

LIMITED SERVICE OPEN LISTING AGREEMENT

Pursuant to this Limited Service Open Listing Agreement (“Authorization”), _____ (“Client”) hereby irrevocably grants to _____ (“Listing Broker”) [BRE No. _____] the non-exclusive right to negotiate a sale with respect to certain real property located at _____ (the “Property”). This Authorization shall be for a period commencing on _____ and ending at midnight on _____ (“Agency Period”) under the terms and conditions set forth herein.

1. **Listing Price and Terms:** Property shall be listed for sale price and listing terms Seller has set forth through the technology platform, Haus. Unless set forth above, the gross sale price of the Property shall include all real and personal property or assets that are part of the sale.

2. **Compensation to Brokers**

A. **To Listing Broker:** This fee to the Listing Broker shall be paid by Haus in accordance with the Haus Terms of Service.

B. **To Broker for Buyer:** If during the Agency Period, a buyer represented by a licensed real estate broker ("Buyer's Broker") presents an offer to purchase the property which Client accepts, and the transaction closes, Client agrees to pay Buyer's Broker a commission as set forth by Client through the technology platform, Haus.

C. **Dual Agency.** In the event that Listing Broker also procures a buyer who makes an offer which Client accepts and the transaction closes, Client agrees to additionally pay Listing Broker in accordance to paragraph 2.B. as the Buyer's Broker.

3. **Scope of Limited Services of Listing Broker.** During the Agency Period, Listing Broker's services ("Basic Services") are expressly limited to listing the property on the local Multiple Listing Service ("MLS") identified in the same referenced listing terms by Client on Haus technology platform and directing inquiries regarding the Property to Client. Listing Broker has no duty to find or obtain a buyer. Client acknowledges that Basic Services do not include the preparation of any disclosure documents, market analysis of the property, marketing or promoting the Property other than listing the Property on the MLS, inspection of the Property, scheduling tours or open houses of the Property, evaluation of potential buyers and offers, or any other services other than what is expressly provided for herein. Once Listing Broker has submitted the listing with the MLS, Client shall be entitled to _____ free changes to the MLS Listing. After the allotted number of free changes have been made, Client will be charged \$ _____ for each additional requested change.

4. **Multiple Listing Service.** Client agrees to submit to Listing Broker (i) all necessary and/or requested information about the Property which is required by the MLS; and (ii) photos of the Property which are required by the MLS. Client may provide additional photos of the Property beyond what is required by the MLS for posting. Client warrants that all photos submitted to the MLS will be owned or authorized for use by Client. Client further warrants that all information and photos provided will accurately represent the current condition of the Property. Client agrees to contact Listing Broker with any questions regarding MLS rules prior to submitting an order for MLS listing service to Listing Broker.

Listing Broker's contact information is displayed automatically by the MLS and on any third-party websites that have an MLS data feed (or that have been otherwise syndicated to). Listing Broker shall forward any inquiries from potential buyers and/ Buyer's Brokers to Client within one business day of receipt. Listing Broker is authorized by Client to take any necessary actions to ensure Client's listing is compliant with MLS rules. MLS rules prohibit the display of Client contact information in the publicly viewable portions of the MLS.

All transaction terms will be published on the MLS and provided to any parties that the MLS deems acceptable. Client understands and agrees that the entire Property address will be visible on the MLS and, unless indicated in the MLS listing forms by Client and allowable by the MLS, on any third-party websites that have an MLS data feed (or that have been otherwise syndicated to). The MLS and third-party websites may display Property photographs, videos, opinions, and other information regarding Property. Client acknowledges that third-party websites are outside of the control of Listing Broker.

All changes in the status of Client's listing must be reported to Listing Broker within 24 hours of occurring. Client acknowledges that Client is aware that the MLS imposes fines upon brokers for not having current statuses on all listings, for having inaccurate information in listings, and for non-responsiveness to property inquiries made by other MLS members.

Client agrees to pay all fines that Listing Broker incurs 1.) as a result of non- current or inaccurate listing information, and 2.) due to failure by Client to respond to property inquiries from members of the MLS (fines vary and can be up to \$1,000). A link to the rules, regulations and fines for the MLS is available upon request to Listing Broker.

This Authorization may be cancelled by Listing Broker, without refund to Client, should any of the following occur: (i) if Client does not provide current listing status within 24 hours of a change of status, (ii) if Client fails to respond to any inquiry from Listing Broker within 24 hours, (iii) if Client fails to respond to any inquiry from a prospective buyer or MLS participant within 48 hours, or (iv) if Client provides information which they know to be inaccurate.

Listing Broker is authorized up to 48 hours to make any initial listing entry into the MLS and up to one business day to make changes to existing listings. Client acknowledges that changes to an MLS listing may take up to five days to propagate to third-party websites. Listing Broker shall not be held liable by Client should the MLS fail or not function as intended. Client acknowledges the MLS is outside of the control of Listing Broker.

Within 24 hours of closing, Client shall update the listing status to 'Sold' and provide the final sales price and any other information required by the MLS to Listing Broker for input into the MLS, as required by MLS rules. Failure of Client to provide the correct final sales price within 24 hours of closing will result in the MLS fining Listing Broker (such fine will be charged to Seller's credit card on file).

5. **Client Cooperation.** Client agrees to provide Listing Broker with any and all information that Listing Broker requires to perform Basic Services.

6. **Non-Discrimination.** Client and Listing Broker hereby acknowledge that it is illegal to refuse to present, sell or lease real property to any person because of race, color, religion, national origin, sex, marital status, age or physical disability.

