

## AMENDMENT TO EXCLUSIVE RIGHT TO SELL AGREEMENT



This amendment shall be a supplement that amends the Exclusive Right to Sell (“Listing Agreement”) dated \_\_\_\_\_ between the undersigned Seller, and the undersigned brokerage firm (“Broker”), for the property located at \_\_\_\_\_.

This Amendment is being provided 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 be in effect on August 12th, 2024.

**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.**

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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. Listing Broker Compensation shall be paid by Seller, in U.S. funds, at the time of, and as a condition of, sale completion. The Agreement shall serve as escrow instructions. Listing Broker Compensation is (check only one):
    - a. Exactly \$ \_\_\_\_\_; or
    - b. \_\_\_\_\_% of the gross purchase price of the Property, as reflected on the final settlement statement; or
    - c. Other: \_\_\_\_\_
  2. **UNREPRESENTED BUYER:** If a Buyer is not represented by a Buyer’s Broker, then Broker Century 21 HomeStar assumes additional liability and paperwork responsibilities. In this scenario, Broker (Century 21 HomeStar) 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 \_\_\_\_\_% of the gross purchase price of the Property, as reflected on the final settlement statement.

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

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3. **SELLER CONCESSIONS:** Buyer may request concessions from Seller in the form of a credit, to be given to Buyer at close of escrow. This 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 concessions must be determined in writing, whether in the purchase contract or in other applicable documentation. All Seller concessions are negotiable.

