

REAL ESTATE AGENT GUIDE TO FINCEN REAL ESTATE REPORTS

presented by Michael Kendrick



What is the FinCEN real estate report

The real estate report is a new federal anti-money laundering report required by the U.S. Treasury (FinCEN) for certain residential real estate transfers starting in 2026. It is NOT of public record. Clients can complete the form in as little as 5 minutes .

When it is required (simple trigger test)

Reporting is required when ALL are true:

- 🏠 Residential property / vacant land zoned for residential
- 🏠 Buyer is an entity (LLC, corporation, partnership) or a trust
- 🏠 Non traditional bank mortgage (cash, private, hard money, seller financing)

Can include no cost transfers (gifts). Applies in all states. Some transfers are exempt. **Escrow confirms if this is needed.** The escrow company files this report. Real estate agents do not file but should have knowledge of this new requirement.

Process and Timing

- 🏠 Escrow will email buyer and seller a secure link to a short online form. Parties must submit promptly reduces closing delays.
- 🏠 The simple form often takes 5 minutes. Complex entities or trusts can take longer.
- 🏠 Escrow must receive all information prior to closing per federal requirements.

What clients must provide to settlement

Entity Buyer:

- 🏠 Entity legal name, address, EIN
- 🏠 Individuals with 25%+ ownership
- 🏠 Individuals with substantial control (major decision authority)
- 🏠 If another company owns any part, identify the persons behind it

Trust Buyer:

- 🏠 Trust name, date executed, revocable or non-revocable
- 🏠 All trustees
- 🏠 Grantors who can revoke or withdraw assets
- 🏠 Beneficiaries who can demand money or withdraw assets
- 🏠 If a trustee is a company, identify the persons behind it

For each listed individual:

- 🏠 Legal name, date of birth, home address
- 🏠 Taxpayer ID (SSN or ITIN) Government ID image
- 🏠 How funds are paid (wire, check, etc.)
- 🏠 Source account information for funds used (number and bank name)

Seller Side:

- 🏠 Sellers will be asked for basic identifying info, including taxpayer ID

Agent talking points:

“LLC or trust buyer, non traditional bank mortgage usually requires a FinCEN report.”

“It is routine compliance. Parties fast responses prevent delays in closing.”

If entity or trust is paying all cash or has a non traditional bank mortgage, the client to expect an email requesting them to complete the FinCEN Report



LANDMARK
ESCROW INC.

FAQ: REFERRAL FEE DISCLOSURE & UPDATED C.A.R. RAD FORM

Best practices for communicating referral-related compensation to clients

Referral fees can occur as part of real estate practice, but they are not always disclosed as they should be. To reinforce transparency and trust, C.A.R. has updated its standard forms to strengthen disclosure of referral fee arrangements.

THE BASICS

What is a referral fee?

Legally paid referral fees involving real estate professionals typically involve receipt of compensation in exchange for referring a principal, for representation in the purchase or sale of a property, property management, or other licensed real estate activity. Since agents are not permitted to receive compensation, except through their broker, the best practice is that all referral fees be paid through the brokerage.

Is disclosing the receipt of referral fees legally required?

Yes, an agent must disclose all things of value received. The fiduciary obligation of full disclosure prohibits an agent's receipt of "secret profits." An agent has a fiduciary duty not to acquire any material benefit from a third party in connection with the transaction or the agency relationship, unless with the informed written consent and agreement of the principal. Additionally, the California Department of Real Estate (DRE) requires real estate licensees to disclose the receipt of referral fees to their clients whenever those fees relate to the client's transaction.

Are there other reasons REALTORS® should disclose referral fees?

Yes, Article 2 of the Code of Ethics requires REALTORS® to avoid concealment of pertinent facts, and the motivation behind and existence of a referral fee may be material to the principal. The principal may want to know if the REALTOR® representing them has an obligation to pay a referral fee, which may impact the negotiation of the compensation amount or flexibility to adjust to expenses in a particular transaction. Additionally, in light of recent lawsuits and legal activity, the real estate industry remains under scrutiny to have even more transparency. For these reasons, we advise that brokers should disclose payment of referral fees to other brokers, even if the real estate law doesn't require it.

Do REALTORS® need to disclose the receipt of referral fees even if they don't affect the client's costs?

Yes, disclosure is still required, even when a referral fee does not change the principal's costs or compensation structure. It is immaterial whether the transaction is otherwise fair to the principal, or the principal receives exactly the price wanted for the property, or pays no more for it than intended.

