



CALIFORNIA
ASSOCIATION
OF REALTORS®

SHORT-TERM RENTAL LISTING

(FOR OCCUPANCY OF 30 DAYS OR LESS, OR SEASONAL RENTAL FROM 31-90 DAYS)

(C.A.R. Form STRL, 12/23)

THIS FORM IS NOT BINDING ON BROKER UNLESS SIGNED BY BROKER OR OFFICE MANAGER ON BROKER'S BEHALF

Date Prepared: June 3, 2025

1. BROKER SERVICES:

A. EXCLUSIVE RIGHT TO LEASE OR RENT FOR SHORT-TERM USE: Sean Xie ("Owner") hereby employs and grants Compass ("Broker") beginning (date) 06/05/2025 and ending at 11:59 P.M. on (date) 06/03/2025 ("Listing Period") the exclusive and irrevocable right to lease or rent, as a short-term rental, the real property located at 24942 Malibu Rd in the City of Malibu, County of Los Angeles, California further described as or named 24942 Malibu Rd., Malibu CA ("Premises").

B. PROPERTY MANAGEMENT:

(1) Broker will NOT manage the property.

OR (2) Broker will manage the property during the term of the occupancy, and during the term of the Listing Period:

(A) C.A.R. Property Management Agreement (C.A.R. Form PMA) attached.

(B) on the terms of a separate management agreement between Owner and Broker.

(3) If broker will manage the property, management fee is is not) included in the compensation specified in paragraph 4.

2. LISTING TERMS:

A. RENTAL PERIODS AND RATES:

(1)

Period (date range)	Rates				
	Weekday	Weekend Day	Holiday	Per Week	Per Month
<u>June - Sept 15</u>					<u>\$35,000.00</u>
<u>Sept 15- October</u>					<u>\$28,000.00</u>
<u>Nov-Dec</u>					<u>\$25,000.00</u>

OR (2) see attached schedule

(3) For **2A(1)** or **2A(2)** above, Owner authorizes (does not authorize) Broker to adjust rates in order to lease or rent Premises at Broker's discretion.

B. TERMS OF OCCUPANCY:

(1) Unless otherwise agreed, Owner authorizes Broker to rent or lease the Premises on a daily, weekly, or another short-term basis.

(2) Owner is advised that permits may be required to rent or lease Premises on a short-term basis and if Premises is located within a HOA, the CC&Rs may have restrictions on short-term rentals. Owner is advised to consult with a qualified California real estate attorney regarding these issues.

(3) (A) For occupancy of 30 days or less Broker will use Short-Term Rental Agreement (C.A.R. Form STRA) or _____.

(B) For occupancy for more than 30 days, but not to exceed 90 days, Broker will use lease agreement (C.A.R. Form RLMM) or Short-Term Rental Agreement (C.A.R. Form STRA) plus Seasonal Addendum to Short-Term Rental Agreement (C.A.R. Form STRA-SA) or _____.

C. ITEMS INCLUDED IN RENTAL: Owner agrees to furnish the Premises as a short-term rental in a manner acceptable to Owner and Broker. All fixtures and fittings that are attached to the Premises and the following items of personal property are included:

(1) Owner shall provide Broker an inventory of furnishings and other personal property within **10 (or _____)** calendar days of signing this Agreement;

OR (2) Broker, within **10 (or _____)** calendar days prior to first occupancy, shall create, for Owner approval, an inventory of furnishings and other personal property.

OR (3) _____;

D. SPACES/ITEMS EXCLUDED FROM RENTAL: Garage/Carport Parking: _____ Owner's locked room/closet: _____ Storage Shed/Area Guest house Other: _____

E. ADDITIONAL TERMS:

(1) Other amenities/rights/benefits included: _____

(2) Community/HOA amenities/facilities/memberships included: _____



(3) Utilities and services provided: Owner shall provide utility services and internet for the Premises, except the following services: all utilities, electric, gas, water, wifi.
For the services selected below, Owner will have a cap on the cost of services. Any amount over this cap will be charged to the tenant, to the extent the Owner can determine that the tenant exceeded the average prorated daily amount of this cap during the occupancy.

