



EXCLUSIVE REPRESENTATION ADDENDUM TO LISTING AGREEMENT

1. This Exclusive Representation Addendum modifies, amends, is made a part of and is attached to the Exclusive Right to Sell or Lease Listing Agreement (Residential) ("Listing Agreement") dated \_\_\_\_\_, 20\_\_\_\_ between the Broker named below ("Broker") and the Seller named below ("Seller") relating to that certain Property described therein, the street address of which is \_\_\_\_\_.

2. Paragraph 1 of the Listing Agreement shall be deleted in its entirety and the following paragraph substituted for it:

"1. Effect of Listing Agreement. This Listing Agreement shall not apply to a sale, lease, option or exchange (collectively "Sale") of the Property to a buyer procured solely by Seller without the assistance of Broker or any other person ("Seller Sale"). Other than a Seller Sale, Seller agrees to work through Broker for the Sale of the Property. Seller agrees to refer to Broker all inquiries received in any form from real estate brokers and sales persons during the time this Listing Agreement is in effect. Any compensation which is conditioned upon the Sale of the Property, other than a Seller Sale, shall be earned by Broker as set forth herein without any discount or allowance for any efforts made by Seller or by any representative of Seller in connection with the Sale of the Property."

3. The introductory clause of Paragraph 7(b) of the Listing Agreement shall be deleted in its entirety and the following clause shall be substituted for it:

"7(b) When Earned. Except for a Seller Sale, such compensation shall be earned when any one of the following occurs during the term of this Listing Agreement."

4. Paragraph 7(e) of the Listing Agreement shall be amended by the following:

"(iii) If there is a Seller Sale of the Property, no compensation will be earned by Broker under Paragraph 7(b) above, but Seller shall pay Broker a service fee as follows:

- (1) \_\_\_\_\_ of the gross sales price of the Property; or
(2) \_\_\_\_\_ of the gross rental payments under the lease of the Property; or
(3) \_\_\_\_\_.

Such service fee shall be payable at the closing of any Sale of the Property."

5. Paragraph 14(b) of the Listing Agreement shall be deleted in its entirety.

6. Seller shall not offer the Property for Sale at a price lower than the Sales Listing Price and the Lease Listing Price in Paragraph 4 of the Listing Agreement. Seller shall notify Broker in writing of the name of any person whom Seller introduced to the Property, solely by Seller, who has been informed of the Sales Listing Price and/or the Lease Listing Price, and whom Seller claims to be excluded ("Excluded Buyer") within \_\_\_\_\_ hours after such Excluded Buyer is first introduced to the Property and informed of the Sales Listing Price and/or the Lease Listing Price. Seller shall also notify Broker in writing within \_\_\_\_\_ hours after Seller's acceptance of any Sale of the Property to an Excluded Buyer and identify the buyer, price and terms.

7. Except as modified or amended in this Addendum, all of the provisions, terms and conditions of the Listing Agreement shall remain the same.

Executed by Seller this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Seller (Print) SS# \_\_\_\_\_

\_\_\_\_\_  
Seller (Signature)

\_\_\_\_\_  
Seller (Print) SS# \_\_\_\_\_

\_\_\_\_\_  
Seller (Signature)

Executed by Broker this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Broker (Company)

By: \_\_\_\_\_  
Broker or Associate (Signature)