



**EXCLUSIVE LISTING AGREEMENT**

THIS EXCLUSIVE LISTING AGREEMENT (“**Agreement**”) is made on **January 1, 2023** (“**Effective Date**”) by and between **Company Inc., a California corporation** (“**Owner**”) and Robin Christopher Treen, dba **AIP Commercial Brokerage** (“**Broker**”).

WHEREAS, Owner is the owner of that certain real property located **1234 Main Street, Riverside, CA 90000** (APN’s **0000-000-00**), as more particularly described below (“**Property**”).

WHEREAS, on the terms and conditions as set forth herein, Owner desires to grant Broker the exclusive right to lease and/or sell the Property and Broker desires to serve as Owner’s exclusive listing agent for the Property.

NOW, THEREFORE, IN CONSIDERATION OF the above Recitals and the mutual agreements, covenants and promises contained in this Agreement and other good and valuable consideration, the receipt, sufficiency and validity of which are hereby acknowledged, the parties agree as follows.

1. **Property.** The Property consists of **100** parcels described as follows:  
**(a) Total Square Footage: Approx 50 Acres**  
**(b) Sale Price: \$1,000,000.00**

**Commonly known as: 1234 Main Street, Riverside, CA 90000**

2. **Term.** The term of this Agreement shall commence on the Effective Date, as first written above, and shall terminate at 11:59 pm Pacific Standard Time on **December 31, 2023** (“**Term**”). At the expiration of the initial Term, the Term shall be automatically renewed for an additional one (1) month and shall continue to be renewed in one (1) month increments at the expiration of each extension term if this Agreement has not been otherwise terminated pursuant to the terms and conditions herein prior to the expiration of the initial term or the latest extension term. In no event shall this Agreement continue for more than three (3) years following the expiration of the initial Term.

3. **Broker’s Exclusive Right to Sell the Property.** Upon mutual execution of this Agreement, as of the Effective Date and through expiration or termination of this Agreement, Broker shall have the exclusive right to procure on behalf of Owner any and all buyers at the Property. The parties agree that all sale negotiations with respect to the Property shall be through Broker. Owner shall pay Broker a commission fee pursuant to the conditions herein and in the amount set forth below whether a lessee or buyer is procured for the Property by Broker, Owner or any other source whatsoever.

4. **Owner’s Discretion to Accept or Reject Offers.** Owner shall have the sole discretion to accept or reject prospective lessees or purchasers submitted to Owner by Broker.

5. **Sale.** A commission in the amount of six percent (6%) of the Purchase Price shall be paid by Owner to Broker(s) upon the sale of the Property through escrow upon the closing.

6. **Signage.** Broker shall have the right to place “for sale” signs at the Property. Broker shall also have the right to remove any other “for sale” signs at the Property if, in Broker’s opinion, such removal will facilitate the sale of the Property.

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7. **Referrals, Property Data and Owner-Broker Cooperation.** During the Term of this Agreement, Owner agrees to refer to Broker all inquiries with respect to leasing or buying the Property and shall disclose all prospective lessees and buyers to Broker. Owner agrees to cooperate with Broker in bringing about the leasing or sale of the Property and shall provide to Broker all relevant data, records and documentation pertaining to the Property that will assist Broker in leasing or selling the Property. Owner shall allow Broker to show the Property at reasonable times and upon reasonable notice to Owner. The parties understand and acknowledge that it is illegal for either Owner or Broker to refuse to sell or lease to any person because of race, color, religion, national origin, sex marital status or physical disability.

8. **Property Disclosures.** Owner shall disclose to Broker and to any prospective lessee or buyer any and all relevant information that Owner has regarding the condition of the Property, including, but not limited to, the presence and location of asbestos, PCB transformers, hazardous substances and/or underground storage tanks in, on or about the Property and any safety retrofits or clean-up activities required by law or regulation. Owner acknowledges that Broker shall have the right to rely on the accuracy of any representation by Owner pertaining to the Property.

9. **Notices.** All notices, requests, demands and other communications required or permitted by this Agreement shall be given or served in writing and forwarded by U.S. Mail (return receipt requested), by facsimile or by personal delivery (which may include public or private express delivery and overnight courier services) properly addressed as listed below. Either party may change such notice address by written notice in the manner specified above for the giving of notices to the other. Notice shall be deemed received when deposited in the United States mail (certified or registered) or when personally delivered. Notices by a party may be given by legal counsel to the authorized agent of a party.

