



TERMINATION/TEMPORARY SUSPENSION OF LISTING AGREEMENT (Modifying Exclusive Right to Sell Listing Agreement)

The following change is made to the Listing Agreement between the Seller and Firm named below:

RE: MLS List # _____ Address _____

Firm Name _____ Listing Broker Name _____

(Check applicable box)

- Mutual Agreement for Early Termination **without** continuing obligations. Seller and Firm agree that the Listing Agreement is terminated as of the Termination Date stated below and that neither has any continuing obligation to the other, including any potential obligation to pay a commission. (Signatures of all Sellers and Firm's Broker required).

TERMINATION DATE: _____

- Mutual Agreement for Early Termination **with** continuing commission obligation. Seller and Firm agree that the Listing Agreement is terminated as of the Termination Date stated below. Despite such termination, however, commission shall continue to be payable to Firm in accordance with the Listing Agreement if, within _____ days (180 if not filled in) of the Termination Date stated below, Seller Sells or contracts to Sell any interest in the Property (as defined in the Listing Agreement) and commission would be payable under the second paragraph of Section 4 of the Listing Agreement.

TERMINATION DATE: _____

- Early Termination upon Demand of Seller. Seller has demanded termination of the Listing Agreement as of the Termination Date stated below and Firm has granted the termination, reserving any rights Firm may have in the event of a cancellation by Seller without legal cause. (Signature of Firm's Broker required, all Sellers' signatures requested.)

TERMINATION DATE: _____

- Temporarily Off Market. Seller and Firm agree that the Property shall be taken off the market temporarily, such that no active marketing activity shall be conducted at this time. Seller and Firm agree that the relationship between them shall continue to exist, and all rights to commission and other terms and provisions of the Listing Agreement shall continue to apply. (Signatures of at least one Seller or Firm's Broker required.)

OFF MARKET DATE: _____

FIRM COMPENSATION. In consideration of the early listing termination/removal of the Property from the market, as provided above, and/or work performed by Firm or its brokers, and/or expenses incurred by Firm or its brokers on Seller's behalf, Seller has paid to Firm \$ _____ (nothing if not filled in) at the time of executing this document. This amount will will not (will if neither box is checked) be credited toward any commission paid to Firm in connection with the Listing Agreement and Property, in accordance with the above.

NOTICE TO SELLER: THIS IS A LEGAL AND BINDING CONTRACT. IF SELLER DOES NOT UNDERSTAND ANY PORTION OF THIS AGREEMENT, SELLER IS ADVISED TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING. SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Firm's Broker Signature *Date*

Seller Signature *Date*

NOTE: The Spokane Association of REALTORS® is not a party to the Exclusive Right to Sell Listing Agreement, and the Association's MLS is not to receive this agreement.

Seller Signature *Date*

Phone:

Fax: