

# Key Factors in Completing the RLA [Residential Listing Agreement]

## 1. Paragraph 1

1. Always use the correct Listing Agreement: Use RLA, not RLAA or RLAN. The **RLA has “Exclusive Right to Sell.”**
2. The **“Begin”** Date is the **date the Agreement is signed** – not when you plan to put Property on the Market [use SELM for that].
3. The **“End”** Date is the date the Agreement terminates.
4. **Check box** in paragraph 1 if **Manufactured or Mobile Home** or for **Probate, Conservatorship or Guardianship**.

## • 1. EXCLUSIVE RIGHT TO SELL:

\_\_\_\_\_ (“Seller”)  
hereby employs and grants  
\_\_\_\_\_ (“Broker”)  
beginning (date) \_\_\_\_\_ and ending at 11:59 P.M. on (date)  
\_\_\_\_\_ (“Listing Period”)  
the exclusive and irrevocable right to sell or exchange the real property described as  
\_\_\_\_\_, situated in \_\_\_\_\_ (City),  
\_\_\_\_\_ (County), California, \_\_\_\_\_ (Zip Code), Assessor’s Parcel No.  
\_\_\_\_\_ (“Property”).

This Property is a manufactured (mobile) home. See addendum for additional terms.

This Property is being sold as part of a probate, conservatorship or guardianship. See addendum for additional terms.

## 1. Paragraph 2

1. If Property is a **Trust**, write in paragraph 2.B **“Listing Terms”**: **“Seller is a Trust.”**

## 2. Paragraph 3

1. In paragraph 3.A, COMPENSATION TO BROKER put the **Total commission Seller is to pay [Usually between 5-6%]**.
2. In paragraph 3.A(2) put **“If within 60 calendar days . . .” – Always write in 60 or more days to cover any potential Buyers** that showed interest in the Property prior to the end of the Listing Agreement.
3. **Listing Agent must provide a written list of potential Buyer names to the Seller prior to the end of the Listing Period.**
4. In paragraph 3.D(1) put the cooperating Broker commission [i.e 2.5%, 3%, etc.]

## 3. Paragraph 4

1. In paragraph 4.B **check for Leased or Not Owned** Items [Solar System, Alarm System, Propane Tank, Water Softener, etc.]
2. In paragraph 4.B **check for Liened Items** [Solar System, Windows or Doors, HVAC Systems, etc.]
3. **Seller to provide to Buyer** as part of the sales agreement, **copies of leases or other documents obligating Seller** to pay for such leased or liened items.

## 4. Paragraph 5

1. In paragraph 5.A **specify** which **MLS(s)** will be used
2. Go over paragraph **5.A “Box” information – BENEFITS OF MLS – Both Seller and Agent to initial.**

3. **Check box** in paragraph 5.B for Seller authorizing the **SELM** [Seller Exclusion from Listing on Multiple Listing Service]
4. Note MLS rules require submission to MLS within 2 days unless using the SELM.
  1. SELM must be signed by Seller & Team Leader and uploaded to SkySlope.
  2. Listing Agent to send email to the Board of Realtors with SELM as a PDF attachment.
  3. Copy of confirmation back from Board of Realtors is also to be uploaded to SkySlope.
5. **Paragraph 7**
  1. Paragraph 7.C – **Check appropriate boxes if Seller chooses to have inspections** completed prior to marketing the Property.
6. **Other Important Terms**
  1. **Paragraph 17** – Management Approval allows for Broker or Manager to cancel the Agreement within 5 Days.
  2. **Paragraph 19.A DISPUTE RESOLUTION** – Now only includes MEDIATION.
  3. **Paragraph 19.C. ADVISORY** – If Seller and Broker desire to include an ARBITRATION provision, need CAR form ARB [Arbitration Agreement].
7. **Seller and Listing Agent to sign and date Listing Agreement.**