Do I need to disclose the amount of a referral fee received?

Yes, REALTORS® should disclose the amount of the fee, if known, or the way it will be calculated. California law prohibits taking or claiming a secret or undisclosed amount of compensation, commission, or profit. If the exact amount is not yet determined, disclose that a referral fee will be paid and provide the details as soon as they are finalized.

How should referral fees between agents working under the same broker be treated?

Payments to different agents under the same broker are not treated as referral fees but rather distribution of compensation by the broker. Payments are categorized as "referral fees" for legal purposes when they are paid between separate brokers involved in the referral arrangement.

Can licensees accept or pay referral fees from or to settlement service providers other than other real estate brokers?

No, California law prohibits the receipt of referral fees in any transaction where payment is received from any escrow agent, structural pest control firm, home protection company, title insurer, controlled escrow company, or underwritten title company. Additionally, under the federal Real Estate Settlement Procedures Act (RESPA), real estate professionals may not accept or pay referral fees, kickbacks, or anything of value from or to settlement service providers, including lenders, title companies, escrow companies, home inspectors, and other providers involved in closing services. RESPA is generally applicable when the sale involves residential property of one-to-four units to be occupied by the borrower when the property is secured by a federally related loan.

Who can receive a referral fee under the federal RESPA law?

Under this law, real estate professionals may refer principals and receive a referral fee from another broker. This is an explicit exception to the general prohibition against referral fees, as long as they are not acting in the capacity of a mortgage broker. However, it is illegal under RESPA to pay a non-licensure a referral fee.

What about non-RESPA transactions?

For non-RESPA transactions, such as commercial transactions, it is legal to pay a referral fee to a “finder.” But a finder is one who does not engage in any licensed activity. Their role is limited to introductions, and they can have no part in any negotiation or solicitation. Any activity by the finder beyond mere introduction, however slight, results in the finder being classified as an agent. Paying a referral fee in this context would mean paying a non-licensure for licensed activity, which is a significant violation of the real estate law.

Is there a difference between a referral and a lead?

Yes. A referral involves a licensed real estate professional directing a principal to another licensed professional in exchange for a referral fee paid between their brokers. Certain lead generation services are different. Some services generate a list of potential sellers or buyers through marketing or other means, and they will provide a list with contact information for potential clients. They then sell this list for licensees to try and solicit, and the payment is not generally classified as a referral fee. To make sure that you’re purchasing a lead list and not paying an improper referral fee to an unlicensed person, payment must not be in any manner tied to or dependent upon a closing, nor should the payment be dependent upon endorsement of the referred agent.

USING C.A.R.’S REALTOR® ACKNOWLEDGEMENT AND DISCLOSURES (RAD) FORM

Why is C.A.R. emphasizing referral-fee transparency?

C.A.R. has long supported compensation transparency. The updated RAD form provides REALTORS® with a standardized, easy-to-use method for disclosing referral fees so clients clearly understand how their real estate professional is compensated. The revised RAD form will direct the agent to disclose 1) compensation from multiple sources 2) their present or potential ownership interest in the property that is the subject of the transaction, and 3) referral (or other) fees received or paid.

When should I present the RAD form to my client or principal I referred to another licensee?

Present the form as soon as you know a referral fee will be paid or at the first appropriate point in your working relationship. Ideally, this occurs when signing representation agreements or when referring the principal to another licensee.

Other than the RAD form, will there be anywhere else to disclose a referral fee?

Yes, while the RAD form is the primary tool for referral-fee disclosure, it does not replace other required documents, such as the Buyer Representation and Broker Compensation Agreement (BRBC) and the Residential Listing Agreement (RLA). Because these forms were already undergoing updates, C.A.R. is also adding a check box in the BRBC and RLA if a referral fee is being paid. If checked, Transact (a.k.a. zipForm) will bring in the RAD form to ensure consistent, comprehensive disclosure across the transaction.

What if the referral fee is negotiated after the transaction begins?

Disclose it immediately. The RAD form can be presented at any point but earlier is always better for clarity and trust.

What if I receive a referral from an out-of-state agent?

It is good practice to still disclose that you are paying a referral fee. This may be a pertinent fact to many clients. Referral fees paid across state lines are common, and the RAD form helps ensure transparency regardless of where the referring agent is licensed.

What happens if referral fees aren’t disclosed?

