



COLDWELL BANKER
REALTY

LEASE LISTING AGREEMENT

Tammy Chow _____ (“Owner”) and COLDWELL BANKER REALTY (“Owner’s Broker”) enter into this Lease Listing Agreement (“Agreement”) regarding the real property located in the County of Los Angeles _____, California described as 1255 10th Street Unit 106, Santa Monica, CA 90401 _____ (“Property”) on the date that all Parties have signed it (“Effective Date”). Owner and Owner’s Broker are at times referred to herein as the “Parties” or each as a “Party.” The Parties agree as follows:

1. **EXCLUSIVE LISTING.** Beginning on the Effective Date and terminating at 11:59 P.M. on November 9, 20²⁴, unless earlier terminated in writing as provided below (“Listing Period”), Owner’s Broker will have the irrevocable and exclusive right to represent Owner in connection with Owner’s efforts to lease the Property. As used in this Agreement, the terms “lease(s)” includes Owner entering into a contract with a Tenant to lease possession of any portion or all of the Property (a “Lease Agreement”) or Owner otherwise transferring a possessory interest in any portion or all of the Property, “Tenant” means the tenant(s) who sign(s) the Lease Agreement and takes possession or is prevented from doing so by Owner, and “Tenant’s Broker” means the broker representing the Tenant.

2. **LISTING TERMS.** This Agreement establishes initial listing terms of: Rental Amount \$3,350 per month; Security Deposit \$3,350; Type of Tenancy one year; Additional Terms Unit to be offered fully furnished.

(collectively “Listing Terms”) at which Owner’s Broker will market and Owner will offer the Property for lease. Owner has the options, in their sole discretion: to direct Owner’s Broker to modify the Listing Terms in future marketing; and to enter into a Lease Agreement on any Listing Terms that are acceptable to Owner. The Parties will market and offer the Property for lease in compliance with federal, state, and local equal/fair housing anti-discrimination laws.

3. **OWNER’S BROKER’S OBLIGATIONS.** The Parties agree that Owner’s Broker shall diligently exercise reasonable skill and care to achieve the purpose of this Agreement. Where the Listing Terms include a lease in excess of one year, Owner acknowledges receipt of the “Disclosure Regarding Real Estate Agency Relationship” form. Owner’s Broker is not a qualified professional concerning technical advice regarding the physical condition of Property, nor in other areas of expertise, such as the law, insurance, tax, financing, construction, surveying, structural conditions, septic, well, hazardous materials, or engineering. Owner shall hire and rely upon qualified professionals for such matters. Owner understands that Owner’s Broker may have or obtain lease listings on other properties and that potential tenants may consider, make offers on, or lease the Property or similar properties through any affiliated agent of Broker. It may be appropriate for Owner’s Broker to serve as a “dual agent” for both Owner and Tenant, in which case Owner’s Broker would also qualify as Tenant’s Broker. Owner authorizes and consents to Owner’s Broker serving as a dual agent for any potential tenant and/or the Tenant.

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 Parties and others.

4. **OWNER’S PAYMENT(S) TO OWNER’S BROKER.** If Owner leases any portion of the Property during the Listing Period, in exchange for Owner’s Broker’s services to Owner under this Agreement, Owner agrees to pay Owner’s Broker, irrespective of agency relationship(s): a commission of 10% of the total gross rent payments described in the Lease Agreement, or \$ _____, or _____

(“Commission”). Owner will not owe the Commission until a Lease Agreement exists and Tenant takes possession of the leased portion of the Property or is prevented from doing so by Owner.

If any of the following events occurs during the Listing Period without Owner’s Broker’s advance written consent, Owner owes the Commission to Owner’s Broker immediately upon the referenced event: Owner withdraws the Property from the market; Owner conveys an ownership and/or possessory interest in the Property or otherwise prevents Broker’s performance under this Agreement; or Owner breaches the Lease Agreement and prevents Tenant from taking possession thereunder.

If the Property is not leased during the Listing Period, Owner will owe Owner's Broker the Commission described above immediately upon the complete signing of any subsequent lease, if within _____ days (180 days if blank; not to exceed 180 days) after any type of termination of this Agreement, Owner transfers an ownership and/or possessory interest in the Property to anyone (or their affiliated person or entity) who, during the Listing Period, expressed any interest in a lease or other transfer of any ownership and/or possessory interest in the Property. However, no such Commission payment is due unless, no later than 7 days after any termination of this Agreement, Broker identifies any such person or entity (except affiliates) by name(s) and/or other identifier(s) in a writing transmitted to Owner by any means.

An additional commission of _____% of the total gross rent payments described in the Lease Agreement, or \$ _____, or _____
 ("Additional Commission for Unrepresented Tenant") is due to Owner's Broker from Owner if Tenant is not working with a broker and Tenant remains unrepresented through the complete signing of a Lease Agreement, at which time the Additional Commission for Unrepresented Tenant is due.

