

BERKSHIRE HATHAWAY HOMESERVICES **UNIVERSITY**

LEGENDS ARE FOREVER.



BERKSHIRE HATHAWAY
HomeServices
Florida Properties Group

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“

I WOULD WANT TO BE ASSOCIATED
WITH SOMEBODY WHERE THE

**financial strength was
unquestioned and where
the name stood for integrity.**

WHAT OTHER QUALITY WOULD YOU WANT THAT
BERKSHIRE HATHAWAY HOMESERVICES DOES NOT
HAVE; AND I DON'T THINK YOU COULD FIND ONE.

”

- WARREN BUFFETT

chairman and CEO, Berkshire Hathaway Inc.



DAY 1

WHAT WE'LL BE COVERING TODAY

WHO WE ARE

WHERE WE'RE LOCATED

THE FLOW OF REAL ESTATE TRANSACTIONS

BRAND PROMISES

BRAND PROMISE #1

THE PROOF IS IN THE NUMBERS

We don't mean to brag, but numbers don't lie. Here's a look into how our brokerage stacks up in the Tampa Bay and Central Florida residential and commercial marketplace in 2020.

#1

REAL ESTATE BROKERAGE HOMESERVICES OF AMERICA

2019 & 2020 REAL TRENDS 500

\$102 MILLION
COMMERCIAL

\$1.3 BILLION
RESIDENTIAL

\$1.4 BILLION

TOTAL CLOSED GROSS VOLUME

5,490
TOTAL UNITS SOLD

#3

COMMERCIAL
FRANCHISE
COMPANY

TOTAL CLOSED
GROSS VOLUME

#23

HOMESERVICES
FRANCHISE
COMPANY

1,491

TOTAL RESIDENTIAL
RENTAL INVENTORY

\$699,636,036

LISTED RESIDENTIAL SALES VOLUME

\$67,566,266

LISTED COMMERCIAL SALES VOLUME

270

AGENTS FOUND
THEIR FOREVER
BROKERAGE

1,113

ACTIVE RESIDENTIAL
LEASES

3,788

SELLERS ASKED OUR AGENTS
WHAT THEIR HOME IS WORTH

1.2 MILLION

SQ FT COMMERCIAL PROPERTIES MANAGED

\$28 MILLION

CLOSED COMMERCIAL LEASE VOLUME

OUR BRANCH OFFICES



HOME OFFICE/ COMMERCIAL

7916 Evolutions Way, Ste 210
Trinity, FL 34655
727-847-6556



TRINITY

3126 Little Road
Trinity, FL 34655
727-847-4444



PORT RICHEY

9108 US Highway 19
Port Richey, FL 34668
727-849-9400



SPRING HILL

13161 Cortez Blvd
Brooksville, FL 34613
352-688-2227



ZEPHYRHILLS

7868 Gall Boulevard
Zephyrhills, FL 33541
813-782-1541



NEW TAMPA

26771 SR 56
Wesley Chapel, FL 33544
813-907-8200



TAMPA PALMS

15249 Amberly Drive
Tampa, FL 33647
813-946-8721



LAKELAND

1602 S. Florida Avenue
Lakeland, FL 33803
863-701-2350



BRANDON

3228 Lithia Pinecrest, Ste. 102
Valrico, FL 33596
813-643-9977



SOUTH TAMPA

4950 W Kennedy Blvd, Ste 300
Tampa, FL 33609
813-251-2002



BUSCH

1046 W. Busch Blvd. Suite. 300
Tampa, FL 33612
813-444-0143



INDICATES A
COMMERCIAL OFFICE



CARROLLWOOD

13131 N. Dale Mabry Hwy.
Tampa, FL 33618
813-908-8788



EAST LAKE

301 Woodlands Pkwy, Ste 1
Oldsmar, FL 34677
727-331-8250



COUNTRYSIDE

2539 Countryside Blvd, Ste. 3
Clearwater, FL 33761
727-799-2227



CLEARWATER BEACH

136 Island Way
Clearwater Beach, FL 33767
727-451-7699



BELLEAIR

321 N. Indian Rocks Rd., Suites
A&B Belleair Bluffs, FL 33770
727-461-1700



NORTHEAST ST. PETE

2300 4th Street North
St. Petersburg, FL 33704
727-822-8686



ST. PETE BEACH

6800 Gulf Boulevard
St. Pete Beach, FL 33706
727-368-0500



SEBRING

211 US Highway 27 N
Sebring, FL 33870
863-402-5700



SEBRING COUNTRY CLUB

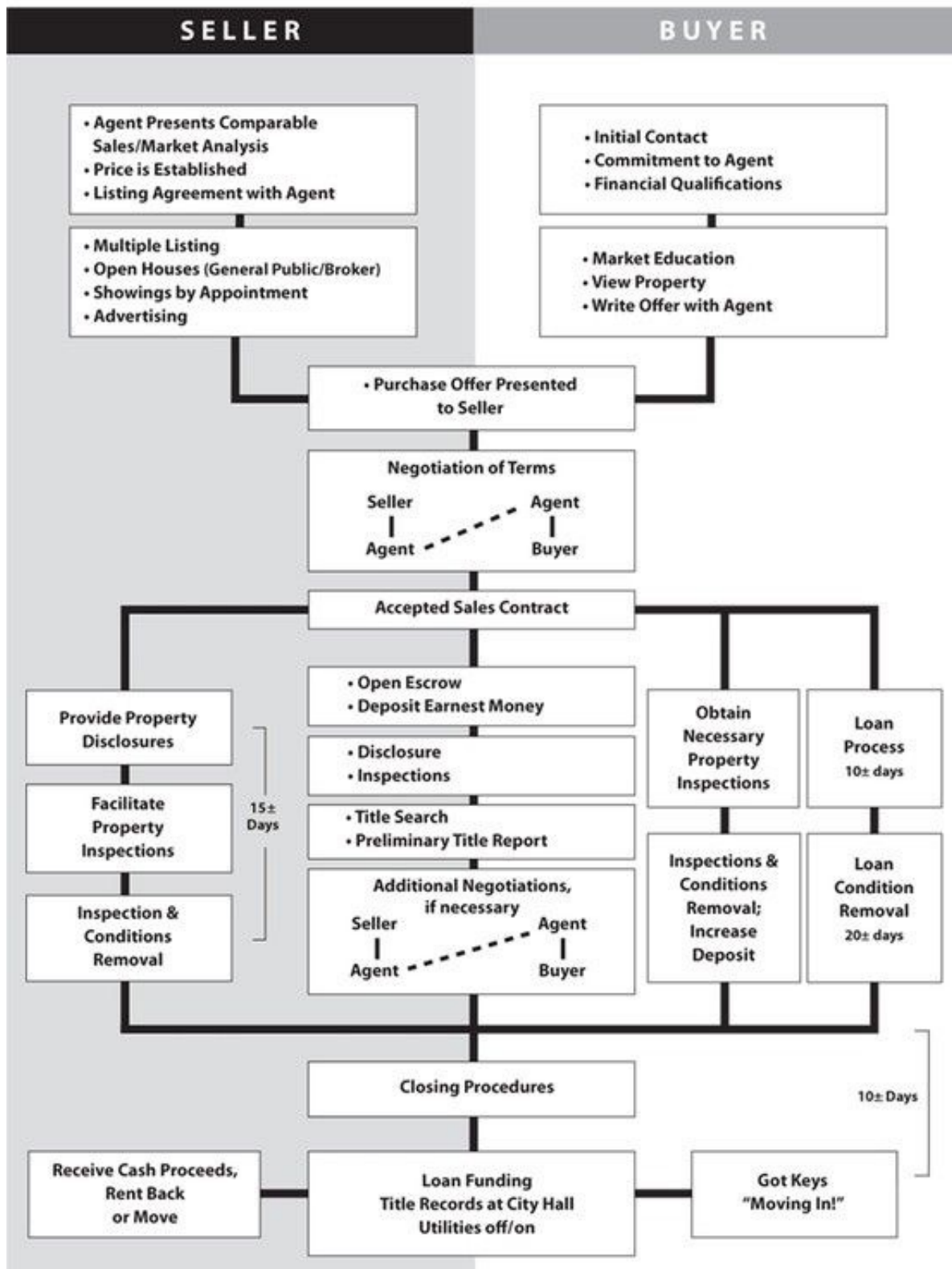
4800 Haw Branch Road
Sebring, FL 33875
863-382-6575



LAKE PLACID

15 N Main
Lake Placid, FL 33852
863-699-0404

THE FLOW OF REAL ESTATE TRANSACTIONS





OUR BRAND PROMISES.

**Our mission is to be the T.I.P.E. of
company that provides legendary service.**

By choosing to be a member of our team, you're agreeing to carry out our brand promises in all you do. This means being committed to putting relationships above transactions. In order to do that, we ask each team member to commit wholeheartedly to our 8 brand promises, which we will go over daily!

1. TO MAKE **COMMUNICATING** WITH EVERY CUSTOMER A TOP PRIORITY AT EACH OPPORTUNITY, EVEN WHEN IT MIGHT SEEM WE HAVE NOTHING NEW TO TELL THEM.
2. TO BE THEIR **FOREVER REAL ESTATE ADVISOR** EVEN WHEN THEY'RE NOT ACTIVELY BUYING OR SELLING.
3. TO TAKE **FULL OWNERSHIP** OVER THE TRUST THEY'VE PLACED IN US AND ACT ACCORDINGLY.
4. TO NEVER LEAVE ANY DOUBT THAT WE ARE PLACING **THEIR BEST INTEREST** ABOVE ALL ELSE.
5. TO **TRULY LISTEN** TO WHAT THEY'RE TELLING US SO THEY GET PERSONALIZED SERVICE.
6. TO WALK THROUGH THEIR JOURNEY ALONGSIDE THEM, AS THEIR **PARTNER**.
7. TO EXERT A LEVEL OF SKILL, KNOWLEDGE AND EXPERTISE SO AT EVERY INTERACTION THEY FEEL LIKE THEY'VE CHOSEN A **REAL ESTATE GENIUS**.
8. TO NEVER PUT THEM IN A POSITION TO DOUBT WE HAVE THE **HIGHEST INTEGRITY** IN ALL THAT WE DO.

— T.I.P.E {TEAMWORK | INTEGRITY | PASSION | EXCELLENCE} —



BRAND PROMISE #1

COMMUNICATION

To make communicating with every customer a top priority at each opportunity, even when it might seem we have nothing new to tell them.

TO BE LEGENDARY, WE ASK YOU TO COMMUNICATE AT MINIMUM AT THESE MILESTONES:

- Pre-showing
- Post showing
- Contract- Receipt and Acceptance
- Need for Price Reduction
- Critical Dates- Prior to and after each date
- Post-closing- at least quarterly for first year
- Active Clients: Weekly for check-in
- Bi-Annual voice to voice communication with your entire database

THIS IS HOW YOU CARRY OUT THIS STANDARD

- Use one statement to affirm Standards at each communication point
- Stop and summarize any time a decision is made or information is shared. Finish the summary by using one tie down question.
- Demonstrate that you get them by acknowledging (naming) the EMOTION they're feeling at their current stage. May vary per person.

STATEMENTS TO AFFIRM STANDARDS

- Making sure you have a legendary experience is my responsibility. How else can I help you?
- I don't have information to share but wanted you to know I am working on...
- I want you to know I'm here for you. Is there any way I can serve you today?

TIE DOWN STANDARDS AFTER SUMMARY

- Did I hear that correctly?
- Is that what is most important to you?
- Did I prioritize that correctly?
- Did I miss anything you'd like me to take care of for you?

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



DAY **2**

WHAT WE'LL BE COVERING TODAY

JOB DESCRIPTION

PROSPECTING

SPHERE OF INFLUENCE (SOI)

BUSINESS PLANNING

BRAND PROMISE #2

EXPECTATIONS

PARTICIPATE

BE OPEN TO NEW IDEAS

BE ON TIME

ASK QUESTIONS

PRACTICE

HAVE FUN

PUSH YOUR BOUNDARIES

COMPLETE ASSIGNMENTS

PRACTICE

PRACTICE SOME MORE

ACTIVITY

Name _____

Office _____

Why have you decided to join Berkshire Hathaway HomeServices Florida Properties Group?

Why real estate?

IT'S ALL ABOUT SERVICE!

Your financial success equates to the quality and quantity of service you give to others!

The most valuable gift you have to offer is yourself.

It is the law of Authenticity!

Take something ordinary – make it extraordinary!

The quality and level of your service to your customers will set you apart from your competitors.



180,000

REALTORS IN FLORIDA

SINCE 2000 THE NUMBER OF
REALTORS IN FLORIDA HAS
ALMOST TRIPLED FROM 67,000

HOW MANY PEOPLE KNOW YOU ARE A REALTOR®?

Your first job is making sure each day that more people know you are a REALTOR® today than yesterday, without pushing sales-y techniques in their face. Make it natural.

**NAR SAYS 87% OF REAL ESTATE AGENTS
FAIL WITHIN 5 YEARS**

IT'S MY AREA

IT'S THE MARKET

IT'S THE ECONOMY

IT'S MY COMPANY

IT'S MY MANAGER

IF IT IS TO BE, IT'S UP TO ME!

WHAT IS YOUR JOB?

Job Description

1

Present purchase offers to sellers for consideration.

2

Confer with escrow companies, lenders, home inspectors, and pest control operators to ensure that terms and conditions of purchase agreements are met before closing dates.

3

Interview clients to determine what kinds of properties they are seeking.

4

Prepare documents such as representation contracts, purchase agreements, closing statements, deeds and leases.

5

Coordinate property closings, overseeing the signing of documents and disbursement of funds.

6

Act as an intermediary in negotiations between buyers and sellers, generally representing one or the other.

7

Promote sales of properties through advertisements, open houses, and participation in multiple listing services.

8

Compare a property with similar properties that have recently sold in order to determine its competitive market price.

9

Coordinate appointments to show homes to prospective buyers.

WHAT IS YOUR JOB?

YOU DON'T "SELL REAL ESTATE"
THAT IS THE OUTCOME OF A
SUCCESSFUL DEAL.

YOUR JOB IS TO BE
A PEOPLE FINDER.
YOU NEED TO FIND PEOPLE WHO
HAVE A NEED TO BUY OR SELL
REAL ESTATE.

YOU WILL NEED TO DEVELOP
YOUR STRATEGIES, TOOLS,
AND SCRIPTS THAT WILL HELP
YOU TALK WITH NEW PEOPLE
EVERY DAY.

TO BE A TOP AGENT,
YOU CAN'T DO IT ALONE.
YOU NEED A NETWORK OF
PEOPLE WHO REFER POTENTIAL
CUSTOMERS TO YOU!



\$46,458

AVERAGE INCOME OF
AGENTS WORKING AN
AVERAGE OF 30-40
HOURS PER WEEK

HOW DO I FIND PEOPLE?



START BY CALLING THE PEOPLE YOU KNOW



PLANT SEEDS



MAKE PHONE CALLS



HOLD OPEN HOUSES



KNOCK ON DOORS



USE SOCIAL MEDIA



JOIN COMMUNITY ORGANIZATIONS



NETWORK WITH PEOPLE IN THE INDUSTRY



START A LEAD GROUP



PURCHASE LEADS ONLINE



ATTEND PUBLIC PROPERTY AUCTIONS

JOT THAT DOWN

SPHERE OF INFLUENCE

What is your SOI?

ACTIVITY

Estimate your current SOI. How many names do you have in your sphere today?

Do you have them in a spreadsheet, database, or customer relationship manager (CRM)?

HOW DO I INTERACT WITH MY SOI?

SEND ANNOUNCEMENTS
TO YOUR SOI
PERSONAL LETTERS ARE BEST

DON'T FORGET SOCIAL MEDIA
REMEMBER TO BE SPECIFIC IN
YOUR ANNOUNCEMENTS AND
YOUR REQUESTS

SPHERE OF INFLUENCE MARKETING TOOLS

ANNOUNCEMENT CARDS

ANNOUNCEMENT EMAIL
TEMPLATES

POP-BYS

NINJA FLOW

PROSPECTING
BOOTCAMP

5 DAY SOCIAL MEDIA
ENGAGEMENT STRATEGY

NEWSLETTERS

SPORTS SCHEDULES

HOMEIVERSARY CARDS

HOLIDAY CARDS

RECIPE CARDS

ROLE-PLAY | SOI DISCUSSION

1

THE GREETING

2

THE REASON FOR THE CALL

3

WHO DO YOU KNOW?

4

OFFER OF SERVICE

The Greeting

Hello Jim, this is Erik Kaukonen with Berkshire Hathaway HomeServices Florida Properties Group, I was wondering if you might have a few minutes to talk business? Have you heard? I've started a new career and I'm now a REALTOR® with BHHS. I'm very committed to being successful in this business, but I need your help.

The Reason

The reason I'm calling today is that I've set a goal to help four families with their real estate needs this month and I'm coming up a little short of my goal.

Who do you know?

Do you know anyone thinking of buying or selling a home or anyone with any real estate needs that I can help with?

No, I understand. Can you do me a favor and please let me know if you happen to run across anyone with any real estate needs and I'll be sure to offer them the best service experience they've ever had. Will you do that for me?

Offer of Service

Listen, Jim, Thank you for your time today. Before I let you go, I wanted to ask, Is there anything that I can do for you today?

ACTIVITY

Write your Own Script

Greeting

Reason

Who do you know?

Ask how you might help them!

- Team up (pairs of 2) and choose who will go first and second.
- Read your script three times.
- LISTENERS: Tell them two things you liked about the approach, then give them one thing to improve. It's important to put yourself in the listener's shoes so you experience the call from their viewpoint.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

6-MONTH NEW AGENT CAMPAIGN

☐

ANNOUNCEMENT

☐

MARKET ACTIVITY REPORT

☐

REFERRAL REQUEST

☐

UPDATE

☐

CMA

☐

VALUE

HOMEWORK

☐

Get your current SOI into a database format

☐

Send out a minimum of 20 announcement cards (could be email or snail mail)

☐

Contact everyone in your SOI and read your script

☐

Grow your SOI by a minimum of 5 people who now know you are in real estate

PERSONAL INCOME PLAN

Here is a sample Personal Income Plan that will help you plan and understand your personal income with a transaction. Be sure to get the Excel version from Erik so you can edit and set your own personal goals!

Personal income goal: **\$ 60,000.00** for the period: **2011**

Step 1: Calculate average commissioned earned for one year

Average Sales Price:		\$ 250,000.00	A1
Average % commission:		3%	A2
Office commission:	(A1 x A2)	\$ 7,500.00	A3
Your commission split:		60%	A4
Your average commission:	(A3 x A4)	\$ 4,500.00	A5

Step 2: Calculate the number of closed transactions needed to reach income goal

Income goal:	\$ 60,000.00	B6
Your average commission:	\$ 4,500.00	B7
Closed transactions needed:	13.3	B8

Step 3: Calculate the number listings needed to reach income goal

Listings sold as a % of the closed transactions		60%	C9
Listings sold as a # of the closed transactions	(B8 x C9)	8.0	C10
% of your listings that will sell		75%	C11
Total listings needed	(C10/C11)	10.7	C12
# of presentations given (3 per listing taken)	(3 x C12)	32.0	C13
Prospects needed (3 prospects to 1 presentation)	(3 x C13)	96.0	C14
Contacts needed (10 contacts to get 1 prospect)	(10 x C14)	960.0	C15

Step 4: Calculate the number of closed buyer transactions to reach income goal

Buyer transactions as a % of closed transaction		40%	D16
Closed buyer transactions as a # of closed transaction	(B8 x D16)	5.3	D17
Qualified buyers needed (2 per closed transaction)	(2 x D17)	10.7	D18
Prospects needed (5 prospects per 1 qualified buyer)	(5 x D18)	53.3	D19
Contacts needed (10 contacts per 1 prospect)	(10 x D19)	533.3	D20

Step 5: Calculate total contacts needed

Total contacts needed per year	(C15+D20)	1493.3	E21
Total contacts needed per week	(E21/50)	29.9	E22
Total contacts needed per day	(E22/5)	6.0	E23

USING CABERNET CORNER AS YOUR CRM

When uploading contacts into your CRM in Cabernet Corner you want to make sure your excel sheet is set up the correct way to make sure all information is uploaded correctly. That way your CRM is as powerful as possible! Make sure you get with Erik and receive the Excel sheet that is formatted for this.

