

# Addendum to Listing Agreement

Addendum to NWMLS For 1 and 1B

Addendum to listing agreement NWMLS Form 1 & 1B between \_\_\_\_\_ (“Seller”) and AAA Properties from date of agreement until midnight of \_\_\_\_\_ (expiration date of listing is six months if not filled in) for the real property (“Property”) located at \_\_\_\_\_ in the city of \_\_\_\_\_, County \_\_\_\_\_, Washington, Zip Code \_\_\_\_\_.

IT IS AGREED BETWEEN THE SELLER AND THE BROKER AS FOLLOWS:

1) **The Law of Real Estate Agency:** Seller acknowledges that they have received a copy of a pamphlet entitled “The Law of Real Estate Agency” which is available on Broker’s website at [www.AAAListsHomes.com](http://www.AAAListsHomes.com) . Seller Initials: \_\_\_\_\_

2) **Agency Relationship:** Broker agrees to act as the agent for the seller in a limited capacity service as described below.

3) **Flat Listing Fee:** Seller understands that the flat listing fee paid to AAA Properties upon execution of this agreement, is a non-refundable listing fee for the services chosen. Seller acknowledges that the Seller is required to pay a Selling Broker (Buyer’s Agent) a commission if sold by an agent. If seller sells to a buyer without an agent, there is no commission involved.

4) **Property Pricing:** List Price \_\_\_\_\_ Seller understands that it is the sole responsibility of the Seller to price their property and are advised to employ a licensed appraiser if Seller needs a price opinion.

5) **Commission:** Seller understands that if a Buyer is procured by a real estate licensee on the terms acceptable to the Seller, Seller will pay that Selling Broker (Buyer’s Agent) a \_\_\_\_\_% (percent) or \$\_\_\_\_\_ (dollar amount) commission unless otherwise agreed to in writing. AAA Properties will receive no listing commission at closing, UNLESS otherwise agreed to in writing. Seller may sell the property to a Buyer not represented by a real estate licensee, and in such event, Seller shall pay no Selling Broker (Buyer’s Agent) commission. Seller is advised to ensure that a real estate licensee did not bring the Buyer to the attention of the Seller’s property or Seller may be liable for paying a commission. (see #8)

6) **Seller’s Duties:** Seller will be responsible for delivering to Selling Broker (Buyer’s Agent) the Real Property Transfer Disclosure Statement (provided by Broker via email), counteroffers, notices for removal of conditions as it involves the sale of their property, as well as other documents involved in the sale of the Seller’s property. Seller will be responsible for delivering title report, making the property available for appraiser, inspector, buyer and their agent. Seller also agrees to return any signs or lockboxes to Broker after property is sold and/or listing ends.

7) **Sale of Property:** Seller must notify Broker within 24 hours of mutual acceptance of any offer to purchase. Seller shall verify that a complete copy of all signed documents has been delivered to Broker via email/fax or personal delivery within the same 24 hour period provided that the Buyer is represented by a licensee in the purchase. If Buyer is not represented, Seller need only provide Buyer’s name, purchase price, status of contingencies and expected close date within 24 hours of signing an agreement for sale.

8) **Indemnification/Hold Harmless:** Seller irrevocably agrees to indemnify and hold harmless AAA Properties and all its’ Brokers, licensees, and/or owners involved in the transaction for any claim, demand, cause of action, loss or damage, incurred by them and the defense thereof arising from Seller’s failure to comply with any agreements pertaining to the listing and/or sale of the property referenced in this agreement and/or any purchase agreements. The venue of any suit shall be in the county in which the property is located. In the event of litigation to enforce or interpret the terms of this agreement, the prevailing party shall be awarded their reasonable attorneys’ fees and costs incurred as a result of such litigation. In the event a claim arises where a commission is sought, Seller shall indemnify and hold harmless AAA Properties.

9) **Tax and Legal Advice:** Seller is informed of the advisability to seek legal and/or tax advice prior to signing any real estate documents or agreement including, but not limited to this listing agreement. Seller understands that Broker has not and does not give legal or tax advice.

10) **Changes to listing:** Seller may cancel, extend, or make changes to their listing at any time without charge. If Seller cancels the listing, the listing fee is non-refundable regardless of the reason for cancellation.

Seller’s Initials: \_\_\_\_\_