

Fee For Service Addendum

Addendum 'A'

Property Address:

Addendum 'A' replaces Broker Fee (paragraph 5 and adds paragraphs 22 & 23 which explains services special terms and condition using TAR form 1101.

5. BROKER'S FEE AND SERVICES:

A. Fees & Summary of Services Selected: Seller is defined as any person who can transfer interest or has been designated to procure the sale of property listed for sale. Seller has chosen the following. Seller agrees to pay fees notated for each service at specific "earned and payable times

<u>SERVICES</u>	<u>AMOUNT</u>	<u>WHEN PAYMENT DUE:</u>
BASIC SERVICES –		
____, ____ MLS & Keybox,	\$399	sign up
____, ____ Listing Website Only	\$150	sign up
____, ____ Yard Sign	\$50	sign up
____, ____ Appointment Setting	\$100	sign up
____, ____ Keybox Rental	\$50	sign up
____, ____ Fax / Email Blast	\$75	sign up
OTHER SERVICES –		
____, ____ Listing Meeting	\$100	time of service
____, ____ Home Preparation	\$100	time of service
____, ____ CMA & Pricing	\$150	time ordered
____, ____ Market Updates	\$75	time ordered
____, ____ Photographs	\$100	time ordered
____, ____ Advertising	Actual cost + 10%	time ordered
____, ____ Flyers (100) & Color Brochures (30)	\$50	time ordered
____, ____ Closing Process	\$295	time ordered
____, ____ Attend Closing	\$195	closing

____, ____ **5A Total**

MLS Co-op Fee (Buyers Agent Commission)

____% of sales price **OR** \$____ Fixed dollar amount
(Choose one only) see sections 5 sub-sections B, C and also section 23 sub-section C

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- B. Earned: Fees are earned when any one of the following occurs during this listing:
- (1) Seller signs the listing agreement and/or orders the specific service(s)
 - (2) Broker individually or in cooperation with another broker procures a buyer ready, willing and able to buy the Property at the Listing Price or at any other price acceptable to Seller;
 - (3) Seller breaches this Listing.
- C. Payable: Once earned, Broker's Fee is payable, during this listing or after it ends, at the earlier of:
- (1) The closing and funding of any sale or exchange of the Property;
 - (2) Seller's refusal to sell the property after Broker's Fee has been earned;
 - (3) Seller's breach of this Listing;
 - (3) At such time as otherwise set forth in this Listing.

The Co-op Broker's Fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver a title policy to a buyer; (ii) Loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for sale of the Property.

D. Other Fees:

- (1) If a buyer with whom Seller has entered into a contract for the sale of the Property during this Listing breaches the contract and Seller receives all or part of the earnest money, Seller will pay Broker the lesser of one-half of such amount or the amount of MLS Co-op Fee stated in Paragraph 5.A. Any amount paid under this Paragraph 5.D. (1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property or other services performed.
- (2) If Seller collects the sales price and/or damages either by suit, compromise, settlement or otherwise from a buyer who breached a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorneys' fees and other expenses of collection, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Co-op Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5, D, (2) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property or other services performed.
- (3) Service Providers: If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5 section D subsection (3) is in addition to any other compensation Broker may receive under this Listing.

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(4) Changes to MLS Information: Seller will pay broker at the time of any subsequent changes \$50 beyond initial entry. If several changes need to be made at the same time then only one fee will be needed.

(5) Termination of MLS listing: requires a fee of \$75 and is due when delivered.

(6) Payment: All fees must be current before other duties are performed.

(7) Broker's Hourly Fee: Seller is advised and understands that Broker's Hourly Fee for any services not otherwise stated in this Listing and Amendment will be billed to Seller at the rate of \$125 per hour expended. Fee will apply to services specifically requested by Seller as well as to extraordinary services and time expended by Broker on behalf of Seller. Hourly Fee's will be incurred when Broker specifically notifies Seller, either verbally or in writing that such a Fee is applicable. In the event that significant time is needed. Broker may require that an estimated amount be paid in advance as a "retainer" against which hourly charges will be deducted. Broker reserves the right to charge and Seller agrees to pay for all time expended by Broker on behalf of Seller unless otherwise provided under BASIC SERVICES or selected OTHER SERVICES.

(8) County: All amounts payable to Broker are to be paid in cash in Dallas County, Texas.

(9) Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing provided that said amounts have not already been paid as required and actions were specified & chosen by seller.

22. EXPLANATION OF SERVICES PROVIDED:

This Listing is a limited service and limited and does not provide representation to the Seller.
This paragraph specifies the full extent and scope of all services included with this listing:

(A) Basic Services – The services listed in this part are optional for the Seller.

(1) MLS Listing: The Property will be listed in Northeast Texas Association of Realtors MLS database (available to all Realtors) and the Northeast Texas Association of Realtors Internet Site (available to the public). Seller must provide all listing information, room measurements, details and descriptions via on-line form. Listing term will be up to six months at Seller's choice. Seller may choose the amount of "Co-op" fee (see Paragraph 5. A.) Paid via Broker to any other broker procuring a buyer ("buyer's brokers"). Listing includes rental of one (1) professional "SUPRA" electronic key box accessible by all Northeast Texas Association of Realtors members, rental of one (1) FSBO yard sign, entry of one (1) photo in MLS and Internet (front view of Property - taken by the MLS service or provided by Seller). The service includes key box and sign delivery and installation as well as removal upon conclusion of listing.

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B. Other Services: The services listed in this part are optional for the Seller.

Broker makes no representations as to necessity for or need of any or all to achieve a successful sale of the Property.