	A	B	C	D	E	F	G	H	I	J
1	First Name	Last Name	Home Street	Home City	Home State	Home Postal Code	Home Phone	E-mail Address	Cell Phone	Business Phone
2	Joe	Client	123 1st ST.	Anytown	CA	12345	555-0101	joeclient@aol.com		
3										
4										
5										

JOT THAT DOWN

\$100,000

INCOME OF AGENTS WHO
ARE 2X MORE LIKELY
TO UTILIZE A CRM

BRAND PROMISE #2

FOREVER ADVISOR

To be their Forever real estate advisor even when they're not actively buying or selling.

TO BE LEGENDARY, WE ASK YOU TO CONTRIBUTE TO YOUR RELATIONSHIP AT MINIMUM AT THESE MILESTONES:

- From the moment you meet them and beyond
- At any time when you can invest in the relationship you've built
- At minimum, we ask you to communicate with all your contacts bi-annually

THIS IS HOW YOU CARRY OUT THIS STANDARD

- Advise them on the value of their current home or investment
- Setup Property Watch for any active buyers
- Use Ninja Flow or other relational drip campaign to stay connected
- Annual Real Estate Review
- Bi-Annual voice to voice check-in
- Stop and summarize any time a decision is made or information is shared. Finish the summary by using 1 tie down question.

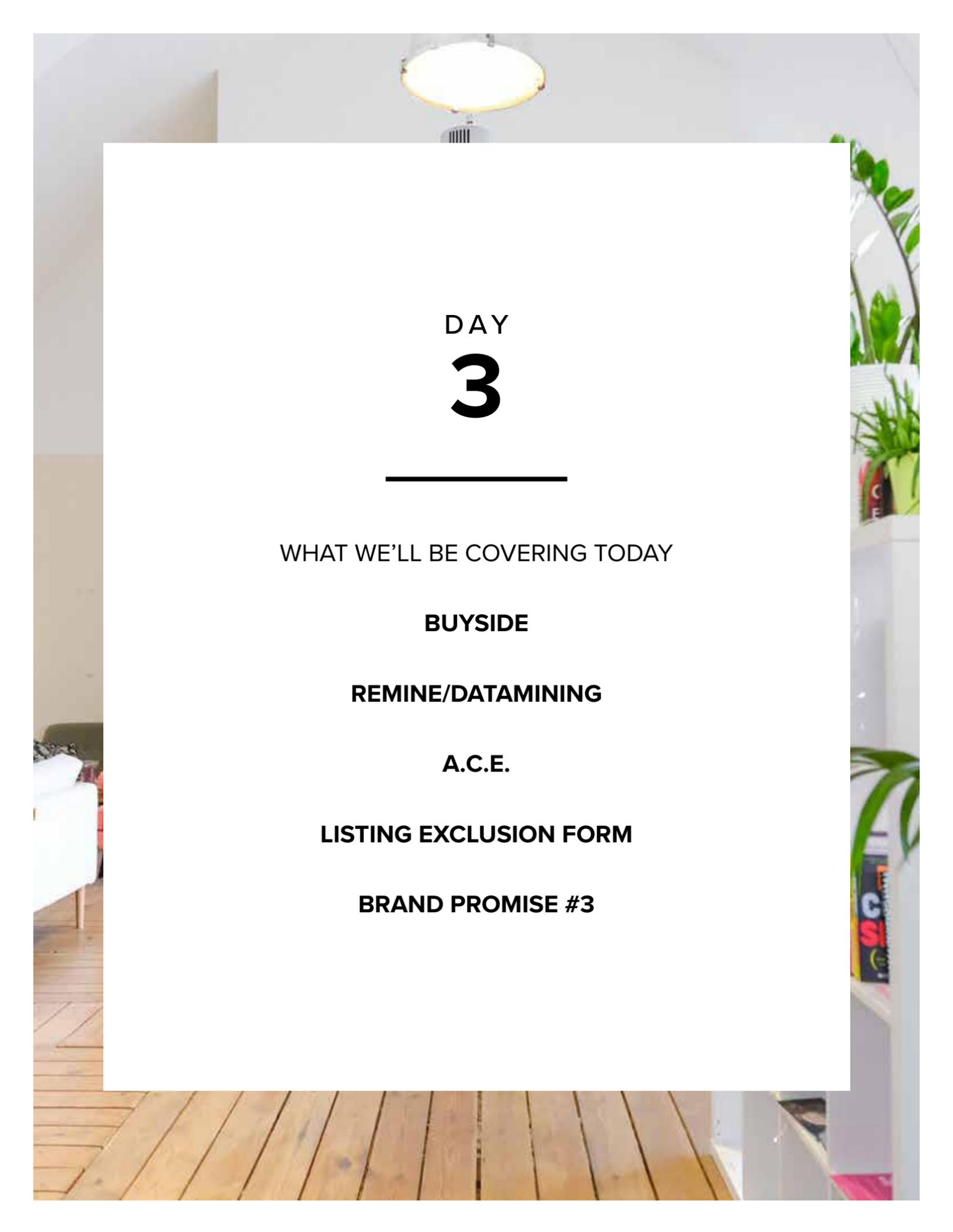


STATEMENTS TO AFFIRM STANDARDS

- Making sure you have a legendary experience is my responsibility. How else can I help you?
- I don't have information to share but wanted you to know I am working on...
- I want you to know I'm here for you. Is there any way I can serve you today?

TIE DOWN STANDARDS AFTER SUMMARY

- Did I hear that correctly?
- Is that what is most important to you?
- Did I prioritize that correctly?
- Did I miss anything you'd like me to take care of for you?



DAY
3

WHAT WE'LL BE COVERING TODAY

BUYSIDE

REMINE/DATAMINING

A.C.E.

LISTING EXCLUSION FORM

BRAND PROMISE #3

BUYSIDE

**HOW TO:
BUILD A BMA**

Do you need to prepare a BMA for a prospective seller or for an upcoming real estate review, but aren't sure where to start? Use this handy-dandy tutorial to walk you through this quick and simple process!



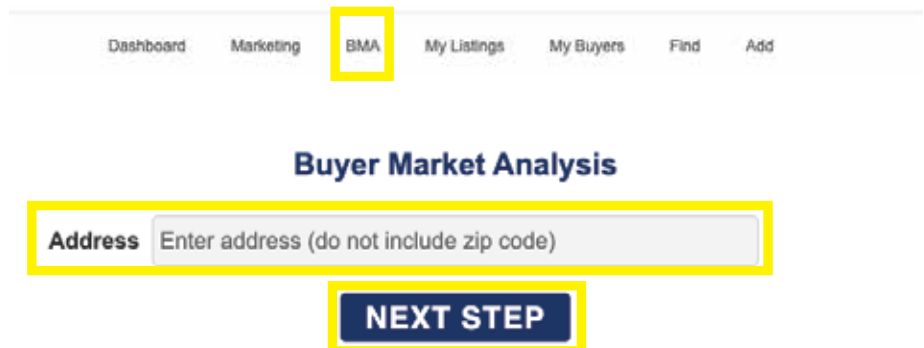
STEP 1: MYCABCORNER.COM

- Log into your **MyCabCorner.com** account
- Click on the **Sellers and Listings** tile
- Click on the **Pre-Listing Tools and Technology** tile
- Then, click on the **Sellers BMA** tile



STEP 2: BUYSIDE BMA

- From the dashboard, click **BMA** up on the top menu
- A new page will appear where you can **type the address** of the property
- Then, click **Next Step**



STEP 3: BUILDING THE BMA

- **Verify/Edit Property Details** by selecting the appropriate number of beds, baths, living area, lot size, and property type
- Then, click **Next** button

Dashboard Marketing BMA My Listings My Buyers Find Add

Details Values Buyers

Verify / Edit Property Details

Address: 7709 Abbott Ct New Port Richey, FL 34654-5850

Beds 3 Beds Baths 2.5 Baths

Living area (sq ft) 1787 Lot Size (sq ft) 10580

Property Type Single Family Detached

Next

STEP 4: BUILDING THE BMA

- Set **Property Estimates** by choosing 3 of the 4 circles that best fit the value range of the home
- Then, click **Next** button

Set Property Estimates

Address: 7709 Abbott Ct New Port Richey, FL 34654-5850

Select up to Three Valuations to be Shown

\$211,868
Range \$201,275 to \$222,461
Powered by Zillow

\$211,000
Range \$192,010 to \$229,990
Powered by Public Data

\$204,575
Range \$173,888 to \$235,261
Powered by appraisal.com

\$196,000
Range \$182,280 to \$209,720
Powered by Home Valuation

Include Your Own Personal Estimate (Optional)

Low Estimate High Estimate

Skip Next

STEP 5: BUILDING THE BMA

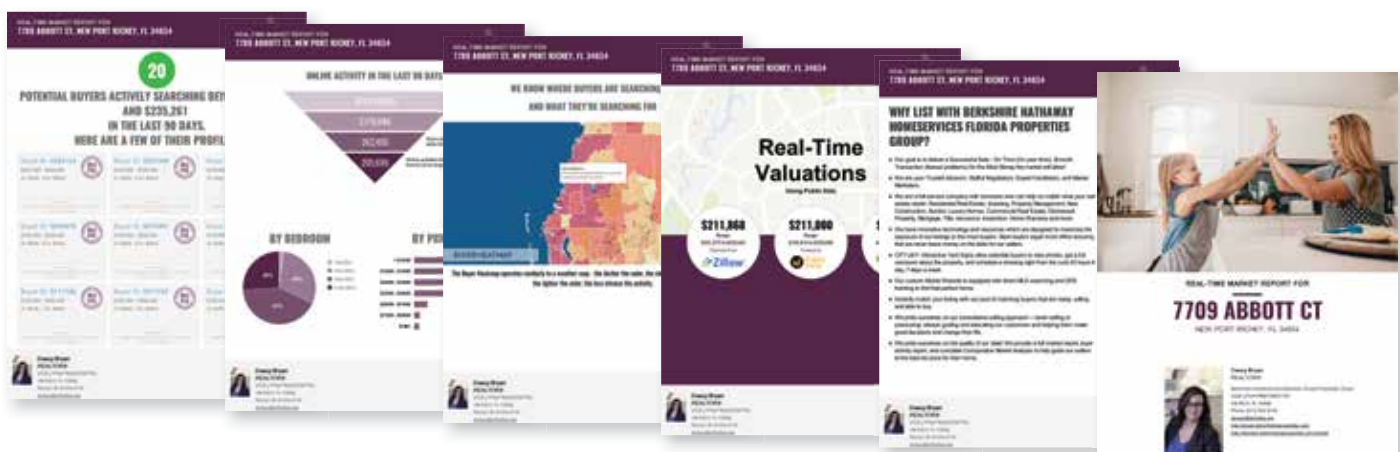
- Use the sliders to **set the minimum and maximum budget** a potential buyer would be searching for
- Then, click **Generate PDF** button to create the report

STEP 6: GENERATING THE REPORT

- Sit tight while Buyside works it's magic! You'll see the following message on your screen while the report generates.
- Once you have four green check marks, you can click on **View Report**. A PDF will download.

STEP 7: YOU'RE DONE!

- You're done! You should have a 5-6 page PDF report branded to both you and the property you pulled this report for!

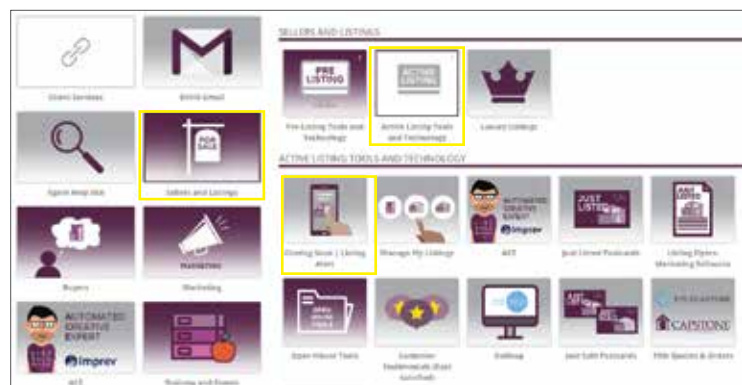


SENDING OUT A COMING SOON ANNOUNCEMENT

You can notify every Berkshire Hathaway HomeServices Florida Properties Group agent that you have a listing coming soon before it EVER hits MLS. **You must have a signed Exclusive first**, but this gives you a competitive advantage!

ADVANTAGES TO SELLER

- Chance to pre-market
- Create excitement for the home
- Target agents with buyers matching the home's criteria
- Gauge interest level of buyers
- Determine preliminary demand of the home
- Allows you to create anticipation while repairs or marketing prep are happening



- From your Buyside dashboard, click **Add Listing**
- Enter the address and click verify. This will populate the county and other details.
- Fill in the listing details and add a few photos you have taken



You have chosen to add a Coming Soon Listing

or you can continue to create a new listing

[Switch to Quiet Listing](#)

Listing Location

Street Address Visibility

Address

City

County

Zip

Latitude

Longitude

Features

Number of Bedrooms

Number of Bathrooms

Property Type

Age

Year Built

Listing Description

- You'll then be taken to a listing dashboard that shows matching buyers.
- You'll see a column on the right-hand side of the dashboard where you can send out this **Coming Soon Announcement** to!
- Check the box that says **Select All** and press send! (You're able to edit the message up above prior to sending.)
- Once your **Coming Soon Listing** is in the system, it is put on a searchable list for BHHS agents to look up!

BHU BOOK

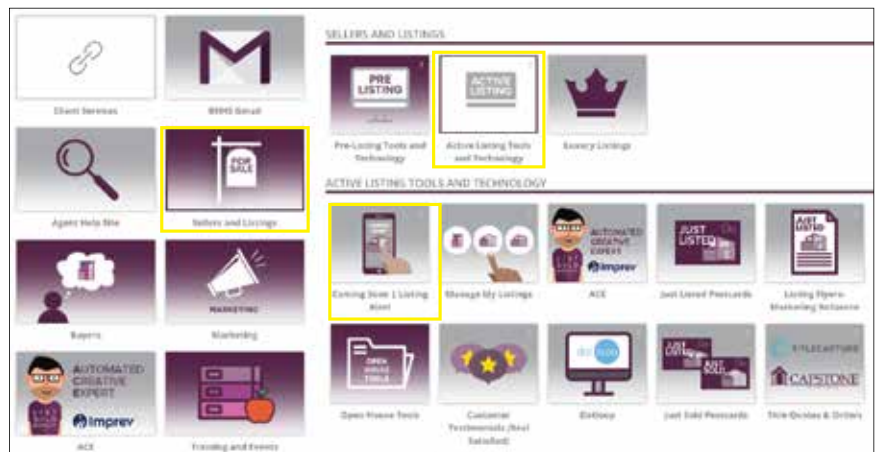
HOW TO: SEND A BUYSIDE LISTING ALERT

Let the power of reverse prospecting through Buyside work for you. Send out your seller's listing to every agent who has a matching buyer! Follow these steps to learn how!



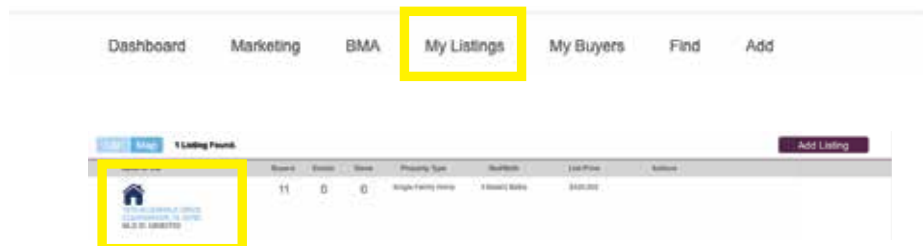
STEP 1: MYCABCORNER.COM

- Log into MyCabCorner.com
- From your dashboard, go to the **Sellers and Listings** tile > **Active Listing Tools and Technology** tile > **Coming Soon | Listing Alert**



STEP 2: MY LISTINGS

- From the dashboard, click **My Listings** up on the top menu
- A new page will appear where you can **select the listing you want to send out**



STEP 3: SEND OUT THE LISTING ALERT!

- Locate the Contact Buyers Agents(s) column on the right-hand side of the dashboard
- We suggest you **edit the message** to make it more personal prior to sending it out!

Berkshire Hathaway HomeServices Florida Properties Group

Dashboard Marketing BNA My Listings My Buyers Find Add

1875 ALLENDALE DRIVE, CLEARWATER, FL 33758
 Status: Active
 Bedrooms: 3 Beds
 Bathrooms: 2 Bathrooms
 Property Type: Single Family Detached
 School District: Pinellas County Public Schools
 Comments: Impressive single-story, custom-built house built by KB Homes in 2012. It is now available in Clearwater's increasingly popular Stone Coast neighborhood. Home features over 2000 sq. ft. of living space.

Matching Buyers by Target Purchase Price

Target Purchase Price	Agent Verified Buyers	Non Verified Buyers
\$385,000	18	0
\$405,250	12	0
\$425,500	11	0
\$445,750	11	0
\$467,000	9	0

Contact Buyer Agent(s)

I may have the perfect listing for your buyer. I have provided the property information and listing price below. Please contact me for more information. Let's see if we can make a deal happen!

To the Buyer Agent(s) of:

Select All

- ☐ Buyer ID: 5183761
- ☐ Buyer ID: 5183762
- ☐ Buyer ID: 5333947
- ☐ Buyer ID: 4731627
- ☐ Buyer ID: 5157081
- ☐ Buyer ID: 5214836
- ☐ Buyer ID: 5373047
- ☐ Buyer ID: 5440331
- ☐ Buyer ID: 5451520
- ☐ Buyer ID: 5453508
- ☐ Buyer ID: 5213804

Send Email

STEP 4: SEND EMAIL

- Once you're done **Press Send!**
- Boom, you're done!

Contact Buyer Agent(s)

I may have the perfect listing for your buyer. I have provided the property information and listing price below. Please contact me for more information. Let's see if we can make a deal happen!

To the Buyer Agent(s) of:

Select All

- ☐ Buyer ID: 5183761
- ☐ Buyer ID: 5183762
- ☐ Buyer ID: 5333947
- ☐ Buyer ID: 4731627
- ☐ Buyer ID: 5157081
- ☐ Buyer ID: 5214836
- ☐ Buyer ID: 5373047
- ☐ Buyer ID: 5440331
- ☐ Buyer ID: 5451520
- ☐ Buyer ID: 5453508
- ☐ Buyer ID: 5213804

Send Email

HOW TO: DATAMINE USING REMINE

Use Remine to help you with your prospecting and marketing activities, such as the 10-10-20 rule, farming a neighborhood and warm-calling!

