



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

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 or 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 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 that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's 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 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 that 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 salespersons and broker associates, 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, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

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.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

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 page 2. Read it carefully.**

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

Buyer Seller Landlord Tenant _____ **Bernel Davis** Date _____

Buyer Seller Landlord Tenant _____ Date _____

Agent **Coldwell Banker Realty** _____ DRE Lic. # **00616212**

Real Estate Broker (Firm)

By _____ **Devan Terry** DRE Lic. # **02132090** Date _____

(Salesperson or Broker-Associate)

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CIVIL §§ 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 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. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate 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 salesperson or broker associate functions.
- (b) "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 of real property.
- (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29.
- (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction.
- (e) "Listing agreement" means a written contract between a seller 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, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement.
- (f) "Seller's 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 seller's 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 buyer's agent that 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, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, 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 retained by a buyer, seller, or both a buyer and seller 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 of real property.
- (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving 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 shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer'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 buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction 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 seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent _____	DO NOT COMPLETE. SAMPLE ONLY	License Number _____
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

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) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller.

(b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered.

(d) 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 seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that 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.



COLDWELL BANKER REALTY

LEASE LISTING AGREEMENT

Bernel Davis (“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 5337 Deane Ave, Los Angeles, CA 90043 (“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 August 21st, 2026 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 \$ 4,999.00 per Month; Security Deposit \$ 4,999.00; Type of Tenancy Yearly; Additional Terms _____

(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 _____% of the total gross rent payments described in the Lease Agreement, or \$ 4,999.00, 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 _____ % of the total selling price or total consideration given to Owner (whichever is greater”) is due to Owner's Broker from Owner (“**Additional Commission for Tenant Acquisition**”) 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 _____ % 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** _____ 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.

Owner:  Date: 06/06/2026
Bernel Davis

Owner Telephone Number(s): (504)920-6856 Email/Address(es): LAVPro@gmail.com

Owner: _____ Date: _____

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

Coldwell Banker Realty:  Date: 05/21/2026
Devan Terry

Sales Associate License No.: 02132090



PRIVACY NOTICE FOR COLDWELL BANKER REALTY CLIENTS

Coldwell Banker Realty (“Coldwell” “we,” “our,” or “us”) is committed to privacy and to transparency in our information practices. This Privacy Notice for Clients (the “Privacy Notice” or “Notice”) provides information about our collection and use of personal information related to our real estate brokerage and related services (“Services”). We may collect personal information directly from you, as well as from third parties, such as title or escrow companies, lenders or mortgage brokers, real estate agents, and other third parties. We use this information to provide the Services and may share this information with our affiliated companies and third-party business partners. This Privacy Notice supplements the information contained in our Privacy Policy, located at coldwellbankerhomes.com/privacy/.

Categories of Personal Information Collected

In general, Coldwell may collect or receive the following categories of personal information related to the Services, including related to actual and potential residential real estate transactions:

Category	Description
<i>Identifiers</i>	Such as real name, postal address, unique personal identifier, online identifier, internet protocol (IP) address, email address, SSN, driver's license number, passport number, or other similar identifiers.
<i>Customer records</i>	Paper and electronic customer records containing personal information, such as name, signature, SSN, address, telephone number, passport number, driver's license or state identification card number, insurance policy number (e.g., for home/title insurance), education, and employment, as well as sales information such as listing price and purchase price, or other financial information relating to the financing of a real estate transaction (as examples, information provided to an agent by a lender or mortgage broker; information related to the verification of a down payment typically required by a real estate purchase agreement or in the case of a cash purchase, proof of available funds to complete a contemplated transaction; or information provided to an agent when a “net sheet” is created).
<i>Protected classifications under state or federal law</i>	Such as citizenship or marital status, family status, medical condition, veteran or military status, age, or mental capacity (as sometimes issues of capacity arise in a real estate transaction).
<i>Commercial information</i>	Such as records of real property, products or services purchased, obtained, or considered, or other purchasing histories or tendencies, such as sales information, purchase price, listing price or contract terms other similar information that is received to facilitate a real property purchase transaction.
<i>Internet or other similar network activity</i>	Such as internet or other electronic network activity Information including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an Internet website, application, or advertisement.
<i>Location information</i>	Precise location information about a particular individual or device.
<i>Audio, video, and other electronic data</i>	Such as, CCTV footage, photographs, and call recordings, and other audio or visual data.
<i>Employment information</i>	Current or recent professional or employment-related information.
<i>Education information</i>	Information about education history and background.
<i>Sensitive personal information</i>	In limited circumstances, we may collect certain information considered to be sensitive personal information privacy laws, including Social Security number and tax ID; driver's license, state identification card, passport number, or other government identifier; financial account number and payment card data; and geolocation data. For example, in certain real estate transactions, a title company may be required to collect certain identifying information, such as social security numbers, driver's license numbers and/or passport numbers, per US Treasury department anti-money laundering rules where the buyer is an entity and purchasing without a bank loan. Our agents may assist in this process.
<i>Inferences drawn from other personal information</i>	Profile reflecting a person's preferences, characteristics, or attitudes, including lists of potential buyers or sellers (“lead lists”).

