

**Fatekh Vergasov**

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**From:** Fatekh Vergasov [fv1946@sbcglobal.net]  
**Sent:** Thursday, July 12, 2012 10:17 AM  
**To:** Frederic U Baranski (shallene.mcgrath@dre.ca.gov)  
**Subject:** File # 51206.09001  
**Attachments:** Exclusive Ausorization and right to sell.pdf

Frederic,

My contract with Miles McCormick is attached

After contract was signed by me, I was very surprised by some:

Paragraph 1. One year! Usual common practice is 3 months, maximum 6 months

Paragraph 10, d). Seller shall pay to Broker the compensation provided in Paragraph 10(a) if Property is sold, conveyed or otherwise transferred within 90 or \_\_ calendar days ("Protection Period") after the termination of this Listing Agreement to anyone with whom Broker or a cooperating broker has, prior to termination, had contact relating to the Property, provided Seller has been given written notice of the names of such prospective purchasers no later than 10 or \_\_ calendar days after termination of this Listing Agreement.

Seller shall not, however, be obligated to pay the compensation provided for in Paragraph 10(a) in the event a valid listing agreement is entered into during said Protection Period with any other licensed real estate salesperson. [It looks like discrimination, not giving me as Homeowner right to sell, equal with licensed agents]

Agent's duty to Report comes from basic agent's duties described for example here:  
[http://en.wikipedia.org/wiki/Agency\\_\(law\)](http://en.wikipedia.org/wiki/Agency_(law))

Our contract has no words about his duty to Report, but there are no words which restrict me (Principal or Customer) to ask for said report, and there is no statement I refused from my right to be reported... So, my request is 100% legal

More documents will be found and send to you later on

Thanks

Fatekh Vergasov