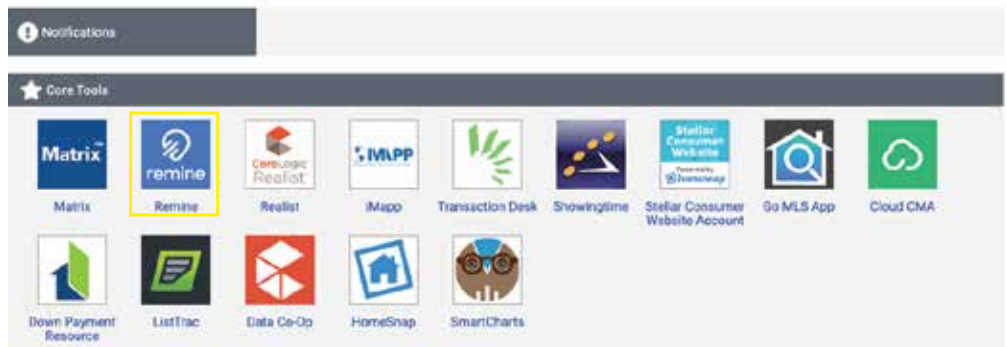


STEP 1: LOG INTO MLS

- Click on **Remine** tile on your dashboard

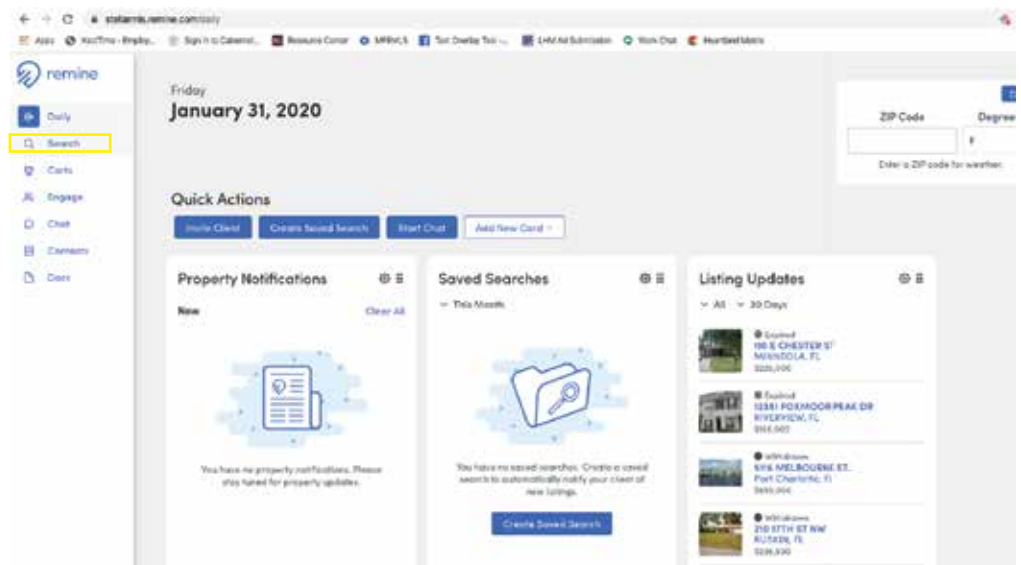
Welcome to Stellar MLS!

From easy to use technology, to accurate data, to massive exposure, we are helping you make the most of your listings!



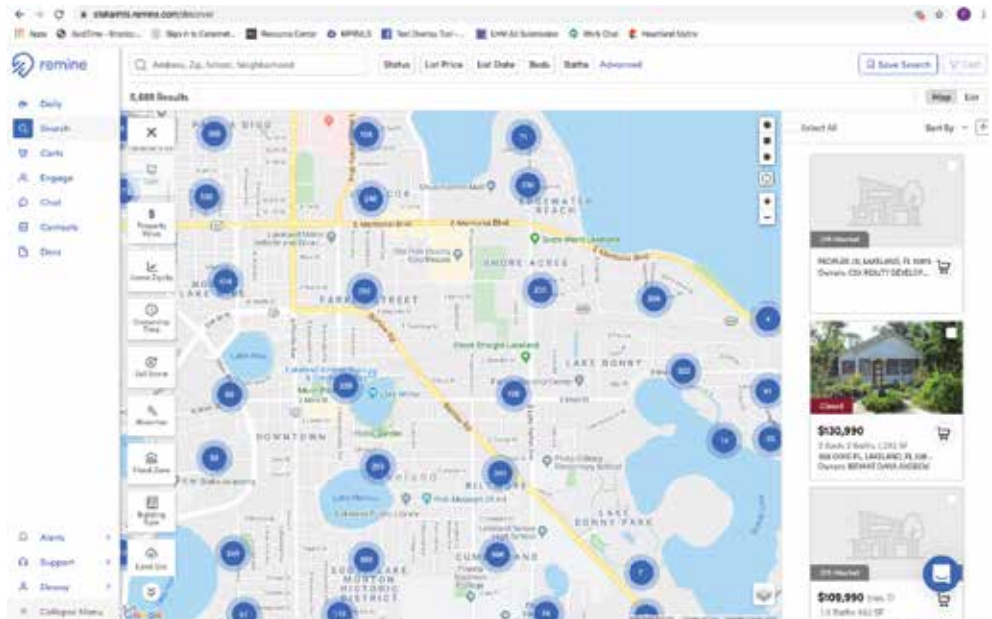
STEP 2: NARROW DOWN

- From the dashboard of Remine, click **Search** on the left hand side of your screen



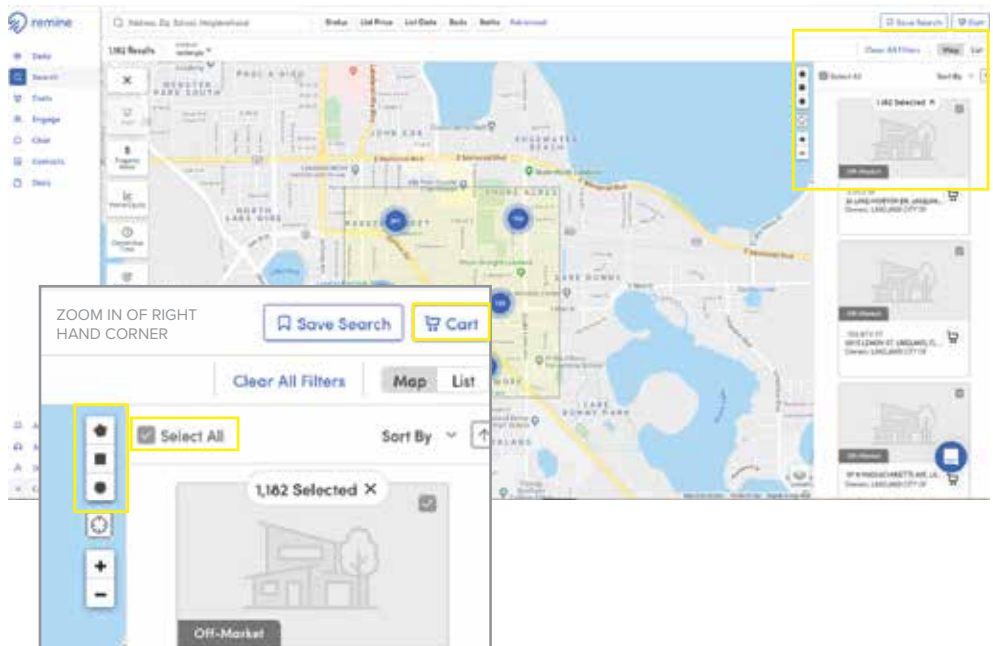
STEP 3: ZOOM IN!

- A map will appear with blue dots, zoom into your desired location
- The blue dots represent how many homes are in that area. Zoom in as far as possible to make your search as close to the subject property as possible.



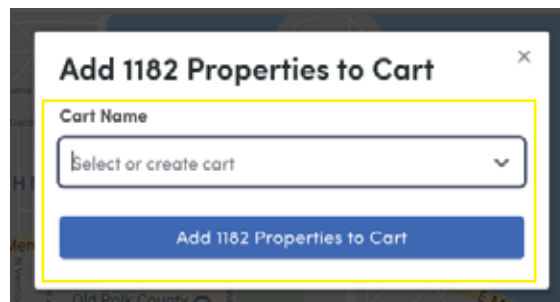
STEP 4: DRAW A SHAPE + ADD IT TO YOUR CART

- On the right hand side of the map, there are different shapes. Choose the **shape** that best fits the location you want to target and draw it onto the map.
- Then in the far right hand column, check the **Select All** box to choose all of the homes in the designated area
- Next, click **Cart** up in the top right hand corner



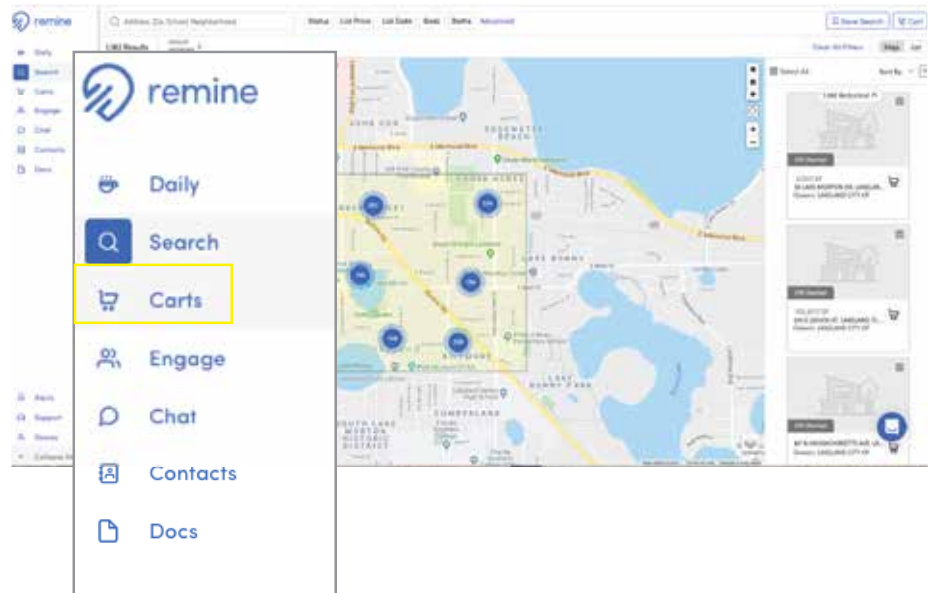
STEP 5: NAME + SAVE YOUR CART

- Name your **Cart** or add this search to a previously made cart (name it specific to the search you are conducting)
- Then click the **Blue Bar**



STEP 6: GO TO YOUR CART

- Once the cart has been saved, look on the left hand side of your screen and click **Carts**



STEP 7: EXPORT YOUR CART

- Click the **Cart** you created
- You'll see all of the homes listed
- From here, **check the box** in the top left hand corner to select all of the properties
- Then, click **Export** at the top of the report
- A small window will appear, **Name Your File** and click **Export** (no need to uncheck anything, you want all of those fields included in your report)

1182 Properties Export Send Mailers More

NOTES	ADDRESS	CITY	STATUS	DOM	MLS ID	SOURCE	STATE	ZIP	PRICE	BEDS	BATHS
<input type="checkbox"/>	814 E CLARENDON ST	LAKE LAND				Added To Cart	FL	33801		0.0	
<input type="checkbox"/>	746 E PEACHTREE CT	LAKE LAND	Closed	26	U0009924	Added To Cart	FL	33801	\$925	2	1
<input type="checkbox"/>	810 LAKE SHORE DR	LAKE LAND				Added To Cart	FL	33801		2	1.0
<input type="checkbox"/>	821 E PARKER ST	LAKE LAND				Added To Cart	FL	33801		2	1
<input type="checkbox"/>	1014 E CLARENDON ST	LAKE LAND				Added To Cart	FL	33801			0.0
<input type="checkbox"/>	MORGAN AVE	LAKE LAND				Added To Cart	FL	33801			0
<input type="checkbox"/>	734 CHEROKEE	LAKE LAND				Added To Cart	FL	33801			0
<input type="checkbox"/>	215 E LIND ST	LAKE LAND				Added To Cart	FL	33801			0.0
<input type="checkbox"/>	830 E OAK ST	LAKE LAND				Added To Cart	FL	33801			0
<input type="checkbox"/>	816 N CLARK AVE										
<input type="checkbox"/>	E MOSE ST										
<input type="checkbox"/>	716 E PARKER ST										
<input type="checkbox"/>	423 S MCGRAW AVE										

1182 Properties Export Send Mailers More

☒ NOTES ADDRESS CITY STATUS

Mailers More

Name Your File

25 character limit

Include Contact Information ☒

Choose Your Columns
Select information to include in your download:

All Information ☒

Property Address ☒

Mailing Address ☒

Bedrooms ☒

Bathrooms ☒

Total Sq Ft ☒

Export

NOW WHAT? HOW TO USE YOUR FRESH REMINE DATA

So you've got this fancy report, what to do with it? There's quite a few things we suggest. Read 'em below!



10-10-20 RULE

Phone Call

A phone call is a great way to utilize both your Remine data AND the 10-10-20 rule. You are providing the homeowner with information on your new listing, invite them to your open house, etc.

Bonus: Remine provides a column full of phone numbers and already checks it against the Do Not Call Registry! If there is a "DNC" at the end of a phone number, then it is on the Do Not Call Registry. If that is not there, you can use that phone number!

Slydial

If you want to bypass a phone call, you can use a program called Slydial to leave a voicemail instead.

Good to know: Be sure that your voicemail is informative, NOT a solicitation as this frowned upon.

eBlast

Who loves free? We do! The email addresses you receive from the Remine data you pulled is a free and easy way to send your new listing property flyer, an invite to an open house, or let them know the house just sold!

Good to know: Use your marketing package materials from ACE like the flyers and email templates. They're already created for you to save you time!



FARMING A NEIGHBORHOOD

Post Cards

Use the addresses from your Remine Data to farm a neighborhood!

Good to know: Use the postcards ACE has created for your listing! Or you can head over to Marketing Resource or Xpressdocs and use one of their templates if you don't have information about a listing to share with them.

FARMING A NEIGHBORHOOD 8X8 METHOD

Below is a strategy to help you gain momentum in farming a neighborhood in order to win more listings! You will send 8 pieces over 8 weeks then 1 piece per month thereafter. Your first 8 pieces should look personalized to that homeowner and focus on the RELATIONSHIP. The next 12 pieces can be a mixture of general and personal- mailed and in person.



WEEK 1: SEND A PERSONAL NOTECARD

Send a hand-written notecard that is truly personal- NOT asking for business.

Example of notecard:

Hi _____,
Wishing you a Happy New Year!
Hope this year brings you all
the joy and well wishes! Hoping
to talk soon!

OR

Hi There Neighbor!
Wanted to pop in to your
mailbox to introduce myself.
My passion is Real Estate and
wanted you to know if there is
ever any questions you have or
advice you need I'm just around
the corner and would be happy
to help!



WEEK 2: SEND AN ITEM OF VALUE

Send a quick letter or print out of fun things happening in and around the community with a personal note.

You'll need to use the internet (sites like Eventbrite) or a local newspaper to compile your information. You can also find a list of things happening around town on Facebook Events!

Here's a power point template you can use to complete this week's task.



WEEK 3: NEWSLETTER

Send a newsletter of Real Estate Activity in the neighborhood. You can use Marketing ReSource to design one. You are showing Homeowner's actives, pendings and recently solds within the community.

There is a flyer and other resources on Marketing Resource which you can use. Login to Marketing Resource, type in "Market Activity," and then filter by type "Flyer".

Sample: Market Activity Property Flyer (Multi-Option Layout)

8.5x11 Flyer | Use this multi-option Flyer for yearly, monthly market activity. All text is editable, MLS Enabled Flyer.

Options include: 4 Property Images | 6 Property Images | 9 Property Images



WEEK 4: POP-BY

You will purchase a small item and clear plastic door hanging bags (Amazon) and create pop-by tags!

Download the design of your choice, print on heavier card stock, and then cut them out! Attach your business card to the tag, and then attach your tag to the small items you've purchased.

When you're done, drop them off at each of your Farming Neighborhood doors!



WEEK 5: BMA

Print off a BMA for each house within your farming neighborhood and put them in a hand-addressed envelope to each home.

Write a quick note on the front of each BMA!

Here's a sample:

Thought I would send you a quick update on your home so you can see how the market is impacting you! Hope you find this information valuable.

All the Best,
Casey



WEEK 6: HAND-WRITTEN CARD

Send a hand-written card to follow-up on the report from last week. Sample note:

Hi _____. I sent a quick report last week to give you a snapshot of your home's value! I wanted to do a quick follow-up to make sure you received it and see if you have any questions.

If you ever need anything, even if it's just advice- I'm just a phone call away and would be happy to help!

All the best,
Casey



WEEK 7: NEWSLETTER

Send a newsletter of Real Estate Activity in the neighborhood. You can use Marketing ReSource to design one. You are showing Homeowner's actives, pendings and recently solds within the community.

This is a repeat of the instructions on Week 3, but don't repeat the same data!

WEEK 8: CALL

Call each customer (use Remine to find phone numbers). Anyone you cannot reach, do another pop-by item.

Example of Script:

The purpose of my call is to ask if you have some time to meet with me next week. I like to do a Real Estate Review for my neighbors. This is quick look at the equity you have in your home, review any potential updates you're considering and answer any questions you have about the market.

AFTER THE 8X8 CAMPAIGN

Pick one of the activities below to do each month. Make sure to do a combination of the below activities so you're not doing the same thing each month.

- Newsletter
 - Best websites to shop from home
 - Market statistics
 - New on the market in the neighborhood
 - School Programs
 - Facebook Events Nearby for the following month
 - Just Listed/Sold
- Indoor Activities around the City
 - Pop By's:
 - I'm fishing for your referrals, let's catch up! (Attached to goldfish bag).
 - Call each neighbor for a "touch base" call
 - Use Remine in MLS to find their numbers
- Hand-written notecard
 - Sports calendar Magnets
 - Hosted Neighborhood Event
 - Annual pumpkin patch
 - Flags in front yard for 4th of July
 - Ice cream Truck
 - Neighborhood yard sale

- Service Not Sales
- Make Good Decisions
- Change their life

- Matches my values
- Innovative Technology and Tools
- Full Service

- Reason you got your license
- Committed to Success
- Process - 6 Key Steps to a Successful Sale

[illegible]

LISTING EXCLUSION FORM



OWNER(S) AUTHORIZATION TO TEMPORARILY EXCLUDE LISTING FROM THE MLS

Property Address: _____

Listing Agreement Beginning Date: _____ Listing Expiration Date: _____

Listing Brokerage Name: _____

Date to be entered into Stellar MLS (mm/dd/yy): _____

The purpose of a multiple listing service (MLS) is the orderly correlation and dissemination of listing information, including properties for sale to allow cooperation among MLS brokers and their agents to better serve the buying and selling public. Properties must be entered into the MLS within 5 business days of signature on the Listing Agreement. It is understood that five days may not be sufficient to ready a property for the market and MLS Rules provide an exception with written instructions by the property owners. Use of this form will provide notice to the MLS if the listing will be excluded from the MLS beyond the allowed five days. **Note: Submission of this form is required within 5 days of the dated signature of the owner(s) of record or the listing effective date on the Listing Agreement if not entered immediately into the MLS.**


Initials and signatures of all owners and signatures of both the listing broker/office manager and agent are required for validation – no changes or strike-throughs to this form will be accepted.

☐ ☐
Owner Initials

As Owner(s), I/We understand that any public marketing of this property will trigger the MLS Rules and Regulations requirement that the property be entered into the MLS within one business day for cooperation with other MLS Brokerages. *Note: Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, all social media platforms public or private, brokerage website displays (including IDX and VOW), digital communications marketing (email or text blasts, or automated voice calls / messaging), multi-brokerage listing sharing networks, and applications available to the general public.*

Signatures below and initials above affirm the owner(s) instructions to withhold this property from publication in the MLS until the date noted. Owners acknowledge that if an offer is accepted during the temporary exclusion period, the property must be entered into the MLS in accordance with MLS Rules and Regulations.


Note: This Listing Exclusion may be withdrawn by the listing office at any time and placed in the MLS upon Owner's authorization.

