

## REAL ESTATE INFORMATION NETWORK, INC.

### ADDENDUM TO NON-REIN EXCLUSIVE MARKETING OR LISTING AGREEMENT (“NRLA”)

It is understood and agreed between the parties to the Agreement that the following terms and conditions shall be incorporated into the Agreement and shall become a part thereof and incorporated therein:

- A. Listing Data & Photos:** Seller, Listing Agent and Listing Firm hereby transfer and assign to REIN all rights of ownership and copyright to all information, including photographs and sketches, submitted to REIN regarding the Property. Seller, Listing Agent and Listing Firm represent and warrant that they are the owners of such information and agree to indemnify and hold REIN harmless for any claim brought against REIN arising out of REIN’s use of such information. Seller, Listing Agent and Listing Firm waive any claims that REIN’s use of the information is unlawful because REIN did not properly obtain rights to use such information. Seller authorizes Listing Agent and Listing Firm to submit information concerning the Property to REIN or any other multiple listing service for publication and Seller, Listing Agent and Listing Firm shall allow such information to be used by REIN or any other entity for any lawful purpose as deemed appropriate by REIN or another entity. Seller, Listing Agent and Listing Firm hereby acknowledge, agree and authorize that information regarding the Property, including offers of cooperation and compensation to Selling Firm shall be made available to all REIN Members, for their authorized use, including distribution in any form to REIN Members’ customers and clients. **The REIN Property Data Input Form and Feature Sheet are attached to and shall become part of this Agreement.**
- B. Advertising:** Seller authorizes Listing Firm to advertise the sale of the Property with any and all advertising and marketing media, including the Internet, solely at the discretion of Listing Firm. Unless otherwise agreed to in writing, Listing Firm shall have no duty to continue to market the Property subsequent to Seller entering into a purchase agreement. Seller acknowledges that while Seller has an exclusive listing with a REIN member firm, Seller is restricted from advertising the Property below the listed price during the term of the listing. Seller’s failure to comply with the above will result in the listing being removed from the REIN system. Unless otherwise noted below, Seller, Listing Agent and Listing Firm acknowledge that information regarding the Property, including the address for mapping purposes, may be made available to the general public via the Internet, through REIN Members’ websites or other means.
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- C. Cooperation:** Seller agrees that all REIN members and licensed real estate brokers or their agents may show the Property and that Seller shall offer cooperation whether the buyer is assisted by a ~~selling subagent~~, buyer broker agent or other licensee acting on behalf of buyer (collectively the “Selling Firm”). Seller agrees to make the Property available for showing at all reasonable hours and to refer to Listing Firm all inquiries relative to the purchase of the Property. The parties shall comply with all local, state and federal laws, rules and regulations in connection with the listing and sale of the Property, including, but not limited to, the U.S. Fair Housing Act. Seller expressly agrees that as consideration for the agreement of REIN to enter the information concerning the Property in its database, REIN and its members shall be entitled to rely on statements and authorizations made by Seller in this NRLA and shall be third party beneficiaries of this NRLA.

**D. REPRESENTATIONS, WARRANTIES AND AGREEMENTS:**

1. **Warranty & Indemnification:** Seller represents and warrants the accuracy of all representations made by Seller to Listing Firm in regard to the Property (including, without limitation, all previous representations and any representation made subsequent to the date hereof and all representations made in the listing Data Input Form made in conjunction with this NRLA and the Agreement), and Seller agrees to indemnify and hold Listing Firm harmless against any and all damage, liability or expense of any kind whatsoever arising from the inaccuracy of or Listing Firm's reliance upon such representations.
2. **Brokerage Fee:** The commission rate and/or fees for the sale, lease or management of real estate is negotiable between each REIN broker member and its client; REIN is not involved, in any way, in the negotiation of such brokerage fees. Seller shall pay the brokerage fee as stated in the Agreement. Seller further acknowledges that the Brokerage Fee shall also be paid by Seller to Listing Firm in the event Seller sells, exchanges or otherwise transfers the Property within ninety (90) days after the expiration or termination of the Listing Period to a person(s) to whom the Property has been shown or negotiated with as a prospective buyer by Listing Firm or other REIN participant. In the event an exclusive listing agreement is entered into by Seller with another licensed real estate firm upon expiration or termination of this NRLA and the Agreement, then the previous sentence shall be null and void.
3. **General Warranty Deed / Seller Representations:**

Except as provided below,

- (i) Seller covenants to convey the Property to the prospective buyer(s) by General Warranty Deed free of all encumbrances, tenancies, and liens for taxes or other matters of any type (except for taxes which are not yet due and payable which will be prorated as of closing), subject however, to any restrictive covenants and easements of record as of the date of this NRLA and the Agreement,
- (ii) Seller represents that Seller has the right to transfer the Property without obtaining the consent or approval of any other party, including without limitation, judgment creditors, lienholders, other lenders or any court, including a bankruptcy court or court having jurisdiction with respect to the distribution of marital property, and
- (iii) Seller represents that Seller has or will have sufficient cash or other liquid funds to make any payments required in order to pay all brokerage fees due and transfer the Property without any liens attaching to the Property.