Failing to disclose receipt of a referral fee could expose a REALTOR® to the following: legal liability, DRE discipline, arbitration or disciplinary complaints, and/or loss of client trust



BROKER COMPENSATION ADVISORY

(C.A.R. Form BCA, Revised 6/25)

1. WHEN SELLERS LIST THEIR PROPERTY FOR SALE THROUGH A REAL ESTATE BROKER THEY AGREE TO PAY THE SELLER'S BROKER WHEN ESCROW CLOSES.

- A. LISTING AGREEMENT COMPENSATION IS FULLY NEGOTIABLE:** When a seller enters into a listing agreement with a broker, the seller authorizes the broker to find a buyer for the seller's property and agrees to pay the seller's broker if a buyer is found who purchases the property. Compensation amounts are not fixed by law and are fully negotiable between the seller and the seller's broker. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations.
- B. OPTIONAL ADDITIONAL COMPENSATION IF BUYER IS UNREPRESENTED:** A listing agreement may include optional additional compensation amounts owed to the seller's broker for situations where the broker takes on additional responsibilities or workload. Sometimes a buyer may not be working with nor want to be represented by a real estate broker. When that happens, the seller's broker is not required to represent the buyer, and the seller and seller's broker may decide that they do not want to create such a relationship. In those situations, the seller's broker is advised to use a Buyer Non-Agency (C.A.R. Form BNA) to inform the buyer that the seller's broker will be acting on behalf of the seller only, and not act as the buyer's agent, throughout the transaction. However, because the buyer is unrepresented, the seller's agent will inevitably have to do more work to facilitate the transaction. A seller may agree to compensate their broker for the additional work in such cases.
- C. BROKER MAY REPRESENT BOTH BUYER AND SELLER; DUAL AGENCY:** California law allows a brokerage company to represent both seller and buyer in a real estate transaction. At the time the agent, on behalf of a brokerage, obtains the signature of a seller on a listing agreement, the agent will not, in most cases, know who the eventual buyer will be for a seller's property. Similarly, at the time an agent, on behalf of a brokerage, obtains the signature of a buyer on a buyer representation agreement, the agent will not, in most cases, know who the eventual seller will be for a property the buyer wants to buy. Because many individual licensees may work through one brokerage company, and some individual licensees work with many buyers and sellers, there is a possibility that the same brokerage company will represent both buyer and seller in a transaction. If licensees working through broker represent both seller and buyer, broker is allowed to receive compensation from each, provided the seller and buyer are advised of the relationship and the total amount of compensation the broker will receive.

2. BROKER AGREEMENTS WITH BUYERS:

- A. BUYER REPRESENTATION COMPENSATION IS FULLY NEGOTIABLE:** When a buyer enters into a representation agreement with a broker, the buyer authorizes the broker to locate properties for the buyer to buy and agrees to pay the buyer's broker if a transaction is completed. Compensation amounts are not fixed by law and are fully negotiable. When negotiating compensation, the parties may discuss factors such as the broker's expertise and experience, the type of broker services to be performed, and the broker's time and expenses, among other considerations.
- B. REQUIREMENT FOR WRITTEN AGREEMENTS:** Pursuant to a nationwide class action settlement reached by the National Association of REALTORS® (NAR), participants in Multiple Listing Services are required to have a written agreement with a buyer prior to showing a buyer a residential property or giving a buyer a tour of such a property. The agreement must identify the amount of compensation to be paid to the broker for services provided and require that the broker cannot receive any compensation in excess of the amount specified in the agreement. Pursuant to a January 1, 2025 new law in California, all licensees must have a buyer representation agreement as soon as practicable upon acting as the buyer's agent, and it must include the amount of compensation, services to be rendered, when compensation is due, and the contract termination, which may not exceed three months.
- C. ADVANTAGES OF WRITTEN AGREEMENTS:** Buyers and their brokers benefit when the terms of their relationship and respective duties are in writing. A written agreement establishes clear, mutual expectations and helps avoid misunderstandings over the buyer and broker's duties and the amount of compensation the buyer's agent is to be paid.



3. WHEN ENLISTING A REAL ESTATE BROKER TO REPRESENT THEM, BUYERS AGREE TO PAY THE BUYER'S BROKER WHEN ESCROW CLOSES, BUT THE PERSON RESPONSIBLE FOR PAYMENT MAY BE NEGOTIATED IN THE TRANSACTION:

A. BUYER PAYS THE COMPENSATION PURSUANT TO A BUYER REPRESENTATION AGREEMENT:

A buyer's broker may negotiate the amount of compensation directly with the Buyer and then document that agreement in a buyer representation agreement (C.A.R. Form BRBC or PSRA). The buyer then becomes contractually obligated to pay the broker by providing funds to escrow prior to the closing of a transaction.