<p><i>If to Owner:</i></p> <p><b>Mya Network</b>  <b>Your Company Inc., a California Corporation</b>  <b>1234 Main Street</b>  <b>Riverside, CA 90000</b>  <b>Tel.: (000) 000-0000</b>  <b>Mya@E-Mail.com</b></p>	<p><i>If to Broker:</i></p> <p><b>Robin Treen</b>  <b>President</b>  <b>AIP Commercial Brokerage</b>  <b>6185 Magnolia Avenue, Suite 208</b>  <b>Riverside, California 92506</b>  <b>Attn: Robin Treen</b>  <b>Tel.: (909) 815-5500</b>  <b>RobinTreen@aipcommercial.com</b></p>
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10. **Termination.** This Agreement may be terminated by either Owner or Broker at any time after the initial three hundred sixty-five (365) days of the Term of this Agreement by delivering to the other party advance written notice of such election to terminate of at least thirty (30) days.

11. **120-Day Grace Period Following Termination or Expiration.** Broker shall have one-hundred twenty (120) days following termination or expiration of this Agreement to finalize any pending sale transaction(s) which may be in process as of the date of termination, including, but not limited to, the subsequent mutual execution of any pending purchase/sale agreement under review at the time of termination. In the event that such pending sale transaction is consummated prior to the expiration of said 120-day period, Owner shall pay Broker its commission fee as set forth in this Agreement. Further, Owner shall pay Broker its sale commission fee as set

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forth herein if within one-hundred twenty (120) days after termination or expiration of this Agreement: (i) Owner enters into any sale transaction for the Property with a person or entity with whom Broker had previously negotiated or to whom Broker had submitted the Property for consideration; or (ii) Owner commences negotiations leading to the successful sale of any or all of the Property to a person or entity with whom Broker had previously negotiated or to whom Broker had submitted the Property for consideration. Broker shall deliver to Owner, within thirty (30) business days following termination or expiration of this Agreement, a written register of those persons and/or entities described in (i) and (ii), above, which persons and/ or entities shall be covered by this Agreement.

**12. Authority of Owner.** If Owner is a corporation, company, partnership or other business entity (“Business Entity”), each individual executing this Amendment on behalf of such Business Entity warrants and represents that he or she is duly authorized to execute and deliver this Agreement in accordance with the respective bylaws, operating agreement or other appropriate governing document and that upon execution by Owner, this Agreement is binding upon such Business Entity.

**13. Indemnification.** Owner agrees to indemnify, defend and hold Broker harmless from and against any and all claims, liability or loss arising from any representation by Owner with respect to this Agreement or the Property, including any misrepresentation by Owner or any undisclosed facts concerning the Property. Owner agrees that if Broker is made a party to any legal action or proceeding between Owner and a buyer or prospective buyer, then Owner shall indemnify and hold Broker harmless relative to such action or proceeding and shall pay the costs incurred by Broker in connection thereof, including reasonable attorneys’ fees.

**14. Severability/Entire Agreement.** If any one or more of the provisions herein shall be held or found to be invalid, illegal or unenforceable in any respect, the remaining provisions shall not in any way be affected or impaired thereby. This Agreement contains the entire understanding between the parties and supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, oral or written, between the parties with respect to the subject matter hereof.

**15. Modification.** No modification or amendment of this Agreement shall be valid or effective unless the same is in writing signed by the parties hereto.

**16. Governing Law; Jurisdiction; Venue.** The laws of the State of California shall govern and control the interpretation and construction of this Agreement. The parties acknowledge and agree that, in the event of any action or claim arising hereunder, venue shall be proper only in a court of competent jurisdiction in Riverside, California.

**17. Attorneys’ Fees/Interest.** In the event that any party shall commence any legal action or proceeding in connection with this Agreement, including any proceeding for the recovery of any sums due hereunder or because of any default or breach by any party, the prevailing party shall be entitled to recover all its costs and expenses in connection thereof, including reasonable attorneys’ fees. In the event that Owner fails to make any payment required hereunder within the time limit specified, then such delinquent payment shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid.

**18. Successors and Assigns.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**19. Counterparts; Facsimile Signatures.** This Agreement may be signed in counterparts and a facsimile signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereby execute this Agreement with an Effective Date as first

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written.

**OWNER:**

**Mya Network**  
**Your Company Inc., a California Corporation**  
**1234 Main Street**  
**Riverside, CA 90000**  
**Tel.: (000) 000-0000**  
**Mya@E-Mail.com**

**BROKER:**

**Robin Christopher Treen,**  
**dba: AIP Commercial Brokerage**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Signature Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Name: Robin Treen

Its: Designated Broker

Signature Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Signature Date: \_\_\_\_\_, 2022

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