



ADDENDUM TO EXCLUSIVE LISTING AGREEMENT

This Addendum, made and entered into this ____ day of _____, 20 __, is attached to and hereby made a part of the Listing Agreement (the "Listing") dated _____ pertaining to the property at (address) _____, located in _____ County, _____, by and between _____ & _____ (Owner)'s and **Save 6, Inc.** (Broker). Broker will list the Property in the Multiple Listing Service (MLS) as specified in the Listing Agreement.

A. UNDERTAKING OF OWNER

1. All written offers through a real estate broker participating in the Multiple Listing Service (MLS) shall be presented directly to the Owner by the Cooperating Broker who procures the buyer.
2. All earnest money deposits will be held by the Cooperating Broker if an offer is accepted by Owner.
3. Owner will pay a _____ % commission to Cooperating Broker at settlement for services rendered by the Cooperating Broker, whether action as the agent for the Owner or as the agent for the buyer, in accordance with the terms and conditions of the Listing Agreement.
4. The entire amount of the commission offered through MLS by Broker shall be the sole obligation of Owner and shall be paid in full to Cooperating Broker by Owner on behalf of Broker at the time of settlement and shall not be deducted from or reduced by any fees previously paid to Broker. If for any reason commission is not paid or a dispute occurs between Seller and Buyer or Buyer's Broker, the commission due will be the sole responsibility of the Seller. Broker will not be held liable.
5. Owner acknowledges that Broker and Broker's agents may not have viewed the Property, and, therefore, Broker shall not be liable for any incorrect information or data as provided by Owner on the MLS Profile Sheet attached to the Listing Agreement and entered into the MLS based upon the Profile Sheet.
6. Owner agrees to disclose through the MLS and to any Cooperating Broker or agent, as well as to any prospective buyer, all material facts relative to the sale of the Property and any defects in the Property, including, but not limited to water or dampness in basement, structural damage, fire damage, leaking roof, faulty furnace, condition of the Property. Owner agrees to complete and provide to any purchaser who submits a written offer to purchase a Property Condition Disclosure Statement as published by the Maryland Real Estate Commission in accordance with the Maryland Residential Property Disclosure Disclaimer Act.
7. Owner shall indemnify and hold Broker and Broker's agents, officer's directors and stockholders, harmless from any and all liability and costs, including reasonable attorney's fees, in connection with the marketing and sale of the Property including, but not limited to any misrepresentation make by Owner as to the condition of the Property. Owner shall be solely and exclusively liable for any alleged or actual damages or losses incurred by Owner or any buyer during, after or resulting from the sale of the Property.
8. Owner retains the right to sell the Property without a real estate agent through Owners own advertising and efforts. In the event Owner procures a buyer through Owner's direct efforts. Owner will not owe any real estate commission to Broker.

- 9. Upon signing a Contract of Sale with a buyer, Owner will notify the Broker (301-355-6104 or save6info@gmail.com) information relating to the sale, including the sales price, settlement date, and closing costs to be paid by seller, loan type, selling agent name and company (this information must be provided within 12 hours following the event).
- 10. This Agreement may be canceled by Owner upon written notice to Broker by the Owner.
- 11. Owner shall offer the Property for sale without regard to race, color, sex, religion, national origin, physical or mental handicap, familiar status, marital status or other protected classes under Maryland and applicable local fair housing laws.

B. UNDERTAKING OF BROKER

- 1. Broker will not show the Property, hold escrow deposits, or represent Owner at the time of settlement. Broker will promote the sale of the Property through the Multiple Listing Service as specified in the Listing Agreement and the Internet and Owner hereby expressly authorizes Broker to promote the Property through Internet.
- 2. Broker shall not be liable to the Owner for any losses incurred in the sale of the Property. Owner authorizes and consents to Broker, real estate licensees affiliated with Broker and real estate licensees acting as the sub-agent of Broker to provide ministerial acts on behalf or Owner to third persons as permitted by the Maryland Real Estate Act.
- 3. This Agreement constitutes an Exclusive Agency by and between Owner and Broker. As agent of the Owner, Broker shall protect confidential information provided by Owner except as otherwise required by law. Broker shall disclose to Owner all information and commission from third persons to Owner. Broker shall provide contract forms as necessary to effectuate the sale of the Property and Broker shall promptly deliver to Owner any contract offers, verbal or written, brought to Broker's attention by cooperating Brokers or others. Broker, upon request of owner, shall consult with Owner regarding the terms and conditions of any contract offer, assist Owner in counteroffers; and discuss terms and conditions contained in any written offer received by Owner from Cooperating Brokers.
- 4. Broker hereby acknowledges the receipt from Owner, the sum of dollars (\$_____) "the Brokerage Fee." The Brokerage Fee paid by Owner, to Broker, represents payment in full services rendered by Broker in connection with the Listing Agreement except for Owner's obligation to pay additional compensation to Cooperating Broker in the event a Cooperating Broker is involved in the sale of the Property in the amount as set forth in this Addendum and the Listing Agreement.

Owner acknowledges the name SAVE 6 INC. does not promise a six percent commission savings once a Property is listed in the Multiple Service, except as modified by the Addendum, all other terms and conditions of the Listing Agreement shall remain in full force and effect.

Owner 1: _____ Date: _____

Owner 2: _____ Date: _____

SAVE 6 INC.

By Broker: _____ Date: _____