B. SELLER PAYS THE COMPENSATION:

(1) **Buyer negotiates for Seller to Compensate Buyer's Broker:** A buyer may make a conditional offer to the seller by including a term in the purchase offer asking the seller to pay the buyer's broker if the buyer has already agreed to pay their own broker pursuant to a buyer representation agreement. If such a term is included in the purchase offer, the request will become one term among many that a seller may accept, reject, or negotiate by way of a counter offer. The possibility of asking the seller to pay the buyer's contractual compensation obligation option should be discussed when creating a buyer representation agreement and prior to an offer being made. Pursuant to the NAR Settlement (see **paragraph 2B**) **a buyer's broker is not permitted to receive compensation for services, from whatever source, that is greater than the amount in the buyer representation agreement.**

(2) **Buyer's Agent negotiates an agreement directly with Seller:** If a seller is unrepresented or does not have an exclusive agency relationship with another broker, a buyer's broker may approach that seller asking the seller to sign an agreement (C.A.R. Form SP, Single Party Compensation Agreement) to pay the buyer's broker. In this situation, the seller agrees to pay the buyer's broker compensation without necessarily creating an agency relationship with the broker. When that happens, the buyer's broker is advised to use a Seller Non-Agency (C.A.R. Form SNA) to inform the seller that the buyer's broker will be acting on behalf of the buyer only, and not act as the seller's agent, throughout the transaction. However, because the seller is unrepresented, the buyer's agent will inevitably have to do more work to facilitate the transaction, which may be factored into the negotiation of the single party compensation agreement.

C. CHANGING PRACTICE RELATED TO A SELLER'S BROKER'S OFFER OF COMPENSATION:

Historically, in California, many seller's brokers used a Multiple Listing Service (MLS) to make a unilateral offer to compensate a buyer's broker who procured a buyer for the seller's property. However, the nationwide NAR settlement prohibits the seller's broker from using an MLS to make such an offer of compensation. The California Association of REALTORS® (C.A.R.) listing agreement forms no longer provide for such offers of cooperating broker compensation nor does C.A.R. include other forms in its library of forms that might facilitate such offers. Buyers and sellers must separately negotiate compensation with their respective brokers, as specified above.

By signing below, Seller or Buyer acknowledge that they have received a copy of this Broker Compensation Advisory, and they have read and understand its terms. Seller or Buyer acknowledges they have been advised of their various options regarding compensation to be paid to real estate brokers and that any written agreement they have signed with a seller's or buyer's broker reflects a mutual understanding.

Seller/Buyer _____ Date _____

Seller/Buyer _____ Date _____

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REALTOR® ACKNOWLEDGEMENT AND DISCLOSURE

(C.A.R. Form RAD, 12/25)

1. REALTOR® INFORMATION AND DISCLOSURE:

A. NOT ALL REAL ESTATE LICENSEES ARE REALTORS®: A REALTOR® is a real estate licensee who is a member of the National Association of REALTORS® ("NAR") and who subscribes to the NAR Code of Ethics (COE). REALTORS® are also typically members of a state and local association of REALTORS®, and they agree to abide by the bylaws, rules and regulations of those associations. The COE is available for viewing at: <https://www.nar.realtor/about-nar/governing-documents/the-code-of-ethics>. If someone believes a REALTOR® has violated the COE, they can file a complaint at the REALTOR®'s local association and the REALTOR® will be disciplined if it is determined after a hearing that a violation has occurred.

B. DISCLOSURE:

(1) I am a REALTOR®: I represent that I am a REALTOR® member of the NAR, the CALIFORNIA ASSOCIATION OF REALTORS®, and the _____ local association of REALTORS®.

OR (2) I am not a REALTOR®. I am not obligated to follow the Code of Ethics.

2. STEPS TO GET SERVICE SUPPORT:

A. REACH OUT TO YOUR AGENT OR AGENT'S BROKER: I pride myself on providing good service and behaving ethically. If you need additional support or at any time you become dissatisfied with my service, please contact me immediately so we can resolve the matter. If I am a salesperson or a broker-associate, you may contact my broker, office manager, supervisor, or other contact person (identified below) to further resolve any issues.

B. FOR REALTORS® ONLY. REACH OUT TO THE LOCAL ASSOCIATION OF REALTORS®: If contacting me and my broker does not resolve the matter, you may contact the local Association to which I belong: (see paragraph 1B(1) above).

