



## One Party Exclusive

Date: \_\_\_\_\_

Regarding the property known as: \_\_\_\_\_

In the City of \_\_\_\_\_ County of \_\_\_\_\_ California.

1. In consideration of the services of Spalding and Associates, herein called Agent, I hereby grant Agent the right to sell the property described herein to the herein named Buyer(s) for the asking price of \$ \_\_\_\_\_ for the period of time beginning with the date hereof and ending 180 days from date and to accept a deposit thereon. Other terms of sale, if any: \_\_\_\_\_

**Notice: The amount or rate of real estate commission is not fixed by law. They are set by each broker individually and may be negotiable between the seller and broker.**

2. I hereby agree to pay Agent as commission \_\_\_\_\_% per cent of the selling price if said property is sold to the herein named buyer(s) during the terms hereof, by Agent, or by me, or by any other broker, or through any source. I agree to hold Agent harmless from any liability or damages arising from any incorrect information I failed to supply or arising out of or related to this agreement.

3. Buyer(s): \_\_\_\_\_

4. In consideration of the execution of the foregoing, the undersigned Agent agrees to use diligence in consummating a sale with said buyer(s). If action be instituted on this agreement to collect compensation or commission, I agree to pay such as the court may fix as reasonable attorney's fees and cost. There are no oral agreements or representations not contained herein. Seller knows of no existing structural defects.

I/We, the undersigned as Seller(s), represent that I/We are the owners of said real property and acknowledge having received a copy of this agreement.

Seller \_\_\_\_\_

Date \_\_\_\_\_

Seller \_\_\_\_\_

Date \_\_\_\_\_

**Spalding and Associates** by \_\_\_\_\_ Date \_\_\_\_\_