This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

**XLS**

**1** Broker (Company) Licensee(s) (Name)\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3** Company Address Direct Phone(s)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4** Cell Phone(s)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**5** Company Phone Fax\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6** Company Fax Email

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**



**8**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**9**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**10**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**11**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**12**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**13**



**Yes**

**14**



**15**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**16 **



**17** Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**18** Municipality (city, borough, township)

**19** County

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**20** Zoning\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**21** Present Use \_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ZIP

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

School District

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**22** Identification (For example, Tax ID #; Parcel #; Lot, Block; Deed Book, Page, Recording Date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**23**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**24 **

**25** (A) No Association of REALTORS® has set or recommended the term of this contract. Broker/Licensee and Seller have discussed and

**26** agreed upon the term of this Contract.

**27**

**28**

**29**

**30**

**31 3**.

**32**

**33**

**34**

**35**

**36**

**37 **

**38**

**39**

**40**



1. No Association of REALTORS® has set or recommended the Broker’s Fee. Broker and Seller have negotiated the fee that Seller will pay Broker.
2. Broker’s Fee is % of the sale price OR $ , whichever is greater, AND $ , paid

to Broker by Seller as follows:

1. $

able to Broker.

of Broker’s Fee is earned and due

at signing of this Listing Contract, pay-

**41**

**42**

**43**

**44**

**45**

**46**

**47**

1. This Contract starts when signed by Broker and Seller, unless otherwise stated here:
2.  This Contract ends at 11:59 PM on . By law, the term of a listing contract may not exceed one year. If the Ending Date written in this Contract creates a term that is longer than one year, the Ending Date is automatically 364 days from the Starting Date of this Contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



Seller agrees that Broker and Broker’s Licensees may also represent the buyer(s) of the Property. A Broker is a Dual Agent when a Broker represents both a buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents a buyer and Seller in the same transaction. All of Broker’s licensees are also Dual Agents UNLESS there are separate Designated Agents for a buyer and Seller. If the same Licensee is designated for a buyer and Seller, the Licensee is a Dual Agent. Seller understands that Broker is a Dual Agent when a buyer who is represented by Broker is viewing properties listed by Broker.



Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) above to exclusively represent the interests of Seller. If Licensee is also the buyer’s agent, then Licensee is a DUAL AGENT.

\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# 48 Broker/Licensee Initials: \_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_**

**\_ XLS Page 1 of 7 Seller Initials:**



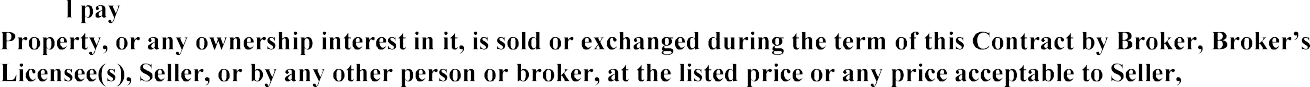
**® 2022**

**\_\_\_\_\_\_**

**\_\_**

rev. 2/22; rel. 7/22

**49** 2. the balance of



**50** a.

**51** OR

**52** b. A ready, willing, and able buyer is found, during the term of this contract, by Broker or by anyone, including Seller. A willing

**53** buyer is one who will pay the listed price or more for the Property, or one who has submitted an offer accepted by Seller,

**54** OR

**55** c. Negotiations that are pending at the Ending Date of this Contract result in a sale, OR

**56** d. A Seller signs an agreement of sale then refuses to sell the Property, or if a Seller is unable to Sell the Property because of

**57** failing to do all the things required of the Seller in the agreement of sale (Seller default), OR

**58** e. The Property or any part of it is taken by any government for public use (Eminent Domain), in which case Seller will pay

**59** from any money paid by the government, OR

**60** f. A sale occurs after the Ending Date of this Contract IF:

**61** (1) The sale occurs within days of the Ending Date, AND

\_\_\_\_\_\_\_\_

**62** (2) The buyer was shown or negotiated to buy the Property during the term of this contract, AND

**63** (3) The Property is not listed under an “exclusive right to sell contract” with another broker at the time of the sale.