- Gas: cap of _____
- Electric: cap of _____
- Combination of services _____ : cap of _____
- Other utility or service _____ : cap of _____

(4) Other: _____

3. OWNER-RESERVED DATES:

A. Broker shall not lease or rent the Premises for short-term use during the following period(s):

B. In addition to the owner-reserved dates indicated in **paragraph 3A**, Owner may reserve additional occupancy dates by giving notice to Broker at least **10** (or _____) calendar days prior to such dates, provided Broker has not already entered into a short-term rental agreement for that time. Once Broker has accepted a short-term rental agreement, Owner shall not have the right during the time of that agreement to occupy the Premises.

4. COMPENSATION TO BROKER:

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 Owner and Broker.

A. Owner agrees to pay to Broker as compensation for services, irrespective of agency relationships, either: (i) 10.000 percent of the total rent or \$ _____; or (ii) per the attached compensation schedule, for any short-term rental entered into or extended: If Broker, cooperating broker or any other person procures a short-term rental occupant ("Occupant") who offers to lease/rent the Premises on the above amount and terms, or on any price and terms acceptable to Owner during the Listing Period or any extension thereof;

B. If, without Broker's prior written consent, the Premises are withdrawn from lease/rental, are leased, rented, otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any extension thereof, Owner agrees to pay to Broker as compensation:

- (1) _____ percent of the total rent or \$ _____.
- (2) All out of pocket expenses, including but not limited to any fees, marketing, photos, cleaning or set up fees.
- (3) _____.

C. In addition, Owner agrees to pay Broker: _____.

D. Broker may retain said compensation from any Occupant deposits and payments collected by Broker.

E. Broker is authorized to cooperate with and compensate other brokers in any manner acceptable to Broker.

F. Owner represents that Owner has no other obligations to pay another Broker for services related to Premises, except _____.

- (1) Bookings already taken: _____.
- (2) Unless otherwise agreed, for any bookings already taken, Broker is not entitled to compensation under this Agreement and Broker is not obligated to represent Owner with respect to such booking.

G. **COMPENSATION ON SUBSEQUENT SALE TO OCCUPANT:** Owner agrees to pay Broker if Occupant directly or indirectly acquires or enters into an agreement to acquire title to the Premises or any part of it, whether by sale, exchange or otherwise, during the term of the occupancy or any extension thereof as follows, compensation equal to 2.500 percent of the selling price or total consideration in said transfer, whichever is greater. Payment is due upon Occupant's direct or indirect acquisition of any legal or equitable interest in the Premises and, if there is an escrow, payment shall be through escrow.

5. OCCUPANT PAYMENTS; DEPOSITS: The following are due and payable to Owner, unless otherwise specified below or otherwise agreed in a separate agreement:

A. For rentals of 30 days or less, the entire rental amount: to Broker; due at execution, upon possession, other _____;

B. For rentals of more than 30 days, first month's rent: to Broker; due at execution, upon possession, other _____;

C. Damage deposit: to Broker; due at execution, upon possession, other _____;

D. Reservation fee for rentals of 30 days or less (Nonrefundable) if applicable: to Broker; due at execution, upon possession, other _____, Broker retains reservation fee as compensation;

E. Late fee (Nonrefundable): to Broker (only applicable if Broker is managing the Property); due if payment is not made within **3** (or _____) Days after the time specified in the Agreement between Occupant and Owner, other _____;

F. Cancellation:

- (1) Cancellation Policy: cancellation is fully refunded with 30+ day notice; no refund within 30 days
- (2) Owner shall be responsible to Occupant for return of any damage deposits and advance rent held by Owner in the event of Occupant cancellation prior to possession under the terms of the cancellation policy.
- (3) No compensation shall be owed to broker if occupant cancels under the Cancellation Policy.

G. Owner authorizes Broker to accept and hold from Occupant checks for deposits and payments, including, but not limited to damage deposits, rents, cleaning fees, transient occupancy taxes, holdover charges and non-sufficient funds charges. Checks shall not (shall) be deposited in Broker's trust fund account.