(1) Home Preparation: Review of Property with the Seller and recommendations on repairs, fix-ups, cleaning, staging the home for showing and other suggestions to enhance marketing of the home.

(2) Comparative Market Analysis & Pricing: This service includes available market data from (MLS) on recent sales and homes for sale and a written recommendation on listing price. Broker does not intend to be perceived as an Appraiser.

(3) Listing Meeting: The service is a meeting with the Seller to review all services, review listing information provided by Sellers(s), review the CMA (if ordered) and generally discuss the home selling process. It is recommended for first time Sellers and is required for Sellers who do not have the ability to receive and send email and fax documents. A one (1) hour service.

(4) Market Updates: This service is an update of the MLS data used in the CMA. It can also be used just to obtain market data. The update is provided as requested by Seller.

(5) Brochures: This service provides a quantity of 30 professional sales brochures. Each brochure is one page, 8.5 x 11 inches, in color, with one color photo (provided by Seller). Additional pages, if desired, are also available at the same per page cost. Brochures will be delivered to the Seller by regular mail. A one (1) hour service.

(6) Photographs: This service includes reformatting and uploading of additional Seller provided photos to MLS and the Internet. MLS and the Internet have the capability to display up to eight (8) photos total of the home. One (1) photo is already included with Basic Services. A one (1) hour service. *Note: For an added Fee, Broker will take the additional photos. Such photos must be taken at time of Key Box delivery to avoid extra charge. Broker reserves the right to use digital technology of appropriate quality for Internet display and/or to scan conventional film photographs. Photos taken by Broker or provided to Broker by Seller remain the property of Broker and the suitability of all photos for use is at the sole discretion of Broker.*

(7) Advertising: The basic Listing includes no advertising. This service is for Broker to place any advertising that Seller desires in any media available to Broker as specifically requested by Seller. The term Advertising covers all media forms including Virtual Tours. The cost to Seller for each ad placement or renewal will be the actual cost to Broker for the ad plus the Fee shown in Paragraph 5.A.

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- (8) "Take One" Flyers: The service includes 100 black and white MLS flyers plus delivery and installation of a holding box (rental). The flyers are similar to the Color Brochures but Xerox quality black and white. The holding box attaches to the yard sign and must be delivered at the time Key Box is delivered to avoid extra charge. Flyers, when prepared, will be delivered to Seller by regular mail.
- (9) Closing Process: This service includes monitoring of buyer's loan approval process, buyer's Property appraisal process, and buyer's closing preparations, all during the escrow period. Also included is review and explanation of Title Company's closing statement prior to closing.
- (10) Attend Closing: This service provides (subject to advance scheduling) Broker's attendance at closing to assist Seller in reviewing papers, answer questions, resolve last minute details, etc.

Other Items: Services not mentioned elsewhere including advice, discussion, counseling and special issues will be provided at the hourly rate.

23. SPECIAL TERMS AND CONDITIONS:

- A. All services and quoted costs are based upon the home Seller having communication capability via fax machine and email. Extra costs will be incurred for delivery of documents, forms and papers unless otherwise previously noted.
- B. Seller agrees to complete a Seller's Disclosure Statement as required by the State of Texas and any other mandatory forms or disclosures as may be required by law or prudent real estate practice. Seller warrants all information provided to Broker to be factual and true to the best of his knowledge. Seller indemnifies Broker from all liability for any misrepresentations, errors and omissions in said information. Seller authorizes Broker to convey all provided information to others including prospective buyers, other brokers and parties involved in any resulting real estate transaction involving Seller or Seller's Property.
- C. Seller is advised that for a property to be entered into MLS (Multiple Listing Service) there must be a "Cooperating broker Fee" (Co-op Fee) offered which Seller agrees will be paid at closing to Listing Broker. Said Fee is also described elsewhere in this Addendum and Listing. Listing Broker, in turn, will pay the Co-op Fee in its entirety to any other broker who is the procuring cause of providing the buyer for Seller's property. Seller may choose the amount of Co-op Fee. The Co-op Fee is normally shown as a percentage of the sales price, e.g., 3.0%. The Co-op Fee may also be a fixed dollar amount. Seller is further advised that the amount of the Co-op Fee may influence cooperating brokers interest in showing the property to and subsequently obtaining offers from buyers that they may represent. Seller is advised and agrees that JoTipton Realty Services, Inc. may be the procuring cause of providing the buyer for the purchase of the property and in such case JoTipton Realty Services, Inc. would be entitled to retain the full amount of the "Co-op fee".

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D. For liability reasons a real estate inspection and termite inspection must be done prior to sale. Normally, buyers order these inspections at their cost as a matter of course. If, for some reason the buyer refuses to order inspections, Seller agrees that inspections will be accomplished at Seller's expense and copies provided to buyer. Inspections can cost approximately \$150 to \$750 total depending upon the inspector(s) chosen and the size of the home.

E. Seller agrees that any advertising Seller may wish to do exclusive of Broker's participation is permissible so long as: All representations are factually correct; All advertisements are solely at Seller's expense. Advertising, for purposes of definition, include all forms of print, audio, visual, and electronic media including Internet and virtual tours.

F. All Other Terms Apply: Unless otherwise specified by this addendum, all terms and provisions of the Residential Real Estate Listing Agreement to which this addendum is attached shall apply in full force and without change or modification.

G. Returned Checks: If Seller makes payment to Broker for any Fees Earned under this listing and for whatever reason Seller's check is returned for insufficient funds or other non-payment, Seller will pay Broker a Fee of \$25.00 per returned check.

H. Seller understands that entry of MLS listing data does not in anyway show seller representation.

Seller Signature Date

Seller Signature Date

Broker Signature Date