



EXCLUSIVE SALE AND LISTING AGREEMENT ADDENDUM

Revised 8/16/2024

This amends the Exclusive Sale and Listing Agreement ("Agreement") dated \_\_\_\_\_, between \_\_\_\_\_ ("Seller") and \_\_\_\_\_ (the "Listing Firm"), concerning the property commonly known as \_\_\_\_\_ in the City \_\_\_\_\_, County \_\_\_\_\_, State \_\_\_\_\_, Zip \_\_\_\_\_ (the "Property").

The terms and conditions in this Exclusive Sale and Listing Agreement Addendum (the "Addendum") are incorporated into the Agreement. In the event of any inconsistency between the terms and conditions of this Addendum and those of the Agreement, the terms of this Addendum shall supersede and control.

- 1. DEFINITIONS. (a) "MLS PIN" means MLS Property Information Network, Inc., a Massachusetts business corporation; and (b) "sell" includes a contract to sell; an exchange or contract to exchange; or an option to purchase. Capitalized terms used in this Addendum but not otherwise defined shall have the meanings ascribed to them in the Agreement.
2. AGREEMENT TERMS. Pursuant to the Agreement, Seller retained the Listing Firm to provide broker services in connection with the proposed sale of the Property. The Agreement sets forth the compensation payable to the Listing Firm for its broker services for the sale of the Property. Reflecting a new policy that has been adopted by MLS PIN, the Agreement does not allow the Listing Firm to offer compensation on the MLS to a licensed real estate broker that represents a prospective buyer of the Property (a "Buyer Broker"). However, the Agreement does allow Seller to offer compensation on the MLS to a Buyer Broker, though Seller is under no obligation to do so.
3. Seller Compensation to BUYER'S Broker. Seller [ ] has [ ] has not [Check One], as of the date hereof, agreed to offer compensation to a Buyer Broker in connection with the proposed sale of the Property. Seller acknowledges that compensation, if any, offered to a Buyer Broker is separate from and in addition to compensation, payable, by Seller to the Listing Firm pursuant to Section \_\_\_\_ of the Agreement.
a. Buyer Broker Compensation Offer (if any): \_\_\_\_\_ % of the Property sales price, or \$ \_\_\_\_\_ shall be paid to the Buyer Broker (the "Buyer Broker Compensation"), which includes a broker affiliated with Listing Firm who represents the buyer. Buyer Broker Compensation shall be paid as set forth above, unless modified by the Seller, buyer and the Buyer Broker in a mutually accepted purchase and sale agreement. The Buyer Broker is an intended third-party beneficiary of this Addendum.
b. Additional Buyer Broker Compensation. If the buyer or the Buyer Broker requests that Seller pay additional compensation to the Buyer Broker, other than the compensation, if any, that is stated above, Seller may, but is not obligated, to agree to such request. Seller shall not be obligated to pay any other compensation to the Buyer Broker unless set forth in a writing signed by Seller.
c. Compensation Negotiable. Seller acknowledges that there are no standard compensation rates and the compensation, "if any", set forth above is fully negotiable between the parties and is not set by law. In addition, Seller acknowledges that offering compensation to the Buyer Broker is not required.

Seller's Signature Date

Listing Firm

Seller's Signature Date

Listing Broker's Signature Date