



\$950 Listing Addendum to the Exclusive Right to Sell Listing Agreement

Property Address: _____ (“Existing Home”)

Seller(s) Name: _____ (“Client”)

Realty ONE Group Music City will waive its usual listing portion of 3% of the total commission listed in the Exclusive Right to Sell Listing Agreement (“Listing Agreement”) and instead charge a \$950.00 flat fee collected at the time of listing (or 1.5% of the sale price collected at closing) to the Seller subject to the following conditions set out in this Addendum to the Exclusive Right to Sell Listing Agreement (“Addendum”):

1. **Client’s Promise to Perform:** In addition to the Listing Agreement, client agrees to sign an Exclusive Buyers Representation Agreement with Realty ONE Group Music City. Client agrees to purchase their next home in Middle Tennessee (defined below) within the stated Term (defined below).
2. **Purchase Price:** Client agrees that the purchase of their next home (“Next Home”) will be no less than \$250,000.00.
3. **Next Home Commission:** Client agrees Realty ONE Group Music City is due a 3% commission for the work performed on the purchase of the Next Home. Client is aware that these commissions are many times paid for by the seller of the Next Home. In the event the seller of the Next Home does not offer a full 3% commission to Realty ONE Group Music City, client agrees to pay any difference at the Next Home closing. (Example: Next Home purchase price is \$350,000.00. If the seller of the Next Home only offers a 2.5 % commission to Realty ONE Group Music City, Client will be responsible for paying Realty ONE Group Music City the remaining .5% or \$1,750.00).
4. **Term:** Purchase of the Next Home must take place within 90 days of closing of the clients’ Existing Home (“Term”). **EARNEST MONEY cannot come to Realty ONE Group Music City when using the \$950.00 flat fee.**
5. **Escrow Agreement:** In the event client does not have the Next Home **under contract to purchase with all contingencies satisfied** at the time of closing of the Existing Home, client agrees to place in escrow, with the closing attorney, at time of the Existing Home’s closing, an amount equal to 1.5% of the sale price of the Existing Home. If the Next Home has not been purchased within the Term (90 days of the closing of the Existing Home), the 1.5% held in escrow will be paid to Realty ONE Group Music City as commissions earned for services rendered for the sale of the Existing Home. The initial \$950.00 fee will not be deducted from this 1.5% due to. If client purchases a Next Home within the Term, the 1.5% held in escrow will be remitted to client.
6. **Termination of Exclusive Buyers Representation Agreement:** Client agrees that if they do not use Realty ONE Group Music City for the purchase of their Next Home, client will pay Realty ONE Group Music City a commission of 3% of the sale price of the Existing Home for services rendered for the sale of their Existing Home. The initial listing fee of \$950.00 will be deducted from this 3%. Client agrees that any remaining balance of said 3%, not collected by Realty ONE Group Music City previously, will be due in full immediately upon termination of the Exclusive Buyers Representation Agreement or purchase of the Next Home not using Realty ONE Group Music City
7. **Middle Tennessee:** Client agrees that Middle Tennessee is defined as the following counties: Williamson, Davidson, Wilson, Rutherford, Maury and Sumner.

8. **Pre-Approval:** Client agrees to be pre-approved for their Next Home purchase within 10 days of signing this Addendum. During this process, if it is determined that client is not qualified to purchase the Next Home, this Addendum is void and Seller and Realty ONE Group MUSIC CITY will enter into a new commission agreement.

9. **Costs to Sell a Home:** Client understands and acknowledges that there are closing costs associated to selling a home. Client agrees this agreement does not eliminate the recommended 3% fee paid to the *buyer's agent (the agent who sells the Existing Home to the new buyer)*. Client understands and agrees there are additional client related closing costs and pro-rations that typically amount to approximately 2% of the sale price. Client understands and agrees this does not include any *buyer negotiated closing costs or negotiable repairs to subject home*. At time of actual offer on the Existing Home, Realty ONE Group MUSIC CITY will review these various closing cost details with the client, at the client's request, to help ensure there are no surprises at closing.

10. **Acknowledgement of Seller:** Client agrees and acknowledges that client has freely entered this Addendum and that client fully understands and agrees to each of the provisions contained in this Addendum. Client agrees that this Addendum will be governed and interpreted in all respects under the laws of the State of Tennessee and the County of Williamson without regard to conflict of law provisions. Client and Realty ONE Group MUSIC CITY each submit to the jurisdiction of such courts therein.

Special Stipulations:

Client: _____ Date: _____

Client: _____ Date: _____

Agent: _____ Date: _____