

Agent Accountability Addendum

This is an Addendum to the Listing Agreement dated: _____ for the sale of the property at _____ ("Property") by and between _____ ("Seller") and eXp Realty ("Broker") acting through its Agent Sean Engmann CA DRE #02117899 ("Agent") (collectively "the Parties") to incorporate Agent Accountability Programs to ensure accountability to the Seller.

1. Accountability Programs. The following programs shall be in effect if the box is checked ("Programs").

- Top Dollar Program.** _____ ("Top Dollar"). In the event that the gross sales price before any concessions, commissions or closing costs ("Final Sales Price") is less than the Top Dollar amount listed in this section, Broker's commission shall be reduced by the amount shown in Exhibit A for each full 1.00% (one percent) by which the Final Sales Price is lower than the Top Dollar amount based upon the corresponding Top Dollar amount. If the Final Sales Price is less than Top Dollar by any amount less than 1.00%, for the purposes of this Addendum the Final Sales Price shall be deemed to be 1.00% below the Top Dollar amount.

2. Additional Terms

- 2.1 The Parties agree that the maximum combined total commission reduction under all Programs in this Addendum is the amount shown in Exhibit A for the corresponding Top Dollar amount.
- 2.2 All commission reductions will be made in the form of a credit to Seller at close of escrow.

3. Limitation of Liability.

- 3.1 Neither Broker nor Agent shall be liable for payments under the Programs if the Property does not sell while the Listing Agreement is active, or if, for any reason, Sean Engmann is removed as listing agent.
- 3.2 The Parties agree that the combined liability of Broker and Agent shall not exceed \$25,000 and Agent agrees to sign an indemnity agreement promising to indemnify and hold Designated Managing Broker and eXp Realty harmless from any lawsuit that is filed where the 'Addendum' is involved.

4. Property Condition.

- 4.1 Participation in these Programs is based on the Property's known condition as of the date this Addendum is signed. If a previously unknown and undisclosed material issue is discovered that significantly affects the Property's marketability Broker may cancel this Addendum at Broker's sole discretion upon written notice to Seller within 5 days of discovery of the material issue. Examples of such issues may include but are not limited to: the discovery of the need for a new roof or foundation, the presence of mold, or evidence of illegal activity.
- 4.2 Seller agrees to order and pay for a General Home Inspection, a Pest Inspection and any additional inspections recommended by the inspection reports within 10 business days of signing this Addendum unless Seller has previously provided reports conducted within the past 3 months. In the event Seller fails to order or provide inspection reports within 10 business

days, Broker may cancel this Addendum at Broker's sole discretion upon written notice to Seller no later than 15 business days from the date of execution of this Addendum.

5. Participation and Quick and Free Exit Guarantee.

5.1 Participation in this program is voluntary and agreeing to this Addendum is not a condition for listing the Property with Broker or using Agent as listing agent.

5.2 Seller may cancel this Addendum or the Listing Agreement at any time, for any reason by providing written notice to Agent. No commissions, fees or penalties will be charged and Seller will not be responsible for any expenses unless separately agreed in writing.

6. Term, Termination and Effect of Termination.

6.1 The term of this Addendum shall commence on the date of execution and remain in effect for the duration of the Listing Agreement unless terminated by Broker pursuant to Paragraph 4 or by Seller pursuant to Paragraph 5.

6.2 This Addendum will terminate automatically without further action by either party upon any of the following events:

(a) The expiration or termination of the Listing Agreement between Seller and Broker for any reason.

(b) Sean Engmann is removed as the listing agent for any reason.

6.3 If, in Agent's judgment, Seller fails to act in good faith to cooperate with the sale of Property, Agent shall provide notice to Seller in writing. If after Agent's notice, Agent still determines Seller is not acting in good faith to sell Property, Broker may cancel this Addendum by providing written notice to Seller. Examples of failing to act in good faith include: not making the home available or presentable for showings, failing to provide disclosures in a timely manner, being present during open houses or private showings and speaking to prospective buyers and/or their agents.

6.4 Upon termination all obligations of Agent or Broker under this Addendum are null and void, including any commission reductions. Termination of this Addendum shall have no impact on the Listing Agreement.

Seller
_____ Date: _____

Seller
_____ Date: _____

Broker
_____ Date: _____

Sean Engmann – CA DRE# 02117899

Exhibit A

Top Dollar Amount	Commission Reduction per full % point below Top Dollar	Maximum Credit
Under \$650,000	\$100	\$2,500
\$650,000 - \$1,249,999	\$200	\$5,000
\$1,250,000 - \$1,999,999	\$500	\$10,000
\$2,000,000 - \$2,499,999	\$500	\$15,000
\$2,500,000 - \$2,999,999	\$800	\$20,000
\$3,000,000 and Above	\$1,000	\$25,000