- 6. RETURN OF DAMAGE DEPOSIT:** If Broker holds damage deposits, and the occupancy agreement is for more than 30 days, Broker is obligated to return damage deposits or account for their disposition within 21 days. Owner agrees to provide Broker with copies of utility bills and other charges to be deducted from damage deposits in a timely manner. If Owner fails to provide Broker with such bills or charges within **10 (or _____)** calendar days of Occupant's departure, Broker, unless otherwise agreed, is authorized to forward damage deposit to Owner and Owner takes all responsibility and liability for the return of the damage deposit.
- 7. MULTIPLE LISTING SERVICE:** Information about this listing may be provided to a multiple listing service(s) ("MLS") of Broker's selection at Broker's discretion. If MLS rules require additional documents related to Broker's decision, such as its own form or C.A.R. Form MLSA, Owner agrees to complete such documents. Owner authorizes Broker to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary.
- 8. SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or otherwise. Third parties, including, but not limited to, inspectors, brokers and prospective tenants, may have access to, and take videos and photographs of, the interior of the Premises. Owner agrees: **(i)** to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Premises; and **(ii)** to obtain insurance to protect against these risks. Owner agrees: **(iii)** to carry and pay for public and premises liability insurance in the amount of no less than \$1,000,000, and property damage and worker's compensation insurance adequate to protect the interests of Owner and Broker; and **(iv)** that Broker is not responsible for loss, damage or injury of or to personal or real property or persons. **Broker does not maintain insurance to protect Owner.**
- 9. KEYS:** Owner shall, as applicable, provide Broker with the following: x Door Keys; x Common Area Keys; _____ Identification Tags; _____ Mailbox Keys; _____ Garage/Gate Openers; codes to operate any Lockbox, Electronic locks, Garage Doors, etc; Other: _____.
- 10. OWNERSHIP, TITLE, AND AUTHORITY TO LEASE OR RENT AS A SHORT-TERM RENTAL:**
- A.** Owner warrants that: **(i)** Owner is the legal owner of the Premises; **(ii)** no other persons or entities have title to the Premises; and **(iii)** Owner has the authority to both execute this contract and lease or rent the Premises;
 - B.** Owner has obtained, if required by the city or county where the property is located, permission to operate the Premises as a short-term rental, such as a license or permit, # _____, with an expiration date of: _____.
 - C.** If Premises is located within a HOA, Owner represents that Owner has the right to rent out the Premises as a short-term rental for any length, except: _____.
 - D.** Exceptions to ownership, title and authority: _____.
- 11. OWNER REPRESENTATIONS:** Owner represents that Owner is unaware of: **(i)** any recorded Notice of Default affecting the Premises; **(ii)** any delinquent amounts due under any loan secured by, or other obligation affecting, the Premises; **(iii)** any bankruptcy, insolvency or similar proceeding affecting the Premises; and **(iv)** any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Premises or Owner's ability to transfer Premises. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.
- 12. TAX WITHHOLDING:**
- A.** Owner authorizes Broker to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to Owner that exceed \$1,500 received by Broker in a calendar year, unless Owner completes and transmits to Broker: **(i)** If Owner is **not** a California Resident or a corporation or LLC qualified to conduct business in California, FTB form 589, nonresident reduced withholding request, or FTB form 588, nonresident withholding waiver; or **(ii)** , If Owner is a California Resident or a corporation or LLC qualified to conduct business in California, FTB form 590, withholding exemption certificate.
 - B.** If Owner is a nonresident alien individual, a foreign entity, or other non-U.S. person, (Foreign Investor) Owner authorizes Broker to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless Owner elects to treat rental income as "effectively connected income" by submitting to Broker a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption from Withholding on Income Connected With the Conduct of a Trade of Business in the United States. A Foreign Investor Owner will need to obtain a U.S. tax payer identification number and file declaration with the IRS regarding effectively connected income in order to complete the form given to Broker. Further, the Foreign Investor Owner will be responsible for making any necessary estimated tax payments.
- 13. BROKER'S AND OWNER'S DUTIES:**
- A.** (1) Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized to advertise and market the Premises in any medium selected by Broker including the MLS, online travel agencies, and the Internet, and, to the extent permitted by these media, control the dissemination of the information submitted to any medium.
(2) Broker is authorized to spend \$ _____ to prepare the Premises to be rented. Owner shall reimburse Broker for any such expenditures.
 - B.** If Broker is authorized to rent Premises for more than 30 days, Owner agrees to complete a Rental Property Owner Disclosure (C.A.R. Form RPOD), which shall be provided to Broker within 3 Days of completing (or with) this Agreement. Owner authorizes Broker to provide Occupant with the RPOD completed by Owner with any lease or rental agreement of more than 30 days.
 - C.** Owner agrees to consider offers presented by Broker and to act in good faith to accomplish the lease or rental of the Premises by, among other things, making the Premises available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Premises subject to **paragraph 4F**, and following all applicable fair housing laws. Owner is responsible for determining at what price and terms to list and lease or rent the Premises. Owner, but NOT Broker, is responsible for compliance with all health and safety legal requirements, such as but not limited to smoke alarm and carbon monoxide detector installation, and water heater bracing.
 - D.** Owner agrees to provide fully completed IRS form W-9 and any other reasonably necessary tax related document, upon request by the Broker.



