

ADDENDUM TO LISTING AGREEMENT

This Addendum is to the Listing Contract Exclusive Right and Authority to Sell (the "Listing Contract") entered into between:

_____ ("BROKER"); and

_____ ("LISTING AGENT"); and

_____ ("SELLER")

relating to the following described real property ("Property"):

The following terms are hereby incorporated into and made a part of the Exclusive Right and Authority to Sell Contract:

Agent Experience & Capability to Sell

1. BROKER agrees to provide documentation relative to the experience and capability of the above named LISTING AGENT who will be handling the sale of my property. Said documentation shall include the following:

- a.) Date the LISTING AGENT obtained their license from the State.

- b.) Date the LISTING AGENT began representing your company / brokerage

- c.) Copies of any complaints filed against the LISTING AGENT in the last 12 months

- d.) List of the prior sales of the LISTING AGENT including complete MLS history showing date of listing, original list price, days on market, history of price drops, and the closing price of each.

- e.) A list of any listing that expired, was withdrawn, cancelled or terminated involving the LISTING AGENT and the reason for said expiration, withdrawal, cancellation or termination.

- f.) If my transaction involves a short sale transaction, we will need a list of successful short sale transactions the LISTING AGENT has been involved in

- g.) A full resume or Curriculum Vitae on the LISTING AGENT, the BROKER and the Agency

If this information is not received within (5) business days of the execution of this document then I have the unilateral right to terminate any and all agreements in existence, or contemplated by and between the above referenced LISTING AGENT and BROKER with no further obligation or compensation due to either.

Marketing Plan

2. BROKER and LISTING AGENT agree to provide me with a comprehensive marketing plan that details how my property will be marketed for sale. The Marketing plan will include the following:

- a.) Ad specifications of any advertising placed in any radio, print or televised medium along with a sample copy of the ad along with tear sheets, or reels, showing the dates that it ran. You will also supply an invoice showing the amount paid for said ad. please also include the frequency of each ad to be placed along with where it was placed and date it ran or was aired / shown.

- b.) It is understood by the Parties that FREE websites such as Craigslist or Backpage, do not constitute any form of marketing or advertising that you will be compensated for and are assumed to be a normal part of you doing business.

c.) Please provide me a list of how you intend to syndicate my listing so that I obtain the highest possible exposure for my property.

d.) Please provide me with a copy of the actual MLS listing shown and marketed to other Real Estate Agents. I am not referring to the reports shown to homeowners but rather the full MLS listing showing specifically Broker's Remarks, Pictures and any and all comments any real estate agent would see if viewing my listing.

e.) Please provide me with a detailed report showing your direct mail efforts including the amount of postage and cost of production of any collateral materials related specifically to the marketing of my property.

f.) Please provide me with a copy of ALL invoices paid relative to the marketing of my property including but not limited to, the cost of the yard sign, fliers, postage, publication design and any other expense relative to the sale of my property.

If this information is not received within (5) business days of the execution of this document then I have the unilateral right to terminate any and all agreements in existence, or contemplated by and between the above referenced LISTING AGENT and BROKER with no further obligation or compensation due to either.

Communication Accountability

As you are advertising your phone number on a yard sign, on the MLS and through syndication of the listing of my property, you Agree that you shall be accessible by the telephone number published 7 days per week between the hours of 8:00AM and 7:00PM to accept calls and inquiries on my property.

3. The LISTING AGENT understands that I shall make periodic random calls to the published number to confirm that the calls are being answered at the published number. The LISTING AGENT shall ensure that the call is answered:

a.) live by the LISTING AGENT or by answering service or voicemail. No call shall go unanswered.

b.) If at anytime that a call is made and the call goes unanswered or there is no return call from a voicemail message within 3 hours, then I have the unilateral right to terminate any and all agreements in existence, or contemplated by and between the above referenced LISTING AGENT and BROKER with no further obligation or compensation due to either.

Expense Report

4. The LISTING AGENT agrees to keep a detailed expense report itemizing the amount of time and money allocated for the marketing and sale of my property.

a.) The LISTING AGENT will keep detailed account of the amount of mileage incurred traveling to my house and his office. No mileage may be accounted for traveling to my property from any other location.

b.) The LISTING AGENT will keep detailed account of the amount of gas purchased and incurred traveling to my house and his office for meetings at my house or to show prospective buyers.

c.) The LISTING AGENT will keep detailed account of the amount of any tolls or parking expenses incurred traveling to my house and his office for meetings at my house or to show prospective buyers.

Simultaneous Marketing

5. The BROKER and LISTING AGENT agree that with the advent of the Internet, there now exists many ways outside the realm of the traditional real estate business model that can be utilized in the course of marketing and selling a property.

a.) The BROKER and LISTING AGENT agree that if I am able to sell my house on my own, and obtain a Buyer that is not introduced to me by the BROKER and LISTING AGENT, I may do so without having to pay the BROKER or LISTING AGENT any commission as no such commission was earned.

b.) However, in the event I do sell the property to a Buyer that is not introduced to me by the BROKER and LISTING AGENT, I will reimburse the LISTING AGENT for verifiable expenses presented per Paragraph 2, subsections (a-f) and Paragraph 4 subsections (a-c). This Addendum is Agreed to by the undersigned Parties and permanently modifies any Listing Agreement in Effect by and between the Parties. This Addendum shall supersede and prior agreements, oral or otherwise by and between the Parties and in the instance of ANY conflict this Agreement shall control.

_____ (Authorized Broker's Signature) (Date)	_____ (Seller's Signature) (Date)
_____ (Brokerage Firm Name)	_____ (Seller's Signature) (Date)