7. **Client Warranties and Representations.** Except as may be disclosed in an addendum hereto signed by both Client and Listing Broker, Client hereby warrants and represents to Listing Broker that: (i) Client is the owner of record of the Property or has the legal authority to execute this Authorization on behalf of such owner of record; (ii) there are no delinquencies or defaults under any deed of trust, mortgage or other encumbrance of the Property; (iii) the Property is not subject to the jurisdiction of any court in any bankruptcy, insolvency, conservatorship or probate proceeding; (iv) neither Listing Broker nor any salesperson affiliated with Listing Broker has made any promises or representations to or agreements with Client not contained herein that in any manner affect Client's and Listing Broker's rights and obligations under this Authorization; and (v) there is sufficient equity in the Property if sold at the Listing Price to pay any and all liens that encumber the Property; plus all commissions due under this Authorization; plus all selling expenses. Client hereby acknowledges that neither Listing Broker nor any salesperson associated with Listing Broker is qualified or authorized to give legal or tax advice; if Client desires such advice Client shall consult with an attorney or accountant.

8. **Hold Harmless.** Client agrees to defend, indemnify and hold Listing Broker, and any salesperson affiliated with the Listing Broker, harmless from any and all claims, demands, liabilities and damages arising from or in any way relating to the sale of the Property or Client's failure to pay Buyer's Broker commission.

9.

ARBITRATION OF DISPUTES. SELLER AND LISTING BROKER AGREE THAT ANY DISPUTE ARISING OUT OF THIS AUTHORIZATION OR ANY RESULTING TRANSACTION, INCLUDING ANY DISPUTE WITH HAUS SERVICES, INC. SHALL BE DECIDED BY NEUTRAL BINDING ARBITRATION IN SAN FRANCISCO, CALIFORNIA IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND NOT BY COURT ACTION EXCEPT AS PROVIDED BY CALIFORNIA LAW FOR JUDICIAL REVIEW OF ARBITRATION PROCEEDINGS. JUDGMENT UPON THE AWARD RENDERED IN SUCH ARBITRATION PROCEEDING MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. NOTWITHSTANDING THE FOREGOING, THE FOLLOWING MATTERS ARE EXCLUDED FROM ARBITRATION HEREUNDER: (I) A JUDICIAL OR NON-JUDICIAL FORECLOSURE OR OTHER ACTION OR PROCEEDING TO ENFORCE A DEED OF TRUST, MORTGAGE OR REAL PROPERTY SALES CONTRACT AS DEFINED IN CALIFORNIA CIVIL CODE SECTION 2985; (II) AN UNLAWFUL DETAINER ACTION; (III) THE FILING OR ENFORCEMENT OF A MECHANICS LIEN; OR (IV) ANY MATTER WHICH IS WITHIN THE JURISDICTION OF A PROBATE OR BANKRUPTCY COURT. THE FILING OF A JUDICIAL ACTION TO ENABLE THE RECORDING OF A NOTICE OF PENDING ACTION, OR TO REQUEST AN ORDER OF ATTACHMENT, RECEIVERSHIP, PRELIMINARY INJUNCTION OR OTHER PROVISIONAL REMEDY, SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO ARBITRATE UNDER THIS PROVISION.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Broker's Initials _____

Seller's Initials _____

10. General Provisions.

A. Binding on Heirs. The heirs, transferees, successors and assigns of the parties hereto are duly bound by the provisions hereof.

B. Amendments and Modification. No amendments to or modifications of this Authorization nor the termination of this Authorization shall be valid or binding unless made in writing and signed by both Client and Listing Broker. Any purported amendment, modification or termination of this Authorization that is oral, or that is in writing but not signed by both Client and Listing Broker, shall be void and of no effect whatsoever.

C. Attorney's Fees, Costs, and Interest. If a claim or controversy arises concerning this Authorization, the prevailing party shall be entitled to attorney's fees, court costs, expert witness fees and/or other expenses relating to said controversy, including attorney's fees, court costs and/or other expenses on appeal, if any, whether or not suit is filed. For the purposes of this Authorization, "prevailing party" shall mean the party that received substantially the relief requested, whether by settlement, dismissal, summary judgment, mediation, arbitration, judgment or otherwise.

D. Entire Agreement of Parties. This Authorization supersedes any and all agreements, either oral or written, between the parties hereto with respect to the Property. Both parties to this Authorization acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this Authorization shall be valid or binding.

E. Partial Invalidity. If any provision in this Authorization is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

F. Governing Law. This Authorization will be governed by and construed in accordance with the laws of the State of California. In the event of any legal action, jurisdiction and venue shall be in the Superior Court of the State of California for the County of _____ .

G. Counterparts. This Authorization may be executed in any number of counterparts with the same effect as if all parties were to have signed the same document. All counterparts shall be construed together and shall constitute one Agreement.

H. Notices. Every notice which may be or is required to be given under this Authorization must be in writing and must either be served personally or sent by either expedited courier or mail service bearing proof of receipt, such as Federal Express or by United States Certified or Registered Mail, postage prepaid, return receipt requested, and must be addressed to the notice address appearing below the signature block of this Authorization . Either party may designate, by written notice to the other party, any other address for such purposes.

The undersigned Client has read and understood and hereby agrees to be bound by the foregoing.

CLIENT:

DATED:

Address:

Telephone:

Email:

LISTING BROKER:

DATED:

Address:

Telephone:

Email:
