



NAMED EXCLUSIONS ADDENDUM TO LISTING

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ADDENDUM TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

A. Definitions:

(1) "Owner" means the seller or landlord of the above-referenced Property.

(2) "Named Exclusion" means the following persons: _____

B. Contract with a Named Exclusion:

(1) If Owner enters into a contract to sell or lease the Property to a Named Exclusion not later than _____ days after the above-referenced Listing begins, Owner will not be obligated to pay the fees due Broker under Paragraph 5A or 5B of the Listing if the sale closes or the lease begins, but Owner will pay Broker, at the time the sale closes or the lease begins, a fee equal to *(check all that apply)*:

- (a) _____% of the sales price if Owner sells the Property.
- (b) _____% of the gross rent over the term of the lease if Owner leases the Property.
- (c) _____

(2) If Owner enters into a contract for the sale or lease of the Property with a Named Exclusion after the time specified in Paragraph B(1), then the prospective buyer will cease to be a Named Exclusion, this addendum will not apply, and Owner will pay Broker the fees under Paragraph 5A or 5B of the Listing.

(3) If a Named Exclusion, directly or through any other broker, presents to Broker an offer to purchase or lease the property, then the prospective buyer or tenant will cease to be a Named Exclusion, this addendum will not apply, and Owner will pay Broker the fees under Paragraph 5A or 5B of the Listing. *(Note: After signing this agreement, Owner should promptly advise any Named Exclusion to present any offers directly to Owner during the period under Paragraph B(1)).*

C. Offers from Named Exclusions: Owner will immediately notify Broker of: (1) Owner's receipt of an offer from a Named Exclusion; (2) Owner's acceptance of an offer from a Named Exclusion by providing Broker a copy of the contract or lease; (3) the closing of a contract or lease with a Named Exclusion; and (4) any termination of any such contract that does not close or a lease that does not commence.

D. Effect on Listing upon Sale or Lease to a Named Exclusion: If Owner enters into a contract to sell or lease the Property to a Named Exclusion within the time specified in Paragraph B(1), Broker will have no obligation to provide further services to Owner related to the sale or lease of the Property to a Named Exclusion and Broker may: (1) terminate the Listing by providing written notice to Owner; or (2) continue to list and market the Property through the date the Listing ends for back-up offers.

Broker's Printed Name License No.

Owner's Printed Name

Broker's (or Broker's Associate's) Signature Date

Owner's Signature Date

Broker's Associate's Printed Name, if applicable License No.

Owner's Printed Name

Owner's Signature Date