

AMENDMENT TO LISTING AGREEMENT

This amends the Exclusive Listing Agreement ("Agreement") dated _____ between Best Choice Realty, a Washington corporation, (the "Firm") and _____ (the "Seller") concerning the property commonly known as _____ and shall be effective on the date signed below. The Seller and Firm agree that the Parties' Listing Agreement is amended as follows:

1. Seller may engage and contract with a Contractor to stage, repair, alter, modify the Property, or provide other similar services to prepare the Property for sale and provide associated services, materials and equipment to the Seller. Seller agrees that Seller's obligation to pay the Contractor is solely the responsibility of the Seller and acknowledges that Seller's payment of the Contractor is not conditioned upon the Property selling or closing sale for a specific price.
2. The Firm may, with Seller's consent, engage certain Contractors to stage, repair, alter, modify the Property, or provide other similar services to prepare the Property for sale and provide associated services, materials and equipment to the Seller. Such engagement shall be reimbursed by Seller to the Firm or (at the Firm's request) paid directly by Seller to the persons so engaged. Seller's obligation to reimburse the Firm or pay the Contractors directly is not conditioned upon the Property selling or sale closing for a specific price.
3. The Seller agrees that while the Firm, its agents, representatives and employees may have assisted the Seller in locating or selecting a Contractor, the Firm does not and cannot guarantee or be financially responsible for the service, materials and equipment provided by the Contractor. The Seller acknowledges that Seller has exercised their own judgment and due diligence regarding the selection of the Contractor in determining the appropriate scope of work. The Seller agrees that the Firm, its agents, representatives and employees are not responsible for coordinating and scheduling the work of the Contractor and have not made any written or verbal representation as to qualifications, professionalism, quality of work, or other matters so as to cause the Seller to rely upon in making their sole decision to hire the Contractor or determine the scope of the contracted work.
4. The Firm, its agents, representatives, employees shall not be responsible for any loss, theft, bodily or personal injury or damage of any nature and kind whatsoever relating to the Contractor, its employees, or the services and materials provided by the Contractor to the Seller. Buyer agrees that all representations and information regarding the Contractor in the agreement between the Seller and the Contractor are solely the responsibility of the Seller. The firm is not responsible for assuring that Contractor performs its obligations to the Seller. The Seller acknowledges that the Firm, its agents, representatives and employees shall not be responsible to independently investigate or confirm any matter relating to the Contractor, its work, or the agreement between the Seller and the Contractor. The Firm does not guarantee the value, quality or condition of the services, materials or equipment provided by the Contractor or the financial responsibility of the Contractor. Further, the Firm, its agents, representatives and employees do not have the expertise to identify or assess the need for repair, alteration or modification of the Property or its condition. The Seller has determined the Contractor's scope of work by exercising the Seller's due diligence to inspect the Property and to identify the contracted scope of work.
5. The Seller represents to the Firm that Seller is solely responsible for payment to the Contractor. To the extent that the Seller has not paid the Contractor in full for the contracted services, materials or equipment before Closing of any sale, the Seller has been informed by the Contractor that the Contractor may record a Claim of Lien against the Property to secure the Contractor's payment or otherwise make claim for payment from the Seller's proceeds from the sale of the Property. The Firm has referred the Seller to www.lni.wa.gov/TradesLicensing/Contractors/HireCon/Default.asp for information about a Contractor's obligations and lien rights.

Seller _____ Date _____

Best Choice Realty

The Firm

Seller _____ Date _____

By: It Authorized Agent