**64** (C) If a sale occurs, balance of Broker’s Fee will be paid upon delivery of the deed or other evidence of transfer of title or interest. If

**65** the Property is transferred by an installment contract, balance of Broker’s Fee will be paid upon the execution of the installment

**66** contract.

**67 **

**68** If an agreement of sale is signed and settlement does not occur, and deposit monies are released to Seller, Seller will pay Broker

**69** of/from deposit monies.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**70 **

**71** Licensee(s) has explained Broker’s company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay

**72** a fee to another broker who procures the buyer, is a member of a Multiple Listing Service (MLS), and who:

**73** (A) . Broker will pay of/from the sale price.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**74** (B) . Broker will pay of/from the sale price.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**75**

**76** (C) .

**77** Broker will pay of/from the sale price.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**78 **

**79** (A) Broker is acting as a Seller Agent, as described in the Consumer Notice, to market the Property and to negotiate with potential

**80** buyers. Broker will use reasonable efforts to find a buyer for the Property.

**81** (B) Seller will cooperate with Broker and assist in the sale of the Property as asked by Broker.

**82** (C) All showings, negotiations and discussions about the sale of the Property, written or oral, will be communicated by Broker on Sell-

**83** er’s behalf. All written or oral inquiries that Seller receives or learns about regarding the Property, regardless of the source, will be

**84** referred to Broker.

**85** (D) If the Property, or any part of it, is rented, Seller will give any leases to Broker before signing this Contract. If any leases are oral,

**86** Seller will provide a written summary of the terms, including amount of rent, ending date, and Tenant’s responsibilities.

**87** (E) Seller will not enter into, renew, or modify any leases, or enter into any option to sell, during the term of this Contract without Bro-

**88** ker’s written consent.

**89 ** 

**90** Broker may provide services to a buyer for which Broker may accept a fee. Such services may include, but are not limited to: document

**91** preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance,

**92** construction, repair, or inspection services.

**93 **

**94** Seller agrees that Broker and Broker’s Licensee(s) are not responsible for any damage to the Property or any loss or theft of personal

**95** goods from the Property unless such damage, loss or theft is solely and directly caused by Broker or Broker’s Licensee(s).

**96 **

**97** (A) Broker, if named in an agreement of sale, will keep all deposit monies paid by or for the buyer in an escrow account until the sale

**98** is completed, the agreement of sale is terminated, or the terms of a prior written agreement between the buyer and Seller have been

**99** met. This escrow account will be held as required by real estate licensing laws and regulations. Buyer and Seller may name a non-

**100** licensee as the escrow holder, in which case the escrow holder will be bound by the terms of the escrow agreement, if any, not by

**101** the Real Estate Licensing and Registration Act. Seller agrees that the person keeping the deposit monies may wait to deposit any

**102** uncashed check that is received as deposit money until Seller has accepted an offer.

**103** (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to

**104** determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

**105** 1. If an agreement of sale is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written

**106** agreement signed by both parties is evidence that there is no dispute regarding deposit monies.

# 107 Broker/Licensee Initials: \_ \_ XLS Page 2 of 7 Seller Initials:

**\_\_\_\_\_\_**

**\_\_\_\_\_\_**

**\_\_**

**108** 2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing

**109** Broker how to distribute some or all of the deposit monies.

**110** 3. According to the terms of a final order of court.

**111** 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the

**112** deposit monies if there is a dispute between the parties that is not resolved.

**113** (C) Seller agrees that if Seller names Broker or Broker’s licensee(s) in litigation regarding deposit monies, the attorneys’ fees and costs

**114** of the Broker(s) and licensee(s) will be paid by Seller.

**115 **

**116** Seller agrees that Broker may list other properties for sale and that Broker may show and sell other properties to prospective buyers.

**117 **

**118** Unless prohibited by Seller, if Broker is asked by a buyer or another licensee(s) about the existence of other offers on the Property,

**119** Broker will reveal the existence of other offers and whether they were obtained by the Licensee(s) identified in this Contract, by another

**120** Licensee(s) working with Broker, or by a licensee(s) working for a different Broker. ONCE SELLER ENTERS INTO AN AGREE-

**121** MENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

**122 **

**123** (A) Seller (including Sellers exempt from the Real Estate Seller Disclosure Law) will disclose all known material defects and/or envi-

**124** ronmental hazards on a separate disclosure statement. A material defect is a problem or condition that:

**125** 1. is a possible danger to those living on the Property, or

**126** 2. has a significant, adverse effect on the value of the Property.

**127** The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a structural

**128** element, system or subsystem is not by itself a material defect.

**129** (B) Seller will update the Seller’s Property Disclosure Statement as necessary throughout the term of this Listing Contract.

