

Savvy Lane Addendum to Listing Agreement

Addendum to the Listing Agreement between _____ Seller(s)
and **Savvy Lane** from date of agreement until midnight of _____
for the real property located at _____

IT IS AGREED BETWEEN THE SELLER(S), HEREINAFTER "SELLER", AND THE BROKER, HEREINAFTER "SAVVY LANE", AS FOLLOWS:

This Addendum modifies and amends the **Listing Agreement** between undersigned Seller and Savvy Lane. In an event of a conflict between this Addendum and the Listing Agreement, this Addendum shall prevail. Seller read, understands and agrees to the **Terms and Conditions of working with Savvy Lane**, which is available by fax or email, or on Savvy Lane's web site at www.SavvyLane.com/terms.

1. The Law of Real Estate Agency: Seller acknowledges that they have received and read a copy of **The Law of Real Estate Agency** pamphlet which is available by fax or email, or on Savvy Lane's web site at www.SavvyLane.com/forms.

2. Agency Relationship: Seller understands and agrees that Savvy Lane will act as the Agent for the Seller in a **limited entry only capacity** as described below. Seller is to work directly with Buyer or Buyer's Agent. All listing information is provided by Seller and not verified by Savvy Lane. By entering into this **Listing Agreement**, Seller retains the right to sell their property commission free to a non-represented Buyer. Seller has opted into allowing all written offers to process through Savvy Lane Platform in order to receive real-time messages notifying Seller via text and email. Seller is aware and specifically understands that Broker does NOT represent or negotiate on Seller's behalf. Seller agrees to respond to all written offers and counteroffers directly from buyers or buyer's agents and to negotiate on his/her own behalf.

3. Commission/Flat Fee: Seller understands that the amount of \$_____ is a non-refundable flat listing fee paid to Savvy Lane upon execution of this agreement for the services. Seller acknowledges that Savvy Lane will not earn a commission upon the sale of the property and the fees are limited to the listing fee and the additional listing tools chosen by the Seller. Seller understands and agrees that if a Buyer is represented by a real estate Agent, Seller will pay that Buyer's Agent the percentage of the sale price that was entered by the Seller, in the Listing Input Forms, unless otherwise agreed to in writing. Seller acknowledges that the MLS requires a Buyers Agent Commission to be displayed in the MLS database.

If Seller is approached by a Buyer who is not represented by an Agent, there is no commission involved. Seller is advised to ensure that a Real Estate Agent did not bring the Buyer to the attention of the Seller's property or Seller may be liable for paying a commission to that Agent. In the event of a commission dispute, Seller shall indemnify and hold harmless Savvy Lane from any commission claim.

4. Seller's Duties: Seller agrees to deliver to the Buyer or Buyer's Agent the **Seller Disclosures** (if required), counter offers, notices for removal of conditions involving the sale of their property, as well as other documents involved in the sale of the Seller's property. Seller will be responsible for delivering the title report and making the property available for an appraiser, inspector, Buyers and their Agent.

5. Sale of Property: Seller acknowledges that all offers will either be uploaded to the Seller Savvy Lane account or presented directly to Seller and that Seller shall communicate directly with Buyer or Buyer's Agent. If an offer is presented to Savvy Lane the only obligation will be to forward the offer to the Seller and the Seller's obligation is to respond back directly to Buyer or Buyer's Agent. Savvy Lane strongly encourages Seller to take advantage of the Broker Support available for an additional cost to help review contracts.

Seller must notify Savvy Lane within 24 hours of mutual acceptance of any offer to purchase. Seller shall verify that a complete copy of all signed documents has been delivered to Savvy Lane by document upload, email, mail, or personal delivery within the same 24 hour period. Seller is required to update the status within their account to contingent, pending, and/or sold. Failure to update status in a timely manner (24 hours) will result in MLS fines and/or an administration fee which will be Sellers responsibility.

6. Fines and Penalties: Seller is responsible for all fines or penalties resulting from noncompliance with MLS rules, or fines by municipalities, regarding the accuracy of the listing information and timely status changes. Seller authorizes Savvy Lane to automatically charge the credit card on file, understands that their information will be saved for future transactions, and agrees to an additional \$50 administration fee per violation.

7. Credit Card Authorization and Consent: Seller hereby authorizes Savvy Lane to charge the Seller's credit card for items which include but are not limited to: the listing fee, MLS fines, penalties, change fees, selling and marketing materials, administration fees, etc. Seller acknowledges that these charges may happen without notice and promises to pay for such charges that the Seller incurred.

8. Affiliated Business Arrangement Disclosure: This is to give notice that Savvy Lane, Inc. has business relationships with several companies, which include but are not limited to; Mortgage Providers, Photographers, Post installers, Stagers, Movers, Title & Escrow Services (First American Title Company, a title insurer), etc. in that these companies have ownership and/or a partnership in which there is a financial or other benefit. Seller is NOT required to use any of our Affiliates when obtaining these services or selling or buying a property. There are other service providers available with similar services. You are free to shop around to determine you are receiving the best services and rate for these services.

9. Key Box: The MLS requires the use of an electronic Key Box on all listed improved residential properties **EXCEPT when the Seller excluded** this requirement from the Listing Agreement.

10. Marketing Aids: The sign, sign post, flyer box, key box, and the open house signs are all the property of Savvy Lane or its Affiliates, therefore Seller agrees to pay the replacement cost of these items in the event of loss or damage. Seller also agrees to return the lock box to Savvy Lane within 14 days after property is sold and/or listing expires or is otherwise terminated. Deposits will be promptly refunded upon the return of items. Failure to return the key box in 14 days will result in a forfeit of the deposit.

11. Listing Input/Marketing Remarks: Savvy Lane will input all submitted information to the MLS within 24 hours of receiving data and payment. Detailed description of the property will be under the marketing remarks. It will be displayed to both Agents and to the public and it cannot include phone numbers, web or email addresses, open house, or commission information. Savvy Lane reserves the right to edit the marketing remarks and listing information to be compliant with MLS regulations and Fair Housing Guidelines.

12. Indemnification/Hold Harmless: Seller irrevocably agrees to indemnify and hold harmless Savvy Lane and all its Brokers, licensees, and/or owners involved in the transaction for any claim, demand, cause of action, loss or damage, incurred by them and the defense thereof arising from Seller's failure to comply with any agreements pertaining to the listing and/or sale of the property referenced in this agreement and/or any purchase agreements.

13. Tax and Legal Advice: Seller is informed of the advisability to seek legal and/or tax advice prior to signing any real estate documents or agreement including but not limited to this listing agreement. Seller understands that Savvy Lane has not and does not give legal or tax advice.

14. Changes to the Listing: Seller may cancel, extend, or make changes to their listing at any time online at www.SavvyLane.com. If Seller cancels the listing once the listing is entered into the MLS database, the listing fee is non-refundable regardless of the reason for the cancellation. Savvy Lane reserves the right to cancel a listing if they cannot contact the owner for longer than 48 hours

If you did not select the use of a key box please initial: **No Key Box** required: _____

By signing, I/we, the Seller(s) acknowledge that I/we have read and agree to this Addendum, the Listing Agreement, Savvy Lane's Terms, and Privacy Policy.

Seller's Signature: _____ dddddd Date: _____

Seller's Signature: _____ dddddd Date: _____