

**ADDENDUM TO NORTH CAROLINA EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & FLAT FEE LISTING AGREEMENT TO MARKET PROPERTY IN THE CAROLINA MULTIPLE LISTING SERVICE(CMLS) THROUGH REALTY DYNAMICS, INC.**

This agreement is made on \_\_\_\_\_ between REALTY DYNAMICS, INC. (the BROKER) and \_\_\_\_\_ (the SELLER).

1. PROPERTY: The SELLER represents that the SELLER is the legal titleholder to the PROPERTY commonly known as \_\_\_\_\_, in the CITY/TOWN of \_\_\_\_\_ and STATE of \_\_\_\_\_ and has the right to sell the property. SELLER agrees to offer for sale through the services provided by BROKER, the PROPERTY, fixtures, and all improvements thereon.
2. SELLING PRICE: The PROPERTY and all improvements are offered for sale at a selling price of \$ \_\_\_\_\_. SELLER is solely responsible for determining the appropriate selling price of the PROPERTY.
3. TERM:  
The term of the Agreement shall start on \_\_\_\_\_ and end on \_\_\_\_\_. A sold and recorded PROPERTY transaction will end this agreement sooner. If the sale and purchase occur after the expiration of this agreement, then this agreement shall survive the closing and shall continue to be applicable to the transaction.
4. SELLER OBLIGATIONS, MLS INFORMATION, AND VERIFICATION OF DATA:
  - (A) SELLER represents and warrants to BROKER that the information provided in the profile form submitted to Broker by SELLER is true and accurate to the best of the SELLERS ability. SELLER understands that BROKER does not conduct any investigation of the PROPERTY to verify the information provided by Seller and is not responsible for the accuracy of the information.
  - (B) BROKER shall input the above referenced information with CMLS(Carolina Multiple Listing Service). SELLERS agree to verify that the information submitted to the CMLS is correct and SELLERS agree to sign a verification form sent by BROKER to SELLER within 48 hours of receipt. In the event the BROKER does not receive the signed form within said time, BROKER may remove the listing from CMLS until the form is received.
  - (C) SELLER agrees to make the PROPERTY available to CMLS members at all reasonable hours for showing to prospective buyers during the term of the agreement.
  - (D) SELLER understands and accepts that BROKER is not agreeing to find or obtain a buyer for the purchase of the SELLER'S PROPERTY and that the only service provided by it are those listed herein.
  - (E) SELLER shall agree to timely reporting of the sale of the PROPERTY as required by CMLS. SELLER agrees to forward a copy of the real estate sales contract to BROKER within 24 hours after SELLER and BUYER sign the contract.
  - (F) SELLER may amend the list price at any time by submitting changes to BROKER in writing(including notification by fax or email). After BROKER has been authorized to change the list price, it will be done with CMLS.
  - (G) SELLER shall permit BROKER to provide SELLER'S address, email, and phone number in CMLS and affiliated web sites where permitted.

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(H) SELLER may do any supplemental advertising of the PROPERTY buy any such advertising shall not contain the BROKER'S name, telephone or fax number, email, or any other information about the BROKER. The PROPERTY shall not be advertised at a price different from what appears in the CMLS listing.

(I) The SELLER will be the contact person for any cooperating broker interested in the PROPERTY.

(J) In order to facilitate the sale of the PROPERTY, the SELLER grants to BROKER a non-exclusive, royalty-free license to use, sublicense, publish, display, and reproduce any photographs, images, graphics, video recordings, virtual tours, drawings, diagrams, written descriptions, remarks, narratives, pricing information, and other copyrightable elements of or relating to the PROPERTY provided by Seller to Broker, and to prepare derivative works of the SELLER listing content, and to reproduce, submit to CMLS, distribute, and publicly display the SELLER listing content or any derivative works thereof. SELLER represents and warrants to BROKER that the SELLER listing content, and the license granted to the BROKER for the SELLER listing content, do not violate or infringe upon the rights, including any copyright rights, or any person or entity.

(K) SELLER may authorize the use of a lockbox, and accepts any and all responsibility for any damage, loss, or injury arising from the use of the lockbox. The SELLER understands that by providing the SELLER with a lockbox, the BROKER shall not be considered the custodian of or responsible for said PROPERTY, lockbox, authorized or unauthorized use of said lockbox, or items placed therein.

