



FARM AND LAND OPEN LISTING AGREEMENT

(Non-Exclusive Authorization and Right to Sell)

1. NON-EXCLUSIVE RIGHT TO SELL: _____ ("Seller") beginning (date) _____ and ending at 11:59pm on (date) _____ ("Listing Period") the **non-exclusive** and irrevocable right to sell or exchange the real property in _____ and/or County of _____ California, including county Assessor's Parcel No's _____ otherwise described as _____ ("Property").

2. ITEMS EXCLUDED AND INCLUDED: Unless otherwise specified in a real estate purchase agreement, all fixtures and fittings that are attached to the Property are included, and personal property items are excluded, from the purchase price. Seller understands that: (i) the purchase agreement supersedes any intention expressed above and will ultimately determine which items are excluded and included in the sale; and (ii) Broker does not represent or guarantee that the listed price or terms including exclusions regarding personal property will be contained in any purchase agreement. Seller is advised to carefully review all purchase agreements and is solely responsible to assure that the term price exclusions and inclusions contained therein are acceptable to Seller.

3. LISTING PRICE AND TERMS:

A. The listing price shall be: _____ Dollars (\$ _____).

B. Additional Terms: _____

4. 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 (real estate commissions include all compensation and fees to Broker).

A. Seller agrees to pay to Broker as compensation for services irrespective of agency relationship(s), either _____ percent of the listing price (or if a purchase agreement is entered into, of the purchase price), or \$ _____, as follows:

(1) If during the Listing Period, (including any extensions), Broker, or any other Broker cooperating with Broker, procures a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)

OR (2) If within **180** calendar days (a) after the end of the Listing Period, any extension thereof, or (b) after any cancellation of this Agreement, unless otherwise agreed in writing, Seller, enters into a contract to sell, convey, lease or otherwise transfer the Property to any person, corporation, or entity ("Prospective Buyer") or any person, corporation, or other entity owned, controlled by or otherwise related to the Prospective Buyer: (i) who was shown the Property during the Listing Period or any extension either by Broker or any cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to Seller a written offer or proposal to acquire, lease, exchange or obtain an option on the Property. **Seller, however, shall have no obligation to Broker under this paragraph 4A(2) unless, not later than 30 calendar days after the end of the Listing Period or any extension thereof, Broker has provided to Seller a written notice of the names of such Prospective Buyer.**

B. If completion of the sale is prevented by a party to the transaction other than Seller, then compensation due under paragraph 4A shall be payable only if and when Seller collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.

C. Though not obligated to do so, Broker is (or if checked ☐ is not), authorized to cooperate with and compensate other brokers in amounts as per Brokers sole discretion. Broker is (or if checked ☐ is not) authorized to submit the Property to potential cooperating Brokers via one or more MLS systems. Subsequent to closing of any sales or transaction, Broker is (or if checked ☐ is not) authorized or allowed to submit the sale price and other terms of such closing transaction of the Property to any Multiple Listing Systems in which Broker has elected. Where the Property is submitted to MLS, Seller acknowledges and agrees that the MLS rules may allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS written instructions to the contrary. Seller acknowledges that for any such instructions to be effective, Seller must make them on a separate instruction to Broker signed by Seller and provided by Broker to the MLS.

Seller understands that such instructions may mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.

D. 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 pursuant to paragraph 4A, to any escrow regarding this Property involving Seller and a buyer, Prospective Buyer or other transferee.

E. (1) Seller represents that Seller has not previously entered into a listing agreement with another broker regarding the Property, unless specified as follows: _____

(2) Seller warrants that Seller has no obligation to pay compensation to any other broker, whether or not identified in this paragraph, regarding the Property unless the Property is transferred to any of the following individuals or entities: _____

Seller Initials (_____) (_____)

(3) If the Property is sold to anyone listed immediately above during the time Seller is obligated to compensate another broker: **(i) Broker shall not be entitled to compensation under this Agreement; and (ii) Broker will not be obligated to represent Seller in such transaction.**

F. This is a **non-exclusive agency listing**. **Seller reserves the right to sell the Property either directly to a purchaser, or through another broker, without any obligation to pay compensation to Broker, unless otherwise specified in this paragraph 4.**

5. **SELLER REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is unaware of: (i) any Notice of Default recorded against the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Seller shall promptly notify Broker in writing if Seller becomes aware of any of these items during the Listing Period or any extension thereof.