- E. Owner agrees to indemnify, defend and hold harmless Broker and all persons in Broker's firm, as permitted by law, from all costs, expenses, suits, claims, liabilities, damages, judgments, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including Owner, (i) for those acts relating to the leasing of the Property by Broker, or any person operating through Broker's license, or the performance or exercise of any of the duties, powers, or authorities granted to Broker; (ii), from any incorrect or incomplete information supplied by Owner; (iii) from any material facts that Owner knows but fails to disclose including dangerous or hidden conditions on the Premises, and (iv) actions brought by the Department of Fair Employment and Housing or other government regulatory body. This paragraph shall apply to all actions and claims, including those arising out of Broker's negligence but not to the willful misconduct or gross negligence of Broker and shall extend to claims occurring after this Agreement is terminated as well as while it is in force. Owner's obligations under this paragraph will not be limited by insurance requirements or by any other provision of this Agreement.
14. **OTHER OWNERS:** Owner understands that Broker may have or obtain listings on other properties and that potential occupants may consider, make offers on, or lease or rent through Broker, premises the same as or similar to Owner's Premises. Owner consents to Broker's representation of owners and occupants of other properties before, during and after the end of this Agreement.
15. **EQUAL HOUSING OPPORTUNITY:** The Premises is offered in compliance with federal, state and local anti-discrimination laws.
16. **WARRANTIES:** Owner shall provide to Broker, within 10 calendar days of entering this Agreement, a list of the home warranties and product warranties covering the Premises, including the items covered, the company name and policy number, and the contact telephone number.
17. **ADDITIONAL TERMS:** _____
18. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Owner, and Owner's successors and assigns.
19. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Owner and Broker arising out of this Agreement, Owner or Broker shall be responsible for paying their own attorney fees and costs, except as provided in paragraph 20A.
20. **DISPUTE RESOLUTION:**
- A. **MEDIATION:** (1) Owner and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. (2) Mediation fees, if any, shall be divided equally among the parties involved. (3) If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, and that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney fees, notwithstanding **paragraph 19. Exclusions from this mediation agreement are specified in paragraph 20B.**
- B. **EXCLUSIONS:** The following matters are excluded from mediation: (i) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation provision: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing makes a request to the court for a stay of litigation pending any applicable mediation proceeding; or (iii) the filing of a mechanic's lien.
- D. **ARBITRATION ADVISORY:** If Owner and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).
21. **ENTIRE CONTRACT:** All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement may not be extended, amended, modified, altered or changed, except in writing signed by Owner and Broker. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any copy, whether by copier, facsimile, NCR or electronic, may be signed in two or more counterparts, all of which shall constitute one and the same writing.
22. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall deliver to Broker, within **3 Days** after execution of this Agreement, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

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PROCEED TO NEXT PAGE**

By signing below, Owner acknowledges that Owner has read, understands, accepts, and has received a copy of this Agreement and understands that the Agreement is not binding on Broker unless signed below by Broker or an office manager.

ENTITY OWNERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) **Non-Individual (entity) Owner:** One or more Owners is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____
- (3) **Contractual Identity of Owner:** For purposes of this Agreement, when the name described below is used, it shall be deemed to be the full entity name.
 - (A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);
 - (B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (4) **Legally Authorized Signer:**
 - (A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 22** for additional terms.
 - (B) The name(s) of the Legally Authorized Signer(s) is/are: _____

OWNER SIGNATURE(S):

(Signature) By: Sean Xie Date: 6/3/2025

Printed name of Owner: Sean Xie

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email laneurosurgery@gmail.com Phone # _____

(Signature) By, _____ Date: _____

Printed name of Owner: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

Additional Signature Addendum attached (C.A.R. Form ASA)

BROKER SIGNATURE: (Must be signed by Broker or Office Manager)

Real Estate Broker (Firm) Compass DocuSigned by: _____ Lic. #: 01991628

By (Broker/Office Manager) Diane Brydyk Lic. #: 02132195 Date 6/3/2025

Address 9454 Wilshire Blvd City Beverly Hills State CA Zip 90212

Telephone _____ Email diana@dianahomesonline.com

Additional Agent Acknowledgement attached (C.A.R. Form AAA)

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