

**ADDENDUM TO LISTING AGREEMENT  
FOR SHORT SALE ASSISTANCE**

This Addendum, to that certain Listing Agreement dated \_\_\_\_\_, by and between \_\_\_\_\_ “Seller” and \_\_\_\_\_, “Broker” of **(w)here, Inc.**, is intended to incorporate Seller’s request and agreement that **(w)here, Inc.** attempt to negotiate a short sale on Seller’s property, commonly known as:

\_\_\_\_\_.

Seller consents, and requests, that **(w)here, Inc.**, its agents, contractors, employees, and successors negotiate a short sale of the subject property. Seller acknowledges that the property may currently be in foreclosure and Seller may be in arrears on monthly payments to Seller’s lienholder(s). Seller further acknowledges that a sale will result in zero (\$0.00) net proceeds at closing (if a short sale occurs), unless otherwise authorized by the lender(s) approving the short sale.

Seller acknowledges that there is no guarantee that a successful short sale can be achieved through **(w)here, Inc.**’s negotiation. Seller understands that any discount negotiated is at the lender(s)’ sole discretion and is not within **(w)here, Inc.**’s control. If negotiations are unsuccessful, and/or the parties cannot close and consequently the property is sold through foreclosure, Seller agrees to hold harmless **(w)here, Inc.**, its agents, successors, employees and all other persons, corporations, firms or other entities thereof, from any and all claims or actions including, but not limited to, those arising from negligence, breach of fiduciary duty or breach of contract and any resulting damages, costs, loss of service, expenses and compensation whatsoever, which Seller now has or may have, whether known or unknown, foreseen or unforeseen, from the failure of the sale of the subject property.

Seller acknowledges that, in some cases, the lender(s) with whom **(w)here, Inc.** negotiates will require Seller to pay any deficiency between the sales price and what was owed to the lender(s). In the event the short sale is successful and there is no deficiency, the discount received may become a taxable event to Seller. This may or may not be disclosed by the lender(s). Seller acknowledges that Seller has been advised to seek the advice of a tax counselor on this issue.

**(w)here, Inc.** is not acting as a foreclosure consultant and has not promised that it would guarantee payments, guarantee to bring the loans(s) current, nor guarantee that the property will be paid off or kept out of foreclosure or stopped from an impending foreclosure. Seller has been made aware of, and understands and agrees, that **(w)here, Inc.** is merely assisting with a short sale negotiation, and is not acting as a foreclosure consultant. Seller acknowledges that Seller has been advised to seek competent legal, tax and/or accounting advice concerning this agreement and any agreement negotiated for a short sale of the subject property. By signing this document, Seller agrees to all conditions herein.

Seller further acknowledges and agrees that Seller will not accept for review, consideration or acknowledgment, nor approve any offer where the Short Sales – Brief Summary (for Buyers) has not been signed by both the Buyer and the Buyer’s agent, if any. **(w)here, Inc.** is hereby instructed by Seller not to present any offer without the Short Sales – Brief Summary (for Buyers) signed by the above parties. Seller further agrees that Seller has read, understood and signed the Short Sales – Brief Summary (for Sellers).

**EXECUTED AS OF THE ABOVE DATE:**

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
SELLER

**(w)here, Inc.**

By: \_\_\_\_\_  
Its Authorized Agent

\_\_\_\_\_  
BROKER