6. **BROKER'S AND SELLER'S DUTIES:** (a) Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Seller gives Broker written instructions to the contrary, Broker is authorized, at Broker's expense, to (i) order reports and disclosures as necessary, (ii) advertise and market the Property by any method and in any medium selected by Broker, including the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium; and (iii) disclose to any real estate licensee making an inquiry the receipt of any existing offers on the Property (b) Seller agrees to consider offers presented by Broker, and to act in good faith to accomplish the sale of the Property by, among other things, making the Property available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Property except for those buyers whom broker would not be entitled to compensation (paragraphs 4A, 4E). Seller is responsible for determining at what price to list and sell the Property. **Seller further agrees to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments, attorney fees and costs arising from any incorrect information supplied by Seller, or from any material facts that Seller knows but fails to disclose. Seller hereby represents, warrants, and agrees that they shall not enter into any contract or accept any offer, including Broker's, without as a condition of such acceptance requiring Buyer to execute Broker's Commercial Farm and Land Addendum (CFLA), and also where the Property contains a residential dwelling unit, a Broker Buyer Advisory Addendum (BRA), a copy of each which Seller hereby acknowledges having received. In the event Seller, in breach of this agreement and warranty, does accept any contract or enter into any purchase agreement which does not, as a condition precedent, require Buyer's execution of said CFLA, then Seller hereby agrees to indemnify and hold Broker harmless from any and all loss, cost, or expense including, but not limited to, any legal cost and attorney's fees which Broker may thereafter incur as a result of defending any claim or action made or brought by any Buyer, which claim may have been reduced or eliminated by the use of such CFLA.**

7. AGENCY RELATIONSHIPS AND DISCLOSURES:

- A. **Disclosure:** Seller hereby acknowledges having received a "Disclosure Regarding Agency Relationships" prior to entering in this Agreement and Seller hereby agrees that Seller shall execute and in the event the Property contains residential living units, to provide to Broker and to any prospective buyer a complete Seller Transfer Disclosure Statement and any other disclosure or documents statutorily required by any government agency or law.
- B. **Seller Representation:** Broker shall represent Seller in any resulting transaction except as specified in paragraph 4 above.
- C. **Possible Dual Agency With Buyer:** 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. Seller understands and agrees that: (i) Broker, without the prior written consent of Seller, will not disclose to Buyer that Seller is willing to sell the Property at a price less than the listing price; (ii) Broker, without the prior written consent of Buyer, will not disclose to Seller that Buyer is willing to pay a price greater than the offered price; and (iii) except for (i) and (ii) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.
- D. **Other Sellers:** 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 end of this Agreement.
- E. **Confirmation:** Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or concurrent with Seller's execution of a purchase agreement..

8. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property, or person attributable to a showing of the Property, or otherwise. Third parties, including, but not limited to, appraisers, inspectors, brokers and prospective buyers, may have access to and take videos and photographs of, the interior of the Property. Seller agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Property; and (ii) to obtain insurance to protect against these risks. Broker does not maintain and shall not be required to obtain insurance to protect Seller.

9. PHOTOGRAPHS AND INTERNET ADVERTISING:

A. In order to effectively market the Property for sale, Broker may, at Broker's option, provide photographers, virtual tours and other media to buyers. Seller agrees (☐ if checked, does not agree) that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Property ("Images") for static and/or virtual tours of the Property by buyers and others on Broker's website, the MLS, and other marketing sites. Seller acknowledges that once Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Seller further agrees that such Images are, and shall remain, the property of Broker and that Broker may use such Images for advertisement of Broker's business in the future.

B. Seller acknowledges that prospective buyers and/or other persons coming onto the property may take photographs, videos or other images of the property. Seller understands that Broker does not have the ability to control or prohibit and shall have no

Seller Initials (_____) (_____)

responsibility for the taking and use of Images by any such third parties.

10. ATTORNEY FEES: In any action, proceeding or arbitration between Seller and Broker regarding the obligation to pay compensation under this Agreement, Broker or Seller performance of any duty or obligation, or lack thereof, or any other issue between Broker and Seller, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs.

11. ADDITIONAL TERMS: _____

12. MANAGEMENT APPROVAL: If an associate-licensee in Broker's office (salesperson or broker-associate) enters into this listing Agreement on Broker's behalf and Broker or Manager does not approve of its terms, Broker or Manager has the right to cancel this Agreement, in writing, within **30 Days** After its execution.

13. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon Seller and Seller's successors and assigns.

14. ENTIRE AGREEMENT: 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.

15. OWNERSHIP, TITLE AND 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. Exceptions to ownership, title and authority are as follows: _____

16. TAX AND 1031 EXCHANGE DISCLOSURE: Real Estate Brokers and/or their agents, herein collectively "Brokers", have not, will not, and are not qualified to provide Seller or Buyer with any advice or information, written or oral, regarding laws, regulations, legal, tax or exchange matters. Buyer and Seller are hereby advised to contact their own legal counsel or other qualified professionals for such information prior to entering into any contract or agreement to Buy, Sell, or exchange this or any other real property. Buyer and Seller hereby represent and acknowledge that they have not obtained, nor shall they obtain or rely on, any such information secured from Broker.

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

Seller _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

Seller _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

Real Estate Broker (Firm) _____ Cal DRE Lic. # _____

By (Agent) _____ Cal DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ Email _____

Seller Initials (_____) (_____)
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**CALIFORNIA CONSUMER PRIVACY ACT ADVISORY,
DISCLOSURE AND NOTICE**
(C.A.R. Form CCPA, Revised 12/21)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, "opt out" or stop the transfer of your PI to others, and the right to request that the business delete your PI entirely. You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Also, even businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant _____ Date _____

Buyer/Seller/Landlord/Tenant _____ Date _____

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