An additional commission of _____% of the total gross rent payments described in the Lease Agreement, or \$ _____, or _____
 ("Additional Commission for Tenant Renewal/Extension") is due to Owner's Broker from Owner if Tenant under a fixed term Lease Agreement extends or renews that Lease Agreement for an additional fixed term. The Additional Commission for Tenant Renewal/Extension is due upon such extension or renewal.

An additional commission of 2 _____% of the total gross rent payments described in the Lease Agreement, or \$ _____, or _____
 ("Additional Commission for Tenant Acquisition") is due to Owner's Broker from Owner if Tenant, during the term of the Lease Agreement or any extension/renewal thereof, directly or indirectly acquires title to the Property or any part thereof, whether by sale, exchange, or other transfer of an ownership interest. The Additional Commission for Tenant Acquisition is due upon the completion of transfer of any such ownership interest. If there is an escrow of such transfer, Owner irrevocably assigns to Owner's Broker from Owner's funds in escrow the Additional Commission for Tenant Acquisition. This Agreement may be submitted to escrow as instructions to compensate Owner's Broker. Owner agrees to execute and deliver any further escrow instructions irrevocably assigning said Additional Commission out of escrow.

5. OWNER'S PAYMENT TO THE TENANT'S BROKER. Owner authorizes Owner's Broker to convey to others that, subject to the terms of Owner's written agreement with Tenant and/or Tenant's Broker, Owner agrees to pay to Tenant's Broker directly a Commission totaling 2 _____% of the total gross rent payments described in the Lease Agreement, or \$ _____, or _____
 ("Tenant's Broker Commission"). The Tenant's Broker Commission will not be paid out of the separate Commission and/or any of the above-described Additional Commission amount(s) that Owner owes/pays to Owner's Broker. Owner shall pay the Tenant's Broker Commission in the way described by Owner's written agreement with Tenant and/or Tenant's Broker, unless Owner's Broker qualifies as Tenant's Broker, in which case this Agreement applies. Owner acknowledges that offering compensation to Tenant's Broker is not required.

6. OWNER REPRESENTATIONS. Owner represents that Owner owns the Property and/or has authority in the manner specified in Paragraph 15 of this Agreement to execute it and lease any portion of the Property. Owner also represents that no other person(s) or entity(ies), except as designated in Paragraph 15, have an ownership interest in title to the Property. Owner represents that they do not have any active controversies or listing agreement(s) regarding the Property with any other broker(s). If, in the 180 days before the Effective Date, Owner was represented by another lease listing broker, Owner must promptly provide to Owner's Broker copies of Owner's previous lease listing agreement(s), any paperwork terminating such previous agreement, and any lists of potential tenants delivered by Owner's former broker(s)/agent(s) upon termination. When performing services under this Agreement, Owner understands and agrees that Owner's Broker is relying upon Owner's representations of Property information to Owner's Broker and/or anyone else.

7. MULTIPLE LISTING SERVICE. "MLS" means the CLAW/MLS _____ organization (which is a local Multiple Listing Service). In the time provided under the MLS rules, Owner's Broker will use that MLS to market the Property to the MLS subscribers, such as other real estate brokers and their affiliated agents, unless Owner elects otherwise. Those people/entities may operate websites that will publish information about the Property that Owner's Broker provides to the MLS. Owner acknowledges that, pursuant to MLS rules, Broker cannot mention Owner's interest

in communicating a Tenant's Broker Commission offer in the MLS. However, Owner's interest will be otherwise marketed by Owner's Broker.

If Checked ☐ Owner elects to exclude the Property listing from the MLS for an amount of time identified on a separate form containing MLS exclusion instructions to Broker.

If checked ☐ Owner elects to opt-out of MLS-fed website advertising by Owner delivering a separate form to Broker within the number of days mandated by the MLS.

If checked ☐ after reviewing and signing the MLS waiver form, Owner waives use of the MLS.

8. OTHER MARKETING. Owner's Broker is authorized to install a For Lease sign on the Property and to market all fixtures, fittings, and the following items of personal property: _____

Owner's Broker's marketing of the Property may include photographs, virtual tours, and other media depicting the exterior and interior of the Property. Owner agrees that Owner's Broker, its affiliated agent(s), and any vendor(s) hired may photograph, video, and otherwise capture electronic or film images of the Property for Owner's Broker's website and other marketing materials, as well as the MLS. Owner agrees that such images are the property of Owner's Broker, its affiliated agent(s), and/or any vendor(s) hired, and that any or all of those may use any such image for future business-related purposes.

