Form 1C Listing Agreement Addendum Rev. 10/22 Page 1 of 2

Seller's Initials

Date

Seller's Initials

Date

## LISTING AGREEMENT ADDENDUM

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, , , , ,	amends the Exclusive Listing Agreement ("Agreement") dated See Service Agreement,
etw	
nd	Seller Seller  MLS4owners.com ("Listing Firm" or "Firm")
	MLS4owners.com ("Listing Firm" or "Firm") erning the property commonly known as
	City of, County of, WA, Zip
n the	terms and conditions in this Listing Agreement Addendum (the "Addendum") are incorporated into the Agreement. The event of any inconsistency between the terms and conditions of this Addendum and those of the Agreement, the sof this Addendum shall supersede and control.
. E	<b>DEFINITIONS.</b> (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" includes a contract to sell; an exchange or contract to exchange; or an option to purchase.
i F S f	Cheets and photographs of the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on NA ("List Date"), which date shall not be more than 30 days from the effective date of the Agreement. Seller acknowledges that exposure of the Property to the open market through MLS will increase the kelihood that Seller will receive fair market value for the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any manner whatsoever, including, but not limited to yard or other signs, yers, websites, e-mails, texts, social media, mailers, magazines, newspapers, open houses, previews, showings, or burs. Seller shall not materially interfere with Listing Firm's marketing of the Property.
C	<b>COMPENSATION.</b> If during the term of the listing ("Listing Term"), Seller sells the Property, and (a) the sale closes; or (b) the sale fails to close due to Seller's breach of the terms of the purchase and sale agreement, Seller shall be ay compensation as follows:
a	Buyer Brokerage Firm Compensation: % of the sales price, or \$
b	Expiration of the Listing Term. If Seller shall, within <u>0</u> days (180 days if not filled in) after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of the Listing Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Buyer Brokerage Firm the above compensation. Provided, that if Seller pays compensation to a member of MLS or a cooperating MLS in conjunction with a sale, the amount of compensation payable to Buyer Brokerage Firm shall be reduced by the amount paid to such other member(s).
e F ii s v b	MULTIPLE LISTING SERVICE. Seller grants to Listing Firm the exclusive right to sell the Property and Seller authorizes Listing Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial astitutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion or a licensed broker who is not a member of a multiple listing service. Firm shall cooperate with all other members of MLS, members of a multiple listing service to which this listing is referred, and any licensed brokers who are not a member of a multiple listing service. MLS is an intended third party beneficiary of this Agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without issuming any responsibility with respect to this Agreement.

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- PROPERTY CONDITION AND INSURANCE. Neither Listing Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for any loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the key to the keybox and/or at open houses, except for damage or injury caused by their gross negligence or willful misconduct. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property 53 without first obtaining their consent violates RCW 9.73.030. 54
- SELLER'S WARRANTIES AND REPRESENTATIONS. Seller warrants that Seller has the right to sell the Property on the terms herein. If Seller provides Firm with any photographs, drawings, or sketches of the Property, Seller warrants that Seller has the necessary rights in the photographs, drawings, or sketches to allow Firm to use them 57 as contemplated by this Agreement. Seller agrees to indemnify, defend, and hold Firm and other members of MLS harmless in the event the foregoing warranties are incorrect. Seller represents, to the best of Seller's knowledge. that the Property information on the Listing Input Sheets (attached to and incorporated into this Agreement herein by this reference) is correct. Seller authorizes Listing Firm to provide the property information in this Agreement and the attached Listing Input Sheets to prospective buyers, to cooperating members of MLS who do not represent 62 Seller and, in some instances, may represent the buyer, and to licensed brokers who are not members of MLS. subject to any restrictions imposed by Seller.
- FAIR HOUSING. Seller acknowledges that fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, families with 66 children status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical 67 disability, or the use of a support or service animal by a person with a disability.
- ATTORNEYS' FEES. In the event there is a claim to enforce any terms of this Agreement involving Seller and Buyer Brokerage Firm and either party employs an attorney and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses: the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.

