



Addendum and Disclosure to Echo Fine Properties, LLC Exclusive Right of Sale Listing Agreement regarding Private Listings Revised April 2026

This Addendum to the Echo Fine Properties, LLC Exclusive Right of Sale Listing Agreement ("Agreement") is between:

Seller: _____ ("Seller")

Broker: _____ ("Broker")

FIRST: Paragraph 5 of the Exclusive Right of Sale Listing Agreement is hereby amended to read as follows:

Multiple Listing Service: Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is obligated to enter the Property into the MLS within one (1) business day of marketing the Property to the public (see Paragraph 6(a)) or as necessary to comply with local MLS rule(s). However, this listing will only be published on the Echo Fine Properties, LLC website and will NOT be published on any public MLS unless Seller directs Broker otherwise in writing. (See paragraph 6(b)(i) for further details). Seller shall hold Echo Fine Properties, LLC harmless and indemnify Echo Fine Properties, LLC for all directions, instructions, restrictions, reservations, specifications and/or exclusions contained in this Amendment and Exclusive Right of Sale Listing Agreement.

SECOND: Specific reference is made herein to the provisions of Paragraph 6 (b)(i.) (ii.) and (iii.) of the Exclusive Right of Sale Listing Agreement which is repeated, restated and reiterated herein for reference only as said paragraph specifically references Private Sales (Pocket) Listing Agreements:

Broker Authority: Seller authorizes Broker to:

(b) Not Publicly Market to the Public/Seller Opt-Out:

- (i.) Seller does not authorize Broker to display the Property on the MLS.
(ii.) Seller understands and acknowledges that if Seller checks option 6(b)(i), a For Sale will not be placed upon the Property and
(iii.) Seller understands and acknowledges that if Seller checks option 6(b)(i), Broker will be limited to marketing the Property only to agents within Broker's office.

_____ Initials of Seller

THIRD: Paragraph 7 of the Exclusive Right of Sale Listing Agreement is hereby amended as follows:

Seller Obligations: In consideration of Broker's obligations and responsibilities in Private Sales (Pocket) Listings, Seller acknowledges and understand that Broker may be required to comply with local MLS obligations, restrictions and requirements.

FOURTH: Paragraph 9 of the Exclusive Right of Sale Listing Agreement is amended as follows:

This Addendum shall serve to amend the Echo Fine Exclusive Right to Sell Listing Agreement and together shall represent the entire agreement between Seller and Broker. In the event there is a conflict between the Echo Fine Exclusive Right to Sell Listing Agreement and this Addendum and Disclosure, the provisions of this Addendum and Disclosure shall control. Electronic signatures are acceptable and will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals.

FIFTH: All remaining terms of the Exclusive Right of Sale Listing Agreement shall remain in full force and effect.

SIXTH: The following disclosure regarding Private Sale (Pocket) Listing Agreements is provided for your information; execution of this Addendum and disclosure shall be considered as receipt and acknowledgment of this information.

Copy returned to Seller on _____ by Email Facsimile Mail Personal Delivery



ECHO FINE PROPERTIES

27 SE OCEAN BLVD
STUART FL 34994
772.310.ECHO

7100 FAIRWAY DR
SUITE 44
PALM BEACH GARDENS,
FL 33418
561.500.ECHO

74 NE 4TH AVE
SUITE 4
DELRAY BEACH
FL 33483
561.500.ECHO

Addendum and Disclosure to Echo Fine Properties, LLC Exclusive Right of Sale Listing Agreement regarding Private Listings
 Revised April 2026

Echo Fine Properties, LLC Exclusive Listings Agreements regarding Private (Pocket) Sale properties are only accessible to Echo Fine Properties agents. A Private Exclusive (Pocket) Listing option allows a Seller to enjoy Echo Fine Properties marketing efforts on your home, without accumulating public days on the market and/or price adjustments which could adversely impact the home's value. Photos and floorplans of your home will only be available to Echo Fine Properties agents and their clients. An Echo Fine Properties private listing visible only on the Echo Fine Properties (in house) website and will not be listed with any public Multiple Listing Service (MLS). Potential Buyers will be unable to view homes not listed on a public MLS website and will not receive alerts for new listings and price adjustments. Certain real estate brokerages and online portals may have policies which may restrict you from listing on their websites and might prevent your listing from having a full exposure to the buyer pool. Anything less than 100% exposure to all potential Buyers could result in a lower selling price. Listing your home as an Echo Fine Properties Private Exclusive can limit the number of buyers who will see your home, extend your marketing timeline and create awareness among Echo Fine Properties agents regarding upcoming inventory. The Echo Fine Properties protocol generates interest with private marketing and provides valuable feedback before deciding to go public. Since the entire pool of Buyers may not have access to view your home, private listings is not a true indication of price and marketing. Private exclusive listings, also known as off-market or pocket listings, are legal in Florida, but private listings are subject to the rules and regulations of the Multiple Listing Service (MLS) and the National Association of Realtors (NAR). Florida law requires that a listing agreement include the commission details agreed upon between the seller and the listing agent, but this information is no longer allowed in MLS listings. Exclusive private listing may result in Limited Exposure of Properties.

ECHO FINE PROPERTIES
 27 SE OCEAN BLVD
 STUART FL 34994
 772.310.ECHO

7100 FAIRWAY DR
 SUITE 44
 PALM BEACH GARDENS,
 FL 33418
 561.500.ECHO

74 NE 4TH AVE
 SUITE 4
 DELRAY BEACH
 FL 33483
 561.500.ECHO

Seller's Signature: _____ Date: _____

Broker's Signature: _____ Date: _____

Authorized Sales Associate or Broker: _____ Date: _____

Brokerage Firm Name: Echo Fine Properties, LLC Date: _____

Home Telephone: _____ Work Telephone: _____ Facsimile: _____

Address: _____

Email Address: _____

Seller's Signature: _____ **Date:** _____

Home Telephone: _____

Email Address: _____

Authorized Sales Associate or Broker: _____ **Date:** _____

Brokerage Firm Name: Echo Fine Properties, LLC Telephone: _____

Address: _____

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