



# Non-Exclusive Listing Agreement and Web Site Authorization

1. I, the undersigned ("Owner") hereby employ and grant REXnet, ("Broker") the Non-Exclusive right, commencing on \_\_\_\_\_, and expiring upon termination by either party at any time by written or email notice, to Sell \_\_\_\_\_, Exchange \_\_\_\_\_, Option \_\_\_\_\_, the real property situated in the City of \_\_\_\_\_ County of \_\_\_\_\_, State of \_\_\_\_\_, described as follows: \_\_\_\_\_

APN: \_\_\_\_\_

2. TERMS OF SALE: The listing price shall be ( \_\_\_\_\_ ) \$ \_\_\_\_\_, with terms acceptable to Owner.

If Seller with consider an Exchange, the types of properties Seller will consider for exchange are as follows: \_\_\_\_\_

3. **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 the OWNER and Broker.**

COMPENSATION TO BROKER: I hereby agree to compensate Broker, irrespective of agency relationships(s), as follows.

- (a) \_\_\_\_\_ percent of the selling price, or exchange value.
- (b) \_\_\_\_\_ percent of the exchange value, if an exchange is completed where the Broker is handling both ends of the transaction.
- (c) \_\_\_\_\_ percent of any Option fees or Non Refundable deposits received by the Seller.
- (d) The compensation provided for in subparagraphs (a) through (c) if the property is sold, conveyed, leased, exchanged or otherwise transferred within 365 days after the termination of this authority or any extension to anyone with whom Broker has had negotiations with or shown the property to prior to final termination, provided I have received notice in writing, including the names of the prospective purchasers, before or upon termination of this agreement or any extension.
- (e) This is a Non-Exclusive Agreement, I reserve the right to sell the property to a purchaser directly or through another broker, without any obligation for commission to Broker except (1) on a transaction during the listing period or any extension, with any party who is initially introduced to or shown the property by Broker.
- (f) I authorize Broker to cooperate with other brokers, to appoint subagents, and to divide with other brokers such compensation in any manner acceptable to brokers. OWNER also agrees to allow Broker to place said property on the REXData data base, other data bases and on various internet locations.
- (g) I agree to execute escrow instruction irrevocably assigning to Broker compensation in the amount provided above.
- (h) Broker request that that Seller reserves REXnet from Exclusive Listing agreements entered into with other Brokers.
- (i) Seller shall notify Broker of any change in status of the subject property.
- (j) Seller agrees to make available to Broker all data, records and documents pertaining to the property and to complete any required disclosure agreements. Seller agrees to save and hold Broker harmless from all claims, disputes, litigation, and/or judgments arising from any incorrect information supplied by Seller, or from any material facts which Seller knows but fails to disclose.

- 4. ADDITIONAL TERMS: Seller may effectuate a 1031 tax deferred exchange, at Sellers Option
- 5. DEPOSIT: Broker is authorized to accept and hold on Seller's behalf a deposit to be applied toward the purchase price.
- 6. EQUAL HOUSING : Broker's services are offered in compliance with federal, state, and local anti-discrimination laws.
- 7. ATTORNEY'S FEES: In any action or proceeding, or arbitration arising out of this Agreement involving Buyer and Broker (s), the prevailing party shall be entitled to reasonable attorney's fees and cost.
- 8. ENTIRE CONTRACT: 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 with respect to its general subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.

I, the Seller, warrant that I am the owner of the Property or have the authority to execute this contract. I acknowledge that I have read and understand this contract and have received a copy.

Owner: I agree to engage REXnet on the terms and conditions herein stated.

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

Sign: \_\_\_\_\_

REXnet: agrees to render services to Owner on the terms and conditions herein stated.

Charles Jamgotchian  
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Fresno, CA. 93720  
559-226-5796 Fax: 775-254-2258  
email: chuckj@rexinet.com  
Web Site: <http://www.rexinet.com>

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

Sign: \_\_\_\_\_  
Charles Jamgotchian