**130** (C) If Seller fails to disclose known material defects and/or environmental hazards:

**131** 1. Seller will not hold Broker or Licensee(s) responsible in any way;

**132** 2. Seller will protect Broker and Licensee(s) from any claims, lawsuits, and actions that result;

**133** 3. Seller will pay all of Broker’s and Licensee’s costs that result. This includes attorneys’ fees and court-ordered payments or

**134** settlements (money Broker or Licensee pays to end a lawsuit or claim).

**135 **

**136** The Residential Lead-Based Paint Hazard Reduction Act says that any seller of property built before 1978 must give the buyer an EPA

**137** pamphlet titled *Protect Your Family From Lead in Your Home*. The seller also must tell the buyer and the broker what the seller knows

**138** about lead-based paint and lead-based paint hazards that are in or on the property being sold. Seller must tell the buyer how the seller

**139** knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards

**140** are, the condition of the painted surfaces, and any other information seller knows about lead-based paint and lead-based paint hazards

**141** on the property. Any seller of a pre-1978 structure must also give the buyer any records and reports that the seller has or can get about

**142** lead-based paint or lead-based paint hazards in or around the property being sold, the common areas, or other dwellings in multi-family

**143** housing. According to the Act, a seller must give a buyer 10 days (unless seller and the buyer agree to a different period of time) from

**144** the time an agreement of sale is signed to have a “risk assessment” or inspection for possible lead-based paint hazards done on the

**145** property. Buyers may choose not to have the risk assessment or inspection for lead paint hazards done. If the buyer chooses not to have

**146** the assessment or inspection, the buyer must inform the seller in writing of the choice. The Act does not require the seller to inspect for

**147** lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

**148 **

**149** At or before settlement, Seller may purchase a home warranty for the Property from a third-party vendor. Seller understands that a home

**150** warranty for the Property does not alter any disclosure requirements of Seller, may not cover or warrant any pre-existing defects of the

**151** Property, and will not alter, waive or extend any provisions of the Agreement regarding inspections or certifications that Buyer may elect

**152** or waive as part of the Agreement. Seller understands that Broker who recommends a home warranty may have a business relationship

**153** with the home warranty company that provides a financial benefit to Broker.

**154 **

**155** (A) Seller understands that potential buyers viewing the Property may engage in photography, videography or videotelephony on the

**156** Property. Seller should remove any items of a personal nature Seller does not wish to have photographed or recorded, such as fam-

**157** ily photos, important or confidential paperwork (including any information relating to the listing or communications with Broker

**158** or Licensee) and all other personally identifiable information such as birthdates, social security numbers, telephone numbers, etc.

**159** Seller is responsible for providing this same notification to any occupants of the Property.

**160** (B) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is

**161** guilty of a felony under Pennsylvania law. Seller understands that recording or transmitting audio may result in violation of state

**162** or federal wiretapping laws.

**163**

**164**

**\_\_\_\_\_\_**

**\_\_\_\_\_\_**

**\_\_**

**165**

# Broker/Licensee Initials: \_

**\_ XLS Page 3 of 7 Seller Initials:**

**166 **

**167** Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)

**168** against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays

**169** persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call

**170** (717) 783-3658.

**171 **

**172** Federal and state laws make it illegal for a seller, a broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX,

**173** DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN,

**174** USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION

**175** TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or

**176** set deposit amounts, or as reasons for any decision relating to the sale of property.

**177 **

**178** (A) Seller agrees that Broker may transfer this Contract to another broker when:

**179** 1.Broker stops doing business, OR

**180** 2.Broker forms a new real estate business, OR

**181** 3.Broker joins his business with another.

**182** (B) Broker will notify Seller immediately in writing if Broker transfers this Contract to another broker. Seller will follow all requirements

**183** of this Contract with the new broker.

**184 **

**185** Seller will not enter into another listing contract for the property(s) identified in Paragraph 1 with another broker that begins before the

**186** Ending Date of this Contract.

**187 **

**188** It is a conflict of interest when Broker or Licensee has a financial or personal interest in the property and/or cannot put Seller’s interests

**189** before any other. If Broker, or any of Broker’s licensees, has a conflict of interest, Broker will notify Seller in a timely manner.

