

Listing Agreement Addendum

**Listing Agreement Addendum
35365 Prairie Rd, Wildomar Ca 92595**

This agreement, by and between Agent James R. Farol (“Listing Agent”) and Owner Douglas R. Darling (“Seller”), owner of the above referenced property, sets forth the understanding by which Listing Agent shall conduct an Online Marketing, Offer Management, and Bidding Process for the property on EQHomeMarket.com. This agreement shall be attached to and shall become part of the current and active Listing Agreement by and between the Listing Agent and the Seller. The terms of the agreement are as follows:

EQHomeMarket.com is an online Marketing, Offer Management, and Bidding Platform owned by Equity Home Market, Llc. Listing Agent shall be granted the Right to Market the property listed above during the twenty-one (21) day timeframe that the property is up for bid on EQHomeMarket.com. If the property is sold during this timeframe through EQHomeMarket.com’s online platform, EQHomeMarket.com shall be due a fee, as described below.

1. The online Marketing, Offer Management, and Bidding Process shall begin approximately one to two business days after the property is loaded into the EQHomeMarket.com platform.
2. The property shall be sold subject to an undisclosed minimum reserve price. The reserve price shall be programmed into the EQHomeMarket.com online bidding platform. Seller agrees that if the bid price equals or surpasses the reserve price of \$390,000, the property shall be sold to the bidder with the best overall offer at the conclusion of the online event.
3. Seller acknowledges that an Opening Bid amount, which shall be less than the reserve price for the property, shall be set for the property. Seller agrees that the Opening Bid amount and the current list price of \$380,000 may be advertised during the marketing period on EQHomeMarket.com as an Opening Bid on the MLS, and other real estate advertising platforms.
4. Seller agrees that Equity Home Market, Llc shall be paid an “Internet Transaction Fee” of one percent (1%) for the sale of the property. This “Internet Transaction Fee” will be deducted from the Listing Agent’s Sales Commission. Equity Home Market, Llc shall be paid its “Internet Transaction” fee at the closing through escrow. If the Seller or the Seller’s listing agent negotiate a sale separate from the online marketing, offer management, and auction event, but during the marketing period, Seller agrees to pay Equity Home Market, Llc \$0.

5. Should the property's reserve price not be met during the twenty-one (21) day auction timeframe, EQHomeMarket.com's exclusivity regarding registered bidders shall extend an additional 60 days after the Exclusive Right to Market has ended. If a EQHomeMarket.com bidder contracts to purchase the property after the conclusion of the auction but during EQHomeMarket.com's additional 60 days of exclusivity, that listing agent is required to pay the 1% "Internet Transaction Fee" to Equity Home Market, Llc.
6. Seller agrees to pay a 5% Commission, as defined in the current Listing Agreement, to their Listing Agent through the close of escrow.
7. If a Buyer is represented by their own agent, separate from the Listing Agent, then the Buyer's Agent will be paid a 2.5% Commission by a 2.5% "Buyer's Premium" which is automatically included in the Buyer's maximum Offer and Purchase Price. If there is not a Buyer's Agent involved, then the 2.5% "Buyer's Premium" will be credited back to the Seller.
8. It is agreed and understood that EQHomeMarket.com has not represented that any particular bid or sales price may be achieved and has not warranted that any specific number of bids shall be received.
9. EQHomeMarket.com requires that each and every registered bidder gets prequalified by a licensed lender, prior to being able to place offers or bids in the system.

If this is acceptable to the Seller and the Listing Agent of the Property, please indicate by signing below:

Seller/Owner:

Owner Name, Owner
Date: _____

Listing Agent:

Agent Name, Company Name
Date: _____