

Broker Exclusion Clause

File # _____

Owner's Name: _____

Property Address: _____

To increase the opportunity of receiving the best possible price for your home, we recommend that you list your property with a reliable real estate broker. However, to provide for cancellation of the listing agreement, and protection from having to pay a broker's commission if you utilize the Home Sale Assistance program, this clause must be included in any listing agreement.

Take this clause to your listing agent and have it included in your Listing Agreement.

This addendum shall override any conflicting clauses or statements in the Listing Agreement.

1. The real estate agent/broker expressly acknowledges and agrees that the seller(s)/owner(s) hereby reserve the right:

To sell the property to Cartus Corporation or any affiliate of Cartus Corporation ("Cartus") at any time, and in such event, this Listing Agreement is deemed cancelled with no obligation for payment of a commission or continuance of the listing thereafter; or

To turn over or assign any acceptable written offer hereunder to Cartus for negotiation, completion, and closing, with payment of commission being the obligation of Cartus.

No commission or compensation shall be earned by, or be due and payable to, the real estate agent/broker until a sale has been consummated, the deed delivered to the buyer(s), and the purchase price delivered to the seller(s)/owner(s) or to Cartus.

No monies above and beyond the percentage commission rate specified in the listing agreement will be paid to the real estate agent/broker for any reason.

2. The real estate agent/broker agrees to provide Cartus or its designate such information with regard to any prospective buyer(s) as may be necessary for Cartus to determine that an offer is bona fide; that the prospective buyer(s) can reasonably be expected to qualify for any mortgage or other loan required to consummate the purchase and sale; or that the prospective buyer(s) can perform any other term or condition of any offer, counteroffer, or prospective contract.
3. In all e-mail/text communications with buyers and their agents and representatives, agent/broker shall ensure that it includes a clear statement that e-mail/text communications are not binding. Sample language: ***E-mails are for information and negotiation purposes only. No agreement to buy or sell the subject real estate will be binding unless and until Cartus has signed a contract.***

Real Estate Broker/Authorized Broker's Representative

Date