



**LICENSED BROKERAGE COMPENSATION ADDENDUM
TO
LISTING AGREEMENT & AGENCY DISCLOSURE**



(SELLERS: ONLY use this form if NO BROKERAGE FEE is contracted in Sect. 2 of the Listing Agreement.)

THIS IS AN ADDENDUM to that EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE (the "Listing Agreement") entered into on _____, (date) between _____ (the "Seller"), And, Town & Country Apollo Properties (the "Company"), regarding the Property located at: _____ (the "Property"). The following terms are hereby incorporated as part of the Listing Agreement, and to the extent these terms modify or conflict with any provisions of the Listing Agreement, these terms shall control.

1. Seller warrants that Seller has the legal capacity and full power and authority to enter into this Agreement and consummate the transaction contemplated hereby on Seller's own behalf or on behalf of the party Seller represents, as appropriate.

2. Brokerage Fee has been waived by Listing Brokerage. No Buyer Agent Commission (the "BAC") has been contracted between Seller and Company in Sect. 2 of Listing Agreement. A BAC of \$1 is offered by Company over the MLS for posting purposes. To any Utah Real Estate Licensed Brokerage representing the Buyer; the Seller agrees to pay an "additional amount" equal to ____% Percent of the purchase price OR an additional flat dollar amount of \$ _____ (\$US Dollars) whichever is greater, OR an amount agreed to in writing, and executed between Seller and the Utah Real Estate Licensed Brokerage representing the Buyer and Seller. (Escrow Instructions) The Utah Real Estate Licensed Brokerage is advised to have An EXCLUSIVE BUYER-BROKER AGREEMENT in place with their Buyer Client.

The additional amount above is not offered via The Company and shall not be displayed over the MLS as a Buyer Agent Commission "BAC" from the Company. This addenda is referenced in the Agent remark section of the MLS Listing. The additional amount offered from Seller shall be due at the time of and as a condition of closing. The Company does not guarantee this payment. Seller is offering this compensation directly to Utah Licensed Brokerages, thus removing this financial liability from the Company.

2.1. UNREPRESENTED BUYERS: TERMS of sect 2.1 of the Listing Agreement are not modified by this ADDENDUM
2.3. TRANSACTION FEE: (modified) If Buyer is represented by a MLS Member Brokerage, No Listing Commission shall be due to the Company. A Flat Fee of \$500 shall be due from Seller to Company as a transaction fee at settlement / closing.

Town & Country Apollo Properties is the Agent of the Seller, at a minimum and as per Utah Code Ann. Section 61-2-27, (5/05) the: Seller's Agent will: (a) Accept and present offers to seller, (b) Advise seller on offers, and (c) Assist seller with preparing and communicating counter-offers. The Listing Broker is also authorized to act as a Limited Agent.

THE UNDERSIGNED hereby agree, ALL OTHER TERMS of the Listing Agreement, not modified by this ADDENDUM shall remain the same.

 (Seller Signature) (Date) (Seller Signature) (Date)

ACCEPTED by the Company

By: _____ (Date) Lynn C Fillmore, Listing Broker
 By: _____ (Date) Buyer Broker

NO REPRESENTATION IS MADE BY TOWN & COUNTRY APOLLO PROPERTIES AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF.

(ref.06/18/18)



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