

Amendment to the Listing and Marketing Agreement

(This is a legally binding contract; if not understood, seek competent advice before signing)

This Amendment is made on _____, to the Residential Listing and Marketing Agreement dated _____ (“Listing Agreement”) between _____ (“SELLER”) and _____ (“Broker”), wherein **SELLER** appointed Broker as its sole and exclusive listing agent for property as described as _____ (“Property”).

The purpose of this Amendment is to modify certain provisions of the Listing Agreement, as specified below. Except for those terms expressly modified herein, this Amendment shall not alter, modify, or change the Listing Agreement in any other terms. **SELLER** acknowledges that as of August 15th, 2024, offers of cooperative compensation between brokers are no longer permitted on the Multiple Listing Service. Offers of compensation continue to be an option consumers can pursue off-MLS through negotiation and consultation with real estate professionals.

SELLER acknowledges that Broker Compensation (i.e. fees, commissions, bonuses) are fully negotiable and are not fixed, controlled, recommended, or suggested by law or any multiple listing service or association of REALTORS®.

Choose one of the following:

SELLER agrees to continue to offer and pay the Broker the same commission already agreed upon in the Listing Agreement and authorizes Broker to make the same offers of cooperative compensation OFF the MLS.

SELLER agrees to modify the compensation section in the Listing Agreement. **If SELLER elects this option, the SELLER must fill out the below portion of the Amendment:**

A. A Listing Broker:

___ Seller agrees to pay LISTING BROKER a compensation of \$ _____ or _____ % of gross selling price

B. Dual Agency:

___ Seller agrees to pay LISTING BROKER a compensation of \$ _____ or _____ % of gross selling price in addition to LISTING BROKER Compensation outlined in “A” above.

C. Unrepresented Buyer:

___ Seller agrees to pay LISTING BROKER a compensation of \$ _____ or _____ % of gross selling price in addition to LISTING BROKER Compensation outlined in “A” above.

D. Buyer’s Broker: In addition to the LISTING broker compensation outlined in “A” above:

___ Seller will contribute up to \$ _____ or _____ % of gross selling price for a “Buyer Agent Payment” (BAP) at act of Sale.

___ Seller does not currently make any offer to pay a “BAP.”

___ Seller is willing to negotiate BAP on the Agreement to Buy or Sell.

Regardless of the options selected above, the terms of the Agreement to Buy or Sell will ultimately control any SELLER obligation to pay “Buyer Agent Payment” (BAP) at the Act of Sale.

This AMENDMENT TO THE LISTING AND MARKETING AGREEMENT is amended by the undersigned Broker, Designated Agent, and **SELLER** effective as of the date of the last signature set forth below.

Seller _____ Date/Time _____

Seller _____ Date/Time _____

Listing Broker _____ Date/Time _____

Designated Agent _____ Date/Time _____