

Dear Property Seller,

Due to the fact that any successful real estate listing transaction is based upon mutual cooperation, it is important that all participants to the transaction fulfill certain responsibilities. To that end, we at First Realty/Pryor & Associates believe that you, the Seller, are an important part of our “First Team” and can be helpful in achieving our goals of selling your property “at the highest price,” “in the least amount of time,” and “with the least amount of hassle.”

To this end, we have prepared the following list, called a Seller’s Plan of Action, which will help explain what you can do to help us sell your property.

Respectfully yours,

Mark Pryor
Broker Associate, G.R.I., e-Pro, CA BRE# 00789148
Fist Realty / Pryor & Associates
925-754-7000

Seller’s Plan of Action

Seller will:

- 1.) maintain the property in “Ready to Show” condition. This responsibility continues until escrow is opened and may possibly continue all the way to close of escrow.
- 2.) provide easy access to the property. (First Realty/Pryor & Associates to be provided with keys, contact telephone numbers, fax numbers, e-mail addresses and tenant names, as appropriate.)
- 3.) have a voice mail or phone answering system to take messages during the listing term.
- 4.) make the property available for showing at all reasonably requested times. (Seller understands that use of a lock box will substantially increase possible showings.)
- 5.) obtain business cards from all cooperative agents that show the property and retain them for Mark Pryor for follow-up purposes. (Seller can put the date and time of showing on the back of the card and place a “P” for preview or “S” for showing, if known.
- 6.) inform Mark Pryor immediately if any marketing material becomes depleted.
- 7.) agree to speak with Mark Pryor, or his assistant, if any questions or concerns arise.
- 8.) notify First Realty/Pryor & Associates immediately if any circumstances such as liens, lawsuits, refinances, failure to make mortgage payments or Notice of Default is filed against the property during the listing term (which is inclusive of escrow time frames.)

9.) contact Mark Pryor if another agent attempts to counsel the Seller or solicit the listing at any time.

10.) contact Mark Pryor should Seller want to view or purchase any properties in any other areas or locations in North America.

11.) notify First Realty/Pryor & Associates of any violations in city, county, state, building, fire, health or safety codes.

12.) inform First Realty/Pryor & Associates of any building permits, or lack thereof, for property additions and/or changes.

13.) keep Mark Pryor informed of Seller's itinerary and contact information when traveling or away from the listed property.

14.) agree to regular review of property pricing strategies and discussions of price alterations, if necessary.

15.) provide operating, utility and/or loan statements upon request.

16.) if at all possible, remove pets from the premises during the listing period.

17.) not negotiate with the buyer without the listing agent being present.

18.) return telephone calls promptly.

19.) inform First Realty/Pryor & Associates of all physical changes to the property during the listing term.

20.) strongly consider ordering pre-sale inspection(s) prior to the sale of the property.

21.) notify Mark Pryor of any person(s) who have any interest in the property.

22.) be available at all reasonably requested times for presentation of offer(s) and/or review and execution of other transaction documents – i.e. addendums, disclosures, inspections, etc.

23.) help coordinate access to the property by appraiser, inspectors, etc.

24.) vacate the premises as per contractual agreement.

25.) remove any and all debris, furnishings and/or personal property prior to vacating the premises. However, Seller will not remove "real property" from the premises. (Seller understands the difference between real and personal property or will ask for clarification prior to move out.)

Agreed:

Seller **Date**

Seller **Date**