

## VA ADDENDUM TO LISTING AGREEMENT

This Addendum, made and entered into this \_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, is attached to and hereby made a part of the Listing Contract (the "Listing") dated \_\_\_\_\_ pertaining to the property at (address) \_\_\_\_\_, located in \_\_\_\_\_ County, by and between \_\_\_\_\_ & \_\_\_\_\_ (Owner)'s and **Homes By Owner Inc.** (Broker). Broker will list the Property in the Multiple Listing Service 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 or Title Company 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 acting as the agent for the Owner or as the agent for the buyer, in accordance with the terms and regulations of the Listing Agreement.
4. The entire amount of the commission offered through MLS by Broker shall be the sole obligation of Owners and shall be paid in full to Broker by Owner 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'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 and entered into the MLS based upon the Profile Sheet.
6. Owner shall indemnify and hold 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 made 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 reselling from the sale of the Property.
7. 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.
8. Upon signing a Contract of Sale with a buyer, Owner will notify the Broker (301-355-6104 or [save6info@gmail.com](mailto: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).
9. This Agreement may be canceled by Owner upon written notice to Broker by the Owner.
10. Owner shall offer the Property for sale without regard to race, color, sex, religion, national origin, physical or mental handicap, familial status, marital status or other protected classes under State and applicable local fair housing laws.

**B. UNDERTAKING OF BROKER**

- 1. Broker will not show the Property, hold any 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 are hereby expressly authorizes Broker to promote the Property through the internet.
- 2. Broker shall not be liable to the Owner for any losses incurred in the sale of the Property.
- 3. This Agreement constitutes an Exclusive Agency Agreement 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 communications received from third parties to Owner. Broker shall provide contract forms as necessary to effectuate the sale of the Property and Broker shall promptly deliver to the 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 will 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 for services rendered by Broker in connection with the Listing Agreement except for Owner’s obligation in pay additional compensation to Broker in the event a Cooperating Broker is involved in the sale of the Property in the amount as set forth in this Addendum.

Once a Property is listed in the Multiple Listing 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: \_\_\_\_\_

**Homes By Owner Inc.**

Broker: \_\_\_\_\_ Date: \_\_\_\_\_