(M) Custom yard signs to comply with deed restrictions or HOA restrictions are solely the responsibility of the Seller to purchase and will become the property of Realty Dynamics, Inc. upon either the termination of the listing agreement or the settlement of the Property.

5. SELLER AGREES TO INDEMNIFY, DEFEND, AND HOLD BROKER HARMLESS FROM:

(A) any violation of any ordinance, regulation, statute or law regarding Sellers disclosure obligations;

(B) any violations of any federal, state, or local law concerning fair housing;

(C) any claims, demands, suits, damages, liability, losses, costs or expenses including attorneys fees arising out of any seller misrepresentation, negligence, non-disclosure, concealment, non-performance of any purchase or sale agreement, the use of a lock box, or payment of any commissions by the SELLER in connection with the sale of the property including, without limitation, the inaccuracy or incompleteness of any information provided by the SELLER for listing in CMLS. This clause will survive BROKERS performance and the transfer of title.

(D) any complaints made by a buyer before or after possession of the PROPERTY with respect to any defects in the PROPERTY.

5. FLAT FEE: SELLER agrees to pay at the time of entering into this agreement a marketing fee of \$250 for the term that this agreement is in effect and BROKER shall not be entitled to any other listing commission as a result of the sale of SELLER'S PROPERTY. This agreement does not become effective until flat fee is paid to BROKER and all items in SECTION 8 below are received by BROKER. SELLER may cancel this agreement at any time before the end of the term with 24 hour written notice to BROKER. BROKERS flat fee is non-refundable and for the fee SELLER receives all items listed in SECTION 8. BROKER earns fee at the time the agreement comes into effect.

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7. FOR A MARKETING FEE OF \$250, REALTY DYNAMICS, INC. WILL PROVIDE SELLER:
  - (A) Insertion in CMLS covering multiple counties in southern/western North Carolina and northern South Carolina.
  - (B) Comparative Market Analysis emailed to the seller upon request.
  - (C) Syndication of your home listing to 100's of online websites at the sole discretion of BROKER.
  - (D) Up to 36, owner supplied, digital photos published in CMLS.
  - (E) Initial phone consultation with the BROKER
  - (F) Unlimited price and text editing of the listing via email.
  - (G) Contracts and forms necessary to complete the sales transaction (if needed).
  - (H) Electronic Lockbox placed on the PROPERTY to allow CMLS members approved access.
  - (I) Appointment scheduling AND Showing Feedback through Showing Time.
  - (J) Yard FOR SALE sign from Realty Dynamic, Inc.
  - (K) Written offers reviewed. (not negotiated but opinion).
8. AGREEMENT DOES NOT BECOME EFFECTIVE UNTIL SELLER PROVIDES BROKER ALL OF THE FOLLOWING:
  - (A) Signed Flat Fee Listing Agreement
  - (B) Payment of the non-refundable \$250 Flat Fee.
  - (c) Supply BROKER at least 12 digital photographs of the home via email.
  - (D) Provide BROKER a professional measurement of the home showing square footage of heated and unheated areas and sign document attesting to measurements accuracy.
  - (E) Provide a signed copy of the North Carolina Residential Property Disclosure and North Carolina Mineral Rights Disclosure, and if applicable, the Lead Based Paint Disclosure. If South Carolina, provide signed copy of the applicable Seller disclosures.
9. SELLERS ACKNOWLEDGEMENT OF BROKERS LIMITED DUTIES:

BROKER agrees to enter the information provided by SELLER with the local CMLS, and all affiliated websites during the term provided herein. This agreement limits the performance requirements of BROKER as set forth herein. BROKER is not representing the SELLER as a full service real estate agency but rather has limited obligations to SELLER. SELLER acknowledges that BROKER is not acting as a SELLER'S agent, instead BROKER is only providing a service to assist SELLER in entering property in the CMLS. BROKER has no obligation to prepare or negotiate on SELLER'S behalf, a real estate contract for the sale of the PROPERTY. SELLER acknowledges that selling the PROPERTY may be complicated and may require professional legal assistance. SELLER agrees to obtain legal assistance, as SELLER deems necessary. BROKER recommends attorney approvals with any offer the SELLER accepts. No other agreement, expressed or implied, shall be held to impose any greater relationship than set forth herein. SELLER waives any claim or cause of action they may have against BROKER, and employees arising as a result of any act or omission of BROKER. SELLER accepts the responsibility to comply with all ordinances, regulations, and statutes pertaining to SELLER'S offer for sale and sale of the PROPERTY. SELLER agrees that the limit of BROKERS liability to SELLER under this agreement or related to BROKER'S performance of services requested by SELLER is limited strictly to the flat fee paid to BROKER by SELLER and no more. BROKER has no responsibility or custody of the PROPERTY including management, maintenance, or repair.

