

# CO-BROKER LISTING BROKER ADDENDUM

[www.WashingtonAttorneyBroker.com/listing-broker-co-broker-addendum](http://www.WashingtonAttorneyBroker.com/listing-broker-co-broker-addendum)

## Preliminaries

A. Seller:

\_\_\_\_\_

\_\_\_\_\_

B. Primary Listing Broker: \_\_\_\_\_

\_\_\_\_\_

Associated with \_\_\_\_\_ (real estate office)

C. Ancillary Listing Co-Broker and Attorney: James Robert Deal, DOL 27330, NWMLS 90655, eXp Realty, 2815 Elliott Avenue, Suite 100, Seattle WA 98121, 888-317-5197, Direct Line 425-774-6611, Cell and Text Line 425-670-1405, email: [James@JamesDeal.com](mailto:James@JamesDeal.com), WSBA 8103, referred to as "Deal".

d. This Co-Broker Listing Broker Addendum relates back to and is an addendum to Form 1A Exclusive Sale and Listing Agreement and the 1C Listing Agreement Addendum.

## Services to be Provided

As Ancillary Co-broker, Deal agrees to perform the following work:

Deal agrees to provide comprehensive legal review of all documents involved in this transaction, to advise the seller and the Primary Listing Broker regarding legal issues, and to respond and communicate with the buyer's lawyer if the buyer has one.

Deal agrees to draft all documents for a seller-financed, wrap-around transaction.

Deal agrees to draft all documents prepared for this transaction or to review and revise them if the Primary Broker has already prepared a draft.

Deal agrees to assist the Seller and the Primary Listing Broker in obtaining the best price possible.

Deal agrees to follow the transaction all the way through from initial signing to closing.

Deal agrees to review and advise the Seller regarding the purchase agreement, the title report, the Form 17 property condition disclosure, all offers and counter offers, all inspection documents, and all closing documents.

Deal's commitment extends to all legal issues directly related to this listing and sale.

Deal is available until 8 PM if his help is needed. Deal is available on weekends and holidays regarding issues that cannot wait until the next business day.

However, Deal does not agree to appear in any suits, arbitrations, or mediations. If conflicts arise, Deal will try to help resolve them without litigation. If litigation does arise, Deal will help the Seller select a litigation attorney and help the litigation attorney to gather needed information.

Deal will work for Sellers with the assumption that they want to sell. If a Seller decides to back out of a purchase agreement after signing it, the Seller will have to retain another attorney to help the Seller do that.

eXp Realty carries errors and omissions insurance which covers me as a real estate broker. I carry errors and omissions on my own which covers my work as an attorney.

### **The Co-Broker Agreement**

The Seller agrees to pay to the Primary Listing Broker the percentage listed in the Form 1A and/or Form 1/C standard listing agreement or the following commission

\_\_\_\_\_

The Seller agrees to pay to eXp Realty at closing a listing co-brokerage commission of \_\_\_\_\_ percent of the sale price or a flat fee of \$\_\_\_\_\_.

Deal's commission as an ancillary listing co-broker is payable at closing.

Deal's commission as an ancillary listing co-broker is separate from and in addition to the standard listing commission payable to the listing broker.

The Seller agrees to pay James Robert Deal Attorney PLLC a legal fee of \$\_\_\_\_\_ per hour or a flat fee payable at closing of \$\_\_\_\_\_.

### Mutual Cooperation – Non-Competition

The Seller, the Primary Listing Broker, and Deal are all signing this agreement to confirm that we all agree to work together in a professional manner as spelled out in this Co-Brokerage Listing Addendum.

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

\_\_\_\_\_  
Primary Listing Broker  
Date: \_\_\_\_\_

\_\_\_\_\_  
James Robert Deal, Ancillary Co-Broker  
Date: \_\_\_\_\_