

Addendum Z to Listing Contract

Date of Listing Contract(s): _____

Seller(s): _____

Property Address: _____

This addendum hereby amends the above-captioned Listing Contract which is incorporated herein by reference. Seller and Broker hereby agree to the following:

1. Broker has the exclusive right to determine if commission is due to any cooperating broker. In the event that a board of Realtors, arbitration panel, or any governmental authority determines that a commission is due to any cooperating broker, then Seller hereby covenants that Seller will immediately indemnify broker for any commission claim made by any cooperating broker and Seller will immediately satisfy commission claim and hold broker harmless from same. Unless notified otherwise by Broker, all earned commissions shall be deducted from seller's sale proceeds and disbursed at closing by closing agent.
2. Broker shall have the unilateral and exclusive right to immediately terminate the Listing Contract and remove property from MLS upon dishonor of Seller's check or instrument for payment of Broker's non-refundable fee due at execution of Listing Contract.
3. Seller may cancel this listing agreement at any time with payment to Broker of a cancellation fee of \$5 and execution of cancellation agreement. Broker shall have 48 hours to from its receipt of binding cancellation agreement to remove property from MLS.
4. Seller agrees **all advertising of listed property**, including but not limited to signs placed by Seller, shall prominently contain the name of the Broker "**BuyHomes.com**" and "**MLS**" or property MLS number.
5. Immediately upon the expiration, cancellation or termination of this agreement, Seller is required to deliver to Broker a complete list of all names, telephone numbers, and addresses of all cooperating brokers and prospective buyers who viewed property during the term of the Listing Contract.
6. Seller is exclusively responsible for the negotiation, preparation and execution of any offer(s) to purchase, counter offers, amendments, addendums and any legal document related to the conveyance of Seller's property.
7. Broker will not hold any earnest monies subject to the Listing Contract. Seller must make all necessary arrangements to insure that Broker is not responsible for holding earnest money for any sale transaction subject to the Listing Contract and Seller covenants to counter any offer presented to Seller that requires Broker to hold any earnest money to conform offer to terms herein.
8. Seller is advised to retain qualified legal counsel to represent their interests in this transaction.
9. Seller acknowledges that the extent of Broker's duties to Seller is to place and maintain Seller's property on MLS, respond to answer inquiries from cooperating brokers and potential buyers, and procure a purchaser for Seller's thru Broker's marketing efforts.
10. All information and documentation pertaining to the sale of Seller's property shall be delivered to broker within 24 hours of Seller's receipt of same.

Seller Name Date

Seller Name Date

Corey Scholtka, Managing Broker Date:
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