3. OTHER DISCLOSURES:

A. COMPENSATION FROM MULTIPLE SOURCES (OBTAIN SIGNATURE(S) FROM PRINCIPAL ON AGENT'S SIDE OF THE TRANSACTION): If not already disclosed in the agreements signed by my client or otherwise, I am being compensated for my services from multiple sources (eg. both buyer and seller). I am providing this disclosure to my client in the transaction, who can indicate their consent by signing below. The sources of the payments are from: Buyer, Seller, Housing Provider/Landlord, Tenant, Broker (insert name): _____, Other (insert name): _____.

B. PRESENT OR POTENTIAL OWNERSHIP INTEREST IN PROPERTY (OBTAIN SIGNATURE(S) FROM ALL PRINCIPALS IN THE TRANSACTION): I am disclosing that I am selling or leasing a property (or contemplating a purchase or lease of a property (only items (i)-(iv) apply)) on behalf of: (i) Myself; (ii) A member of my immediate family; (iii) The brokerage firm identified below or any broker or agent thereof; (iv) An entity in which I, or my immediate family member, have a legal interest; (v) Other person related by blood or marriage; or (vi) Any other person with whom I have a special relationship.

C. REFERRAL OR OTHER FEE RECEIVED FROM OR PAID TO ANOTHER BROKER (OBTAIN SIGNATURE(S) FROM AGENT'S CLIENT OR PRINCIPAL REFERRED): If not previously disclosed or agreed to by my client (or principal that was referred), I am disclosing to my client (or principal) that my broker is: (i) receiving, or paying, at the closing of a covered transaction, a referral fee; (ii) receiving a commission, rebate, or profit on expenditures; or (iii) if not in violation of RESPA, receiving a financial benefit for recommending real estate products or services ("Compensation"). (Complete either (1) or (2), and also (3))

(1) **Receiving Compensation:** My broker is being paid by _____.

(2) **Paying Compensation:** My broker is paying compensation to _____.

(3) **Compensation Amount:** \$ _____ or _____ % of gross compensation earned by the broker representing the client in the resulting transaction.

BROKER SIGNATURE(S):

Real Estate Broker (Firm) _____ DRE Lic# _____

Address _____ City _____ State _____ Zip _____

By _____ Tel. _____ E-mail _____ DRE Lic# _____ Date _____

By _____ Tel. _____ E-mail _____ DRE Lic# _____ Date _____

Broker, Office Manager, Supervisor, or other Contact Person _____

Tel. _____ E-mail _____

By signing below, the Principal(s) in the transaction acknowledges that they have received a copy of this REALTOR® Acknowledgement and Disclosures, and they have read and understand its terms.

Seller/Housing Provider _____ Date _____

Seller/Housing Provider _____ Date _____

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

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RAD 12/25 (PAGE 1 OF 1)



REALTORS® ACKNOWLEDGEMENT AND DISCLOSURE (RAD PAGE 1 OF 1)

G SELLER PAYMENT TO COVER BUYER EXPENSES AND COSTS				
G(1)	5E	<input type="checkbox"/> Seller Credit to Buyer	\$ _____	For closing costs
G(2)		ADDITIONAL SELLER CREDIT TERMS (does not include buyer broker compensation): _____		
G(3)	18A	<input type="checkbox"/> Seller Payment to Compensate Buyer's Broker	Seller agrees to pay Buyer's Broker, out of transaction proceeds, _____% of the final purchase price AND, if applicable \$ _____ OR, if checked <input type="checkbox"/> \$ _____.	
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
I	Intentionally Left Blank			
J	16	Final Verification of Condition	5 (or _____) Days prior to COE	
K	23	Assignment Request	17 (or _____) Days after Acceptance	
L	CONTINGENCIES		TIME TO REMOVE CONTINGENCIES	
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C, 12	Investigation of Property	17 (or _____) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8I. <input type="checkbox"/> CR-B attached
		Informational Access to Property	17 (or _____) Days after Acceptance	
		Buyer's right to access the Property for informational purposes is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.		
L(4)	8D	Insurance	17 (or _____) Days after Acceptance	
L(5)	8E, 14A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11M	Common Interest Disclosures Per Civil Code § 4525 or Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8K	Sale of Buyer's Property	Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached	
M	Possession		Time for Performance	Additional Terms
M(1)		Time of Possession	Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.	
M(2)	7D	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> _____ days after COE (29 or fewer days) <input type="checkbox"/> _____ days after COE (30 or more days)	
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	Subject to tenant rights, unless primary or secondary residence in 3E(3), or Otherwise Agreed (TOPA may be used)	
				C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
				See 7A if TOPA is not attached. <input type="checkbox"/> Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached.
N	Documents/Fees/Compliance		Time for Performance	
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery	
N(3)	11M(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance	
N(5)	24	Evidence of representative authority	3 Days after Acceptance	
O	Intentionally Left Blank			