Owner Name (Print)  _____ _____
Owner Signature Date

Owner Name (Print)  _____ _____
Owner Signature Date

By signing below, Broker/Office Manager and Agent affirm that this form has been fully reviewed with the Owners and acknowledge that the Form must be filed in accordance with Stellar MLS Rules and Regulations. *Note: both signatures required*

Agent Name (Print)  _____ _____
Agent Signature Agent MLS ID

Broker/Office Manager (Print)  _____ _____
Broker/Office Manager Signature MLS Office ID

BRAND PROMISE #3

FULL OWNERSHIP

To take full ownership over the trust they've placed in us and act accordingly.

TO BE LEGENDARY, WE ASK YOU TO COMPLETELY OWN THE EXPERIENCE YOUR CUSTOMER HAS IN THESE WAYS:

- Make sure all communication is timely and delivered in the way the customer wants.
- Do all things with the utmost integrity.
- Do not make excuses. If it is a customer's reality, it should be ours.
- Do not take on more than you are capable of handling exceptionally well.
- Make sure that you know and abide by all time frames, whether detailed in a contract or by the customer.
- Be solution driven.

THIS IS HOW YOU CARRY OUT THIS STANDARD

- If a problem is presented, research and present the customer with two potential resolutions.
- If there is tension, confusion or lack of trust we ask you to have a direct conversation with the customer to address and resolve.
- Give knowledgeable solutions and direction for how they're feeling at their current stage. May vary per person.



STATEMENTS TO AFFIRM STANDARDS

- Making sure you have a legendary experience is my responsibility. How else can I help you?
- I don't have information to share but wanted you to know I am working on...
- I want you to know I'm here for you. Is there any way I can serve you today?

TIE DOWN STANDARDS AFTER SUMMARY

- Did I hear that correctly?
- Is that what is most important to you?
- Did I prioritize that correctly?
- Did I miss anything you'd like me to take care of for you?

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



DAY

4

WHAT WE'LL BE COVERING TODAY

OBJECTIONS

SCRIPTS

QUICKBUY

SPACIO

BRAND PROMISE #4

MIKE FERRY

40 REAL ESTATE OBJECTIONS HANDLED

1. "If I list my home with you and buy my next home from you, will you cut your commission?"

"You know, I can appreciate that, and I want to be up front with you and say NO, I will not cut my commissions, and for one very simple reason."

"As a professional my time has a certain value and I only work with people, like yourself, that realize the value of my service ... and before you say anything, think about this ... "

"If an agent is willing to cut his or her commission, just like that, how well do you think they will hold up when it comes to negotiating the best possible price for your home?"

"I want to demonstrate, up front, how tough I am going to be for you ... Therefore, cutting my commission is not an option ... does that make sense?"

2. "I have to keep my promise to the agent from which I originally bought the home."

"That's great, I can appreciate your loyalty and that is a quality that I respect in people ... so, I'm curious, let me ask you this ...

"Has there ever been a time when you decided to buy something or do something and a friend said, 'Hey, no problem when you need help, I can do it' and in the end, because you didn't check around, you really didn't get what you wanted ... Have you ever been there before?" (YES)

"Well, I think you might find that this time is just like that time, and with that in mind, I'm sure you can see the importance of having me over to give you a second opinion ... that wouldn't hurt anything, would it?"

3. "I have seen this marketing plan from many different agents ... what makes yours different?"

I'd level shift ... "You know what? You're right! There are only a certain number of things any agent can do to get a home sold and I think the final decision is not based on what I do differently ...

"I think the real issue is how you feel about the agent representing you ... So tell me, what qualities are you looking for in an agent?"

Did you see how I shifted from "What do you do different?", to "What qualities are you looking for?"

Top Agent Alternative: "My results!"

4. "Why is your price so much lower than the other agents that we have talked to?... I mean, they have comps that show higher prices than yours?"

"It's kind of confusing isn't it? I mean, you interview four agents and you get four different prices ... right"? (Yes, why is that?)

"You are probably thinking, why did this person come in with such a low price? Doesn't he or she want to get our listing? Well, my answer is Yes and No."

"You see there is a very big difference in the way that I operate and the way that most agents operate. Most agents manipulate the computer to show figures that they think you want to hear. Why?"

"Well, most agents don't do much or get much business. Getting your listing makes them feel like they are accomplishing something ...

"Whereas, I, on the other hand, sell homes, non-stop, all day long. Do you want to know why?" (Sure)

"I tell nice people like you, the truth. Did you know that only % of the homes that are listed for sale actually sell?" (No, I didn't know that.)

"There's a very simple reason, do you want to hear it?" (Yes)

"Most agents do not have many listings. Therefore, convincing you to list your home with them becomes very important."

"That's why they'll tell you whatever price they think you want to hear, even if they know six months from now, you will not be happy with them at all because no buyers will look at a house that is over priced ... Does that make sense?"

Top Agent Alternative: "My comps show the price I have indicated. I will take the listing if you will agree and sign an acknowledgement form tonight that you will reduce the listing to my price in 30 days. I would rather see you turn down 10 offers than never get one."

Top Agent Alternative: "They emphasize listed prices. All I am concerned with is what is sold and has closed escrow. You wouldn't want to base your price on erroneous info, would you?"

Top Agent Alternative: "There are two places you can price your home ... You can list it where it sits or you can list it where it sells. Which is better for you?"

5. "I'll sell my home when the values go up!"

If a prospect has no reason to sell their house then that is a condition. You can't overcome conditions.

6. "How much advertising will you do, because I want a lot of advertising?"

"I understand that advertising is a concern ... Are you familiar with the difference between passive and active marketing?" (No?)

"Passive marketing is basically sitting around with your fingers crossed waiting for a buyer to shop up and buy your home..."

"Passive marketing is holding open houses, sending out flyers and advertising in the newspaper..."

"You see, these methods are passive and you can't predict if they will work or not. Yet, agents that don't want to work at getting your home sold will insist that they have sold many homes this way ... And do you know what?"

"I agree, you can get a home sold that way ... But, you can't guarantee it. Do you understand what I mean by passive, basically sitting around waiting to get your home sold?"

"Active marketing on the other hand is much more aggressive and very predictable."

"I will be on the phone every single day and call 10, 25, 50 even 100 people asking them if they would like to buy your home, if they know someone who would like to buy your home or if they would like to sell their house..."

"Do you know why I ask them if they would like me to sell their house?" (Why?)

"You see, the more signs I have out in the community, the more buyers that will call on those signs. The more buyer calls I get, the more people I can show your house to ..."

"Now, which way, passive or active do you think gets more homes sold?"

"Would you like me to spend all my time and effort doing what is proven to get your home sold or would you like me to sit around with my fingers crossed hoping a buyer happens to call?"

Top Agent Alternative: "I advertise to the brokerage community; it has the qualified buyers for which we are looking." (Passive vs. active, etc.)

7. "You're too busy, you have so many listings, we want someone that can give us the attention we deserve."

I'd level shift this one, I'd say...

"I can appreciate that and you probably haven't had a chance to think about the advantage I have over my fellow agents in town..."

"You see, the more listings I have, the more signs I have on the street. The more signs I have on the street, the more calls I get from buyers ... and, of course, most of those buyers don't buy the house they call about and many of them will be very interested in our house."

"Can you see the advantage of listing with an agent that has 20-30 signs on the street working for you?"

Top Agent Alternative: "It's funny you should say that ... Benjamin Franklin said, 'If you need something done, ask a busy person.'"

8. "I want to find a house before I put mine on the market."

"I agree, finding your new home is important and the unfortunate thing is ... it may take as long as three months for your home to sell. Then it will take another two months to get all of the paper work done and, by that time, any home that you would have found, would already be sold."

"Let's get the listing agreement signed right now and get to work on getting your home sold tonight, so you don't have to wait any longer than is necessary to get moved into your new home ... sound good?"

Top Agent Alternative: "I understand your concern about your new home. I've brought you a list of current listings that fit your needs. Check these out and we will start looking. Once this house goes under contract, we will put a contract on your #1 choice – Close both homes the same day – One move for you! You are in good hands. I will take care of you."

Top Agent Alternative: "Terrific! Have you seen a home or are you ready to make an offer on one?" (No) "Great, let me go ahead and schedule a time with my lender and buyer/showing agent. They can handle that for you. Let's go ahead and write up the contract now."

9. "You don't handle homes in our price range."

I'd level shift ...

"You're right, I don't sell a lot of homes in your price range and that's exactly why I'm here tonight ..."

"I usually sell homes in lower price ranges and what I find is ... after I sell my client's homes, a great many of them move up to your price range, therefore, it only makes sense... that the next logical step for me is to start to sell your price range as well, considering I already have a relationship with many of the buyers that will be interested in your home ... does that make sense?"

10. “I need to net this amount in order to move, I have to be at my new job in 90 days, but I can’t afford to buy a new home if I take a loss.”

“I can appreciate the position that you are in. Many people in our area are in the same position and you know ... I’m curious. Has there ever been a time when you knew you were going to have to make a sacrifice?”

“I mean, you knew it was going to be tough and in the end, after analyzing all of your options, you realized that there was only one thing to do ... Put our head down, grit your teeth and go for it ...

“But you found that in the end, it all worked out. You made it through the tough times and life went on, maybe even better than before ...

“Have you ever been there before?” (Well, yes)

“This time is just like that time ... as you can see, the competitive market analysis shows that there is no way anyone is going to give you what you need to make this move ...

“My question is this. Is it more important to get out from under this house, take the new job and work through the tough times or are you in a position to keep making mortgage payments on this house for a couple of years until property values go back up?” ... Help your prospects to see that they have probably been in tough places before and made it through ... and this time is no different.

11. “If I have to sell at that price, then I will sell it myself.”

“I can appreciate your frustration with the marketplace and I was wondering, what specifically causes you to believe that you can sell this home yourself, when less than % of the home listed for sale with real estate agents are selling?” (I don’t know ... but, I can’t afford to sell at that price.)

Ah-ha! The real objection comes out! Now dig more, find out the true motivation and handle the objection the way I have already taught you.

Top Agent Alternative: “No matter what you ask for, the homeowners are trying to save money by selling their homes themselves. I can create more competition through the brokerage community.”

12. “If we have to sell that low we will sell it ourselves and pay 3% to the agent that sells it.”

“I completely understand your point of view Mr. And Mrs. Seller and it sounds like you haven’t been involved in this kind of transaction in a while ... can I tell you why?” (Sure!)

“Agents work with buyers because it is easy. You show the house, the agent writes an offer, and the agent on the listing side handles the next three months of legal paperwork trying

to get the deal closed ... Does that make sense?” (Yes)

“If you list it for sale yourself, who will follow up with the three months worth of legal paperwork ... you? If so, what agent will want to risk the fact that you have never done it before?”

“Let me ask you this ... If you were an agent, would you rather show homes that were listed with professional agents that worked to get deals closed?”

“Would you rather show a home and keep your fingers crossed, hoping that you don’t get sued by the buyers because some legal aspect was overlooked by the homeowners and the transaction didn’t get done ... Which would you rather do?”

“Do you see my point?” (Yes)

“Your idea sounds valid. It just doesn’t fit into today’s “lawsuit-happy” reality ... I’m sorry. Are there any other questions I can answer before you sign the listing agreement?”

Top Agent Alternative: “That may sound good, but then nobody is pushing your property. If nobody pushes it, nobody shows it. If nobody shows it, then I guess it won’t sell.”

13. “We don’t want to list at a price that will get it sold in one week.”

First of all, why would you tell them that it was going to sell in a week, unless they told you they needed to be gone in a week?

The only reason you would get that objection is if you were getting overly egotistical and ambitious and bragging ... I’ll sell your home in a week ...

It is more important to listen to when they want to be gone and tell them that your price will get them there on time and maybe even a week or two sooner!

You created that objection yourself, so I’m not going to handle it.

Top Agent Alternative: “I’d rather turn down 10 offers than never get one ... I’ll work with you to get the right price for your home.”

14. “We can always come down in price later.”

“You’re right, and I think you need to take into account how homes get sold.”

“You see, if we come out of the shoot with your home overpriced all of the agents that show properties will instantly write you off as non-motivated sellers ... Can I explain what that means from an agent’s perspective?” (Sure)

“The higher a price is on a property, the less a seller needs to sell it ... at least that’s what the agents believe ... purely from their past experience ...

"Now, a non-motivated seller means, that even if you come down in price later, two things will happen."

"Most agents won't even realize your home has been reduced. Now, you might say, can't we send them a flyer telling them that it's been reduced?"

"Yes, we could send everyone a flyer telling them that the prices has been reduced, but agents get 500 flyers a week and there is a good chance it will go unnoticed."

"If they see that you had the home priced real high in the beginning, that will tell them that you were kind of unrealistic when we listed the property, meaning that you didn't believe that what I was saying was true ... all agents interpret this as trouble when it comes to getting the deal closed."

"Do you understand why? If we price it to sell right from the beginning, our odds of getting agents to show it is much higher."

Top Agent Alternative: "By that time the buyer for your home will have bought another. Do you want to lose that buyer?"

15. "We aren't quite ready yet, we need to finish a couple of projects around the house before we put it on the market."

I would say ... "I agree that making sure the house is up to par is important and you probably didn't realize how little effect it will have on getting your home sold ...

"Let's get your home listed for sale, get some of the top brokers in town to show the house to prospective buyers and get their feedback ...

"The good news is, you'll find that maybe only one or two of your projects actually need to get done ... if any at all ..."

"It sure would be nice to not have to spend a dime to get out of this place ... wouldn't it?" (Yes) "Great, which would be better for you, tonight at six or 7:30?"

Top Agent Alternative: "Great! Why don't we complete the paperwork now and while you are doing your projects I'll get the flyer done and paperwork processed so when you are ready I will be ready too! We'll show it in 2 weeks."

"How much money will you spend on those? You'll probably not make that money back. Let's just sell as is and save you the time and money okay?"

16. "Will you cut your commissions, other agents will?"

"You know, you're right, there are a lot of desperate agents out there and I'm a little concerned ... can I tell you why?" (Yes)

"Do you own anything more valuable than this home?" (No)

"Could you say that it is your most valuable possession?" (Yes)

"If an agent is so desperate that they are willing to broadcast the fact that they don't think they have any value as a Realtor, then I'm confused."

"Is that the type of person you want sitting across from the negotiating table trying to negotiate you a better price?"

"We are talking about a person who has already admitted that he or she doesn't even see value in himself or herself ... "

"Is that the type of person you want to represent you in the most valuable transaction of your life?" (No)

"Good. If that was the case then I should not have even come over, considering I work 14 hours a day and my assistant works 8 hours a day to get your home sold and that's very valuable ... don't you think?"

Here's one for the top producers and I have to say something before I give it to you. The more conviction you have the less you will get objections like this.

In fact, this objection is purely a function of a weak presentation ... If you sound hesitant, your prospect will begin looking for ways to exploit your weakness.

I would interpret this objection as your prospect telling you ... "I don't think you have any value ... so you better prove it to me."

Top Agent Alternative: "They may feel they are worthless. If they will reduce their price at the listing table, what will they do at the negotiating table? I will be tough and professional on both my fee and your price, particularly at the negotiating table."

Top Agent Alternative: "Commissions aren't negotiable with agents that sell homes daily. They are only negotiable with realtors who don't believe in the services that they offer. Now you told me you had to be gone in 90 days, right? You need a strong service agent that sells homes, right?"

17. "It seems like 7% should be enough to cover your expenses without paying an additional \$250 transaction fee."

I would level shift from money to peace of mind ... I'd say ...

"I can understand your concern. It is a lot of money ... so, I want you to look at it this way... Don't look at the money. It's really the peace of mind you will experience when you use my service ...

"Unfortunately, most agents don't run their business like a business."

"That means they don't have all the support necessary to guarantee your home will sell ... and what is even more important than that is having staff necessary to get the deal closed."

“Did you know that only XX% of the homes listed for sale actually sell?” (No)

“Well, even worse is this, did you know that only XX% of the homes that get offers actually end up closing?” (No)

“The reason you are going to pay me more is simple. Every house I list for sale sells, and my staff gets them closed so you walk away with a nice big check in your hand ... I mean, that’s what you want isn’t it?”

Top Agent Alternative: “I have a licensed specialist who does nothing but track your transaction on a daily basis. You can lose more than \$250 by not having someone watching your deal daily. One agent can’t do it all, it’s impossible.”

Top Agent Alternative: “I understand. Remember I get 3% of the 7%, which I split with my company – then I take off for my expenses. The transaction coordinator is an insurance policy that your home will close escrow, but if you’d rather take a chance ... ”

Top Agent Alternative: “When you get a loan you pay points and a processing fee. It’s the same thing. Isn’t it worth \$250 to have me and my six assistants working for you?”

18. “Why don’t you advertise? Everyone else we talk to says they do the same things as you plus they advertise.”

I’d say ... “Obviously that is a valid concern and I’m glad you brought it up ... You see, I want you to realize that if an agent tells you that he or she does the things that I say I’m going to do, which is to ...

“Actively prospect daily every single day to get your home sold ...

“Then he or she is more than likely stretching the truth a little. Can I tell you why I think that?” (Sure)

“Agents that advertise a lot don’t want to work. So, what these individuals will tell you is that they actively prospect every day to impress you ...

“But, let me ask you a question ... If you could sell a home without spending 50% of your money ... would you?” (Yes)

“I mean, all smart business people would ... wouldn’t they?” (Yes)

“Either they are not smart, or they aren’t telling you the whole truth ... does that make sense?”

19. “You don’t hold open houses ... Why?”

I would say exactly the same thing I said about advertising and talk about passive versus active marketing.

Here’s one ... you were guaranteed the last interview and after all is said and done they say ...

20. “We still need to interview one more agent.” (Even after they promised you would be last)

Okay? First of all ... that is not the real objection ... they are just saying to you ...

“We don’t see why we should pay you money to sell our home ... that’s why you should leave.”

So, what we need to do is flush out the real objection.

Use the “What specifically causes you to believe” but, only if you are in good rapport, otherwise it might be a little too strong ...

For a less direct version that will still flush out the real objection try something like this ...

“You know ... I can appreciate the fact that you want another opinion, and the fact that I was told that I would be the last agent interviewed only tells me one thing ...

“Do you want to know what it is?” (Yes)

“Somewhere, somehow, I have not completely convinced you that I can sell your home. So tell me ...

“What is it, specifically, that is stopping you from signing the listing contract with me tonight?”

Now, you’re going to get the real objection and you can use one of the patterns I taught you to handle it ...

Top Agent Alternative: “I can appreciate that before we met today that you set up another appointment with another realtor. I’m sure you will agree that my qualifications will be tough to beat. I’ll be happy to call the other agent, cancel your appointment and it will be one less delay in getting your home sold.”

Top Agent Alternative: “Agents work together. I will call and tell him/her your home is listed and they can bring their buyers anytime.”

Here’s another objection for those of you trying to convert your real estate business into a real business. Which means you are asking your prospects to come into the office for appointments.

21. “It is important to us that you see our home, even though you don’t think it will make a difference in price. We want you to see it. We will only meet with you at our home.”

The only time you get this one is if you are using the Mike Ferry “Appointments in the Office” strategy. Here’s how I would handle it.

“I understand that seeing your home is important to you and that’s why I’m willing to make an exception for you ... under one condition ...

"If I decide to come over to your house and I present something that makes sense to you and you understand exactly how I'm going to get your home sold, and you feel comfortable with it ... are you going to list your home for sales with me at that point?"

If the answer is yes, go!

If the answer is maybe, then you need to decide what you want to do.

Top Agent Alternative: "Why don't I come by on my way to the office tomorrow morning, I'll look at it then, and see you here at 5:00 p.m. tomorrow night. That way I can show you our office set-up?"

Top Agent Alternative: "I will see your home once it's listed. You see I spend all my time out in the field looking for buyers to sell my listings. So, when your home is listed, I will be doing the same thing."

22. "We want to have an exclusion in the listing contract in case our company, friend or neighbor wants to buy it."

I'd say... "I agree that it's important to be thorough when we are filling out this contract and let me ask you this ...

