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AGENCY AGREEMENT ADDENDUM

This addendum is attached to and made a part of the agency agreement dated / /2010, between

Rich Hahn - RE/MAX (Broker) and _____(Client).

I. IF THE BROKER REPRESENTS THE___SELLER/LANDLORD or___BUYER/TENANT: If a broker enters into an agreement to represent an seller/landlord or buyer/tenant as a client, the broker and all licensees associated with that broker represent the client. An agent/subagent owes the client the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting.

II. IF THE BROKER APPOINTS AN ASSOCIATE LICENSEE TO REPRESENT THE ___SELLER/LANDLOR or ___BUYER/TENANT: If a broker enters into an agreement to represent a seller/landlord or buyer/tenant as a client, the broker appoints Rich Hahn as the client's appointed agent. For the purposes of this addendum, the client shall have an agency relationship with ONLY the appointed agent, the responsible broker Joan Cota and, if applicable, responsible broker's designated broker Kevin Kuiper or Jay Hoover. The responsible broker may appoint other affiliated licensees during the term of the brokerage agreement should the appointed agent not be able to fulfill the terms of the brokerage agreement or as by agreement between the responsible broker and the client. An appointment of another affiliated licensee or an additional affiliated licensee does not relieve the first appointed agent of any duties owed to the client.

III. IF THE BROKER, ASSOCIATE LICENSEE OR APPOINTED AGENT REPRESENTS BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT: A real estate broker acting directly or through an associate licensee or appointed agent can legally be the agent of both the seller/landlord and the buyer/tenant in a transaction, but only with the knowledge and written consent of both parties. If a buyer/tenant represented by a broker wants to see a property of a seller/landlord being represented by the same broker, the following provisions will govern the actions of the broker.

A. The broker may not knowingly say anything or do anything which might place one party at a disadvantage, disclose personal confidences of one party or the other party, or any other information a party specifically instructs the broker in writing not to disclose, unless disclosure is required by law.

B. The broker may not, without the prior express written consent of the owner, disclose to the buyer/tenant that the owner might accept a price less than the listing price, nor shall the broker, without the prior express written consent of the buyer/tenant, disclose to the owner that the buyer/tenant may be willing to pay a higher price, or accept terms less favorable to the buyer/tenant than those indicated in the buyer's/tenant's previous offer.

C. The broker may not represent the interests of either the owner or buyer/tenant to the detriment of the other party. The broker is obligated to inform each party of all facts the broker knows which would affect the party's decision to permit the broker to represent both the owner and the buyer/tenant.

CONSENT AGREEMENT: If the seller/landlord elects to negotiate with a buyer/tenant that is a client of the broker, or a buyer/tenant elects to negotiate with a seller/landlord that is a client of the broker, it is understood that both parties will be required to confirm, in writing, their election to have the broker act as a consensual limited agent.

AGENT OBLIGATIONS: Regardless of representation, the broker shall: Disclose all known material facts about the property which could affect the buyer's/tenant's use or enjoyment of the property, disclose information which could have a material impact on either party's ability to fulfill their obligations under the purchase/lease agreement, respond honestly and accurately to questions concerning the property, and deal honestly and fairly with all parties. The duties of the broker in a real estate transaction do not relieve an owner or buyer/tenant from the responsibility to protect their own interests. You should carefully read all documents to assure that they adequately express your understanding of the transaction. If you have questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding further.

Having read and understood this information about agency, I instruct Broker as **initialed** below:

I agree to an appointed agency relationship as described in section II above. _____/_____Yes _____/_____No

I agree to a potential limited agency representation as described in section III above. _____/_____Yes _____/_____No

_____ _____

[_]Buyer/Tenant [ ] Seller/Landlord (date/time) [ ]Buyer/Tenant [ ] Seller/Landlord (date/time)

_____ by_____

[ ] Broker (date/time) [ ] Agent (date/time)