



COMPLIANCE ADDENDUM

(Note: The purpose of this Addendum is to bring an agency agreement into minimum compliance with the requirements of North Carolina law. It is not necessary to attach this Addendum to a North Carolina Association of REALTORS®' standard form agency agreement.)

This COMPLIANCE ADDENDUM ("Addendum") is attached to and made a part of the following:

_____ ("Agreement")
(Name/Type of Agreement)

by and between _____ ("Broker"), and
_____ ("Owner/Buyer/Tenant"),

dated _____.

This Addendum is made in accordance with North Carolina Real Estate Commission Rules [21 NCAC 58A.0104] ("Rule") which provide that every agreement for brokerage services in a real estate transaction shall be **in writing** and shall contain certain provisions as required by the Rule.

1. This Agreement shall terminate without prior notice on the date specified in the Agreement, provided, however, that if no date is specified, this Agreement shall terminate without notice at 11:59 p.m. on that date which is _____ days from the date of final execution of this Addendum.

2. The parties acknowledge that the "Working with Real Estate Agents" publication has been received and understood (NCAR Form 520 for Sellers and Buyers and NCAR Form 521 for Landlords and Tenants). Further, Broker has advised Owner/Buyer/Tenant of its general company policy regarding agency and cooperation with agents representing other parties. In connection with this Agreement, Broker shall be permitted to act (designate all that apply):

- Exclusively as the agent of the Owner/Buyer/Tenant
- As agent for the other principal in any transaction, not as agent for the Owner/Buyer/Tenant
- As a dual agent, acting as agent for both principals in any transaction, including the Owner/Buyer/Tenant

a. In the event that Broker is the exclusive agent of a Seller/Landlord and works with a Buyer/Tenant customer, Broker shall disclose the relationship to Buyer/Tenant at first substantial contact and Buyer/Tenant shall acknowledge such disclosure by initialing the "Working with Real Estate Agents" publication in the space provided (NCAR Form 520 and/or NCAR Form 521, as applicable).

b. In the event that Broker is working with Owner/Buyer/Tenant as a customer (under only the second option above), this relationship shall be deemed disclosed at first initial contact by this Addendum.

c. If dual agency is permitted pursuant to this Addendum and Broker becomes a dual agent in any sale, lease or other transaction, the parties understand that a dual agency disclosure and agreement must be executed as required pursuant to 21 NCAC 58A.0104(d).



3. THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT.

4. In the event that any provisions of this Addendum conflict with provisions of the Agreement to which it is attached and made a part of, then the provisions of this Addendum shall control.

THE NORTH CAROLINA ASSOCIATION OF REALTORS[®], INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

OWNER/BUYER/TENANT:

Individual

Date: _____

Date: _____

BROKER:

(Name of Firm)
By: _____
Name: _____
Individual license #: _____
Date: _____

Business Entity

(Name of Entity)
By: _____
Name: _____
Title: _____
Date: _____