Purposes for Our Collection, Use and Disclosure of Personal Information

Purpose	Description
<i>Facilitating real estate transactions</i>	In order to facilitate the purchase, sale or marketing of your property or to otherwise facilitate the completion of your real estate transaction.
<i>Providing support and services</i>	To communicate with clients and prospective clients relating to our Services; to respond to inquiries; and for other customer service and support purposes.
<i>Analyzing and improving our business</i>	To evaluate and improve our services and business operation; to conduct surveys, and other evaluations, such as customer satisfaction surveys; to prepare benchmarking reports and analyze market trends and comparable sales; and for other research and analytical purposes.
<i>Personalizing content and experiences</i>	To provide or recommend features, content, social connections, and referrals; tailor content we send or display on our Services; to offer location customization and personalized help and instructions; and to otherwise personalize your experiences.
<i>Advertising, marketing and promotional purposes</i>	To better target our ad and marketing campaigns; to evaluate, measure, and improve the effectiveness of our campaigns; to send you newsletters, offers, or other information we think may interest you; and to contact you about our services or information we think may interest you. However, we will not use Protected Classifications or Sensitive Personal Information for advertising or marketing purposes.
<i>Securing and protecting our business</i>	To protect and secure our business operations, assets, services, network and information and technology resources; to investigate, prevent, detect and take action regarding fraud, unauthorized access, situations involving potential threats to the rights or safety of any person or third party, or other unauthorized activities or misconduct.
<i>Defending our legal rights</i>	Including to manage and respond to actual and potential legal disputes and claims, and to otherwise establish, defend or protect our rights or interests, including in the context of anticipated or actual litigation with third parties.
<i>Planning and facilitating business transactions</i>	Related to any actual or contemplated merger, acquisition, asset sale or transfer, financing, bankruptcy or restructuring of all or part of our business.
<i>Auditing, reporting, corporate governance, and internal operations</i>	Including relating to financial, tax and accounting audits; audits and assessments of our operations, privacy, security and financial controls, risk, and compliance with legal obligations; our general business, accounting, record keeping and legal functions; and related to any actual or contemplated merger, acquisition, asset sale or transfer, financing, bankruptcy or restructuring of all or part of our business.
<i>Complying with legal obligations</i>	Including to comply with the law, our legal obligations and legal process, such warrants, subpoenas, court orders, and regulatory or law enforcement requests.

Retention. We will retain your personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy or otherwise disclosed to you at the time of collection unless a longer retention period is required or permitted by law. We may retain personal information for longer where required by our (i) legal and regulatory obligations, (ii) business purposes, (iii) professional indemnity obligations, or (iv) where we believe it is necessary to establish, defend or protect our legal rights and interests or those of others.

Sales and sharing. Certain privacy laws define “sales” and “sharing” broadly to include disclosing or making available personal information to a third-party in exchange for monetary or other valuable consideration as well as disclosing or making available personal information to a third party for purposes of cross-context behavioral advertising. As broadly defined by applicable privacy laws, we may “sell” or “share”: (i) identifiers, usage data, customer records, commercial information and profiles with our affiliates and subsidiary companies (e.g., so that they may improve or enhance their own records, contact you about relevant products and services, and for other purposes); and (ii) identifiers, usage data and commercial information to ad networks, social media platforms and data analytics providers (e.g., in order to improve and measure our ad and marketing campaigns), as well as third party companies who may contact you about products and services. If you are a California resident, you may submit a “do not sell or share my personal information request” to us [online](#); for more information about the right to opt out, please see our Privacy Policy (Section 17.B “California Residents” <https://www.coldwellbankerhomes.com/privacy/#CaliforniaResidents>).

If you are a resident of another U.S. state you may have additional rights under applicable privacy laws, such as *appeal rights* subject to certain limitations. For more information, please see our Privacy Policy Section 17.C.

Your Rights

You may submit request to exercise your privacy rights to us as described below, including the following rights (as applicable):

- **Correction:** to correct inaccuracies in their personal information, taking into account the nature and purposes of the processing of the personal information.
- **Deletion:** to request deletion of their personal information provided to or obtained by us.
- **Access (right to know) and portability:** to confirm whether we are processing their personal information and to obtain a copy of their personal information in a portable and, to the extent technically feasible, readily usable format.
- **Opt-Out:** to opt out of certain types of processing, including:
 - to opt out of the “sale” of their personal information.
 - to opt out of targeted advertising and “sharing” by us.
 - to opt out of any processing of personal information for purposes of making decisions that produce legal or similarly significant effects.

You may submit a request to exercise your privacy rights via [our online webform](#) or via phone at (800) 250-1600 (toll free). You may also opt out of targeted advertising via one of our Websites, by clicking the “Cookie Settings” link on our website and turning off targeting (advertising) cookies. We will respond to your request as required under the applicable privacy law(s). *If we deny your request, you may appeal our decision by submitting a request through our webform.* For more information about your rights, including to opt out, please review our privacy policy at <https://www.coldwellbankerhomes.com/privacy/>.

If you are a California resident, please see our Privacy Policy (Section 17.B “California Residents” <https://www.coldwellbankerhomes.com/privacy/#CaliforniaResidents>) for information about your California privacy rights.

Contact Us: If you have any questions or concerns regarding our use of personal information as described in this Notice, please contact dataprivacy@anywhere.re.

This document is intended for Coldwell Banker Realty clients only. Each client hereby acknowledges that they have read, understood, and received a copy of this entire document:

Buyer/Tenant: _____ **Date:** _____

Buyer/Tenant: _____ **Date:** _____

Seller/Property Owner:   _____ **Date:** 06/06/2026

Seller/Property Owner: _____ **Date:** _____