"Why haven't you already sold the home to your company, friend or neighbor?" (No one has made us an offer)

"Your personal marketing hasn't worked and that's why you're hiring me ... is that right?" (That's right)

"So, I'm curious as to why I should waive my commission. If my marketing works well enough to convince your company, friend or neighbor to buy it ... isn't that what you are paying me for in the first place?

"Aren't you hiring me to let the public know your home is for sale and convince people that they should buy it?

"So, why would I cut my commission if my marketing works?"

Top Agent Alternative: "You have 24 hours to let them know you're listed. Call them. They do or they don't." Here's one ...

23. "We want to compare what you are saying to other Realtors." I'd use the what specifically pattern.

"Great! I think that is one of the best things that you could do and before I go ... Tell me, what is it specifically that is stopping you from picking up that pen and signing your home with me?" (We're just a little shocked by the price)

"Hey, I understand and let me ask you this ... If I can help you to realize that your home will not sell for a dollar more than what I have told you ... If you felt completely satisfied that it was true ... would you still want to waste your valuable time talking to another Realtor or would you just list we me tonight?" (Well, I guess if we felt comfortable, we would list

with you tonight) "Great!" Then simply go back through the CMA and convince them.

24. "Why should we choose you?"

The only way to answer this one is to know what makes you different from other agents. Since that is different with every agent ... I'll leave that one up to you.

25. "We want to think it over."

I would force them to make the general more specific.

"I can appreciate that, making a logical decision is important ... so tell me, what is it specifically that you're going to have to think over?"

Now, they will give you the real hidden objection and you can handle it using the patterns you have already learned.

26. An expired listing says "The last agent never showed our home himself and neither did anyone else from his office."

"Did they promise you that they would be showing your home non-stop?" (Yes) "Well then, I can appreciate what you're telling me ... you see I promise you I will not be showing your home! Do you want to know why?" (Yes)

"The agents in my office are not part of the top 100 agents in the area that sell 88% of the homes listed for sale.

"I'm curious ... Did you want me marketing your property to the people that sell the homes or the agents that just do okay?" (The agents that sell the homes)

"That's why I promise to market your home to the agents that sell homes and not to the agents that don't ... is that okay with you?" (Yes) "I thought so."

Top Agent Alternative: "You're kidding!"

27. "We will only list with agents that have brought clients by while we were selling on our own."

"I can understand why you might think that is a smart thing to do ... I mean it only seems logical ... doesn't it?" (Yes)

"You're right, it does seem logical, unless you know how the real estate business works... can I let you in on a little secret?" (Sure)

"Well, there are two types of agents ... listing agents and buyers agents. Of course both listing and selling, but let me ask you this ...

"You want to list your home for sale and get it sold, right?" (Right!)

"Then you want an agent that knows marketing ... does that make sense?" (Yes)

"Agents that take buyers to FSBO's aren't marketing agents, they are buyers agents ... They specialize in selling one-on-one."

"So, I'm curious, which do you think is going to get your home sold ... An agent that tries to sell people one at a time or an agent that sells to the masses trying to pinpoint that one perfect buyer for your home?"

"I'm sure no other agent even took the time to explain that to you ... did they?" (No)

"Do you see why it makes sense to list with an agent like myself that spends all day marketing your property on a mass scale?"

28. "We want to try selling it ourselves."

"I totally understand the thought of trying to get a home sold yourself ... I mean, let's face it ... saving that commission can mean some good money in your pocket ... right?" (Right!)

"So, I'm curious, are you familiar with the difference between passive and active marketing?" (No)

"Real quick ... Passive marketing is basically sitting around doing nothing like, holding open houses, sending out flyers or advertising in the newspaper ...

"Were you thinking about doing any of these things?" (Yeah)
"I was afraid of that!"

"These methods only work about 25% of the time! Yet, agents sell this concept as if this was the answer to all your problems ... right?" (Right)

"Which then makes you think well, what's so hard about that ... I could do that ... right?" (Right) "The problem is ... this doesn't get a home sold anymore ...

"Do you understand now what I mean by passive ... sitting around with your fingers crossed ... waiting for the buyer?"

"Active Marketing, on the other hand, is literally getting on the phone every single day and personally contacting as many people as I can 25, 50, even 100 a day.

"The key is ... asking them if they would like to buy your home, if they know someone who would like to buy your home, or if they would like to sell their home.

"Do you know why I ask if they would like to sell their home? Because the more signs I have the more buyer's calls I get to show your home ... does that make sense?"

"Now ... which way passive or active do you believe will get more homes sold? "And you understand that I am doing active marketing on you as we speak, right?"

"So, how many people do you think you could call a day to

try and get your home sold ... and by the way have you ever done telephone soliciting before?"

Top Agent Alternative: "You can try it. Lots of people do. It is like going to Las Vegas. Millions of people go, and every now and then someone hits the jackpot, but the vast majority of people lose money or Las Vegas wouldn't be there. Every now and then a seller hits the jackpot, but the vast majority need a Realtor or the real estate industry wouldn't be here."

Top Agent Alternative: "Let's talk, okay? John, you are an attorney and try cases in court daily. I can't imagine walking in and trying the case myself. I am a professional real estate agent. I know what I am doing. I am here to release you from the extra stress. I have a record 98.8% full contracts. I earn my commission. I bring you top dollar. I close the deal."

29. "We have a good friend in the business."

I'm going to have to steal my Dad's brilliant one ...

"I can appreciate that, almost everybody does, so when would you like to see how 85% of the homes I list for sale sell and why only 40% of the homes listed with other agents sell... tonight at 6:00 or tonight at 7:30?"

Top Agent Alternative: "Your friends will want the very best for you. I will be happy to call them for you."

Top Agent Alternative: "Are you willing to jeopardize your friendship?"

Top Agent Alternative: "You owe your friend friendship. You owe me nothing. But you owe yourself the best. Don't you want the best agent working for you?"

Now, this is an unusual one, but very relevant for big Mike Ferry Offices ...

30. "10 other agents from your office have called today; I wish you would just lay off."

I'd say ... "I can understand your frustration and are you beginning to realize that our office gets the job done?" (Yeah, but you're driving me crazy) "I agree ... it's a living nightmare isn't it?" (Yes)

"And I'm sure you can see that when you list your home for sale with one of the agents in our office, you are putting one of the most powerful real estate teams in the area to work for you."

"I'm curious, did you want a group of wimpy, non-aggressive agents working to sell your home or would you rather have hard-core, aggressive agents like those in our office?"

Top Agent Alternative: "Our company wants to be sure your home gets sold, as you can see we are the most aggressive agents in town. When today can we get together?"

31. “We told you we weren’t going to list our home until next year! Why don’t you stop calling, we will call you when we are ready!”

Well, my friend, this is a condition that you have created!

If you write a follow up letter that prospects find valuable, then you can call them every month and talk to them about what you wrote.

But, since you send your regular old real estate stuff that everyone sends and nobody cares about (especially your prospect) you just look like a pest and there isn’t much you can do about it!

Top Agent Alternative: “People’s plans change quite often and you may not have my name handy if your needs change. This aggressive approach is what you will need to find the right buyer for your home.”

Top Agent Alternative: “Because we find people’s plans change we like to keep in touch. Who do you know who is ready now that I can contact?”

32. “Your office is not close to our home.”

This sounds like a smoke screen, so I’m going to flush them out ...

“I agree, it’s not right around the corner from your home and tell me, why is that important to you?”

Now you’ll get the real objection ... more service, less cost, whatever.

33. “We’ll list after the holidays.”

I’d say ... “I think that’s perfectly valid and tell me, how many days during November and December are you going to want all to yourself?” (About five) “Five, that’s great.” “Now, did you know that exactly XX% of the homes listed for sale actually sell?” (No)

“Did you know that right now there are XX homes listed for sale?” (No)

“Did you know that the Board of Realtors showed that last year, more homes came on the market in spring than any other time of the year?” (No)

“So, I guess my question is this ... if I promise to keep everyone out of your hair for those five days ... would you still want to compete against potentially 6,000 homes for sale in the spring or the 2,000 homes for sale now ... if you knew that nobody or nothing would disturb you at your request?”

Top Agent Alternative: “Let’s get a jump start on our competition. Why not complete the paperwork now, I’ll get the flyer made and paperwork processed and will line up buyers. So when you are ready we’ll be ahead of the others

who are just getting started.”

We’re getting close ... only 8 more on my list ... Here’s one you get from Expireds all the time ...

34. “We’re already committed to another agent.”

I’d say... “Great! So, you have already signed a listing agreement?” (Well, no) “So, you are not committed, you are just promised ... right?” (Right!) “You know ... I really don’t care if you list your house with me ...

“If you’re thinking of interviewing more agents for the job of selling your home ... it is vitally important that you understand the different marketing approaches so you don’t get burned the next time ...

“You don’t want to get burned again ... do you?”

“So let me ask you this ... Do you know the difference between passive marketing and active marketing?” (No) “You don’t!”

“Passive marketing is basically sitting around doing nothing like, holding open houses, sending out flyers or advertising in the newspaper. Did your last agent use any of these methods?” (Yeah) “I was afraid of that!”

“These methods have been ineffective! Yet, your last agent sold it to you as if this was the answer to all your problems ... right?”

“Do you understand what I mean by passive ... basically, sitting around with your fingers crossed ... waiting for the buyer?”

“Active marketing, on the other hand, is literally getting on the phone every single day and personally contacting as many people as I can 25, 50, even 100 a day.

“The key is ... asking them if they would like to buy your home, if they know someone who would like to buy your home, or if they would like to sell their house ... ”

“Do you know why I ask if they would like to sell their home? Because the more signs I have the more buyers’ calls I get to show your home ... that makes sense ... doesn’t it?”

“Now, which way passive or active do you believe will get more homes sold? “And you understand that I am doing active marketing on you as we speak, right?” Got them!

I don’t think I have explained what I’m doing when I give the comparison between passive and active marketing.

That’s what we call a future pace... basically what my objective is ... is to cut the other agents off at the knee caps by educating the customers to the realities of the market place. Now, when they are sitting in front of the other agent, what question are they going to ask? “How many people do you call each day?”

Top Agent Alternative: “Make sure you have made the right commitment by seeing me and then making your decision. If they have better qualifications than me you can go ahead and list with them.”

Here’s one off the list ... what is this, an objection or a condition?

35. “We want to wait for the market to come back before we try and sell it again.”

Can you get around the fact that they don’t want to sell? No!

But, and I mean BUT, you may want to keep digging and see if they have an underlying motivation that we don’t know about that is forcing them to sell now!

The fact is ... if you don’t know how to match peoples’ communication patterns, they oftentimes won’t feel comfortable telling you the truth and so you need to dig more!

Top Agent Alternative: “In today’s economy the market is going to do one of two things; either remain the same or continue to go down, so you see waiting just doesn’t help does it?”

36. “I’m getting a lot of interested buyers through my house; I think I’ll be able to sell it in a week. So, what do I need you for?”

You tell me ... Objection or Condition?

CONDITION!!! If they can sell it themselves ... what do they need you for?

All you can say is this ... “If you don’t sell it, when will you be interviewing agents for the job of selling your home?”

Find out when and keep following up! Here’s one you get during a negotiation ...

37. “This offer is too low; we’re going to wait for a more reasonable offer.”

Use the “What’s Important About” questions that you learned in the Over the Phone training or off my Telephone Sales in the 90’s tapes.

Top Agent Alternative: “99% of the time your first offer is your best. Are you willing to roll the dice for a 1% chance?”

Top Agent Alternative: “We are lucky to have an offer in today’s economy. We could wait, and maybe there will be another offer, but it may take 4 months, 6 months, maybe even more, and even then the offer could be even lower.”

38. “You’ve lowered our price three times already and it’s still not sold. How can you ask us to drop our prices again?”

I’d say ... “Your frustration is valid. I mean the marketplace is slipping out from underneath you ... So, let me ask you this ...”

“When your neighbor’s home, which is exactly the same model as yours, sells for \$5,000 less than you are asking ... Who would pay more?”

“Even more importantly there are 3 other properties on the market, just like yours.

“One property is listed for \$1,000 less than yours, another is \$2,000 more than yours and the last one is \$1,500 less than yours.

“If anybody is going to buy a 3 bedroom, 2 1/2 bath with a 2 car garage, it will be the home that is priced the lowest.”

“You hired me to tell you the truth and get your home sold. If I could sell it for more, don’t you think I want a higher commission? I’m sorry reality is so painful.”

“If you would like, we could cancel our listing agreement and I could give you the names and numbers of a couple agents that specialize in overpriced homes that never sell.”

“Is that what you want or do you still want to work with someone that is on your side and tells the truth?”

39. “If we lower the price any lower, we won’t have enough equity to move.”

Which again we must resort to touching their motivational buttons ... Let me demonstrate the “What’s Important About” questions for you.

“What’s important about moving?” (I’ve got that new job I have to get to) A new job, that’s great!”

“So, how’s that important to you ... you know, the new job, I mean, what will that do?” (Well, I’m going to make more money and I’ll be able to give my family the life that it wants.)

“So, you’re going to make more money and give your family a better life ... that’s exciting, isn’t it?” (Yes)

“So, ultimately, you’re working at your new job, making lots of money, you are providing a great life for your family. What will all of this do for you?” (I don’t know, I guess it will just make me happy) “Isn’t that a great feeling?” (Yes)

“So, fortunately, to get you one step closer to just being happy ... you’re providing a great life for your family and you’re making lots of money at your new job. All we need to do now is simply make the sacrifice to lower your price, so then I can help get what you want in the time you want it. Won’t that be great?” (Yes, I guess that’s what we have to do)”

Top Agent Alternative: “If you really need to move, you will have to adjust your expectation level for your new destination. I can help you find something suitable. By the time your equity flows in your current home, prices will be higher everywhere else and you have the same problem.”

Top Agent Alternative: “Buyers don’t care what you are going to net. Will you be concerned about what the seller nets when you purchase.”

Now ... we made it! The last objection on the infamous list! It’s a price reduction objection, they say ...

40. “We have a unique home; the right buyer just hasn’t come through yet!”

Okay, here we go ... I’d say ...

“You’re right! You do have a unique home and I hate to tell you this ... but at this price, we will probably never get the right buyer in here ... can I tell you why?” (Yes)

“Because 90% of all buyers are represented by Real Estate Agents ... and Real Estate Agents will qualify the buyer to find out how much they want to spend, how many bedrooms, how many bathrooms, what amenities they want and so on ...

“The problem is, the unique qualities of your home do not show up on the computer where the Real Estate Agents get their information ...

“Meaning that based on your price, the number of rooms, baths and amenities you will not get anybody through here ... no matter how hard I market to these agents. In their mind, it isn’t the best buy on the market, they feel they are not serving their clients ... do you see my point?”

Top Agent Alternative: “That’s the very reason you need me to maximize your exposure and get enough buyers through that will ferret out the buyer looking for something different.”

Top Agent Alternative: “Buyers aren’t looking for a unique home; they’re looking for the best priced homes.” Are you getting the picture ... You can handle almost any objection that you come across if you simply practice using the patterns.

Always, always, always agree with your prospects that their concern is valid using...

- I can appreciate that
- I agree
- I understand
- That’s a valid concern

Tell them things like, “Most of my customers bring up that same exact point just before they list their homes with me.”

Then, remember ... never, never, never use the word “But.”

It basically tells the prospect that they are wrong and if you tell them that they are wrong, then they will naturally look for how you are wrong and that’s the last thing you want to happen ...

Use the word “And” to transition into your objection handling patterns.

That way, after you tell the prospect that their concern is justified or basically okay, they will look for how you are justified in what you say to them ...

Always remember to use basic human nature to your advantage.

So, now that you have validated your prospect and used the word “And” to transition, you can use one of these three patterns to handle the objection ...

First of all, always break the generalization down to the specifics using reverse inductive logic or anti cause and effect language ...

Use the pattern “What specifically causes you to believe? ... ”

Especially when they say things like ... “Your office is so small, we were thinking of listing with a larger office with more agents.”

You can say, “What specifically causes you to believe that a larger office has a better chance at selling your home than a smaller one?”

This way your prospect can tell you what they are really thinking and you can gently show them how they have been misinformed.

The second pattern we need to review is how to use your prospects’ past experiences to your advantage.

You say ... Has there ever been a time when? ... Then, explain a similar situation ...

Get agreement that they have, in fact, been in that similar situation before.

Tell them “This time is just like that time” basically tying the past and the future together for them.

And finally, explaining just how this time and last time are the same.

The last pattern we can use is level shifting which is basically telling the prospect something like “I hear what you’re saying about the price being a little low and I think what we’re really talking about here is freedom.”

Then you go on to show them how you can provide them with that freedom and how the freedom overshadows the pricing difference.

Well, with that, I have to say “See you soon” and I hope to see you again at one of our future Mike Ferry Events

MIKE FERRY EXPIRED SCRIPT OVER THE PHONE

Hi, I'm looking for _____

my name is _____

with Berkshire Hathaway

HomeServices Florida Properties

Group. I'm sure you've figured

out that your home came up

on our computer as an expired

listing and I was calling to see...

1

When do you plan on interviewing the right agent for the job of selling your home? (Never) Terrific! / Really!

2

If you sold this home ... where would you go next? (LA) That's exciting!

3

How soon do you have to be there? (Already) Ouch!

4

... what do you think stopped your home from selling? (The agent) Really!

5

How did you happen to pick the last agent you listed with? (Referral) Great!

6

What did that agent do ... that you liked best? (Nothing) Ouch!

7

What do you feel they should have done? (Sold my house) Really!

8

What will you expect from the next agent you choose? (Sell my house) Terrific!

9

Have you already chosen an agent to work with? (No) Wonderful!

10

I would like to apply for the job of selling your home... are you familiar with the techniques I use to sell homes? (No) You're Kidding!

11

What would be the best time to show you ... Monday or Tuesday at?

FSBO SCRIPT

Hi, this is _____ with Berkshire Hathaway HomeServices Florida Properties Group , and I'm calling about the home for sale... is this the owner? I'm doing a survey of all the For Sale By Owner's in the area and I was wondering...

1. If you sold this home ... where would you go next? (LA) That's exciting!
2. How soon do you have to be there? (3 months) Fantastic!
3. How would you rate your motivation to move ... on a scale of 1 to 10? (5) Good for you!
4. What methods are you using for marketing your home? (Sign and ads) That's great!
5. How did you determine your sales price? (Other agents) Fantastic!
6. Are you prepared to adjust your price down when working with a buyer? (Within reason) Terrific!
7. Why did you decide to sell yourself ... rather than list with a real estate agent? (Save the commission) Great!
8. If you were to list ... which agent would you list with? (None in mind) Fantastic!
9. How did you happen to pick that agent?
() Good for you!
10. If you were to list ... what would you expect the agent to do ... to get your home sold?
() That's great!
11. How much time will you take ... before you will consider ... interviewing the right agent for the job of selling your home? () Excellent!
12. What has to happen ... before you will consider ... hiring a powerful agent ... like myself ... for the job of selling your home?
() Perfect!
13. Are you familiar with the techniques I use to sell homes? () You're kidding!
14. What would be the best time to show you _____ or _____?



More Options. More Leads, More Listings.



QuickBuy® Immediate Offer

Sell with greater convenience.

- An immediate offer on a qualified home.
- Bypass showings and preparing the home for market.
- Close on the seller's timeline, in as few as 14 days.
- Sellers become stronger buyers.

QuickBuy® Lock

Sell with greater certainty.

- Lock in the QuickBuy® offer up to 150 days while you market the home.
- Sellers enjoy the assurance of an offer in-hand.
- Accept the offer at any time within the 150 days.
- Seller is in a better position to buy their next home.



QuickBuy® Leaseback

Sell with greater flexibility.