**Exceptions:**

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If at anytime during the term of this NRLA and the Agreement, the transfer of the Property requires obtaining consent or approval of any other party, including without limitations, judgment creditors, lienholders, other lenders or any court, including a bankruptcy court or court having jurisdiction with respect to the distribution of marital property, Seller authorizes Listing Agent (a) to disclose such requirement in the REIN system and (b) to contact Seller's lender or VA (if applicable) to facilitate sale pursuant to the purchase agreement. Further, if Seller becomes aware of circumstances which make the representations in either (ii) or (iii) above untrue subsequent to signing this NRLA and the Agreement, Seller shall promptly notify Listing Agent of such change in circumstances and Seller authorizes Listing Agent to make the disclosures and contacts as described in the preceding sentence. Seller's disclosure of a change in circumstances as provided in the previous sentence shall not excuse Seller's breach of the representations set forth in this Agreement or paragraph 6.C. of the REIN Purchase Agreement or constitute a defense that Seller has not breached the representations set forth in this NRLA and the Agreement or paragraph 6.C. of the REIN Purchase Agreement.

- E. **SIGNAGE:** Only "For Sale" signs of Listing Firm may be placed on a property listed in REIN. Seller authorizes Listing Firm to place "For Sale" signs on the Property and to remove all other signs. Seller acknowledges that while they have an exclusive listing with a REIN member firm, Seller is restricted from placing their own "For Sale" signs on the Property during the term of the listing. Seller's failure to comply with the above will result in the listing being removed from the REIN system.

- F. OFFER TO PURCHASE:** If an acceptable offer to purchase is made in accordance with the provisions of this NRLA and the Agreement, Seller shall execute the REIN Standard Purchase Agreement, or any other purchase agreement if mutually agreeable to all parties, and be bound by the terms and conditions thereof. Seller  **AUTHORIZES** /  **DOES NOT AUTHORIZE (mark as applicable)** Listing Firm to divulge to other agents, if asked, the existence of other offers. In the event Seller is presented with multiple offers in accordance with the provisions of this NRLA and the Agreement, Seller shall have the option to accept any one (1) of these offers without liability for failing to accept any of the other offers. Seller understands that the terms of the Standard Purchase Agreement obligates Seller to pay a negotiated amount for repairs required by an appraisal, the wood destroying insect infestation and moisture inspection report, a well/septic system report and walk through inspection. Seller shall pay (i) all expenses of deed preparation, the grantor's tax on the deed and all expenses, if any, for removal of title defects and (ii) any Seller contributions as agreed to in a purchase agreement including those fees charged by lender for the specified financing which, by law, a buyer is not permitted to pay.
- G. DEFAULT:** Should Seller refuse to execute such purchase agreement, default in the performance of such purchase agreement, default under the terms and conditions of this NRLA and the Agreement or intentionally interfere with Listing Firm and/or Selling Firm selling the Property, Seller shall be liable to Listing Firm and Selling Firm for the brokerage fee or commission, as defined or described in the Agreement, as if the sale of the Property had been consummated, and for any expenses, including reasonable attorney's fees, incurred by Listing Firm and/or Selling Firm in connection with this NRLA and the Agreement, the sale of the Property, or with the enforcement hereof.
- H. LOCKBOX:** Seller  **DOES** /  **DOES NOT (Check One)** authorize Listing Firm to use the REIN SUPRA Keybox or other REIN authorized keybox ("Keybox") for the marketing of the Property. Seller acknowledges that the Keybox is not designed or intended as a security service. Seller agrees that SUPRA, REIN, Listing Firm, any member firm of REIN or other authorized agents shall not be liable for the unauthorized use of the Keybox and/or unauthorized entry to the Property. Seller agrees that Seller will not hold REIN or any of the member firms responsible or liable for damage or theft to the Property or Seller's personal property located on the Property during the term of this NRLA and the Agreement. Only applies if ordered.
- I. CONFLICTS:** In the event of any conflict between any terms or provisions in this NRLA and the Agreement, the terms and provisions of this NRLA shall control.
- J. NO SELLER-BENEFICIARY:** REIN's Rules and Regulations are intended solely for the benefit of REIN and its broker-members and not for the benefit of Sellers. Sellers shall not have the right to enforce any of REIN's Rules and Regulations against REIN.

**THIS PROPERTY IS OFFERED FOR SALE WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX,  
HANDICAP, FAMILIAL STATUS, ELDERLINESS OR NATIONAL ORIGIN.**