

Attorney for Petitioner

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF _____

Marriage of)	Case No.:
)	
)	[PROPOSED] ORDER ON EX PARTE
)	APPLICATION TO APPOINT REALTOR
Petitioner,)	TO SELL _____ AND
vs.)	TO SIGN THE LISTING AGREEMENT
)	
)	
Respondent.)	

Petitioner _____'s ex parte application to appoint a realtor to sell _____ and to sign the listing agreement came before this Court on the ex parte calendar. The Court finds that notice to Respondent has been duly given, and having considered the application and all supporting documents submitted therewith, orders as follows:

1. Real estate brokerage Compass, in the person of Katie Fones shall list _____ (The Property) for sale pursuant to and on the terms stated in the SFAR Exclusive Residential Listing Agreement ("SFAR Agreement") attached to this order as Exhibit A. Respondent is ordered to fully execute the SFAR Agreement no later than _____. If Respondent fails to fully execute the SFAR Agreement by _____, the Court appoints the Clerk of the Court or the Clerk's designee as elisor to fully execute the SFAR Agreement for _____. The elisor (Court Clerk) shall initial for _____ each instance of each page where the words "Seller's Initials" appear at the bottom or elsewhere; the elisor shall also sign for _____ each instance of each page wherein the signature for the Seller is called for by the form, including if _____ is identified as "Seller", "Seller/Landlord", or any combination of terms with "Seller" included. The elisor shall also date each signature if called for by the form.

2. This transaction is an “exempt sale” pursuant to California Civil Code §1102.2 (court ordered sale exemption). Nonetheless _____ (Husband / Seller) shall cooperate fully with Katie Fones in making all necessary and customary disclosures (Disclosures) as required by law or by the SFAR Residential Purchase agreement, or as customary per local practice according to Katie Fones.

3. Seller shall meaningfully participate in disclosing to the prospective buyer(s) all known material facts / material defects related to The Property, and shall provide Katie Fones with all reports and other written materials in his possession, or in the possession of his agents or property managers related to the Property, and any other facts or documents which may reveal conditions which adversely impact the value or desirability of the property.

4. Katie Fones may in her discretion in the normal course of their duties as the listing agent: A) examine the property through visual observation and, with the assistance of professional inspection reports and tradesperson estimates, evaluate the present condition of the home; B) make recommendations to Seller regarding the current condition of the property and improvements which Seller may choose to undertake (such as interior and exterior deferred maintenance repairs, aesthetic improvements, painting, landscaping, interior staging, etc) in order to achieve the highest purchase price; C) prepare a marketing plan; D) prepare a comprehensive market analysis (Comps) of the property which includes a suggested marketing price which may vary from the listing agreement price; E) prepare a “disclosure packet” which includes typical and customary property disclosures and also property inspection reports.

5. Seller shall consider in good faith Katie Fones’s suggested improvements and marketing plans, and shall collaborate in good faith with Katie Fones to execute a mutually agreed plan. Seller is not obligated to make any suggested improvements, unless required by law as a “point-of sale” measure. Seller shall make a decision regarding Katie Fones’s suggestions within 5 days. To the extent Seller agrees to any or all of Katie Fones’s suggestions, Seller is responsible for payment and shall sign any and all related contracts. Katie Fones may offer Professional recommendations regarding improvements to the property, but Seller acknowledges Katie Fones shall not act as a foreman or general contractor.

6. Seller shall pay for any and all inspection reports and the like suggested by Katie Fones, required by the purchase agreement, required by statute or local ordinance, and/or customary in the preparation of the property “disclosure packet” as recommended by Katie Fones.

7. The property shall remain vacant, unoccupied and free of any personal property (other than as arranged by Katie Fones such as “staging”) until it is sold. Seller shall not live in the Property and shall not visit the property without the permission of Katie Fones, and shall not rent or lease or use the property or otherwise allow or cause others to use the property for any purpose. Seller shall provide Katie Fones with a key to all locks within 5 days of the issuance of this order. If Seller does not, Katie Fones is authorized to have the property re-keyed at Seller’s

expense. Seller shall not change the locks or otherwise interfere with Katie Fones's access to the property which shall be unfettered.

8. Katie Fones shall control access to the property for the purposes of the sale, including all necessary and customary inspections, appraisals, broker caravans, open houses, and private or appointment showings.

9. Katie Fones may contact Petitioner's attorney for the purpose of: 1) providing a periodic update and report regarding the sale - any such update/report shall be copied to Seller; or 2) requesting the attorney make arrangements to be heard by this Court for the purpose of furthering the sale and or reporting any non-cooperative Seller actions.

10. If Katie Fones is unable to obtain Seller's cooperation on any issue which impedes marketing and sale of the property, Katie Fones or _____ may seek ex parte relief in this Court.

GOOD CAUSE SHOWN, IT IS SO ORDERED.

Date: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

[PROPOSED] ORDER