Personal property items that Owner intends to exclude from any Lease Agreement are: _____

9. ACCESS. Owner authorizes use of a keysafe/lock box provided by Owner's Broker (that holds a Owner-provided Property key), unless otherwise elected below. Owner authorizes reasonable access to the Property to allow Owner's Broker to market the Property, including open house(s) and Property showing(s) that will permit reasonable access by Owner's Broker and its affiliated agent(s), any potential Tenant's broker and its affiliated agent(s), and any potential Tenant, authorized inspectors and vendors accompanied by those broker(s)/agent(s). Property visitors may take videos and photographs of the exterior and interior of the Property. Owner acknowledges that once a Property image is available on the internet, its use cannot be readily controlled. There is some risk from marketing and others accessing the Property. Owner should take reasonable steps to safeguard their valuables. Owner is advised to verify the existence of insurance, or obtain appropriate insurance through their own insurance agent to protect Owner's personal property, real property, and personal financial interests while the Property is marketed. Owner's Broker does not maintain insurance to protect Owner's interests. Owner understands and agrees that Owner's Broker is not responsible for any losses, damages, or claims regarding personal or real property and/or to persons arising out of or related to providing access to the Property. If Owner uses devices to record activities on the Property by audio, visual, or other means (such as, security cameras), Owner is advised to post clear notice(s) disclosing the existence of such recording devices before potential tenants, inspectors, and/or other persons visit. If people other than Owner occupy the Property, Owner is responsible for delivering any required notice(s) of entry to them and obtaining every occupant's written permission for use of any keysafe/lockbox.

If checked ☐ Owner declines the installation of a keysafe/lockbox on the Property.

10. BROKER MANAGER APPROVAL AND TERMINATION. A branch manager of Owner's Broker may not approve of the terms and conditions of this Agreement negotiated between and signed by Owner and an agent(s) of Broker. After the Effective Date and at any time during the Listing Period, an Owner's Broker branch manager may terminate this Agreement for any reason by causing written notice of Owner's Broker's unilateral termination decision to be delivered to Owner by any means. The Agreement may also be terminated mutually at any time by a writing signed by an Owner's Broker branch manager and Owner.

11. INSUFFICIENT DISCLOSURES. Owner agrees to indemnify, defend, and hold Owner's Broker, its employees, and its affiliated agent(s) harmless from all claims, disputes, litigation, judgments, and costs arising from any incorrect or incomplete information about the Property's condition (including but not limited to any dangerous and/or hidden conditions) and/or concerning Owner's efforts to lease the Property, which Owner communicates to anyone, including but not limited to Owner's Broker, Tenant, Tenant's Broker or its agent(s), any vendor, and any Property visitor.

12. ATTORNEY'S FEES. In any action between Owner and Owner's Broker relating to or arising out of this Agreement and/or the lease of the Property, each Party to this Agreement shall be responsible for their own attorney's fees and costs.

13. COUNTERPARTS AND ELECTRONIC TRANSMISSION; MODIFICATION OR AMENDMENT; SUCCESSORS AND ASSIGNS. This Agreement, any modification, and any other related addenda may be executed in two or more counterparts, with any electronic signatures and/or electronic transmissions of a signed copy of this Agreement being considered the same as an original/delivery of an original. This Agreement may only be modified or otherwise amended in writing signed by all Parties. This Agreement is binding upon each Party's respective successors and assigns.

14. ENTIRE AGREEMENT. This Agreement, any related addenda, and the above-referenced form documents contain the complete and exclusive statement of its terms; any and all prior or contemporaneous discussions, negotiations, representations, and agreements of the Parties, whether oral, written, expressed, or implied, that are not expressly set forth herein, are merged into and superseded by the terms of this Agreement.

15. LEGALLY AUTHORIZED SIGNER FOR OWNER. If any individual signing this Agreement, and any addenda or other documents related to it, is acting on any Owner's behalf (a "**Legally Authorized Signer**"), that individual must deliver to Owner's Broker proof of their authority to act for Owner within three (3) (or ☐ if checked, _____) business days of the Effective Date. By signing for any Owner below, each Legally Authorized Signer represents and warrants that all individuals who must sign on that Owner's behalf have signed this Agreement and have authority to bind that Owner to the terms of this Agreement. Before signing this Agreement, the Legally Authorized Signer must select every applicable box below, which will indicate that their signature on this Agreement and any related transaction document is made solely on behalf of the person or entity Owner identified in the selected box(es) and not in that Signer's individual capacity unless otherwise stated:

☐ Title to the Property is held by a trustee(s) named _____ on behalf of a Trust(s) titled _____.

☐ Owner has authorized _____ ("Attorney-In-Fact") to act on behalf of Owner pursuant to a valid Power of Attorney dated _____, which enables the Attorney-In-Fact to lease real estate on behalf of _____ (name of individual who has signed the Power of Attorney).

☐ Owner is an estate, conservatorship or guardianship identified as _____. The signer is legally authorized to act on behalf of that estate, conservatorship or guardianship..

☐ Owner is an existing company, corporation, LLC or partnership identified as _____. The signer is legally authorized to act on behalf of that existing entity.

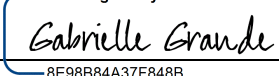
By signing below, Owner acknowledges that Owner has read, understands, received a copy of, and agrees to all of the terms and conditions of this Exclusive Listing Agreement.

DocuSigned by:  8/8/2024 | 11:55:23 AM PDT
Owner: _____ Date: _____

Owner Telephone Number(s): _____ Email/Address(es): _____

Owner: _____ Date: _____

Owner Telephone Number(s): _____ Email/Address(es): _____

Coldwell Banker Realty: Gabrielle Grande  8/8/2024 | 11:4... Date: _____

Sales Associate License No.: 01990916