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10. SELLERS OBLIGATION TO COMPENSATE A BUYER'S BROKER:

(A) SELLER agrees that in the event a licensed real estate broker is involved in presenting and procuring a Buyer to purchase the PROPERTY, SELLER shall pay to said Buyer's Broker 2.5% of the sales price at closing directly through BUYERS'S attorney. Realty Dynamics, Inc. will not be collecting or disbursing any commissions. Any change in the amount of commission paid to a cooperating broker must be in writing and agreed to by all parties including the listing BROKER, Realty Dynamics, Inc.

(B) This agreement permits the SELLER/OWNER of the PROPERTY to sell the PROPERTY to a purchaser not represented by a real estate broker or real estate agent, and in that event SELLER/OWNER would owe no additional fees or commissions. Buyer/purchaser must state in writing that he or she is not represented by a real estate broker or agent with regard to the transaction with a copy sent to Realty Dynamics, Inc.

11. BROKER SHALL NOT HOLD ESCROW MONEY:

Other than the flat fee paid by SELLER for BROKER'S services, SELLER shall not tender to BROKER at any time, any money for deposit or to hold on SELLER'S behalf. SELLER shall not execute a sales contract, which stipulates or requires BROKER to hold earnest money or a possession escrow.

12. DISCLOSURE

SELLER acknowledges that North Carolina law may require the SELLER to provide a Buyer with a Residential Property Disclosure form or other similar forms requiring the disclosure of conditions of defects in the PROPERTY (i.e. lead based paint, agency, etc.). BROKER shall provide SELLER with necessary disclosure forms and requires that SELLER fill out forms and return all of them to Realty Dynamics, Inc, prior to the listing being submitted to the CMLS. BROKER recommends that SELLER consult with legal counsel concerning SELLER'S disclosure requirements or the completion of any disclosure form. SELLER agrees to indemnify and hold BROKER harmless for any violation of any ordinance, regulation, statute or law regarding Sellers's disclosure obligations.

13. EQUAL AND FAIR HOUSING LAWS:

SELLER acknowledges pursuant to the Equal Housing Opportunity laws that SELLER has a responsibility and a requirement not to discriminate in the sale of PROPERTY on the basis of race, color, religion, sex, handicap, familial status or national origin. SELLER cannot instruct BROKER to convey for you any limitations in the sale of the PROPERTY based upon any of the foregoing as BROKER is also bound by the law not to discriminate.

14. HOME MEASUREMENT – HEATED LIVING SQUARE FOOTAGE:

Seller is responsible for providing an accurate property measurement that includes the heated and unheated square footage of the property being listed for sale. SELLER should hire a professional third party to avoid any misrepresentation when BROKER advertises the property and when the SELLER accepts BUYERS Offer to Purchase. BUYERS will, in most cases, have the property professionally measured and if there is any discrepancy between SELLER provided square footage and the BUYERS measurements, it may provide BUYER with actionable recourse

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to terminate the contract, request a refund of all deposits, including any Due Diligence Fee paid to the SELLER, the return of any Earnest Money Deposit, and the potential SELLER reimbursement of any costs paid by the BUYER during the Due Diligence Period. Discrepancies may result in the SELLER having to reduce the negotiated sales price of the property to compensate for any misrepresentation. SELLER, holds harmless the BROKER, for any misrepresentations of property measurements, whether purposefully or as a result of negligence. Seller Initials \_\_\_\_\_

**BROKER**

STEPHEN SCOTT

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Realty Dynamics, Inc.

Stephen Scott

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NCREaltyDynamics@gmail.com

**SELLER**

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