**190 **

**191** This Contract is the entire agreement between Broker and Seller. Any verbal or written agreements that were made before are not a part

**192** of this Contract.

**193 **

**194** All changes to this Contract must be in writing and signed by Broker and Seller.

**195 **

**196** (A) Multiple Listing Services (MLS)

**197** 1. An MLS is a subscription service used by real estate licensees to market properties to other subscribers. If marketed in an MLS,

**198** Broker will make an offer of cooperating compensation to another participant who procures a buyer for the Property (See Para-

**199** graph 7). MLS marketing is governed by specific rules and policies, which may differ depending on the MLS used.

**200** 2. Sellers have the right to decide whether their Property will be marketed in an MLS, but should understand that opting out of

**201** MLS marketing may restrict Broker’s ability to market the Property in other ways.

**202** Broker use an MLS to advertise the Property. Seller understands and agrees that the listing may be reported to an



**203** MLS, but will not be marketed for sale via an MLS. Further, Seller understands and agrees that any and all public marketing

**204** of the Property through the use of other means such as yard signs, social media, and public-facing websites may be prohib-

**205** ited. Seller may be required to sign an additional waiver or release to comply with MLS rules and policies.

**206** Broker will use an MLS to advertise the Property to other real estate brokers and salespersons. Listing broker shall com-



**207** municate to the MLS all of Seller’s elections made below. Seller agrees that Broker and Licensee, and the MLS are not

**208** responsible for mistakes in an MLS or advertising of the Property.

**209** (B) Virtual Office Website (VOW) and Internet Data Exchange (IDX)

**210** 1. Some brokers may use a VOW or IDX, which are goverened by specific rules and policies. Sellers have the right to control some

**211** elements of how their property is displayed on a VOW and/or IDX website.

**212** 2. Seller elects to have the following features disabled or discontinued for VOW and IDX websites (check all that apply):

**213** Comments or reviews about Seller’s listings, or a hyperlink to such comments or reviews, in immediate conjunction with



**214** Seller’s listing.

**215** Automated estimates of the market value of Seller’s listing, or a hyperlink to such estimates, in immediate conjunction with



**216** the Seller’s listing.

**217** (C) Other

Where permitted, Broker, at Broker’s option, may use: for sale sign, lock box, key in office, open houses and advertising in all media, including print and electronic, photographs and videos, unless otherwise stated here:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



|  |  |
| --- | --- |
| **218** | 1. |
| **219** |  |
| **220** |  |
| **221** | 2. |
| **222** |  |
| **223** | 3. |
| **224** |  |

Seller does not want the listed Property to be displayed on the Internet.

Seller does not want the address of the listed Property to be displayed on the Internet.

Seller understands and acknowledges that, if the listed Property is not displayed on the Internet, consumers who conduct searches for listings on the Internet will not see information about the listed Property in response to their search.

**\_\_\_\_\_\_**

**\_\_\_\_\_\_**

**\_\_**

**225**

# Broker/Licensee Initials: \_

**\_ XLS Page 4 of 7 Seller Initials:**

**226** (D) Seller understands and acknowledges that, if an open house is scheduled, the property address may be published on the Internet in

**227** connection to the open house.

**228** (E) Other

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



**229**

**230** Seller is aware that the Multiple Listing Service (MLS), newspapers, Web Sites, and other media may publish the final sale price of the

**231** Property.

**232 **

**233** In consideration of Broker’s efforts to market Seller’s Property as stated in this Contract, Seller grants Broker a non-exclusive, world-

**234** wide license (the “License”) to use any potentially copyrightable materials (the “Materials”) which are related to the Property and pro-

**235** vided by Seller to Broker or Broker’s representative(s). The Materials may include, but are not limited to: photographs, images, video

**236** recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller’s Property. This License

**237** permits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations of property list-

**238** ings, and to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose

**239** that does not conflict with the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of

**240** this Contract. Seller also grants Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents

**241** and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights, including any

**242** copyrights, of any person or entity. Seller understands that the terms of the License do not grant Seller any legal right to any works that

**243** Broker may produce using the Materials.

**244 **

**245** (A) It is possible for certain items of personal property to be so integrated into the Property that they become fixtures and will be regarded

