

Transaction Broker Notice

Florida Law Requires That Real Estate Licensees Operating As Transaction Brokers Disclosure to Buyers and sellers Their Role And Duties In Providing A Limited Form Of Representation.

As a transaction broker, Future Home Realty Dick, Dixie, And Rick Sells and their Associate, provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly:
2. Accounting for all funds:
3. using skill, care, and diligence in the transaction:
4. disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer:
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing:
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential: and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

Date _____ Signature _____

Rebate Coupon Terms And Agreements

Please note that all of the above terms apply to you receiving your rebate on the purchase of your New Construction Home at closing.

1. This coupon must be presented upon your first visit to the community and the builders model center. You should give the sale rep this coupon and have him/her sign it, make a copy and return a copy to you and have the sales rep. Fax a copy to us before signing anything else with the builder.
2. Offer is not valid if potential buyer is accompanied by another real estate agent during registration or if potential buyer has registered with a real estate agent at the community previously.
3. If you are currently working with another realtor, this coupon is not valid with that realtor and can only be used with a member of Sells & Associates a Top Group of Realtors with Future Home Realty.
4. Rebates are payable and due only if closing occurs on a new home purchased from the Builder at the Community listed above and after all terms, conditions and requirements of this program have been completed and we have received our standard commission from the builder. The rebate check is generally available at the closing if a member of Sells & Associates attends the closing, which we do as long as we're notified of the closing in advance). Otherwise the checks are mailed to you within 7-10 days after closing.
5. The 1% rebate is only on the base price of the home and doesn't include any upgrades, lot premiums or BASE selling price options offered by the builder or on any discounts given by the builder off the base price to get you to use their mortgage company or title company.
6. Sells & Associates or Future Home Realty is not a party to, and shall in no way be involved in, the real estate contract between the builder and the Home Buyer, we will be glad to come with you during this process and explain anything about the contract that you are not fully aware of or don't understand.
7. We do not make any representation as to and warranties of any kind as all warranties are with the builder and the builders vendors. Nor do we make any warranty on the construction as all of these matters are between the buyer and the builder and the buyer agrees to hold harmless Sells & Associates and Future Home Realty for any and all problems resulting in the construction, warranties and the sale of this home from the builder to the buyer. The buyer further understands that the builder is making all of the warranties.
8. This offer is only valid if the builder pays to Sells & Associates and Future Home Realty a standard commission from the sale of the buyer listed above's new home. If builder refuses to work with Sells & Associates then the coupon is void and no rebate can be offered.

9. HAVE BUILDER SIGN TO VALIDATE COUPON.