JEF KARCHIN

8755 SPARREN WAY SAN DIEGO CA 92129

# Tel:858-484-4881

email- jeff@karchin.com

8/6/2005

## Please TYPE IN all the following information, then print document

**name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**phone/fax /cell \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**mailing address (not the property address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**city/st/zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Enclosed are the forms you requested. To list your property with me for the flat fee, please (where applicable):

Complete the MLS agreement, sign it and the disclosure, make a copy for yourself and return the agreement, disclosure, listing form and remarks to me and I will input it into the MLS the day I receive it. Payment is due upon receipt of listing.

1. I will call you and fill out the MLS listing form with you.

2. Create your remarks, (500 characters for San Diego, 1000 characters for SoCal, letters, spaces, punctuation) and email this back to me, jeff@karchin.com .

**Email contract to jeff@karchin.com**

The price for the service is:

MLS $**300**

Lockbox $**200 (rental)**

Sign **$125 (rental with large white post, installed in San Diego only)**

You may receive a discount on title insurance from Title. Call me for details once you have listed with me.

Thank you very much.

Sincerely,

Jef Karchin

Jef Karchin

www.karchin.com

PHONES: 858-484-4881. FAX 858-484-1246 ( fax).

**NON EXCLUSIVE (OPEN) AGENCY AUTHORIZATION AND RIGHT TO SELL**

**1. Non-Exclusive Right to Sell\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Seller") hereby employs and grants Jef Karchin ("Listing Broker") the non-exclusive agency right commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and expiring at midnight on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to sell the real property situated in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**

**California described as follows (Property address - number and street name):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**2. The listing price shall be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

3. Multiple Listing Service (MLS). Your home will be listed in the MLS appropriate for your area. Seller agreees to comply with all applicable MLS rules and shall pay any fine levied by MLS for rule violations. Seller will be provided a copy of their listing, shall verify accuracy of their mls information and shall notify Jef Karchin of any errors. Jef Karchin is not responsbile for errors in seller's listing, other than to make corrections when notified of error.

**4. Title Insurance. Seller warrants that Seller and no other persons have title to the Property except as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**5. 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.**

**Compensation to Broker. Seller agrees to pay the Broker who brings the buyer, sells the property and closes escrow:**

**(a)\_\_\_\_\_\_\_\_\_\_percent of the selling price or $\_\_\_\_\_\_\_\_, if Buyer's Broker produces a buyer(s) who purchases the property on the above price and terms, or on any price and terms acceptable to Seller during the Listing Period or extension; commission is not negotiable once an offer has been presented.**

**(b) This is a Non-Exclusive Agency listing. Seller may sell the property to a buyer directly or through another Broker, without any obligation for commission to Listing Broker.**

**(c) Seller must notify Listing Broker within 24 hours of acceptance of any offer to purchase, close of escrow, lease or exchange including buyer's agent name, selling price, acceptance date, close date and financing terms. A $400 penalty, imposed by MLS for rules violation, may apply if seller does not notify Broker.**

**(e) Seller agrees not to directly contact buyers that have been shown my home by Selling/Buyer's Broker for the purpose of evading payment of a lawful commission to Selling/Buyer's Broker.**

**6. LOCKBOX. Seller authorizes Listing Broker to install a LOCKBOX: YES / NO ( \_\_\_\_\_\_\_\_\_\_ ).**

**Listing Broker is not responsible for theft, loss, vandalism or damage attributed to use of lockbox. SELLER shall verify the existence of, or obtain appropriate insurance through their own insurance broker.**

**7. SIGN. Seller authorizes Listing Broker to install a FOR SALE sign on the property. YES/NO ( \_\_\_\_\_\_\_\_ ) . Seller agrees to pay Listing Broker for replacement of sign should authorized sign not be returned in usable condition at end of listing. Seller shall not place any marking, paint, tape or obstructions on sign.**

**8. Equal Housing Opportunity. This property is offered in compliance with federal, state, and local anti-discrimination laws.**

**9. Agency Relationships: Listing Broker agrees to act as the agent of Seller in any resulting transactions which Listing Broker has a right to compensation pursuant to paragraph 5. Depending on the circumstances it may be necessary for Listing Broker to act as agent of both Seller and Buyer, exchange party, or one or more additional parties in any resulting transaction. In such event, Listing Broker will seek Seller's consent to Listing Broker's representation of additional parties as soon as practicable. Listing Broker will provide agency relationships disclosure as required by law.**

**10. CANCELLATION. This listing may be canceled at any time by Seller.**

**11. Other Provisions.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**12. JEF KARCHIN'S DUTIES: Jef Karchin agrees to list property in the MLS whose jurisdiction includes subject property.**

**13. Costs for additional services.**

**(a.1) $300 \_\_to prepare MLS input form for MLS input. $\_$200 ( )\_\_\_\_ LOCKBOX installation.**

**$\_\_\_$125 (san diego only)\_ Sign use. $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Other. TOTAL $\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**1 change is free. $25 per change thereafter. Fees are non-refundable once services are performed.**

**Seller warrants that Seller is the owner of the Property or has the authority to execute this contract. Seller acknowledges that Seller has read and understands this Agreement, and has received a copy.**

**Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ California LBX # \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Owner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(sign here) \_\_\_ Owner \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_mls # \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature print name**

**Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City-State-Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**JEF KARCHIN, BROKER jef karchin Date 05/18/17 858-484-4881 8755 SPARREN WAY SAN DIEGO CA 92129**

**email: jef@karchin.com**

**DRE LICENSE 00597402**

**rev-6-3-03 CONTRACT.603**

DISCLOSURE REGARDING

REAL ESTATE AGENCY AGENCY RELATIONSHIPS

(As required by the civil code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should-from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:.

To the Seller:

(a) A Fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the buyer & the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of property that are not known to, or within the diligent attention and observation of the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for the Buyer has the following affirmative obligations

To the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer

To the Buyer & Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that am are not known to, or within the diligent attention and observation of. the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER & BUYER

A real estate agent either acting directly or through one or more associate licensees can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation; the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or a Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired; consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of article 25 (commencing with Section 2373) of Chapter 2 of Title 9 of Part 4 of Division 3 of the Civil Code set forth on the reverse hereof. Read it carefully;

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

BUYER/SELLER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date. time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AM/PM

BUYER/SELLER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Data. Time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AM/PM

AGENT JEF KARCHIN By jef karchin Date 8/12/12

This Disclosure form must be provided in a listing, sale, exchange, installment land contract, or lease over one year, if the transaction involve's

one to four dwelling residential property, including a mobile home, as follows:

(a) From a Listing Agent to a Seller; Prior to entering into the listing.

(b) From an Agent selling a properly he/she has listed to a Buyer: Prior to the Buyer's execution of the offer.

(c) From a Selling Agent to a Buyer Prior to the Buyer's execution of the offer

(d) From a Selling Agent (in a cooperating real estate firm) to a Seller Prior to presentation of the Offer to the Seller

It is not necessary or required to confirm an agency relationship using a separate Confirmation form if the agency confirmation portion of the Real Estate Purchase contract is properly completed in full, However it is still necessary to use this Disclosure form