UTAH ASSOCIATION OF REALTORS®

REALTOR®

EQUAL HOUSING OPPORTUNITY

ADDENDUM
TO
EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE
(Residential Lease)

THIS IS AN ADDENDUM to that EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE (Residential Lease) (the "Listing Agreement") is entered into on the _____ day of _____, between _____(the "Seller"), and _____(the "Company"), including _____(the "Agent") regarding the Property located at: _____ (the "Property"). The following terms are hereby incorporated as part of the Listing Agreement, and to the extent these terms modify or conflict with any provisions of the Listing Agreement, these terms shall control.

1. Lease Agreement. In reference to Section 2 of the Listing Agreement the Seller has expressed to the Company, the Seller's willingness to rent or lease the Property under terms that are mutually acceptable to the Seller and a prospective tenant (the "Tenant"). Accordingly, if during the Listing Period, or any extension of the Listing Period, the Seller enters into a lease or rental agreement for the Property ("Lease Agreement") on terms that are mutually acceptable to the Seller and to the Tenant, the Seller agrees to pay to the Company a real estate brokerage fee (the "Brokerage Fee") as follows:

[ ] The Brokerage Fee shall equal _____% of the gross rental payments due to the Seller during the initial term of the Lease Agreement;

[ ] $_____.

[ ] Other (explain):_____.

The Brokerage Fee shall be due to the Company upon the Tenant paying to the Seller the initial payments that are due from the Tenant to the Seller prior to the Tenant taking possession of the Property.

2. Obligations of the Company. Regardless of which box is checked in Section 1 above, the Seller acknowledges and agrees as follows: (a) this Agreement only requires the Company and the Agent to assist the Seller and the Tenant in entering into a Lease Agreement; (b) neither the Agent nor the Company shall have any obligations to manage the Property, to collect rents, or to engage in any other professional activities on behalf of the Property, the Seller, or the Tenant; (c) upon the Seller and the Tenant entering into a Lease Agreement, and upon the Company's receipt of the Brokerage Fee, the obligations of the Company and the Agent under this Agreement shall cease; (d) neither the Agent nor the Company make any representations regarding the Tenant's financial strength; (e) neither the Agent nor the Company shall be responsible for any default by the Tenant under the terms of the Lease Agreement.

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

_____ _____

Seller Signature Date Seller Signature Date

ACCEPTED by the Company

by_____

(Authorized Agent or Broker) Date

This form is COPYRIGHTED by the UTAH ASSOCIATION OF REALTORS® for use solely by its members. Any unauthorized use, modification, copying or distribution without written consent is prohibited. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE, YOU ARE ADVISED TO CONSULT AN ATTORNEY OR TAX ADVISOR.

©Copyright Utah Association of Realtors®- 4.5.16 All Rights Reserved

Created by Teressa Copeland with SkySlope® Forms