

**BMO Harris Bank N.A.**

**Short Sale Listing Contract Addendum**

Dated: \_\_\_\_\_

BMO/Harris Loan Number(s) \_\_\_\_\_

Seller: \_\_\_\_\_ Seller: \_\_\_\_\_

Property: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

This Addendum to the Listing contract (the "Addendum") entered into and effective as of \_\_\_/\_\_\_/\_\_\_ by and between, seller(s) identified above ("Seller") and \_\_\_\_\_, ("the Broker") (collectively hereinafter referred to as "the Parties") and shall be deemed to amend, modify, and supplement that certain Listing Contract dated \_\_\_/\_\_\_/\_\_\_ by and between Seller and the Broker.

1. The Parties acknowledge and agree that BMO Harris Bank N.A. and its Subsidiaries is not the property seller, but only the mortgage lien holder(s) or servicer acting on behalf of the mortgage lien holder, accepting less than the balance owed to facilitate a short sale purchase transaction of property identified above ("Property") as an alternative to foreclosure. BMO Harris Bank N.A or its subsidiaries is in no way responsible for paying any real estate commission.
2. Broker acknowledges and agrees that he or she has a valid, current real estate license issued by the appropriate authority within the State that Property is listed for sale.
3. Broker acknowledges and agrees that the Seller may cancel the Listing Agreement prior to the ending date of the listing period without advance notice to the Listing Agent and without payment of a commission or any other consideration or recourse if the property is conveyed to the mortgage lien holder(s) or servicer acting on behalf of the lien holder.
4. Broker acknowledges and agrees that cancellation and contingency clauses must be included in listing and sale agreements notifying prospective buyer that the sale is subject to approval by the mortgage lien holder(s) or servicer acting on behalf of the lien holder.
5. Broker representing Seller acknowledges and agrees that, in his or her professional opinion, Property will be listed on the appropriate local Multiple Listing Service at a listing price intended to generate open market competitive offers to purchase Property and not at an artificially low or high listing price. Broker representing Seller further acknowledges and agrees that his or her marketing efforts are in fact and "in spirit" aimed toward maximizing the selling price of Property from a ready, willing and able buyer. Broker will not engage in

any conduct that restricts or limits offers from buyers, including but not limited to requiring cash offers, using disparaging language regarding the mortgage lien holder(s), property or tenants, or unreasonably restricting access.

6. Broker representing Seller acknowledges that he or she will make Seller aware of all offers to purchase Property that Broker received during the listing period and that he or she will not coerce, harass or improperly influence Seller in selecting a buyer for Property or in agreeing to terms and conditions of the purchase contract.
7. Broker acknowledges and agrees that Broker will not engage in appraisal fraud, flipping (a predatory lending practice whereby a recently acquired property is resold for a considerable profit with an artificially inflated value within a short period of time as defined by the Federal Bureau of Investigation), identity theft and/or straw buying. **Broker will disclose all agreements or understandings relating to the current listing or subsequent listing of Property of which Broker is aware or should be aware. Broker is not aware of any other agreements or understandings that call for the subsequent sale of the Property within 60 days of a current listing, the assignment of property to the Seller or the option for Seller to purchase.**
8. **Broker acknowledges and agrees that he or she will not receive any compensation, remuneration or benefit from the sale of Property other than what has been disclosed in Broker's listing contract with Seller. Further Broker acknowledges and agrees that he or she does not have any agreement to receive any compensation, remuneration or benefit other than that which will be disclosed in the preliminary and certified HUD-1 closing settlement statements. Broker will disclose any arrangements for compensation or other remuneration to Seller, Buyer, Broker or other lien holders, either directly or indirectly related to the sale of Property that has been or will be paid outside the official terms of closing as presented in the purchase contract and the preliminary and certified HUD-1 closing settlement statements.**
9. Broker acknowledges and agrees that he or she will disclose to BMO Harris Bank N.A and its Subsidiaries any and all known relationships between Seller and any potential buyer, including but not limited to ownership interest in or relationship to Seller's company and/or employer, and further acknowledges that he or she will disclose any other existing business relationship with any potential buyer and/or Seller other than the purchase of Property according to terms and conditions of the purchase contract.
10. Broker acknowledges and agrees that any misrepresentation or omission of a material fact may subject the responsible party to liability.

11. Broker acknowledges and agrees that should there be a conflict between the listing agreement with Seller and this Addendum, the Addendum shall govern.

Broker Representing Seller

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_

State License Number: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_

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