- Seller gets home sale proceeds and can move when ready
- Short and long-term options available
- Eliminate stress over move delays or take time to upgrade the new home

\$795 admin fee for all programs. Lock program includes a list price protocol and 1% fee to seller at closing to hold the offer open. Commission % will increase/decrease the net offer price



QuickBuy just got easier!
Update to QuickBuy App 2.0.
Qualify homes, submit property data, and take or upload photos directly from the app whenever your seller is ready for an offer!

Discover Your Seller's Needs

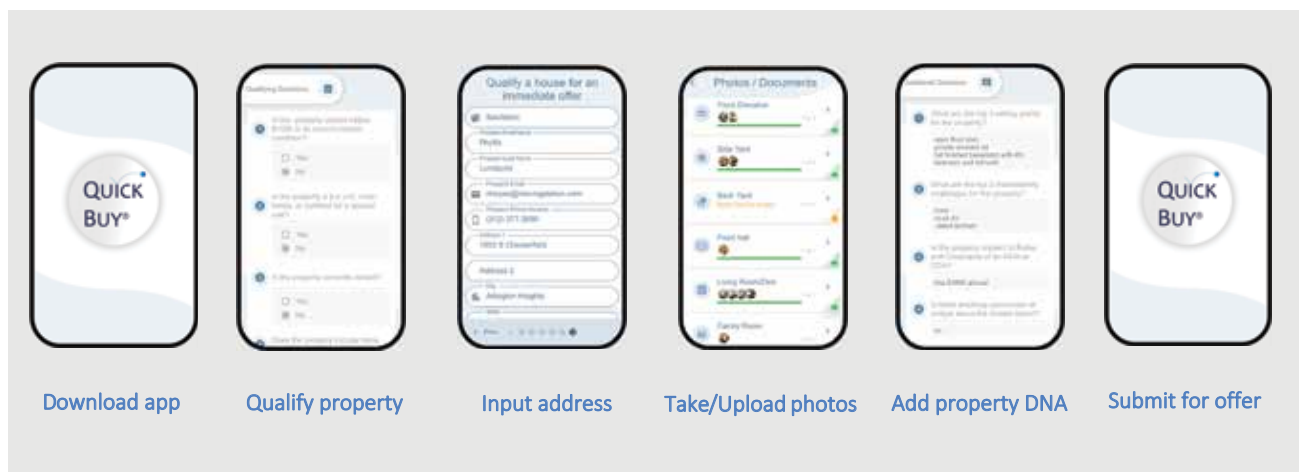
Ask discovery questions to help determine if the convenience and certainty of an immediate offer are important to your seller.

Request an Official QuickBuy Offer

Use the QuickBuy app to qualify the home, submit photos and property information

Present Options

Receive an Offer Letter in 24-48 hours. Present the offer and discuss the best home sale solution for your seller's situation.



Download the App Now

Register with your contact information.

For offers after Jan 17, 2022 -
Submit address, photos and data through the app when ready for an OFFICIAL OFFER. (no CMA or desktop uploads required)



Generate more leads when you market your immediate sale options along with your traditional sales skills!
Find marketing materials through your brokerage or www.movingstation.com/agent-marketing-resources/

Questions? Contact us at QuickBuy@MovingStation.com

QuickBuy.com



	REQUIRED DOCS - SELLER
LISTING	*Required Docs
	Listing Agreement (RFP)
	Affiliated Business Disclosure (RFP)
	Seller Disclosure (RFP)
	LBP Notice (if prior to 1978) (RFP)
	LBP Disclosure (If prior to 1978) (RFP)
	HOA Disclosure (if applicable) (RFP)
	MLS Data Entry Sheet
	Owner Waiver of Entry
	Seller Net Sheet
	Tax Record printout
	CMA

CONTRACT	**Required Docs
	Executed Contract (RFP)
	Disclosures (RFP)
	Escrow Receipt (RFP)
	LBP Disclosure (If prior to 1978) (RFP)
	Pre-Approval/Proof of Funds
	Addendums/Amendments
	Inspection Contingency Release
	Seller Net Sheet
	Transaction Summary
	MLS Sheet - Pending

CLOSING	***Required Docs
	Fully Executed CD (RFP)
	Final Walk-Thru

FALL THRU	****Required Docs
	Release and Cancellation

REQUIRED DOCS - BUYER

**Required Docs
Executed Contract (RFP)
Buyer Disclosure (RFP)
Affiliated Business Disclosure (RFP)
Escrow Receipt (RFP)
Seller's Disclosure (RFP)
Any Additional Disclosures (RFP)
MLS Sheet - Pending
Pre-Approval/Proof of Funds
CMA
Addendums/Amendments
Inspection Contingency Release
Transaction Summary

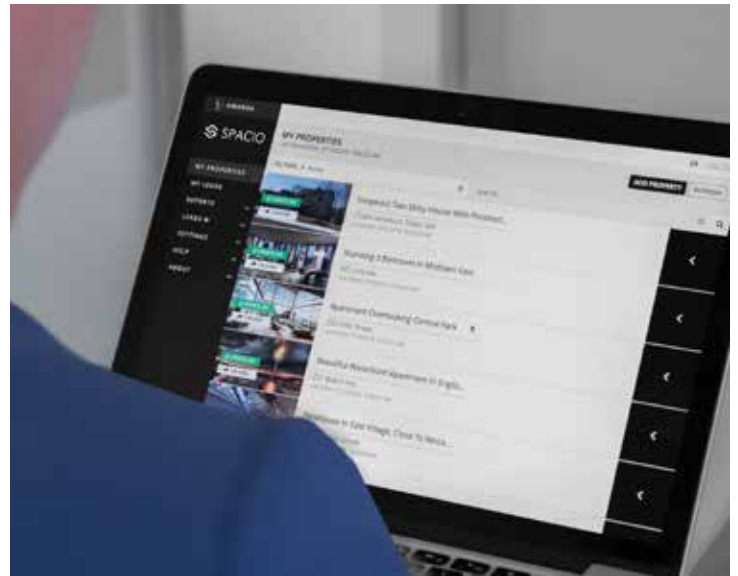
***Required Docs
Fully Executed CD (RFP)
Final Walk-Thru

****Required Docs
Release and Cancellation



HOW TO: SPACIO

Spacio is the Industry Leading Marketing System for Listings and Open Houses allowing you to capture higher quality leads and close more deals. Never miss an opportunity to capture a lead by digitally collecting visitors information with lead gen forms designed for in-person and virtual events. Automated emails for 100% follow up with leads. Integrates directly with CRM after each event for supercharged lead qualification and nurture.



1. SETTING UP YOUR OPEN HOUSE

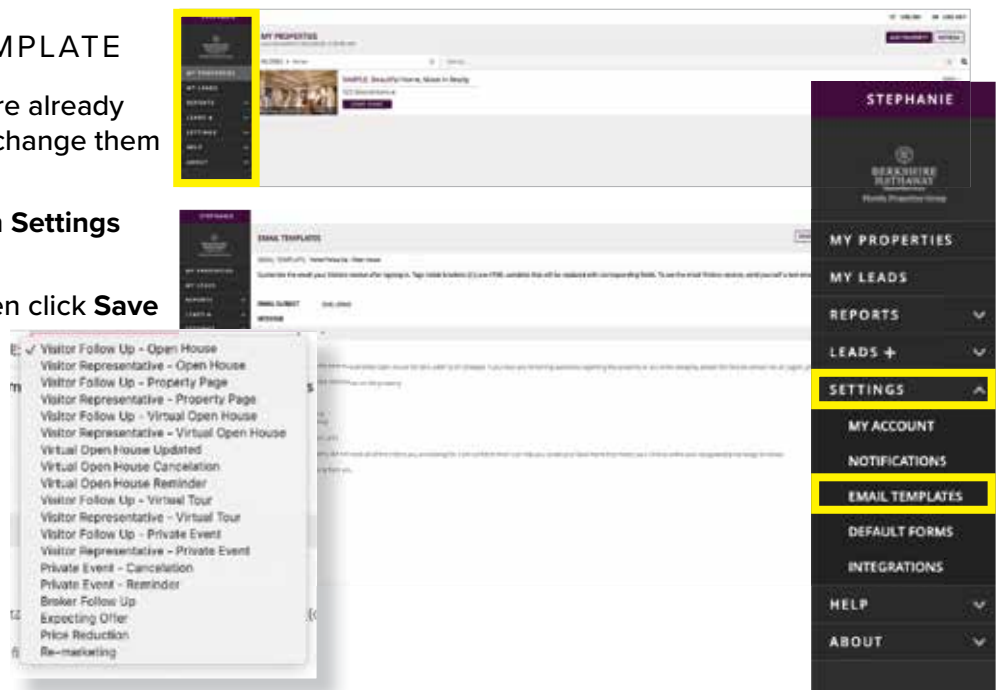
STEP 1: LOG INTO YOUR SPACIO ACCOUNT

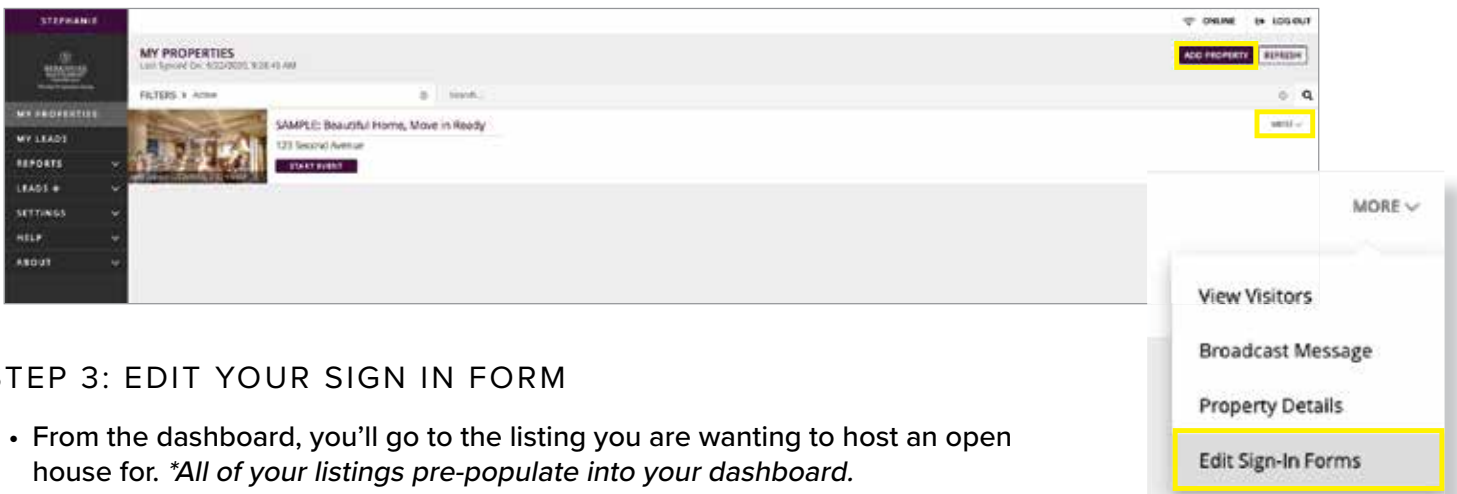
- From mycabcorner.com you'll click on the **Sellers and Listings Tile > Active Listings Tile > Open House Tools > Open House Digital Registry**
- This will automatically log you into your Spacio account



STEP 2: EDIT YOUR EMAIL TEMPLATE

- This step is optional as the emails are already pre-written. You have the option to change them if you please!
- From your dashboard, you'll click on **Settings** then **Email Templates**
- Edit the template to you're liking then click **Save Template**. You can also **Send a Test Email**.
 - You'll see an entire library of templates available for you to edit or use!*





STEP 3: EDIT YOUR SIGN IN FORM

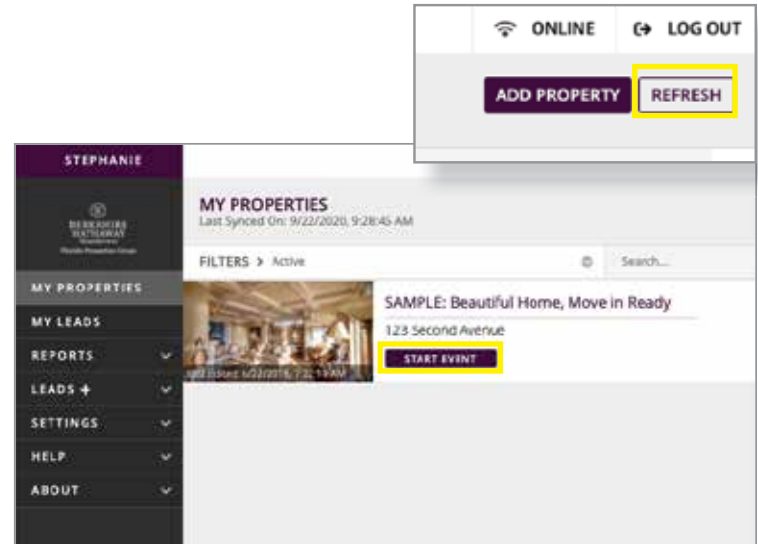
- From the dashboard, you'll go to the listing you are wanting to host an open house for. **All of your listings pre-populate into your dashboard.*
- If you're hosting someone else's listing open, you can **Add a Property** and search the Listing ID on the right hand side of the screen.
- Click the More dropdown on the listing and click **Edit Sign-In Forms**

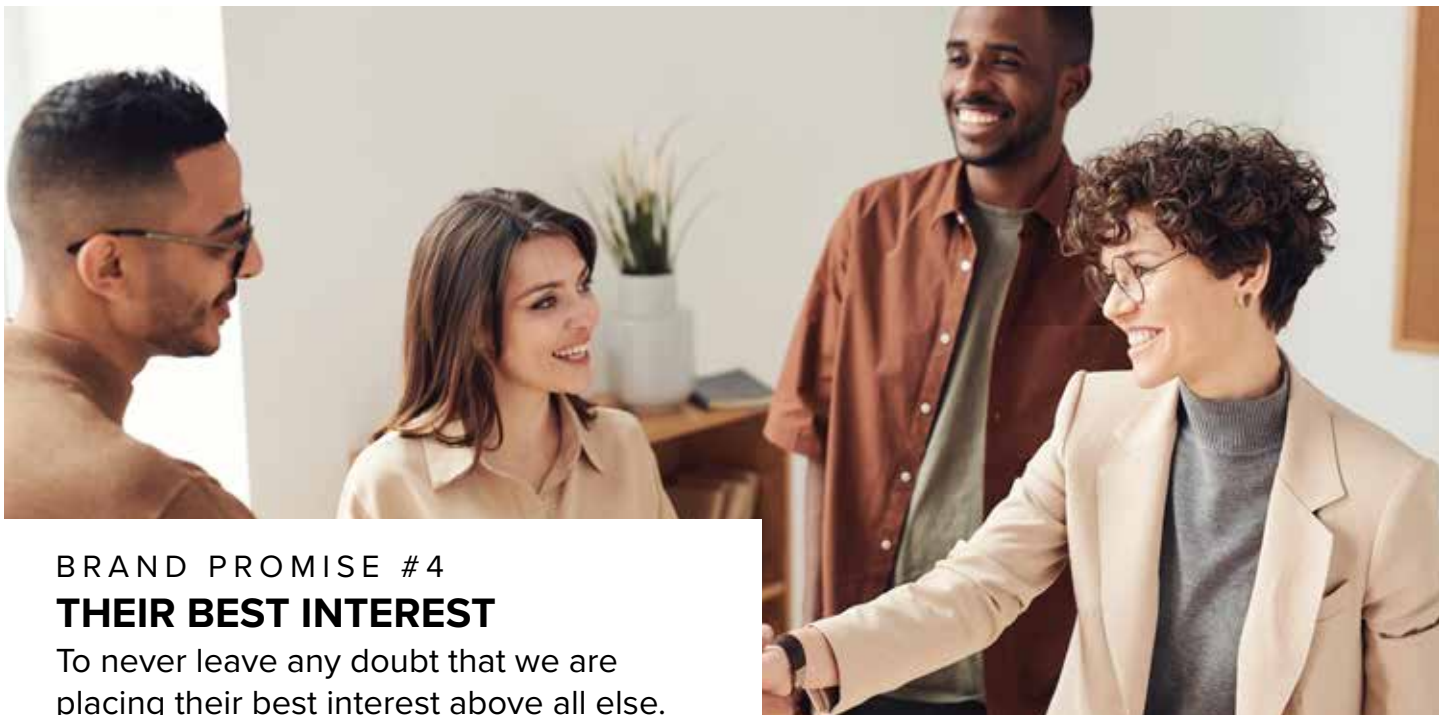
The 'Edit Sign-In Forms' page includes sections for 'SPACIO REGISTRATION LINK', 'QUESTIONS', 'AUTO EMAIL', and 'MANDATORY CONTACT INFO'. The 'ADD A QUESTION' button is highlighted in the 'QUESTIONS' section. The 'ADD QUESTION' modal is open, showing 'Standard Questions' and 'Create Custom Questions' (highlighted with a yellow box). The 'AUTO EMAIL' section has options for 'Enable Auto Email', 'Send Auto Email After' (3 Hours), and 'BCC A Copy To Me'. The 'MANDATORY CONTACT INFO' section has options for 'Email Required' and 'Phone # Required'.

- Add questions to your open house sign-in form by clicking **Add A Question**
- There are **pre-made questions** and you have the option to create your own. You'll click the **+ sign** to add the question to your sign-in form.
 - If you want to create your own questions, you'll click **Create Custom Questions** and follow the prompts.
- Turn on **Auto Email** to ensure you have auto follow up with all open house visitors! You can specify the time to send the email after the open house.
- Turn on **Mandatory Contact Info**. You have the option to choose an **Email** or **Phone #** to be required.
- Once completed, you'll click **Save Changes** in the top right hand corner.

STEP 4: RUN YOUR OPEN HOUSE

- If using a tablet at your open house, be sure to sync your device one time *before* you go to your open house. You'll do so by clicking the **Refresh** button when in your app on your iPad or Android Tablet.
- Launch the sign-in form from your app (or laptop) by clicking **Start Event**
 - **Pro tip:** If the home you're in can't connect to wifi, use the hotspot on your phone (if you have that feature). If you don't have that feature, Spacio offers an "Offline" mode for the iPad and Android apps only (not available on a laptop)
- After a visitor registers and if they aren't represented they'll automatically be synced into your Cab Corner CRM
 - **Pro Tip:** During the open house, you can add notes on any visitors within the Spacio App by clicking the small **Contact** button from the sign-in form screen.
- Once the open house is complete, your auto emails will be sent out at the time you specified in Step 3





BRAND PROMISE #4 **THEIR BEST INTEREST**

To never leave any doubt that we are placing their best interest above all else.

