

Amendment to Listing Agreement

_____ (“Owner” or “Seller”) and _____
 (“Broker”) of _____ brokerage
 agree to modify (select one): ☐ Exclusive Right of Sale Listing Agreement, ☐ Exclusive Brokerage
 Listing Agreement, or ☐ Exclusive Right to Lease Listing Agreement, concerning the following
 Property: _____

By using this form, the parties agree to include the following clause in all Listing Agreements, if not
 already present:

Brokerage commissions are not fixed by law and may be fully negotiated.

(Select all that apply)

☐ The Agreement will terminate on _____.

☐ The price and terms will be _____.

☐ Broker's compensation will be:

(a) **% of the total purchase price plus \$ _____ OR \$ _____;**

(b) **_% of the lease value; % of the first month's rent; OR \$.**

☐ Seller agrees to pay compensation to a buyer's broker as follows:

(a) **% of the purchase price OR \$, paid by Broker.**

(b) **% of the purchase price OR \$, paid by Seller.**

(c) ☐ Check if the Seller does not authorize payment to a buyer's broker.

Brokerage commissions are negotiable and not determined by law.

☐ Tenant's/consumer's broker will be compensated: _____% of the lease value; _____% of the
 first month's rent; or \$ _____.

☐ Broker is entitled to compensation if the Property transfers ownership within _____ days after the
 termination date.

☐ If the Listing Agreement was executed prior to March 31, 2024, the following applies: The recent
 settlement prohibits requiring offers of compensation to buyer/consumer brokers or their
 representatives as a condition of MLS participation. Therefore, any provision requiring compensation in
 order to list the Property on an MLS is removed.

☐ Broker's fee if Owner/Seller retains the deposit will be _____% of the deposit.

☐ Broker's leasing fee will be \$ _____.

☐ Broker's cancellation fee will be \$ _____.

☐ The parties agree to a conditional termination of the Agreement. Consumer will pay the agreed
 cancellation fee, and the Agreement will terminate on _____.

☐ Broker and Owner/Seller mutually agree to fully terminate the Agreement. Owner/Seller will
 reimburse Broker for all direct marketing expenses. Both parties release each other from all obligations,
 claims, or demands related to the Agreement.

☐ Other: _____

This Amendment to the Listing Agreement modifies the referenced Agreement between the Owner/Seller and the Broker. All other terms of the Agreement that do not conflict with this modification shall remain valid and enforceable.

Owner/Seller: _____ Date: _____

Owner/Seller: _____ Date: _____

Broker or Authorized Sales Associate: _____ Date: _____

A copy was provided to the Owner/Seller on _____ by ☐ email ☐ text attachment
☐ mail ☐ personal delivery.