

**SELLER/LANDLORD AGREEMENT AND CONSENT TO DUAL AGENCY
ADDENDUM TO LISTING CONTRACT
MARYLAND**

This Addendum to Exclusive Right to Sell Listing Contract made this _____ day of _____, _____, by and between Coldwell Banker Residential Brokerage ("Broker") and _____ ("Seller[s]") for the real property known _____ as: _____

_____ ("Property"). Broker and Seller hereby amend the Exclusive Right to Sell Listing Contract, dated _____ by and between the parties as follows: (As used herein, the term "Seller" shall also mean "Landlord", the term "Buyer" shall also mean "Tenant", and the terms "Sell", "Buy" or "Purchase" shall also mean "Lease".)

I. DUAL AGENCY AUTHORIZATION AND CONSENT

A. DUAL AGENCY REPRESENTATION

Seller acknowledges that the Broker and Sales Associates affiliated with the Broker regularly represent prospective Buyers in the location and acquisition of property for sale. In this capacity, the Broker and Sales Associates affiliated with the Broker represent the interests of the Buyers of such property.

In the event that a Buyer represented by the Broker considers purchasing the Property the Seller has listed with the Broker, the Seller acknowledges that the Broker will represent both the Seller and the Buyer of the listed property. Under no circumstances, however, shall an individual Sales Associate licensed with the Broker represent both the Seller and the Buyer in connection with a property that is also listed by that same Sales Associate. Instead, another Sales Associate licensed with the Broker will be appointed by the Broker as an intra-company agent to represent the Buyer. The listing agent will be an intra-company agent representing the Seller and will provide the Seller with the same services as an exclusive agent of the Seller, including advising the Seller as to price and negotiating strategy.

When the Sales Associate representing the Buyer is not the listing agent for other properties listed with the Broker, the Broker will be the dual agent and the Sales Associate representing the Buyer will be an intra-company agent on behalf of the Buyer. The listing agent will be an intra-company agent representing the Seller and will provide the Seller with the same services as an exclusive agent of the Seller, including advising the Seller as to price and negotiation strategy.

Should a Buyer represented by the Broker elect to consider purchasing the Property that the Seller has listed with the Broker, the Broker shall advise the Seller that it represents a prospective Buyer of the Property. In such an event, the Seller will be provided with a Consent for Dual Agency form for their review and signature. The Consent for Dual Agency form is prepared by the Maryland Real Estate Commission in accordance with Maryland law. A copy of the Consent for Dual Agency form is attached as Exhibit A.

B. SELLER SELECTION AND ADVANCE CONSENT FOR DUAL AGENCY

Seller acknowledges that the Broker cannot act in the capacity as a dual agent unless and until a Buyer Client of the Broker expresses an interest in viewing or otherwise considering the Property of the Seller for purchase and both Buyer and Seller have signed the required Consent for Dual Agency form as described in I.A. above. Seller further acknowledges that circumstances may arise when a Buyer Client of the Broker may desire to view the Seller's Property under short-term notice and the Seller may not be readily accessible to consent to dual agency representation and sign the required Consent for Dual Agency form. Such delay in obtaining the required consent by the Seller may result in the Buyer Client being shown other properties and, in some cases, the Broker's Buyer Client purchasing a property other than Seller's. In recognition and understanding of the possibility described above, Seller hereby: (SELECT ONE [1] BY INITIALING THE APPROPRIATE STATEMENT)

1. Grants Advance Consent Seller expressly consents and authorizes the Broker to act as a dual agent on behalf of any Buyer Client of the Broker who elects to view or consider the Seller's Property for purchase. Seller agrees, simultaneously with the signing of this agreement, to execute, in advance, one (1) or more copies of Consent for Dual Agency in the required form, attached as Exhibit A. Seller expressly authorizes and consents to the Broker and the Sales Associates affiliated with the Broker to act as a dual agent on behalf of the Seller and any Buyer Client of the Broker without the requirement of providing advance notification to the Seller or confirming the Seller's consent to act as a dual agent. The Seller's consent is expressly conditioned upon the Buyer Client's consent for dual agency representation and the Buyer Client's execution of the required Consent for Dual Agency form.

/_____
Seller(s) Initials

2. Declines Advance Consent Seller declines to consent and declines to authorize Broker to act as a dual agent beyond the preliminary consent as contained in I.A. above. Seller elects to be specifically notified by the Broker of such dual agency representation and to review and consent to the required Consent for Dual Agency form, attached as Exhibit A, only when such dual agency representation possibility actually arises.

/_____
Seller(s) Initials

II. RIGHT TO TERMINATE DUAL AGENCY In the event that the Seller or a Buyer represented by the Broker, who desires to consider the Seller's property for purchase, withdraws their preliminary prior authorization and consent for the Broker to be a dual agent by their unwillingness to sign the required Consent for Dual Agency form, the Seller acknowledges that the Broker shall not undertake to be a Dual Agent on behalf of both the Seller and the Buyer, but shall act as the sole and exclusive agent of the Seller. In such an event, the Seller hereby consents and authorizes the Broker not to disclose to the Seller any confidential information obtained by the Broker during the Broker's representation of the Buyer.

/_____
Seller(s) Initials

III. MINISTERIAL ACTS Seller authorizes and consents to the Broker providing ministerial acts (acts that do not involve discretion or the exercise of the Broker's own judgment) on behalf of others as defined by the Maryland Real Estate Brokers Act.

Seller's Name

Seller's Signature

Date

Seller's Name

Seller's Signature

Date

COLDWELL BANKER RESIDENTIAL BROKERAGE

By _____
Signature of Broker/Duly Authorized Representative of Broker Date

CBRB SF810 (01/01/07)