TO BE LEGENDARY, WE ASK YOU TO COMPLETELY OWN THE EXPERIENCE YOUR CUSTOMER HAS IN THESE WAYS:

- When we are advising or guiding decisions
- When we are presenting options and potential outcomes
- When we are providing resources for our customers to use
- Throughout your relationship with the customer
- Remembering the customer is the decision maker and you're their trusted advisor

THIS IS HOW YOU CARRY OUT THIS STANDARD

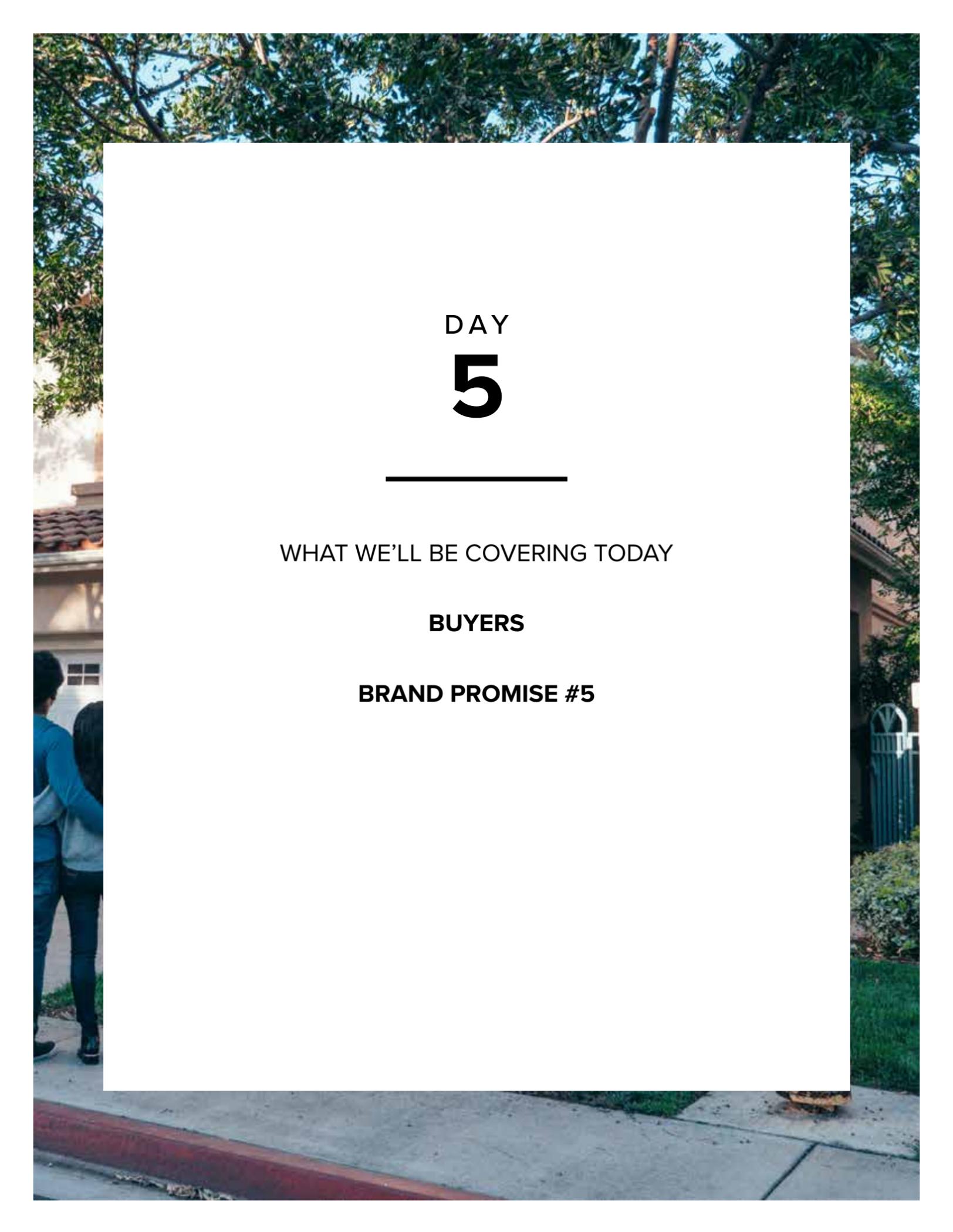
- Use one Temperature Check Standard after presentation of any options.
- If presenting a solution or giving an option, give the facts and justification (the Why) to provide clarity.
- If you mess up, forget to do something, learn new facts, or fail to deliver legendary service, own it. Call the client, acknowledge it, and do better.
- Explain the process and next steps at each milestone. Reconfirm what your customer wants of you and then do it.

STATEMENTS TO AFFIRM STANDARDS

- Making sure you have a legendary experience is my responsibility. How else can I help you?
- I don't have information to share but wanted you to know I am working on...
- I want you to know I'm here for you. Is there any way I can serve you today?

TIE DOWN STANDARDS AFTER SUMMARY

- Do you feel this is the best option?
- Are there other ideas you would like me to research and present?
- Are there other options you would like me to explore?
- Are you comfortable moving forward?



DAY
5

WHAT WE'LL BE COVERING TODAY

BUYERS

BRAND PROMISE #5



Working Relationship and Exclusive Buyer-Broker Agreement

WORKING RELATIONSHIP

When Berkshire HomeServices Florida Properties Group (BHHSFPG) assists you in your pursuit for properties, we offer to show you all available properties that are appropriate based on the criteria you provide to us. These properties may include properties offered by our company, another real estate company, or other sources. The following categories of properties are among the other sources you may wish to consider:

1. **MLS (Multiple Listing Service):** Most resale properties are listed in MLS either with a full-service company that provides a range of professional services or with a limited service broker.
2. **FSBO (For Sale by Owner):** FSBO properties are marketed directly by the property owner without the assistance of a Realtor. When such is the case, it is important for us to counsel with you regarding the price and terms to ensure that your interests are protected. Sellers who are not represented by a real estate agent are not bound by any ethical standards and are not required to disclose information concerning their property. These sellers are not likely to be familiar with the numerous steps required from the entry of the contract through closing and therefore making it much more difficult to successfully close the transaction. These sellers may agree in writing to compensate BHHSFPG. If not, we can create a written Commission Agreement with you if you wish to be represented by us.
3. **New Home Construction:** When dealing with builders it is very advantageous for you to have our assistance. As experienced agents, we have routinely been through this process and are able to assist you with achieving maximum savings and protections while providing you with full representation.
4. **Foreclosures and Short Sales:** In foreclosure and short sale situations it is extremely important for you to have our advice and guidance. We may also involve attorneys and accountants to assist us in dealing with legal and financial considerations.

We have prepared this Exclusive Buyer-Broker Agreement that addresses our professional fee in all situations. This fee is compensation for our knowledge, experience, time, dedication, and resources. We will ask you to execute this Exclusive Buyer-Broker Agreement after we have decided to work together. Upon your execution, we will be able to approach any sellers on your behalf; a clear advantage for you.

Unlike most other professional services, we receive compensation only when we have researched, selected, negotiated and closed a transaction for you. We take great pride in our ability to help you achieve your property-buying goals.

EXCLUSIVE BUYER-BROKER AGREEMENT

_____ (hereinafter referred to as "Buyers") give BHHSFPG the exclusive right to work with and assist them in purchasing suitable property as described below.

From _____ to _____.

Buyers may terminate this Agreement at any time during the term outlined above with written notice to the Broker. If, within 180 days after the date of termination, Buyers contract to purchase any property introduced by or viewed with the Broker during the term of this agreement, then Buyers' obligations to the Broker remain in full force. The Broker may also terminate this Agreement by written notice to the Buyers in which event the Buyers are released from all obligations.

Broker's Obligations:

- ✓ Assist Buyers in determining Buyers' financing options;
- ✓ Discuss Buyers' real estate requirements and help Buyers determine and prioritize criteria;
- ✓ Search all available data sources to locate appropriate properties for Buyers to view;
- ✓ Show Buyers properties that Buyers choose to see;
- ✓ Assist Buyers in preparing and submitting offers to purchase;



- ✓ Negotiate offers on Buyers' behalf until the contract is fully executed;
- ✓ Cooperate with other agents, if any, to facilitate completion of the transaction;
- ✓ Assist Buyers throughout the contract-to-closing process including financing, inspections, etc.;
- ✓ Monitor contingencies and deadlines to successfully close the transaction;
- ✓ Use Broker's professional knowledge and skills to ensure a successful outcome for the Buyers.

Buyers' Obligations:

- ✓ Provide Broker with accurate personal and financial information as requested;
- ✓ View all properties and negotiate all offers exclusively through Broker;
- ✓ Refer to Broker for follow-up with all leads and inquiries from any source about properties that are, or may be, for sale;
- ✓ If Broker is not present, advise all Sellers and other agents that Buyers are working exclusively with the Broker;
- ✓ Indemnify Broker against liability for any expenses that Broker incurs on behalf of the Buyers as long as the Buyers have expressly authorized the expenditure.

Broker's Fees: If during the term described above, Buyers enter into a contract for any property in the market served by the Broker, the Broker shall be entitled to a minimum commission of 3% of the purchase price and a \$325.00 Transaction Management Fee payable at closing. Typically, the commission is paid by the Sellers at closing. If the Sellers or another party does not pay the minimum professional fee of 3%, the differential will be added to the Buyers' closing costs at the time of closing.

CUSTOMER PRIVACY: We will have a need to obtain certain information from and about you which, we understand, you would prefer to keep confidential. We maintain this information in two forms- paper files and electronic files. Paper files are maintained within our various facilities in such a manner that individuals who have no need to access that information will not be able to obtain it. All electronic data is maintained on a password secured, limited-access network. We do not share your confidential information with any affiliated company except as is outlined on the Affiliated Company Business Disclosure. Once the product or service you have requested has been provided, and your confidential information has been archived, we make no further use of it.

WIRE FRAUD PREVENTION NOTICE: **Never trust wiring instructions via email.** Criminals/hackers are targeting email accounts of various parties involved in real estate transactions. These emails are convincing and sophisticated. Among other concerns, this has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails may look like legitimate emails from the proper party. If you receive an email regarding instructions that contains any suspicious information, do not click on any links that may be in the email and do not reply. Broker strongly recommends that Buyer, Seller, and their respective attorneys and others working on a transaction, refrain from placing any sensitive personal and financial information in an email, directly or through an email attachment. When there is a need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, Broker strongly recommends using more secure means, such as providing the information in person, over the phone, or through secure mail or package services, whenever possible. In addition, before Buyer or Seller wires any funds to any party (including Buyer or Seller's attorney, title agent, mortgage broker, or real estate broker) personally call them to confirm the information is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number). Buyer and Seller should call them at a number that is independently obtained (e.g., from this Contract, the recipient's website, etc.) and not use the number in the email in order to be sure that the contact is a legitimate party.

Buyer	Date
Buyer	Date
BHHSFPG Agent	Date
BHHSFPG Broker	Date



BERKSHIRE HATHAWAY
HomeServices
Florida Properties Group

NAME _____

PHONE _____

EMAIL _____

BASIC INFORMATION		INTERIOR	NEED
What part of town (or county) do you want to live in?		How many bedrooms?	
		How many bathrooms?	
What price range	No less than \$ _____	How many square ft?	
would you consider?	No more than \$ _____	Air conditioning?	
Are schools a factor and, if so, what do you need to take into consideration (ex. specific school system, want kids to be able to walk to school?)		Wall to wall carpet	
		Ceramic tile	
		Hardwood floors	
		Eat in kitchen	
		Separate dining room	
Do you want an older home or a newer home (less than 5 years old)?		Formal living room	
What kind of houses would you be willing to see? <input type="checkbox"/> Ranch <input type="checkbox"/> 2 Story <input type="checkbox"/> Reverse 1.5 Story		Family room	
		Great room	
		Separate den or library	
What style house appeals to you most?		Basement (finished?)	
		Laundry room	
		Fireplace	
How much renovation would you be willing to do? <input type="checkbox"/> A lot <input type="checkbox"/> A little <input type="checkbox"/> None		Workshop	
Do you need to be close to public transportation? <input type="checkbox"/> Yes <input type="checkbox"/> No		No interior steps	
		"In-law" quarters	
Do you have any physical needs that must be met, such as wheelchair access? <input type="checkbox"/> Yes <input type="checkbox"/> No		Spa in bathroom	
		Lots of windows (light)	
Do you have any animals that will require special licenses? <input type="checkbox"/> Yes <input type="checkbox"/> No		COMMUNITY	
		Walk to schools	
PROPERTY (lot) NEED WANT		Close to shopping	
		Close to parks	
Large yard (1 acre or more)		Close to interstate	
Small yard (less than 1 acre)		Community pool	
Fenced yard		Golf course	
Garage		Basketball courts	
Carport		Tennis courts	
Patio/Deck		Gated community	
Pool		Clubhouse	
Outdoor Spa		HOA	
Extra Parking		ANY OTHER CONSIDERATIONS	
Other Buildings (barn, shed, etc)			
Special View			

HOMEBUYER'S WISH LIST

Buyer Checklist & Service Protocol

All items referenced in this Plan are available on Cab Corner within the Buyer Resources tab unless otherwise noted.

★ Denotes Florida Properties Group competitive points of difference.

PRIOR TO HOME-FINDING ACTIVITIES

- ☐ On first contact, complete **Buyer Questionnaire** during conversation with Buyer. *(Remember Brand Promise 1, Communication and Brand Promise 5, Truly Listen when speaking with your Buyers.)*
- ☐ Make appointment with Buyer for initial purchase consultation.
- ☐ Give the Buyer your Preferred Lending Services Loan Officer's information and let them know to be expecting a phone call.
- ☐ Send your Preferred Lending Services Loan Officer your Buyer's contact information.
- ☐ Add Buyers full contact information into Cab Corner.
- ☐ ★ Set the Buyer up on **Property Watch** using criteria obtained from the Buyer Questionnaire. *(Brand Promise 2, Forever Advisor)*
- ☐ ★ Review Coming Soon section in **Buyside**.
- ☐ ★ Request **6 Steps to a Successful Purchase Guide** from your Branch Admin.
- ☐ ★ Request a **Buyer's Kit** from your Branch Admin (or **Buyer's Guide** if you're not investing in a kit)
- ☐ ★ Prepare **My BHHS Team Flyer** (from Marketing Resource) and include in Buyer Consultation Packet.
- ☐ Pull current school district information for Buyer reference at consultation.
- ☐ Gather a 2-10 Home Buyers Warranty booklet for Buyer consultation so Buyer is aware of coverages available.
- ☐ Prepare other materials as needed for Buyer Consultation packet.
- ☐ Coil bind Buyer Consultation materials into a **Here for You Presentation Cover** (provided by your office)
- ☐ Start a new purchase transaction within Dotloop and complete the view details section.
- ☐ Identify potential new construction neighborhoods and floorplans.
- ☐ Identify potential For Sale by Owner properties available.
- ☐ Call For Sale by Owner to secure a signed Commission Agreement (found in Dotloop).
- ☐ Identify potential Expired Listings that meet Buyer's criteria.
- ☐ Call Expired Listing Owners to secure a signed Commission Agreement (found in Dotloop).
- ☐ Call Buyers to verify consultation time, asking them to review the initial emails of



listings available (through Property Watch). (*Brand Promise 1, Communication, Brand Promise 4, Their Best Interest, Brand Promise 5, Truly Listen*)

BUYER CONSULTATION

- ★ Buyers Kit: Fill out personal notecard. Place that, a Buyer's Guide and water bottles in the clear cellophane bag.
- ★ Bring 6 Steps to a Successful Purchase booklet with you to present (from your admin)
- Take your prepared materials and a notebook and pen to presentation.
- ★ Review Marketing Materials with Buyers explaining competitive advantage of using Florida Properties Group.
- View the properties with the Buyers. Make notes of all information given and any changes to the search criteria.
- Review New Construction neighborhoods and floorplans you found with the Buyers. Make notes of all information given and any changes to the search criteria.
- Review For Sale By Owner properties you found with the Buyers. Make notes of all information given and any changes to the search criteria.
- Review potential Expired Listing properties you found with the Buyers. Make notes of all information given and any changes to the search criteria.
- ★ Review Listing Alert (Buyside) benefits with Buyers.
- Talk with Buyers about questions they have on the information presented.
- ★ Review Buyside and Showing Times reports of most active showing price range with Buyers so they are prepared for market conditions.
- Offer strategy based on your professional judgment and interpretation of current market conditions. Explain your job is that of a messenger between Sellers and the current marketplace.
- Complete the documents within Dotloop and click "share" (or host in person) so your Buyer has access to the documents.
- Explain all Buyer specific paperwork and obtain Buyer's signatures.
- Give a brief overview of the real estate contract, process, and timelines.
- ★ Provide 2-10 Home Warranty information.
- Ask Buyers to draft a personal letter about themselves ha can be used in a multiple offer situation.
- Remind Buyers of the importance of a pre-approval letter being readily available.
- Help Buyers identify a Home Inspector, so at time of offer the inspection process moves quicker.

AFTER CONSULTATION

- ★ Post in **Florida Properties Group Facebook Group** what your Buyer's criteria is in order to identify off-market or coming soon properties.
- ★ Enter Buyers into **Buyside** to get notified of properties that match their criteria.
- Identify properties Buyers wish to see and date and time in which they wish to go out.
- Route properties in the most efficient way.
- Schedule showings with Listing Agent or Owners in the route identified above.
- Confirm with Buyers meeting time and location for first showing.
- Print **Showing Feedback Sheet** from Cab Corner (Under Buyers Tile).
- Cut and complete the top section for any scheduled showings.
- Compile a Buyers Tour Booklet based on the route above (Under Buyers Tile).
- Print at least 2 completed Buyers Tour Booklets. One for you and a copy for your Buyers.
- Coil bind the **Buyers Tour Booklet** into a **Here for You Presentation Cover** (Provided by your office)
- Day of, send "Looking forward to starting your home-buying journey today" email and/or text. (*Brand Promise 1, Communication*)
- Send completed **Showing Feedback Sheets** to respective Listing Agents and Owners by taking a photo or scanning it at the office. Be sure to save a copy for yourself as notes
- After showings are complete, review with your Buyers and use *Brand Promise 4, Their Best Interest* to ask a tie down standard question based on the situation: "Do you feel this is the best option" or "Are there other options you would like me to explore?"
- ★ Place regular **weekly** update calls, texts or emails to Buyer to discuss potential properties sent to them through **Property Watch**. (*Brand Promise 1, Communication*)
- If Buyers request more properties to search, begin the process over again by identifying the properties the Buyer wishes to see, schedule date and time, etc. (*Item 3 in the After Consultation Section above*)

THE OFFER, NEGOTIATIONS AND CONTRACT

- Submit offer to Listing Agent or Owner.
- ★ Buyers Kit: Celebrate the contract! Deliver mini bottle of champagne flavored jelly beans and tie the provided tag around it
- Convey and negotiate counteroffers on Buyer's behalf to the Listing Agent or Owner.
- ★ Explain to Buyer the value of asking Preferred Lending Services for a second loan pre-approval on buyer, if needed.



- Make sure complete copies of the contract are submitted in Dotloop, emailed and/or delivered and received by Sellers, Listing Agent, Lender, Title Company and Office Staff.
- Make sure contract is signed by all parties.
- Contact Listing Agent or Lender weekly to ensure processing is on track.

HOME INSPECTION, TERMITE, MOLD & OTHER TESTING

- ★ Buyers Kit: Bring bag of popcorn, water bottles and inspection postcard in the clear cellophane bag as a gift with you to the inspection. It gives your buyers something to snack on during the process and makes sure the microwave works!
- Order septic system inspection, if applicable.
- Receive and review septic system report and discuss any impact on sale with Sellers.
- Deliver copies of septic system report to buyer's agent and lender.
- Coordinate Buyer's home inspection with Sellers.
- Review Buyer's home inspection's report with Sellers.
- Explain Seller's responsibilities with respect to contract terms and negotiation.
- Review home inspection requirements in contract with Sellers.

THE APPRAISAL

- Follow up on appraisal to see if Lender has received.
- Assist Buyer in evaluating appraisal, if it comes back under the purchase price.

CLOSING PREPARATIONS AND DUTIES

- Coordinate closing process with Listing Agent, Title Company and Lender.
- Update closing forms and files as needed with Office and/or Buyers.
- Ensure all parties have all forms and information needed to close the sale.
- Select location and time for Buyer's closing.
- Confirm closing dates and times and notify all parties.
- Assist in solving any title problems (boundary disputes, easement, etc.) or in obtaining death certificates or trust information.
- Work with Listing Agent in scheduling and conducting Buyer's final walk-through prior to closing.
- Check on final walk-through with Buyers before closing.
- Request final closing figures from closing agent or title company.
- Receive and carefully review closing statement figures with Buyer to ensure accuracy.
- ★ Provide "Home Owners Warranty" for availability at closing.