**246** as part of the Property and therefore included in a sale. 

**247 **

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| **248** | (B) | INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, and other items including plumb- |
| **249** |  | ing; heating; radiator covers; hardwired security systems; thermostats; lighting fixtures (including chandeliers and ceiling fans); |
| **250** |  | pool and spa equipment (including covers and cleaning equipment); electric animal fencing systems (excluding collars); garage door |
| **251** |  | openers and transmitters; unpotted shrubbery, plantings and trees; any remaining heating and cooking fuels stored on the Property |
| **252** |  | at the time of settlement; smoke detectors and carbon monoxide detectors; sump pumps; storage sheds; fences; mailboxes; wall to |
| **253** |  | wall carpeting; existing window screens, storm windows and screen/storm doors; window covering hardware, shades and blinds; |
| **254** |  | awnings; built-in air conditioners; built-in appliances; the range/oven, unless otherwise stated; and, if owned, solar panels, windmills, |
| **255** |  | water treatment systems, propane tanks and satellite dishes. Also included: |
| **256** |  |  |
| **257** | (C) | The following items are not owned by Seller and may be subject to a lease or other financing agreement (e.g., solar panels, windmills, |
| **258** |  | water treatment systems, propane tanks, and satellite dishes): |
| **259** |  |  |
| **260** | (D) | EXCLUDED fixtures and items: |
| **261** |  |  |
| **262** |  |  |
| **263** | (A) | At settlement, Seller will pay one-half of the total Real Estate Transfer Taxes, unless otherwise stated here: |
| **264** |  |  |
| **265** | (B) | Yearly Property Taxes $ Property Assessed Value $ |
| **266** | (C) | Is the property preferentially assessed (including a tax abatement)? Yes No |
| **267** |  | If applicable, how many years remain? |
| **268** | (D) | COA/HOA Name COA/HOA Phone |
| **269** |  | COA/HOA special assessments $ Buyer’s required capital contribution $ |
| **270** |  | Please explain: |
| **271** | (E) | COA/HOA Fees $ Quarterly Monthly Yearly |
| **272** | (F) | Municipality Assessments $ |
| **273** |  |  |

**274** The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



**275** Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of

**276** U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons

**277** purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers’ agents, and settlement officers are required

**278** to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. tax-

**279** ation of gains realized on disposition of such interests. The transferee/buyer, as the withholding agent, may request that you complete a

**280** FIRPTA Affidavit regarding your status as a foreign person as defined by the Act. Seller agrees to comply, if applicable.

**\_\_\_\_\_\_**

**\_\_\_\_\_\_**

**\_\_**

**281**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



# Broker/Licensee Initials: \_

**\_ XLS Page 5 of 7 Seller Initials:**

**282 **

**283** (A) Seller will give possession of Property to a buyer at settlement, or on

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**284** (B) At settlement, Seller will give full rights of ownership (fee simple) to a buyer except as follows:

**285** Oil Gas Mineral Other



**286** If checked, please explain:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**287**

**288** (C) Seller has:

**289** First mortgage with Amount of balance $

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



**290** Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**291** Phone Acct. #

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**292** Second mortgage with Amount of balance $

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



**293** Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**294** Phone Acct. # \_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**295** Home Equity line of credit with Amount of balance $\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



**296** Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**297** Phone Acct. # \_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**298** Seller authorizes Broker to receive mortgage payoff and/or equity loan payoff information from lender(s).



**299** (D) Seller has:

**300** Judgments $ Past Due Municipal Assessment $

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



**301** Past Due Property Taxes $ Past Due COA/HOA Fees $

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**302** Federal Tax Liens $ Past Due COA/HOA Assessments $

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**303** State Tax Liens $

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**304** Other: $

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**305** (E) If Seller, at any time on or since January 1, 1998, has been obligated to pay support under an order on record in any Pennsylvania

**306** county, list the county and the Domestic Relations Number or Docket Number:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**307 **

**308** Seller will accept the following arrangements for buyer to pay for the Property:

**309** Cash Conventional mortgage FHA mortgage VA mortgage



**310** Seller’s Assist to buyer (if any) $ , or %

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**311**

**312** The Office of the Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special

**313** conditions or additional terms in this Contract must comply with the Pennsylvania Plain Language Consumer Contract Act.

