

SHORT SALE ADDENDUM HOLD HARMLESS AGREEMENT

Century 21 HomeStar
BROKERAGE

LISTING AGENT

The undersigned party or parties (Seller) understand that the listing agent (Agent) will not provide Sellers with legal or tax advice. The Sellers therefore agree to seek independent Counsel pertaining to sale of their home, land, and real property in the matters of state and federal taxes and legal implications. The undersigned Sellers shall contact an appropriate real estate attorney and or certified public accountant to obtain qualified counsel relating to implications of and questions about selling the below mentioned real property. The Sellers further acknowledges that the Sellers have been given the opportunity and were advised to discuss this transaction with the Sellers' private legal counsel and public accountant, and the Sellers have utilized that opportunity to the extent desired.

Property Address

City

State

Zip

The undersigned further agree that there have been no guarantees or promises of sale made to them by the Agent or brokerage above. It has been explained to the Sellers, and they agree to as much below, that in a changing real estate market brokers and agents can make no warranties whatsoever implied or otherwise as to time to sale, sale price, and probability of sale of any property. Because Agent does not and cannot make any guarantees, Sellers agree that any prior statements made by the Agent to the contrary are hereby waived and shall have no effect whatsoever in connection with the services to be offered by Agent. Moreover, any information that the Agent has presented to the Sellers is to assist the Sellers in making an educated decision in the sale of their home but in no way should be taken to preclude the Sellers from seeking professional legal as well as tax advice. It is expressly suggested that the Sellers obtain independent counsel.

In consideration of the mutual considerations between the parties and the services provided by the Agent and brokerage to Sellers, the Sellers hereby agree to hold Agent and the brokerage above harmless and keep them exonerated from all loss, damage, liability, or expense occasioned by the services intended to be provided by the Agent and the brokerage or claimed by reasons of acts or neglects of third parties, including property inspectors, visitors, or third party independent contractors. Likewise, Sellers agree that they shall save, defend, indemnify and hold harmless Agent and the brokerage above from any and all claims, demands, liabilities, actions, proceedings, judgment, fines or other expenses including without limitation, reasonable attorneys' fee, incurred by them arising from or related to any claim of alleged errors and omissions caused by or related to the acts of the Sellers, their agents, servants, principals and/or employees. Sellers agree that if they take any action against the Agent or the brokerage, contrary to this agreement to indemnify and hold harmless, the Sellers shall reimburse the Agent and/or brokerage for any attorney's fees or costs of any kind or nature which may be incurred by the Agent and/or brokerage to enforce the provisions of this agreement.

IN SIGNING THIS RELEASE, I (we) ACKNOWLEDGE AND REPESENT THAT I (we) have read the forgoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my (our) own free act and deed; I am entering into the property sale transaction having been provided with ample opportunity to consider all sale alternatives, and I have in fact considered alternatives to this sale, and I have chosen to enter this sale transaction voluntarily, with no inducement or pressure whatsoever by Agent or the brokerage; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I (we) am at least eighteen (18) years of age and fully competent; and I (we) execute the Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITHINESS HEREOF, I (we) have hereunto set my hand and seal on this day

Seller's Signature

Date

Seller's Signature

Date

Print Seller's Name

Print Seller's Name