



Disclosure Statement – Exclusive Agreement

e-ListState.com is a Flat-Fee Real Estate Broker Service offering limited Listing Services to our sellers. The following explains the services and responsibilities of our agency:

1. e-ListState.com provides our sellers with national internet exposure for their property by placing their property on the internet website Realtor.com where service is available. For an additional fee, e-ListState.com will provide information to a local MLS website if the service is available.
2. e-ListState.com follows all of the regulations and stipulations required for listing on Realtor.com. If the seller cannot provide the information required for listing on this website or their local MLS, e-ListState.com cannot provide service to the seller.
3. Unless the service level of the contract is Full Service, e-ListState.com does not participate in the negotiations or the sale of the seller's property and as such does not collect any commissions or finders fees for listing the property on Realtor.com or any MLS.
4. Sellers who purchase packaged products from e-ListState.com are paid in full and no other fees are collected or due by the Seller to e-ListState.com.
5. Seller reserves the right to sell the Property directly to a purchaser who is not represented by a real estate Broker/Agent. Unless a broker represents a buyer, Seller is not required to pay a BUYER'S BROKER commission.
6. When the seller accepts an offer from a prospective buyer and proceeds with the steps to transfer property, the seller must inform e-ListState.com within 24 hours in order to change the property status in the MLS from active to PENDING. This is to avoid any penalty charges placed on the listing by the MLS. The MLS requires that the listings in the system be current and accurate and will place fines on the listing if an agent discovers the seller has accepted an offer and the property is pending. Penalties and fines placed on the listing will be paid by the seller and not e-ListState.com as e-ListState.com does not participate in negotiations and therefore has no knowledge of the change in property status. Seller hereby grants e-ListState.com to place a lien upon the listed property until paid.
7. SELLER may cancel this Agreement and the MLS listing upon written notice to e-ListState.com PROVIDED that SELLER is NOT in contract with a BUYER at time of cancellation. **Seller may not cancel this Contract when an offer has been presented and the Seller has not replied in writing to the party making the offer. Seller may not cancel this Contract if the Property is under contract (Sales Agreement).** E-ListState.com may cancel this Agreement and the MLS listing upon written notice if e-ListState.com (in its sole discretion and as its decision) determines that: (a) SELLER is in breach of (or is about to breach) this Agreement; (b) SELLER misrepresents and/or omits facts (or is about to do so) in the MLS Listing, to e-ListState.com, prospective Buyers and/or their agents, title, escrow and/or lenders; (c) SELLER violates (or is about to do so) any applicable law, rule or regulation in connection with the listing or sale of the PROPERTY; and/or (d) SELLER does not promptly comply in writing with any/all requests for information from e-ListState.com. In the event of cancellation by SELLER or e-ListState.com, e-ListState.com shall be entitled to retain the listing fee. To cancel the listing, the seller must e-mail, fax or mail their desire to cancel to e-ListState.com. Cancellation will cause the deletion of the seller's listing on Realtor.com and all MLS's.
8. The seller agrees to check their e-mail daily. The seller realizes that e-ListState.com is an internet company and e-mail is the method that the company communicates with the seller. If the seller cannot check their e-mail daily, the seller is advised NOT to list with e-ListState.com.
9. As a Licensed Broker in the State of California, e-ListState.com provides the document "Disclosure Regarding Real Estate Agency Relationships" (see page 2 and 3). The seller must read this disclosure statement, sign their name next to the SELLER line and FAX, e-mail or mail this statement to e-ListState.com prior to services being rendered to the seller. **FAX: 800-930-3967. e-mail: leslier@e-ListState.com**

I/We acknowledge receipt of this Disclosure Statement.

Seller

Date: _____

Seller

Date: _____





CA Brokers Lic. # 01430215

Message: (877) 943-5478, Fax: (800) 930-3967

LeslieRae@e-ListState.com

FORECLOSURE AND "SHORT SALE" ADVISORY

If you are in default on your mortgage(s) or already facing foreclosure, that will affect the marketing of your property. If/when offers come in on a distressed sale property, those offers are frequently significantly lower than list price. You may also need to lower your list price faster, to avoid an impending foreclosure. E-ListState.com wants to help you keep your home from foreclosure, but no realtor has the ability to stop lenders from foreclosing, or force lenders to give you additional time to sell.

A "Short Sale" is sale of a home pre-foreclosure which requires the lender(s) consent to the sale, because the contract price is less than the amount owed to the lender(s). In the event of a "Short Sale" of your property, there is no guarantee that the lender(s) will approve payment for less than the full amount due on the loan(s). Also, you are unlikely to receive any cash compensation from this transaction and your equity will be wiped out.

In both a foreclosure and a "Short Sale", it is possible that you may also have income tax consequences. Generally, the lender(s) on your property can declare a "loss" for income tax purposes for the difference between what they recover and what they are owed by you. That "loss" to the lenders may be considered taxable income to you by the IRS under certain circumstances. You may end up receiving an IRS tax form 1099 for the shortfall(s) on your loan(s). The Mortgage Forgiveness Debt Relief Act of 2007 does grant tax relief to homeowners under certain conditions. However, E-ListState.com does NOT give tax or legal advice to you, so you should consult with your own lawyer or accountant about any tax consequences.

Once you are late in your payments and/or in default, you can expect your credit to be damaged. And although very rare (and never on a California residential purchase money first deed of trust loan), you might possibly be exposed to a deficiency judgment after foreclosure, if the lender(s) conducted a judicial foreclosure (as opposed to the more common, non-judicial foreclosure). Again, you should consult with your own attorney about this.

Once the lender(s) complete their foreclosure, E-ListState.com can no longer list the property for sale (because you are no longer the owner), and the listing agreement will automatically terminate. Even if you were in escrow and close to closing, that escrow will not be completed unless the lender(s) grant you additional time. It's up to you to be in communication with your lender(s), and to get them to grant you additional time, and any monetary or other concessions that you may need to complete the sale.

Finally, lender(s) are not necessarily responsive to your needs. They may be too slow or too demanding, and scare a Buyer off. They may place difficult conditions on a sale, or submit exorbitant payoff demands to escrow. Unfortunately, E-ListState.com can not control the actions of lender(s).

SELECT ONE: In connection with the Loan Status:

- Seller(s) ARE in default on the loan(s) on the property.
- Seller(s) ARE NOT in default on the loan(s) on the property.

SELECT ONE: In connection with the Loan Status:

- Seller(s) ARE in foreclosure.
- Seller(s) ARE NOT in foreclosure.

By signing below, Seller acknowledges that Seller has read, understands and received a copy of this Short Sale Advisory:

Seller:	Date:
Seller:	Date:



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
(As required by the California 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 and representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the 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 and 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 the 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 a 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 and 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 the 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.

AGENT REPRESENTING BOTH SELLER AND 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 Buyer from the responsibility to protect his or her 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 Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

BY SIGNING BELOW, I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON A SEPARATE PAGE.

<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller	Date:	Time: <input type="checkbox"/> AM <input type="checkbox"/> PM
<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller	Date:	Time: <input type="checkbox"/> AM <input type="checkbox"/> PM
AGENT: Leslie Young, Broker, e-ListState.com		Date:

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or

Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17. (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

_____ is the agent of (check one):

(Name of Listing Agent)

- the seller exclusively; or
 both the buyer and seller.

_____ (Name of Selling Agent if not the same as the Listing Agent)

is the agent of (check one):

- the buyer exclusively; or
 the seller exclusively; or
 both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.