



## NAMED EXCLUSIONS ADDENDUM TO LISTING

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### ADDENDUM TO LISTING AGREEMENT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT

#### A. Definitions:

(1) "Owner" means the seller or landlord of the above-referenced Property.

(2) "Named Exclusion" means the following persons: \_\_\_\_\_

#### B. Contract with a Named Exclusion:

(1) If Owner enters into a contract to sell or lease the Property to a Named Exclusion not later than \_\_\_\_\_ days after the above-referenced Listing begins, Owner will not be obligated to pay the fees due Broker under ~~Paragraph 5A or 5B of~~ the Listing if the sale closes or the lease begins, but Owner will pay Broker, at the time the sale closes or the lease begins, a fee equal to *(check all that apply)*:

- ☐ (a) \_\_\_\_\_% of the sales price if Owner sells the Property.  
☐ (b) \_\_\_\_\_% of the gross rent over the term of the lease if Owner leases the Property.  
☐ (c) \_\_\_\_\_

(2) If Owner enters into a contract for the sale or lease of the Property with a Named Exclusion after the time specified in Paragraph B(1), then the prospective buyer will cease to be a Named Exclusion, this addendum will not apply, and Owner will pay Broker the fees under ~~Paragraph 5A or 5B of~~ the Listing.

(3) If a Named Exclusion, directly or through any other broker, presents to Broker an offer to purchase or lease the property, then the prospective buyer or tenant will cease to be a Named Exclusion, this addendum will not apply, and Owner will pay Broker the fees under ~~Paragraph 5A or 5B of~~ the Listing. *(Note: After signing this agreement, Owner should promptly advise any Named Exclusion to present any offers directly to Owner during the period under Paragraph B(1)).*

C. Offers from Named Exclusions: Owner will immediately notify Broker of: (1) Owner's receipt of an offer from a Named Exclusion; (2) Owner's acceptance of an offer from a Named Exclusion by providing Broker a copy of the contract or lease; (3) the closing of a contract or lease with a Named Exclusion; and (4) any termination of any such contract that does not close or a lease that does not commence.

D. Effect on Listing upon Sale or Lease to a Named Exclusion: If Owner enters into a contract to sell or lease the Property to a Named Exclusion within the time specified in Paragraph B(1), Broker will have no obligation to provide further services to Owner related to the sale or lease of the Property to a Named Exclusion and Broker may: (1) terminate the Listing by providing written notice to Owner; or (2) continue to list and market the Property through the date the Listing ends for back-up offers.

Broker's Printed Name \_\_\_\_\_ License No. \_\_\_\_\_

Broker's (☐ or Broker's Associate's) Signature \_\_\_\_\_ Date \_\_\_\_\_

Broker's Associate's Printed Name, if applicable \_\_\_\_\_ License No. \_\_\_\_\_

Owner's Printed Name \_\_\_\_\_

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner's Printed Name \_\_\_\_\_

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_