

# AMENDMENT TO REAL ESTATE LISTING AGREEMENT



This amendment ("**Amendment**") supplements and amends the real estate listing agreement ("**Listing Agreement**") dated 2/29/24 between the undersigned seller ("**Seller**"), and the undersigned brokerage firm ("**Broker**"), for the property known as 34 Secession Drive (the "**Property**").

This Amendment is needed because of recent changes in the real estate industry that affect multiple listing service (MLS) rules and how compensation to a buyer's real estate broker (a "**Buyer's Broker**") can be offered. Except as otherwise expressly provided in this Amendment, the terms and conditions in the Listing Agreement shall remain in full force and effect, and continue uninterrupted. These updated changes shall become effective on 9/04/24 (the "**Effective Date**").

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**Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between Seller and Broker. Broker (eXp) does not share Listing Broker Compensation with a Buyer's Broker.**

1. **LISTING BROKER COMPENSATION.** Broker will earn compensation ("**Listing Broker Compensation**") when a sale of the Property has been completed, regardless of who has found the buyer ("**Buyer**"). Listing Broker Compensation shall be paid by Seller, in U.S. funds, at the time of, and as a condition of, sale completion. This Agreement shall serve as escrow instructions. Listing Broker Compensation is (*check only one*):

- ☐ Exactly \$ \_\_\_\_\_; or  
☒ 6.5 % of the gross purchase price of the Property, as reflected on the final settlement statement; or  
☐ Other: \_\_\_\_\_

**Unrepresented Buyer.** If a buyer ("**Buyer**") is not represented by a Buyer's Broker, then Broker (eXp) assumes additional liability and paperwork responsibilities. In this scenario, Broker (eXp) will not represent Buyer, but will facilitate the completion of necessary forms and ensure fair treatment of all parties. In this situation, the Listing Broker Compensation shall be exactly \$ \_\_\_\_\_; or 3.5 % of the gross purchase price of the Property, as reflected on the final settlement statement.

2. **NO OFFER OF COMPENSATION TO A BUYER'S BROKER.** If the Listing Agreement provides for Broker (eXp) to make an offer of compensation to a Buyer's Broker, then that provision is now deleted. Broker (eXp) will not make an offer of compensation to a Buyer's Broker.

**Notice: Seller Concessions are not required or fixed by law. The amount of any Seller Concession is fully negotiable.**

3. **SELLER CONCESSIONS.** Buyer may request a concession from Seller ("**Seller Concession**") in the form of a credit, to be given to Buyer at close of escrow. This Seller Concession may be used to reduce Buyer's loan costs, title and escrow fees, Buyer's Broker's fee, Property repair costs, and/or any other allowable Buyer costs and fees. The final amount of the Seller Concession must be determined in writing, whether in the purchase contract or in other applicable documentation. All Seller Concessions are negotiable.

4. **ADDITIONAL CHANGES.** (*Check all that apply*)

- ☐ Listing Price is changed to \$ \_\_\_\_\_.
- ☐ Term of Listing Agreement shall be extended to, and automatically end on \_\_\_\_\_ (at 11:59 p.m., in the Property's time-zone), or upon the closing or termination of any then-pending transaction involving the Property, whichever is later.

☐ Other changes to the Listing Agreement are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **ELECTRONIC SIGNATURES.** This Amendment may be signed by electronic means, and any electronic signing on this Amendment shall have the same force and effect as if signed by original signature. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

BY SIGNING BELOW, Seller and Broker agree to the terms set forth in this Amendment.

**Seller 1:** \_\_\_\_\_  
(Signature) (Typed/Print Name) (Date)  
\_\_\_\_\_  
(Telephone) (E-mail)

**Seller 2:** \_\_\_\_\_  
(Signature) (Typed/Print Name) (Date)  
\_\_\_\_\_  
(Telephone) (E-mail)

**Seller 3:** \_\_\_\_\_  
(Signature) (Typed/Print Name) (Date)  
\_\_\_\_\_  
(Telephone) (E-mail)

**Seller 4:** \_\_\_\_\_  
(Signature) (Typed/Print Name) (Date)  
\_\_\_\_\_  
(Telephone) (E-mail)

**Broker:** \_\_\_\_\_  
(Firm Name) (Broker/Agent's Signature) (Broker/Agent's Typed/Printed Name) (Date)  
\_\_\_\_\_  
(Broker/Agent's Telephone) (Broker/Agent's E-mail) (Broker License No.) (Agent's License No.)

**(Colorado Only)** This form has not been approved by the Colorado Real Estate Commission and is not for use in Colorado.

**(Wisconsin Only)** This form has been drafted by Broker.