

**ADDENDUM NO. \_\_\_\_\_**  
**TO**  
**EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE**

**THIS IS AN ADDENDUM** to that EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE (the "Listing Agreement") entered into on \_\_\_\_\_, between \_\_\_\_\_, (the "Seller"), and \_\_\_\_\_ (the "Company"), regarding the Property located at: \_\_\_\_\_ (the "Property").

The following language will replace and supersede the existing language of Section 2 of the Listing Agreement, and to the extent these terms modify or conflict with any provisions of the Listing Agreement, or Data Form, these terms shall control:

**2. BROKERAGE COMPENSATION.**

**2.1 Seller's Brokerage Fee.** If, during the Listing Period, the Company, the Seller's Agent, the Seller, another real estate agent, or anyone else locates a party who is ready, willing and able to buy, lease or exchange (collectively "acquire") the Property, or any part thereof, at the listing price and terms stated on the Data Form, or any other price and terms to which the Seller may agree in writing, the Seller has negotiated with and agrees to pay to the Company a brokerage fee in the amount of \$ \_\_\_\_\_ and \_\_\_\_\_% of such gross acquisition price (the "Brokerage Fee").

The Brokerage Fee, unless otherwise agreed in writing by the Seller and the Company, shall be due and payable from the Seller's proceeds on: (a) If a purchase, the date of recording of the closing documents for the acquisition of the Property ("Closing"); (b) If a lease, the effective date of the lease; and (c) if an option, the date consideration for the option agreement is paid. If within the Listing Period, or any extension of the Listing Period, the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the written consent of the Company; or if the sale is prevented by default of the Seller, the Brokerage Fee shall be immediately due and payable to the Company.

**2.2 Authorization to Offer Compensation to Buyer's Brokerage.** The Company is authorized to advertise or otherwise communicate that the Seller and/or the Company is offering to pay compensation to a buyer's brokerage in an amount up to [ ] \$ \_\_\_\_\_ or [ ] \_\_\_\_\_% of the gross acquisition price. BROKERAGE FEES ARE FULLY NEGOTIABLE AND ARE NOT SET BY LAW, ANY BOARD OR ASSOCIATION OF REALTORS®, MULTIPLE LISTING SERVICE (the "MLS"), OR IN ANY MANNER OTHER THAN BETWEEN THE COMPANY AND SELLER.

**2.3 Compensation Agreement Between the Company and Buyer's Brokerage.** In the event the Company agrees in a written compensation agreement to pay a buyer's brokerage, the Seller agrees that the payment amount will be added to the Brokerage Fee referenced in Section 2.1. The Company may not agree to a written compensation agreement that exceeds the authorized amount in Section 2.2.

**ALL OTHER TERMS** of the Listing Agreement not modified by this ADDENDUM shall remain the same.

\_\_\_\_\_  
(Seller's Signature) (Date) (Seller's Signature) (Date)

ACCEPTED by the Company

by: \_\_\_\_\_  
(Signature of Authorized Seller's Agent or Broker) (Date)

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