



## **Addendum to Commercial & Residential Income Listing Agreement**

(the “Property”)

This addendum shall be incorporated by reference into your Commercial & Residential Income Listing Agreement (the “Agreement”) with Douglas Elliman of California, Inc. (“DE”) as if fully set forth therein. This addendum shall constitute an amendment to said Agreement, with the remainder of said Agreement remaining in full force and effect. Any conflict between this addendum and the Agreement shall be resolved with this addendum controlling.

### **Paragraph 4B of the Agreement is hereby replaced with the following:**

**COMPENSATION TO BROKER:** Seller agrees to pay compensation for services under the Agreement as follows:

- a. **List Side** – \_\_\_\_\_ % of the Property’s final sales price, or as otherwise set forth in Paragraph 4D, to DE as listing broker.
- b. **Buy Side**
  - i. **Buyer Broker** – \_\_\_\_\_ % of the Property’s final sales price to another agent other than your DE listing agent, whether affiliated with DE or another brokerage, who represents the buyer (“Buyer Broker”); or
  - ii. **Direct Deal** – \_\_\_\_\_ % of the Property’s final sales price, or as otherwise set forth in Paragraph 4D, to DE in addition to the List Side Commission, where your DE listing agent also represents the buyer.

**YOU UNDERSTAND THAT COMMISSIONS ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE AND THAT YOU ARE NOT OBLIGATED TO OFFER COMPENSATION TO THE BUYER BROKER.** Seller authorizes DE to market the compensation amount in Buyer Broker section above.

### **Paragraph 19 of the Agreement is hereby replaced with the following:**

**DISPUTE RESOLUTION.** All disputes under this Agreement may only be brought by the parties as individuals and not as a member of a class action or collective arbitration. All disputes shall first be mediated before a mediator selected by DE. If mediation does not result in resolution, the dispute shall be arbitrated in accordance with the Federal Arbitration Act before an arbitrator selected by DE. In any proceeding concerning this agreement, the prevailing party shall recover reasonable attorneys’ fees, arbitration fees, and related costs and expenses. Except where a party seeks injunctive relief, the parties waive their right to proceed in court and to a jury trial. **YOU AND DE AGREE THAT YOU ARE WAIVING YOUR RIGHTS TO PROCEED IN COURT, TO A JURY TRIAL, AND TO PROCEED IN A CLASS ACTION OR COLLECTIVE ARBITRATION.**

By: \_\_\_\_\_  
Authorized DE Signatory (DE Manager or Broker only)

AGREED & ACCEPTED

\_\_\_\_\_  
Assigned DE Associated Licensee:  
BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Seller:

\_\_\_\_\_  
Assigned DE Associated Licensee:  
BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Seller: