



EXCLUSIVE AGENCY SUPPLEMENTAL AGREEMENT

THIS AGREEMENT supplements and is part of the attached Listing Agreement (the Agreement between \_\_\_\_\_ (SELLER) and \_\_\_\_\_ (REALTOR®))

dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, relating to the following described real estate \_\_\_\_\_

The purpose, effect and scope of this amendment to the above described listing agreement is to limit the terms of the agreement to the extent that the agreements shall have the effect of appointing the REALTOR® as the Seller's exclusive Broker to sell the property during the term of the agreement in lieu of granting to the REALTOR® exclusive right to sell the property. Therefore, by virtue of the execution of this amendment to the listing agreement:

- (1) Each instance in which the term "exclusive right to sell" appears in the listing agreement, it shall be deemed, interpreted and construed as "exclusive agency."
(2) Seller shall not offer the Property for sale at a price lower than the stated listing price.
(3) In the event that Seller and REALTOR® become involved in a dispute over procurement of a purchaser for the property, then the prevailing party in such dispute shall be entitled to recover from the other the full cost of any actions at law, equity or in arbitration incurred by such prevailing party, including a reasonable attorney's fee. Further, if REALTOR® shall become involved in any dispute over procurement of a purchaser with another Broker caused by Seller's failure to advise REALTOR® of prospects contacted by Seller, the Seller shall reimburse REALTOR® for all costs of any actions at law, equity or in arbitration incurred by REALTOR®, including judgment or award if applicable and reasonable attorney fees.
(4) The following persons are claimed as reserved prospective purchasers for the subject property by the Seller:

Seller shall notify REALTOR® in writing within \_\_\_\_\_ hours the name of any persons to whom Seller shows the property, and whom Seller claims to be reserved. Seller shall also notify REALTOR® within \_\_\_\_\_ hours after Seller's acceptance of any offer of sale, lease or exchange and indicate the identity of the buyer, price and terms.

- (5) Paragraphs 2(a), 2(b), 2(c) and 2(d) of the attached listing agreement shall be stricken from the agreement and shall be totally replaced with the following:
(a) The sale or exchange of the Property during the term of this agreement to a buyer procured by anyone other than the Seller.
(b) The sale or exchange of the Property within \_\_\_\_\_ days after the termination of this agreement, if with anyone who was not reserved by the Seller, and to whom REALTOR® or cooperating Broker has shown the Property, or whom REALTOR® has negotiated concerning the Property prior to the termination of this agreement; provided that this clause shall not apply if Seller re-lists the Property at the termination of this agreement with another licensed Real Estate Broker.
(c) If REALTOR® procures a buyer during the term of this agreement who is ready, willing and able to purchase the Property at the price and on the terms set forth herein or at such other price and terms as shall be acceptable to Seller unless Seller has previously executed a written contract for the sale of the Property to a buyer procured by Seller without assistance of the listing REALTOR® or any cooperating Broker.
(d) If any prospective purchaser with whom the REALTOR® has shown the property, or with whom the REALTOR® has negotiated regarding the property, rents or leases the property during the term of this agreement and subsequently purchases the property within \_\_\_\_\_ days after the termination of this agreement.

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ \_\_\_\_\_ SELLER-OWNER

\_\_\_\_\_ REALTOR® NUMBER \_\_\_\_\_ SELLER-OWNER