**314 **

**315**



✓

Property Description Addendum to Listing Contract (PAR Form XLS-A) Single Agency Addendum (PAR Form SA)

Consumer Services Fee Addendum (PAR Form CSF)

Vacant Land Addendum to Listing Contract (PAR Form VLA) Short Sale Addendum (PAR Form SSL)

See attached Addendum "A"

**316**

**317**

**318**

**319**

**320**

**321**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**322**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**323**

**324**

**325**

**326**

**327**

**328**

**329**

**330**

**331**

**332**

**333**

**334**

**335**

**336**

**337**

**338**

**339**

**340**

# 341 Broker/Licensee Initials: \_ \_ XLS Page 6 of 7 Seller Initials:

**\_\_\_\_\_\_**

**\_\_\_\_\_\_**

**\_\_**

**342**

\_\_\_\_\_\_

\_\_\_\_\_



**S**

\_

\_

**343**

\_\_\_\_\_\_

\_\_\_\_\_

**344**



**S**

\_

**345**

\_\_\_\_\_\_

\_\_\_\_\_

**346**

**347 **

**348 **

**349**

**350**

**351**

**352**

**353 -**



**354**



**355**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**356**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**



**357**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**358**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**



**359**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# XLS Page 7 of 7

**ADDENDUM “A”**

* 1. **Compensation:** [This Paragraph is intended to replace stricken and deleted Paragraphs 5, 6, and 7]; **Seller** will compensate **Broker** as specified below for procuring a buyer who is ready, willing, and able to purchase the Property or any interest in the Property on the terms of this Agreement. **Seller** will pay **Broker** as follows (plus applicable sales tax):
     1. Unless otherwise agreed in a Homeowner Benefit Agreement (“HBA”) executed by **Seller**, **Seller** will pay a commission to the **Broker** (plus applicable sales tax) as follows: In the event there is no other broker who, in addition to the **Broker**, participates in the sale of the Property, then **Broker** shall receive an amount equal to six percent (6%) of the total sales price for the Property or $ , whichever is greater (the “Broker’s Commission”). In the event there is a Cooperating Broker involved in the transaction, then **Broker** shall receive an amount equal to three percent (3%) of the total sales price for the Property or $ , whichever is greater (the “Broker’s Commission”). The Broker’s Commission shall be paid to **Broker** no later than the date of closing specified in the sales contract. Closing is not a prerequisite for the Commission being earned by **Broker**.
     2. **Broker's Commission** is also due if **Seller** refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to cancel an executed sales contract.
     3. **Retained Deposits:** As consideration for **Broker's** services, **Broker** is entitled to receive % (50% if left blank) of all deposits that **Seller** retains as liquidated damages for a buyer's default in a transaction, not to exceed the fee set forth in Paragraph 1(a) to this Addendum “A”.
     4. **Administrative Fee:** In addition to the commission paid by **Seller** pursuant to Paragraph 1(a) of this Addendum “A”, **Seller** agrees to pay an administrative fee in the amount of $500 to **Broker**, payable at closing.
     5. **Cooperation with and Compensation to Cooperating Brokers; Notice to Seller: Broker's** office policy is to cooperate with all brokers who, in addition to **Broker**, participate in the sale of the Property (e.g., a transaction broker for the buyer), except when not in **Seller's** best interest. Where there is a Cooperating Broker involved, **Seller** has determined, in his or her sole discretion, that the amount of commission that will be offered to the Cooperating Broker is % of the total sales price, which amount shall be paid by **Seller** (“Cooperator’s Commission”).
  2. **Dispute Resolution:**; Any and all disputes, claims, or controversies whatsoever between **Seller** and **Broker**, whether based on contract, tort, or any other legal right to claim, including alleged violation of consumer or privacy laws, shall be referred to and resolved exclusively by binding arbitration as stated in the HBA, which arbitration provisions are hereby incorporated by reference.
  3. **MVR Homeowner Benefit Agreement: Seller** and **Broker** acknowledge that this Agreement is being entered into pursuant to the MVR Homeowner Benefit Agreement entered into by and between **Seller** and MV REALTY PBC, LLC, a Florida limited liability company. **Seller** and **Broker** agree that the MVR Homeowner Benefit Agreement is (i) separate and apart from this Agreement, (ii) remains in full force and effect, and (iii) shall survive the expiration or earlier termination of this Agreement. In the event of any conflict between the terms of the MVR Homeowner Benefit Agreement and the terms of this Agreement, the terms of the MVR Homeowner Benefit Agreement shall govern. This Agreement will not be binding on the **Broker** unless and until it is signed by a duly authorized officer and broker of the **Broker**.

Seller's Signature: Date:

Home Telephone: \_ Work Telephone: Facsimile:

Address:

Email Address:

Seller's Signature: Date:

Home Telephone: Work Telephone: Facsimile:

Address:

Email Address:

Authorized Sales Agent: Date:

Authorized Broker: Date:

Brokerage Firm Name: \_ Telephone:

Address:

2