

## STIPULATION AND ORDER FOR THE APPOINTMENT OF A REALTOR

1. The community real property (known herein as “The Property”) located at [PROPERTY DESCRIPTION AND ADDRESS OF PARCEL] shall be listed immediately for sale by the parties and remain listed until it is sold.
2. Katie Fones (DRE #02028807) is hereby appointed as the Court’s Real Estate Expert pursuant to Evidence Code Section 730 to be used in the listing and to carry out and facilitate the sale of The Property. By appointment as the Court’s Real Estate Expert, said Real Estate Expert maintains a duty to the Court in lieu of the property owners in order to sell The Property. Real Estate Expert shall meet and confer with the parties in an effort to resolve all issues related to the listing. Where there is a dispute, Real Estate Expert may make recommendations and requests to the Court for orders necessary to execute the sale of The Property. The Real Estate Expert’s recommendations and requests may be admitted as evidence and considered by the Court, subject to cross-examination as called by the objecting party.
3. The parties shall meet and confer in setting the listing price for the sale of The Property based upon the recommendations of the Realtor. Unless otherwise agreed upon by both parties, in a separate writing, The Property shall be listed for sale ‘as is.’ The Property shall be listed within five (5) days of the realtor being selected.
4. No reasonable offers for the sale of The Property shall be refused by either party.
5. Neither party shall commit any waste on The Property or cause there to be any damages to The Property.
6. The parties shall cooperate fully, and reasonably, in performing all acts necessary to facilitate the listing and sale of The Property as quickly as practicable; including, but not limited to, installation of a lock-box, installation of a ‘For Sale’ sign, meeting prospective purchasers, making counteroffers, making The Property available for all showings, inspections, appraisals, buyers, and signing all listing, sale, and closing documents. Neither party shall prevent or delay the Property from any showings, appointments, caravans, open houses, appraisals, buyers, or in signing all listing, sale, and closing documents.
7. The parties shall be responsive to any communications or documents required through the listing and sale of The Property and shall reply same-day or if after hours, then by the morning of the next business day.
8. The parties shall vacate The Property and deliver possession of same to the purchaser in compliance with the contract of sale, unless each party agrees to an earlier date. In the event that either party fails to vacate and deliver possession as provided in the contract, the non-complying party shall be fully responsible and solely responsible for paying any rents, legal fees, or other costs resulting therefrom and hold the complying party harmless therefrom.
9. The net sale proceeds from the sale of The Property shall be delivered by escrow to [LOCATION WHERE FUNDS ARE TO BE HELD IN TRUST]. The trustee of the funds (often, one of the party’s attorneys) is to provide a copy of the close of escrow documents and notification of

funds being received and deposited forthwith. The funds are to be deposited into an interest-bearing account in the name of the parties for their benefit. Both parties shall cooperate in providing any and all documents necessary for the said account to be opened in a timely manner. A “timely manner” is defined as providing any and all documents necessary within five (5) days of the request being made. The funds held in the account shall be disbursed only by written stipulation of the parties and/or order of the Court.

10. Both parties are fully aware that if either one of them does not cooperate with the listing and sale of The Property and all terms herein, the complying party can seek ex parte orders from the court in order to enforce the provisions herein. This Stipulation and Order is being entered into so The Property is listed and sold, as soon as possible, and without delay under a reasonable offer.

**\*SAMPLE ONLY**

(contact me with any questions)

Katie Fones

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