

TOMLINSON WASHINGTON ADDENDUM TO LISTING AGREEMENT

This Addendum is entered _____ (“Effective Date”) and amends the Exclusive Right to Sell Listing Agreement (“Listing Agreement”) entered between the undersigned Seller, on the one hand, and Coldwell Banker _____ (“Firm”) and _____ (“Selling Broker”), on the other hand.

1. No Conflicting Agency Relationship. _____ (By initialing, each Seller confirms the following information). Each Seller confirms that no Seller has entered a written or oral agency relationship with any other broker or brokerage firm covering the services to be provided under this Representation Agreement. Seller(s) agree(s) to disclose the agency relationship covered by this Agreement to all brokers and brokerage firms with whom Seller may deal.

2. Related Service Referrals. Seller acknowledges that, during the course of selling or leasing a property, occasions will likely arise when it will be appropriate for Seller to utilize the services of third parties. While not an exhaustive list, Seller acknowledges that such services may be provided by home inspectors; construction professionals such as engineers who might evaluate the condition of a structure and/or the land on which a structure is constructed; movers; cleaners; maintenance, repair, and/or construction professionals; home insurance agents and/or insurers; title insurance companies; closing offices; property attorneys; property management companies; home warranty providers; and similar providers. Seller understands and acknowledges that, in making any such introduction or referral, Firm and Broker do not guarantee any such services or the results thereof. Any contract or agreement that may be entered in connection with any such providers will be solely between Seller and such providers; and in the event of any problem, Seller agrees will not have any claim against Firm or Broker related to such services. For this reason and regardless of whether Firm or Broker introduce Seller to any professional or service provider, Seller should exercise care and carefully interview and evaluate any such third party before electing to accept or agree to their services and any contract or fee agreement they may request. Seller also acknowledges that Seller will be under no obligation to utilize any third party providers referred by Firm or Broker.

3. Home Warranties. Seller acknowledges that third party services are available to provide home warranty protection in favor of buyers purchasing properties. The nature and extent of protection provided, matters excluded from protection, deductibles that might apply before coverage is provided, and limits on amounts that will paid vary between programs. Seller has been advised that one program utilized by some of Firm’s Sellers and customers, American Home Shield, does provide referring brokers and firms with a fee (less than \$100.00) for completing application forms on behalf of the service provider. Seller acknowledges that Firm and Broker are not imposing any requirement that Seller obtain or offer to any buyer any home warranty or, that if Seller elects to do so, Seller use any particular home warranty provider.

4. Handyman Services. Seller acknowledges that Firm and Broker have available a third party service providing handyman services, generally provided to property buyers and landlords, through a provider owned in part by Firm’s owners. Seller acknowledges that some brokers participate in annual subscriptions to procure handyman services for buyers and/or landlords and that any fee paid by a seller or buyer in a transaction involving those brokers may be partially or fully distributed back to those brokers to compensate them for the participation fee previously made.

This Addendum is dated and effective as of the date first written above.

COLDWELL BANKER _____

SELLER

By: _____

Printed Name: _____

Title: _____