RESIDENTIAL LISTING AGREEMENT
(Exclusive Authorization and Right to Sell)
 (C.A.R. Form RLA, Revised 12/25)

Date Prepared: _____

1. **EXCLUSIVE RIGHT TO SELL:** _____ (“Seller”) hereby employs and grants _____ (“Broker”) 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”) for the Listing Period specified in **paragraph 2A(1)**.
2. **TERMS OF LISTING AGREEMENT:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 7 pages. Seller is advised to read all 7 pages.

	Para #	Paragraph Title or Contract Term	Terms and Conditions
A Representation			
A(1)	4G	Listing Period (Maximum Length)	Beginning _____ (date) Ending at 11:59 P.M. on _____ (date) (Not to exceed 24 months if improved with one to four units and not owned by an entity. If Listing Period exceeds 24 months on a residential 1-4, this Agreement is void, unless Seller is a corporation, LLC, or partnership.)
A(2)		Listing Price	_____ Dollars (\$ _____)
B		Property Specific Listings	<input type="checkbox"/> Manufactured (mobile) home (C.A.R. Form MHLA attached) <input type="checkbox"/> Probate, conservatorship, or guardianship (C.A.R. Form PLA attached)
C Compensation: 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. See attached Broker Compensation Advisory (C.A.R. Form BCA).			
C(1)	4B	Compensation to Seller's Broker (only Seller's side of transaction)	_____ % of the listing price AND, if any, _____; OR <input type="checkbox"/> \$ _____; OR <input type="checkbox"/> see attached Broker-created compensation schedule. (% above is based on purchase price if Seller and buyer sign a purchase agreement)
C(2)	4C	<input type="checkbox"/> Additional Compensation to Seller's Broker if buyer is unrepresented (Does NOT apply to dual agency)	_____ % of the purchase price AND, if any, _____; OR <input type="checkbox"/> \$ _____; OR <input type="checkbox"/> see attached Broker-created compensation schedule. (If Broker represents both buyer and Seller, buyer side compensation shall be specified in a separate written agreement between Broker and buyer.)
C(3)	4D(2)	Continuation of Right to Compensation for Broker Identified Prospective Buyers	The Continuation Period shall be _____ calendar days after the Listing Period or any extension ("Continuation Period").
C(4)	4F	Seller Obligation to Pay Previous Brokers	Previous Listing/Other broker(s): _____ Compensation to above broker(s) owed if Property transferred to: _____
C(5)		<input type="checkbox"/> Broker is paying a referral fee related to the representation of Seller. See attached C.A.R. Form RAD.	
D Items Intended to be Included and Excluded			
D(1)	5A	Items Included	<input type="checkbox"/> _____; <input type="checkbox"/> _____;
D(2)	5A	Excluded Items	<input type="checkbox"/> _____; <input type="checkbox"/> _____;
D(3)	5B	Leased Items: <input type="checkbox"/> Propane Tank(s);	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Alarm System(s); <input type="checkbox"/> Water Softener; <input type="checkbox"/>
D(4)	5B	Liened Items: <input type="checkbox"/> Heating/Ventilation/Air conditioning	<input type="checkbox"/> Solar Power System(s); <input type="checkbox"/> Windows or Doors; <input type="checkbox"/> _____; <input type="checkbox"/>
D(5)	5C	(a) Smart Home Features Seller prefers to Include: _____ (b) Smart Home Features Seller prefers to Exclude: _____	
E MLS and Public Marketing			
E(1)		Property will be marketed in the following MLS	Primary _____ Other(s): _____ See C.A.R. Form MLSA.
E(2)	10	Publication of Seller willingness to consider concessions	If checked below: (i) Seller authorizes Broker to market that Seller is willing to consider offers asking for concessions; and (ii) no amount of the possible concession will be stated in such marketing unless Seller notifies Broker in writing of the amount. <input type="checkbox"/> In the MLS(s) listed above, if permitted by that MLS. <input type="checkbox"/> In any other marketing outside of the MLS
E(3)	12A	<input type="checkbox"/> Seller instructs Broker not to take or use photographs in marketing, except as required by MLS rules.	

