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Form 1C Listing Agreement Addendum Rev. 10/22 Page 1 of 2	LISTING AGREEMENT ADDENDUM		©Copyright 2022 Northwest Multiple Listing Service ALL RIGHTS RESERVED		
This amends the Exclusive Listing Agr	eement ("Agreement") dated	Service Agreeme	ent,	1	
between			("Seller")	2	
Seller	Seller			2	
and, MLS4owners.com			("Listing Firm" or "Firm")	3	
concerning the property commonly known as,					
in the City of	, County of	, WA, Z	ïp	5	

The terms and conditions in this Listing Agreement Addendum (the "Addendum") are incorporated into the Agreement. 6 In the event of any inconsistency between the terms and conditions of this Addendum and those of the Agreement, the 7 terms of this Addendum shall supersede and control. 8

- DEFINITIONS. (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" includes a contract to sell; an 9 exchange or contract to exchange; or an option to purchase.
- LIST DATE. Listing Firm shall submit this listing, including the Property information on the attached Listing Input 11
  Sheets and photographs of the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on 12
  ("List Date"), which date shall not be more than 30 days from the effective date of the 13
  Agreement. Seller acknowledges that exposure of the Property to the open market through MLS will increase the 14
  likelihood that Seller will receive fair market value for the Property. Accordingly, prior to the List Date, Firm and Seller 15
  shall not promote or advertise the Property in any manner whatsoever, including, but not limited to yard or other signs, 16
  flyers, websites, e-mails, texts, social media, mailers, magazines, newspapers, open houses, previews, showings, or 17
  tours. Seller shall not materially interfere with Listing Firm's marketing of the Property.
- COMPENSATION. If during the term of the listing ("Listing Term"), Seller sells the Property, and (a) the sale closes; 19 or (b) the sale fails to close due to Seller's breach of the terms of the purchase and sale agreement, Seller shall 20 pay compensation as follows: 21
  - a. <u>Buyer Brokerage Firm Compensation</u>: \_\_\_\_\_% of the sales price, or \$ \_\_\_\_\_\_ to a cooperating 22 member of MLS representing the buyer ("Buyer Brokerage Firm") ("Buyer Brokerage Firm Compensation"), 23 which includes a broker affiliated with Listing Firm who represents the buyer. This offer to pay Buyer Brokerage 24 Firm Compensation may not be withdrawn or reduced with respect to a buyer after that buyer or the Buyer 25 Brokerage Firm has notified the Listing Firm or Seller of that buyer's intent to submit an offer (and for three 26 calendar days thereafter) and shall be paid as set forth above, unless modified by the buyer and Buyer 27 Brokerage Firm in a mutually accepted purchase and sale agreement. Buyer Brokerage Firm is an intended 28 third party beneficiary of this Agreement.
  - b. Expiration of the Listing Term. If Seller shall, within <u>5</u> days (180 days if not filled in) after the expiration of 30 the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising 31 or other action of the Listing Firm, or on information secured directly or indirectly from or through Firm, during 32 the Listing Term, Seller will pay Buyer Brokerage Firm the above compensation. Provided, that if Seller pays 33 compensation to a member of MLS or a cooperating MLS in conjunction with a sale, the amount of 34 compensation payable to Buyer Brokerage Firm shall be reduced by the amount paid to such other member(s). 35
- 4. MULTIPLE LISTING SERVICE. Seller grants to Listing Firm the exclusive right to sell the Property and Seller 36 authorizes Listing Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates 37 and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. 38 Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial 39 institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing 40 service at Firm's discretion or a licensed broker who is not a member of a multiple listing service. Firm shall cooperate 41 with all other members of MLS, members of a multiple listing service to which this listing is referred, and any licensed 42 brokers who are not a member of a multiple listing service. MLS is an intended third party beneficiary of this Agreement 43 and will provide the Listing Data to its members and their affiliates and third parties, without verification and without 44 assuming any responsibility with respect to this Agreement.

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## LISTING AGREEMENT ADDENDUM

- PROPERTY CONDITION AND INSURANCE. Neither Listing Firm, MLS, nor any members of MLS or of any 46 5. multiple listing service to which this listing is referred shall be responsible for any loss, theft, or damage of any 47 nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the 48 condition of the Property, including entry by the key to the keybox and/or at open houses, except for damage or 49 injury caused by their gross negligence or willful misconduct. Seller is advised to notify Seller's insurance company 50 that the Property is listed for sale and ascertain that Seller has adequate insurance coverage. If the Property is to 51 be vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to Seller's 52 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 55 6 on the terms herein. If Seller provides Firm with any photographs, drawings, or sketches of the Property, Seller 56 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 58 harmless in the event the foregoing warranties are incorrect. Seller represents, to the best of Seller's knowledge, 59 that the Property information on the Listing Input Sheets (attached to and incorporated into this Agreement herein 60 by this reference) is correct. Seller authorizes Listing Firm to provide the property information in this Agreement and 61 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, 63 subject to any restrictions imposed by Seller. 64
- FAIR HOUSING. Seller acknowledges that fair housing laws prohibit discrimination based on sex, marital status, 65 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 <sup>69</sup> Buyer Brokerage Firm and either party employs an attorney and is successful, the other party agrees to pay <sup>70</sup> reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees <sup>71</sup> and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit <sup>72</sup> shall be the county in which the Property is located.

		MLS4owners.com		74
Seller's Signature	Date	Listing Firm		-
				_ 75
Seller's Signature	Date	Brokepter Signtanie 0	Date	- 10