds in escrow.
D. In event of an exchange, Broker will disclose if Broker is also collecting compensation from additional parties.
E. Seller warrants that Seller has no obligation to pay compensation to any other broker regarding the sale or exchange of Property to Buyer.
F. This Agreement shall remain binding, even if, during Compensation Period, Seller enters into a listing agreement with any broker to sell Property.

2. AGENCY RELATIONSHIPS:

- A. If the Property includes residential property with one-to-four dwelling units, Broker shall give Seller an agency disclosure form prior to presenting an offer to purchase.
B. (Check one) In the transaction:
1. _____ Broker will act as agent for Seller exclusively in any resulting transaction.
2. _____ Broker will act as dual agent representing both Buyer and Seller in any resulting transaction.
3. _____ Broker will act as agent for Buyer exclusively in any resulting transaction. Seller agrees and understands that all acts of Broker, even those that assist Seller in performing or completing any of Seller's contractual or legal obligations, are intended for the benefit of Buyer exclusively. Seller is advised to seek real estate, legal, tax, insurance, and all other desired assistance from other appropriate professionals.
C. This Agreement does not require Broker to solicit offers on the Property from Buyer, nor does it authorize Broker to solicit offers from any other person or entity.

- 3. EQUAL HOUSING OPPORTUNITY: The Property is offered in compliance with federal, state, and local anti-discrimination laws.
4. APPLICABLE LAWS: Seller agrees to comply with all applicable federal, state, and local laws and regulations regarding sale of Property.
5. ATTORNEY FEES: In any action, proceeding, or arbitration between Seller and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs.
6. OTHER TERMS AND CONDITIONS: _____

7. 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. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.

Seller _____ Date _____ Seller _____ Date _____
Address _____ Address _____
City _____ State _____ Zip _____ City _____ State _____ Zip _____
Real Estate Broker (Firm) _____ By _____ Date _____
Address _____ Telephone _____ Fax _____

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Reviewed by _____ Date _____ Broker or Designee _____

