



Michigan Realtors®
Amendment to Exclusive Listing Contract
(For use with Michigan Realtors® Forms B and BB only.)

Exclusive Listing Contract Date: _____

Listing Brokerage Firm: _____

Seller: _____

Property Address: _____

Date of Amendment: _____

Seller and Listing Brokerage Firm ("Brokerage Firm") agree that the Existing Exclusive Listing Contract ("Listing Contract") described above shall be amended as follows:

- 1. LISTING BROKER'S COMPENSATION: Brokerage Firm's fee for services rendered is not set by law and is fully negotiable.** If during the term of this listing anyone produces a buyer ready, willing and able to purchase the Property at the listed price and terms or for any other price, terms or exchange to which Seller consents in writing, Seller agrees to pay Brokerage Firm a fee equal to \$ _____ and a commission equal to _____% of the sale price. FURTHER, if within _____ months after the expiration of this agreement, Seller sells, trades or exchanges the Property to anyone introduced to the Property during the listing term, the stated compensation will be paid by Seller to Brokerage Firm, unless at the time of the sale, the Property is listed with another REALTOR® company. For purposes of this paragraph, "sale" shall include a subsequent sale pursuant to an option granted during the applicable period. It is also agreed that in the event of a trade or exchange, Brokerage Firm is authorized to represent and receive compensation from both parties to the transaction. In the event of litigation involving the compensation to be paid Brokerage Firm pursuant to this agreement, if Broker is the prevailing party, Seller shall reimburse Brokerage Firm for its reasonable attorneys' fees and expenses in connection with such litigation.
- 2. SHARED COMPENSATION WITH BROKER PROCURING BUYER:** Whether the Listing Broker will offer a portion of the Listing Broker's compensation set forth in paragraph 1 above to the brokerage firm producing the buyer is wholly within the Seller's discretion and is not fixed, controlled or recommended by law, the MLS or otherwise. Seller directs Brokerage Firm to (indicate by **initialing**):
 - _____ A. Offer a portion of the listing broker's commission to the brokerage firm producing the buyer while acting as a subagent. Said offer of compensation shall be _____% of the sale price or \$ _____.
 - _____ B. Offer a portion of the listing broker's commission to the brokerage firm producing the buyer while acting as a buyer's agent. Said offer of compensation shall be _____% of the sale price or \$ _____.
 - _____ C. Offer a portion of the listing broker's commission to the brokerage firm producing the buyer while acting as a transaction coordinator or working with the buyer in another non-agency capacity. Said offer of compensation shall be _____% of the sale price or \$ _____.
 - _____ D. Not offer any portion of the listing broker's commission to the brokerage firm producing the buyer.

It is expressly acknowledged that the offer to share compensation, if any, will not be made in any MLS.

3. **SELLER CONCESSIONS:** In addition to the compensation offered by Brokerage Firm pursuant to paragraph 2 above, if any, Seller does does not authorize Brokerage Firm to advise potential buyers and their agents that Seller may be willing to consider Seller concessions. This invitation is contingent upon all other terms of the offer being acceptable to Seller in their sole discretion. This invitation shall shall not be disclosed in the MLS.
4. All other terms of the Listing Contract not expressly changed above shall remain in full force and effect.
5. Seller has read this amendment and acknowledges receipt of a completed copy of this amendment.

Accepted by:

(REALTOR®)

(Seller)

For:

(Brokerage Firm)

(Seller)

Disclaimer: This form is provided as a service of the Michigan REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.