



Amendment to the Listing Contract and Agency Disclosure

THIS AGREEMENT entered into on the _____ day of _____ 20____ by and between, RealtyBidNow.com LLC., and _____ (Seller), on that certain property described as,

_____ (Property)

1. **TERMS OF LISTING.** The seller and listing company agree to enter into an agreement with RealtyBidNow.com LLC. Starting on the date listed above and ending on _____ (Date), to conduct an auction on the described property, which is currently listed with the listing company. The auction schedule will be provided for dates of online auction. **Listing company agrees to note the auction and starting bid on multiple listing services within 24hrs of this auction.**
2. **TRANSACTION FEE.** All parties acknowledge 1.5% is payable at closing to RealtyBidNow.com for online service which is the premium paid by buyer added to the sales price at contract.
3. **BROKERAGE FEE.** During the life of this contract should RealtyBidNow.com LLC., the Listing Company and/or Listing Agent, or any other agent find a party who is ready willing and able to buy said property or any part thereof, at a price acceptable to the seller, seller agrees to pay a total commission of _____% of the sales price. The commission percentage of _____% shall go to the listing company and _____% to the buyer's agent. It is understood by the seller and the listing company that any unregistered buyers online or at the live auction shall be represented by RealtyBidNow.com LLC. In the case were RealtyBidNow.com LLC. represents the buyer and is paid a 3% commission for representing the buyer.
4. **PROTECTION PERIOD.** Should property be sold within 3 months after the expiration of this contract to any party to whom the property was offered or shown by RealtyBidNow.com LLC. ,seller, or any other party during the term of this listing contract, seller agrees to pay the total commission referenced in section 2.
5. **SELLER WARRANTIES/DISCLOSURES.** The seller warrants to RealtyBidNow.com LLC. that the individual (s) or entity listed above as the "seller" represents all of the record owners of the property. The seller warrants that it has marketable title and an established right to sell, lease, or exchange the property. The

seller agrees to execute the necessary documents of conveyance. The seller agrees to furnish buyer with good and marketable title, and to pay at settlement, for a standard coverage owner's policy of title insurance for the buyer in the amount of the purchase price. The seller agrees to fully inform the Seller's Agent regarding the Seller's knowledge of the condition of the property. Upon signing of this listing agreement, the Seller agrees to personally complete and sign a Seller's Property Condition Disclosure Form. The Seller agrees to indemnify and hold harmless the Seller's agent and the Company against any claims that may arise from: (I) the Seller providing incorrect or inaccurate information regarding the Property;(ii) the Seller failing to disclose material information regarding the property,including, but not limited to, the condition of all appliances; the condition of heating,plumbing,and electrical fixtures and equipment; sewer problems; moisture or other problems with the roof or foundation; the availability and location of the utilities; and the location of property lines; and(iii)any injuries from any unsafe conditions within the property.

6. **AGENCY RELATIONSHIP.** By signing the listing agreement, the seller designates the seller's agent and the Brokerage company RealtyBidNow.com LLC, as agents for the seller to locate a buyer for the property. As agent for the seller, there is fiduciary duties to the seller that include loyalty, full confidentiality and full disclosure of all information know as an agent.
7. **PROFESSIONAL ADVICE.** RealtyBidNow.com LLC. and the seller's agent are trained in the marketing of real estate. Neither the company nor its agents are trained or licensed to provide the seller or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the property.
8. **REAL ESTATE AUCTION.** Seller agrees to have RealtyBidNow.com conduct a real estate auction for the said property to obtain the highest and best price that the public is willing to offer for the property under the advertised terms and conditions of the sale. It is understood that the final bid price is subject to the acceptance of the seller(s) within 24hrs days after the auction.In the case of a short sale, the lender will have 48hrs from the offer date to approve the short sale.
9. **TERMS AND CONDITIONS.** The terms and conditions of the auction shall include the following:
 - a. RealtyBidNow.com LLC. will offer the property as represented by the seller(s) on all listing forms and disclosures
 - b. Seller(s) agree to provide preliminary title report prior to auction and a paid policy of title insurance to the purchaser in the amount of the purchase price at the closing.
 - c. The successful bidder upon entering into the Real Estate Purchase Contract will be required to submit a minimum of \$2,500 or 5% of the purchase price(whichever is greater),and this shall represent their non refundable deposit on the property.
 - d. The balance of the purchase price will be due and payable by buyer at closing which shall be no later than thirty days after seller(s) accepts the offer.
 - e. All normal closing costs will be paid by respective parties per the terms agreed by both parties.

10. SELLER AUTHORIZATIONS. Seller authorizes and agrees to pay RealtyBidNow.com LLC. the Auction fee (see options below) to advertise, promote, and conduct the auction on the property. Such advertising and marketing is based on the option the seller chooses (circle one option below and see Summary of Services for details).

OPTION 1 (\$150) Georgia
OPTION 2 (\$395) Georgia

(\$250) Out of State
(\$495) Out of State

Seller agrees to allow online bidding price to start with a nominal starting price of \$_____, which may also be posted on other sites.

Sellers reserve price: \$_____.

Sellers buy now price \$_____. (other properties section)

Please Note Payment for Services is to be paid online at payment center.

Seller acknowledges that the property will be advertised and placed RealtyBidNow.com LLC. online auction system which will allow buyers to bid online.

All parties agrees to the following:

- a. Install appropriate signage on the property
- b. List property on several internet sites, which includes Multiple listing Services
- c. Allow the use of a lock box on the property.
- d. RealtyBidNow.com LLC. or affiliated Listing agent will hold a min. of 1 open house on the property to be discussed at a future date.

11. NO GUARANTEE. RealtyBidNow.com LLC. does not in any way guarantee or make any promises as to the results of the auction and marketing efforts. Seller understands and agrees that this real estate auction is simply an alternative method to market and sell the property.

12. BUYER DEFAULT. In the event the buyer defaults, the sole remedy for the seller(s) shall be the forfeiture of the buyer's deposit. Such deposit will be divided equally between the seller(s) and Listing agent and RealtyBidNow.com LLC. as liquidated damages.

Signature Page

THE UNDERSIGNED seller does hereby agree to the terms of this agreement.

Seller's Signature

Email/Phone

Date

ACCEPTED BY REALTYBIDNOW.com LLC

By: _____ **Authorized Seller's Agent**
_____ **date**
By: _____ **Principal/Broker**
_____ **date**
By: _____ **Listing Company**
_____ **date**

Revised 9/25/2009