

**SHORT SALE ADDENDUM TO
EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT**

This Addendum is an integral part of the Exclusive Right to Sell Listing Agreement ("Listing Agreement") between _____ ("Seller") and _____ **Startpoint Realty** ("Broker") dated _____, _____ regarding property described as _____ ("Premises"). In the event this Addendum conflicts with the standard form section of the Listing Agreement, then this Addendum shall control.

1. Acknowledgement of Short Sale. Seller acknowledges that the Broker has advised the Seller that the current fair market value of the property may be insufficient to discharge all debts and obligations secured by liens on the Premises as well as to pay brokers' fees, transfer taxes and other customary and necessary costs of sale. Seller is aware that sale of the Premises is likely to require approval by one or more lienholders, and that a lienholder is not obligated to approve the terms of the sale to the extent the lienholder is not paid in full.
2. Broker Not Liable for Lender Decisions. Seller is aware that lienholders are not within the Broker's control. Broker shall not be liable for any loss, damage or harm to the Seller resulting from: (a) Broker's communications with a lienholder; (b) a lienholder's rejection of the short sale terms; (c) failure of a lienholder to make a decision in a timely manner; or (d) imposition of terms or conditions by a lienholder.
3. Alternatives to Short Sale. Broker has advised the Seller that alternatives to a short sale may be available, including but not limited to the following: (a) forbearance agreements or repayment plans with the Seller's lender(s); (b) loan modification; (c) refinancing programs, either with the Seller's lender(s) or with other lenders; (d) bankruptcy; (e) voluntary deed in lieu of foreclosure. Broker has further advised the Seller that the Seller may wish to consult an attorney and/or tax advisor to discuss the possible credit and tax ramifications of a short sale. Seller is aware that Broker can provide neither tax advice nor legal advice.
4. Authorization to Disclose Short Sale Status. Seller hereby authorizes the Broker to identify the property as a short sale in marketing materials and in the listing of the Premises with the appropriate multiple listing service ("MLS"). Broker is further authorized to disclose to prospective buyers and their agents that terms of the sale may be subject to lender approval and that the transaction is likely to be a short sale. Broker shall have no liability for any loss, damage or harm to the Seller from any such communication.
5. Authorization to Contact Lenders Regarding Short Sale. Seller hereby authorizes the Broker to communicate with Seller's lienholder(s) regarding the details of Seller's loan and the possibility of the lienholder accepting less than the total amount owed in exchange for a release of the lien.
6. Seller's Duties. Seller hereby agrees to cooperate with Broker's efforts to negotiate a reduced payoff amount by executing or providing any documentation required by Seller's lienholder in order to review or process the short payoff request. Such documentation may include, but is not limited to, the following: appraisal, copies of tax returns, pay stubs, bank statements, statement of assets, medical statements, or documentation to establish a hardship. Seller agrees to respond to Broker's requests promptly, accurately and fully. Broker shall not be responsible for an adverse decision (or the failure to make a decision in a timely manner) by a lienholder. Broker shall not be responsible to verify any information provided by Seller and Seller agrees to indemnify, defend and hold Broker harmless for same.

Date: _____

Broker or Authorized Representative

Seller or Authorized Representative