- ☐ ★ Buyers Kit: Gift your Buyers with a gift of choice and include a genuine, handwritten thank you card with the gift.
- ☐ Forward closing documents to absentee Buyer as requested.

FOLLOW UP AFTER CLOSING

- ☐ Answer questions about filing claims with Home Owner Warranty Company if requested.
- ☐ Respond to any follow-up calls and provide any additional information required from office files.
- ☐ Check to make sure "Owners" are happy in their new home.
- ☐ Remove Property Watch emails being sent to Buyers.
- ☐ Add former "Buyers" to marketing plan to ensure you keep in touch after the sale.
- ☐ Register former "Buyers" to receive a monthly Buyside Home Valuation update to keep up-to-date on their home's value.
- ☐ Be a Forever Advisor by having a bi-annual voice-to-voice check in (*Brand Promise 2, Forever Advisor*)
- ☐ Send a hand-written notecard to celebrate the home purchase anniversary (notecards provided by your office)
- ☐ Be a Forever Advisor by scheduling a follow up on their home purchase anniversary with an Annual Real Estate Review (*Brand Promise 2, Forever Advisor*)

Please note that this Checklist & Service Protocol will be adjusted to each Buyer's situation as needed or desired by the BUYERS.

MARKETING MATERIALS FOR BUYERS



English version available professionally printed (Xpressdocs) and digitally (Marketing Resource or Agent Help Site)



Spanish version available digitally (Marketing Resource or Agent Help Site) and can be printed to be coil bound with the Spanish Presentation Cover



English version available professionally printed (Xpressdocs) and digitally (Marketing Resource or Agent Help Site)



Spanish version available professionally printed (Xpressdocs) and digitally (Marketing Resource or Agent Help Site)

HELPFUL ADVICE FOR BUYERS APPLYING FOR A LOAN

THE EASY WAY

- All requests from your lender are quickly and accurately fulfilled.
- All numbered statement pages are provided, and all deposits are well documented.
- The 1040s &/or 1099's are complete with all schedules and worksheets.
- Paystubs are kept available and updated.
- All associated professionals such as your CPA, tax consultant, &/or attorney respond to inquiries and promptly communicate with the lender when needed.

THE HARD WAY

- Requests for documents and information are contested or ignored.
- Bank statements are missing pages and large deposits lack explanations.
- Tax returns are missing some schedules.
- Paystubs are thrown away or not provided on a timely basis.
- Your accountant, attorney, agent, or other professional partner won't respond to inquiries.

DON'T

1. Don't apply for new credit. Changes in credit can cause delays, change the terms of your financing or even prevent closing. If you must open a new account, please consult with your lender first.
2. Don't change jobs during the process. Probationary periods, career or even status changes (such as from a salaried to a commissioned position, leave of absence, or new bonus structure) can be subject to very strict rules.
3. Don't make undocumented deposits. Primarily large but sometimes even small deposits must be sourced unless they are identified. Make copies of checks & deposit slips. Keep your deposits separate & small. Avoid depositing cash.
4. Don't start any home improvement projects. Small cosmetic projects like painting are not usually a problem. Anything that can disrupt functionality can be an issue if undertaken before the appraisal. Delay projects that require a building permit, involve a bathroom or kitchen renovation, or create structural changes.
5. Don't make any large purchases that require financings such as a car, truck, boat, art, jewelry, or furniture. Please wait until after you have closed on your new home to make such purchases.
6. Don't be afraid to ask questions. If you're uncertain about what you need or what you should do, check with your lender before proceeding.

Loan Comparison

	FHA	Conventional	VA
Max Loan Amount	\$331,760 to \$765,600 (varies by county)	\$510,400 to \$765,600 (varies by county)	\$1,500,000 (Veteran must have full VA Entitlement)
Min. FICO	640	620	640
Max DTI	45%	50%	45%
Min. Down Payment	3.5%	3% - first time homebuyer	0%
Monthly MI	.85% / 3.5% down	Up to 35%	None
Upfront Funding Fees	1.75% of loan amount	None	2.30% of loan – 1 st time use – most cases
Automated Underwriting System	Approve/Eligible or Accept	Approve/Eligible and Accept	Approve/Eligible and Accept
Gifts	Family Eligible/ Some restrictions apply	Eligible/Some restrictions apply	No restrictions
Seller Paid Closing Costs	6% of sales price	>90% CLTV: 3% 75.01-90% CLTV: 6% 75% or less CLTV: 9% 2% on IPs	4% of sales price
Bankruptcy	2 years	4 years	2 years
Foreclosure	3 years	7 years	2 years
Short Sale / Deed in Lieu	3 years	4 years	2 years
Condo Requirements	FHA Approved list / Single- Unit Approval	Full and limited review available	VA Approved list

Guidelines are subject to change.

CONTACT ME TODAY!



Sales Manager

BRANDY NOVAK

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bnovak@FLPLS.com

www.FLPLS.com/bnovak

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NMLS #300439



PREFERRED
LENDING SERVICES



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BRAND PROMISE #5

TRULY LISTEN

To truly listen to what they're telling us so they get personalized service.

TO BE LEGENDARY, WE ASK YOU TO LISTEN TO YOUR CUSTOMER IN ORDER TO DELIVER PERSONALIZED SERVICE IN THESE WAYS:

- When you speak with your customer, ask questions to better understand them and their needs.
- When you sense a change, whether via an actual conversation, a change in how they engage or alternate way, make sure to initiate a conversation. Listen to them and see if you can help.

THIS IS HOW YOU CARRY OUT THIS STANDARD

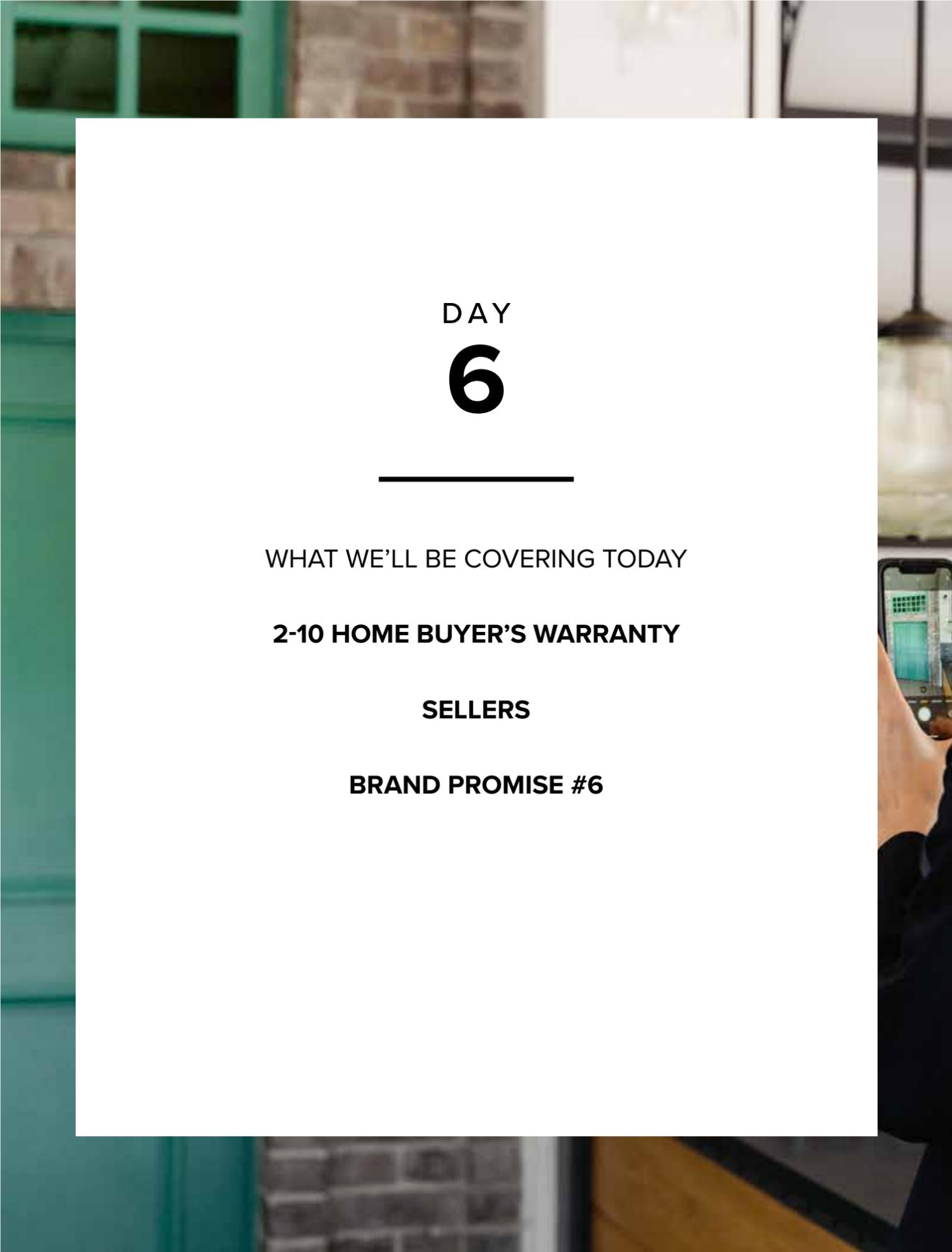
- Listen to what they tell you. Ask questions for a deeper understanding.
- Stop and summarize any time a decision is made or information is shared. Finish the summary by using 1 tie down question.
- Use one Statement to affirm standards at each communication point.
- Personalize your recommendations based on what the customer has told you their needs are.
- Use the Seller Pre-listing Questionnaire or Buyers Needs Assessment sheets to provide consistent service and for notes.

STATEMENTS TO AFFIRM STANDARDS

- Making sure you have a legendary experience is my responsibility. How else can I help you?
- I don't have information to share but wanted you to know I am working on...
- I want you to know I'm here for you. Is there any way I can serve you today?

TIE DOWN STANDARDS AFTER SUMMARY

- Do you feel this is the best option?
- Are there other ideas you would like me to research and present?
- Are there other options you would like me to explore?
- Are you comfortable moving forward?



DAY
6

WHAT WE'LL BE COVERING TODAY

2-10 HOME BUYER'S WARRANTY

SELLERS

BRAND PROMISE #6



Competitive Seller Coverage



Enjoy comprehensive Seller coverage from 2-10 Home Buyers Warranty!

Safeguard your transaction and differentiate yourself as a listing agent by using competitive Seller coverage from 2-10 Home Buyers Warranty (2-10 HBW)! To protect yourself, the Seller and the Buyer, present the Home Warranty Service Agreement for consideration to all parties prior to closing.



Coverage applies to the Seller's appliances (including refrigerator), A/C and heat pump, heating, plumbing and electrical.



Seller coverage is only \$60.

Payment for coverage is due at closing.



When the Seller places a service request on an eligible item, a service fee is due.

Agents, use 2-10 HBW Seller coverage to:

- Differentiate your listings in a competitive market
- Provide budget protection for your Seller
- Reduce closing delays and post-closing risks for all parties

Give your Seller an **exceptional experience** with coverage from 2-10 Home Buyers Warranty.

Enroll: 2-10.com/agent | 800.795.9595

Learn more about our new coverage at 2-10.com/Real-Protection

See Service Agreement for details. CA: 2-10 HBW Warranty of California, Inc. OR, UT and Washington: Home Buyers Resale Warranty Corporation (OR License #: 202003)

MARKETING MATERIALS FOR SELLERS



English version available professionally printed (Xpressdocs) and digitally (Marketing Resource or Agent Help Site)



Spanish version available digitally (Marketing Resource or Agent Help Site) and can be printed to be coil bound with the Spanish Presentation Cover



English version available professionally printed (Xpressdocs) and digitally (Marketing Resource or Agent Help Site)



Spanish version available professionally printed (Xpressdocs) and digitally (Marketing Resource or Agent Help Site)

MARKETING PLAN AND LISTING PROTOCOL

All items referenced in this Marketing Plan are available on Cabernet Corner within the Sellers and Listings tile unless otherwise noted.

★ Denotes Florida Properties Group competitive points of difference.

PRE-LISTING ACTIVITIES

- On first contact, use pre-listing interview questions.
- Make appointment with Sellers for listing presentation.
- Pull current tax record from MLS showing ownership, square footage, legal description and taxes.
- Run a Comprehensive CMA from MLS.
- ★ Run Sellers BMA report using Buyside to include in pre-listing packet.
- ★ Print Seller Marketing Materials to include in pre-listing packet.
- ★ Print My Experienced Team flyer to include in pre-listing packet.
- Prepare other materials as needed for pre-listing packet, see additional ideas on Sellers Resources tab "What to include in pre-listing."
- Pull current school district information for Seller verification at listing appointment.
- Start a new listing transaction within the Dotloop program. Print a complete set for appointment. Print MLS Waiver form.
- ★ Be sure seller's email address is entered in Dotloop so automation can occur with Adwerx listing ad and Testimonial Tree post-close survey
- Review and study all data from the CMA and other reports.
- Deliver or email pre-listing packet to Sellers. Make duplicate copies for your use.
- ★ Include Adwerx listing video found on Agent Help Site in pre-listing email.
- Preview active listings in the neighborhood and drive by the sold properties in the area.
- Take a picture of the subject property and prepare prototype listing flyer from Marketing Resource or ACE in My Cab Corner.
- Perform exterior "Curb Appeal Assessment" of subject property.
- Call Sellers to verify appointment time, asking them to review the pre-listing packet before the appointment.
- Review all listing appointment checklists and paperwork to ensure you have all complete files and information for appointment.

MARKETING PLAN AND LISTING PROTOCOL


MARKETING PRESENTATION

- ★ Sellers Kit: Put a Seller's Guide along with personal notecard in the white bag with the cabernet tissue
- ★ Bring 6 Steps to a Successful Sale booklet with you to present (from your admin)
- Take your prepared materials, a yard sign and a notebook and pen to presentation.
- View the property with the Sellers. Make notes of all information on each room or area (what stays, what goes, repairs, room sizes, etc.)
- Discuss goals of the Sellers and what they are looking for (best price, shortest time possible, etc.)
- ★ Review Sellers BMA and explain your plan to use Listing Alert and call these agents.
- Talk with Sellers about questions they have on the information delivered or emailed to them.
- ★ Review Marketing Materials with Sellers explaining competitive advantage of using Florida Properties Group.
- ★ Review the CMA, Buyside and Showing Times reports of most active showing price range with Sellers.
- Offer pricing strategy based on your professional judgment and interpretation of current market conditions. Explain your job is that of a messenger between Sellers and the current marketplace. Work with Sellers on arriving at the price to "Test the Market."
- Arrive at price to market the home.
- Guide Sellers on short sales if they owe more than home's market value.
- Explain all listing paperwork and obtain Seller's signatures.
- ★ Provide 2-10 Home Warranty information.
- Provide Seller with sample Estimated Proceeds Worksheet.
- Conduct interior decor assessment and suggest changes and staging ideas to shorten time on market.
- Use an MLS wavier if home is not ready for market. This will give Sellers time to complete repairs and/or staging. Use a "Coming Soon to MLS" rider on the sign, if desired.
- If not delivered with pre-listing packet, leave Sellers with a "Seller's Homework" worksheet
- Suggest pre-inspection to shorten time on market, possibly obtain higher price at contract time and improve negotiations after buyer's inspection.



MARKETING PLAN AND LISTING PROTOCOL

AFTER LISTING AGREEMENT IS SIGNED

- ☐ Put sign in yard!
- ☐ Install Lock Box.
- ☐ Take picture of Sellers with "For Sale" sign for agent and Sellers to post on Social Media, if desired. 
- ☐ Take photos of interior and exterior of property including subdivision entries, pool areas, clubhouse, etc.
- ☐ Measure all rooms and property as needed.
- ☐ ★ ENTER IN LISTING ALERT ASAP to notify registered buyers/agents.
- ☐ Complete Showing Times set up with Seller's numbers and information on showings.
- ☐ Obtain signed Seller's Disclosure.
- ☐ Obtain copies of paid receipts for recent repairs, updates, etc.
- ☐ Obtain permits for recent additions/remodels.
- ☐ Complete Lead-Based Paint Disclosure.
- ☐ Obtain utility information: Past twelve months of gas/electric/water bills.
- ☐ Confirm presence of well or septic system.
- ☐ Get current mortgage loan information, payoff amounts and loan interest rates.
- ☐ Get Home Owner's Association (HOA) contact person information.
- ☐ Get copy HOA bylaws, covenants and restrictions, if applicable.
- ☐ Get current HOA current fees or assessments.
- ☐ Get a copy of survey or plat map if available.
- ☐ Obtain keys for front door entry and codes for security panel and keypad.
- ☐ Research previous title policy or submit listing for verification to Capstone Title.
- ☐ Obtain house plans, if applicable and available.
- ☐ Get a copy of recent appraisal, if Seller has one.
- ☐ If property is a rental, get copy of lease and rental information such as rents and deposits.
- ☐ Collect appliance information and/or system warranties.
- ☐ Obtain details if there are additional liens against property.
- ☐ Submit listing paperwork to branch admin.
- ☐ Enter into MLS and upload photos.

MARKETING PLAN AND LISTING PROTOCOL

- ☐ ★ Sellers Kit: Drop off cookie dough and postcard with the cookies on it when the listing is signed
- ☐ ★ Print listing flyer from ACE and print color flyers for property.
- ☐ ★ Share website from ACE to your social media pages and share with your Sellers.
- ☐ ★ Deploy Facebook Ad with ACE to your sphere of influence.
- ☐ ★ Share social media graphic from ACE to your social media pages.
- ☐ ★ Deploy retargeting ads for the home once listed using AdWerx campaigning.
- ☐ ★ Add sellers email to AdWerx campaign for nightly reporting on marketing efficiency using this technique.
- ☐ ★ Obtain financing options flyer for this property from Preferred Lending Services.
- ☐ Get a copy of Seller's Disclosure and attach to flyer display inside property. Possibly, create Home Book if needed.
- ☐ On ExpressCopy (My Cab Corner > ACE) order at least 100 unaddressed "Just Listed" postcards without postage.
- ☐ Deliver 20 to neighbors (in person). Keep 30 for open house or face-to-face promotion.
- ☒ X Use ACE to mail out 50 "Just Listed" postcards to neighboring homes
- ☐ Send/email "Just Listed" information to 25 agents who have had recent sales in the area.
- ☐ Send/email "Just Listed" information to everyone on your SOI and prospects list.
- ☐ Make color flyers without Seller's Disclosure for flyer box on sign.
- ☐ ★ Set up HomeMatch for Sellers to view activity on property during list term.
- ☐ ★ Hold Agent Open via eTour at Office Sales meeting or schedule a Tuesday Tour if wanted by Sellers.
- ☐ Coordinate showings with Sellers, tenants and other Realtors using Centralized Showing.
- ☐ ★ Sellers Kit: Drop off or mail first showing postcard to Sellers
- ☐ ★ Provide "Special Feature" cards (available on Xpressdocs) for placement throughout home to emphasize features.
- ☐ ★ On your Florida Properties Group website, pull up the property detail page and use the "share" button to post to social media, ask seller to do the same.
- ☐ Review Centralized Showing stat's for best price range for showing.
- ☐ Discuss feedback from showing agents with Seller to determine if changes will accelerate the sale.



MARKETING PLAN AND LISTING PROTOCOL

- Write "Reverse Offer" with Sellers on any buyer who has looked at Seller's home more than three times.
- ★ Place regular weekly update calls, texts or emails to Seller to discuss marketing, pricing and HomeMatch for Sellers data.
- Request price adjustments after the two week "Test the Market Phase."
- Promptly enter price changes in MLS.
- Review comparable MLS listings regularly to ensure property remains competitive in price, condition and terms. Preview any new listings in the area.
- Talk with Sellers about the purchase of their next home!
- ★ Refer Sellers to one of the best agents at their destination, if applicable, using RELO Dept.

THE OFFER, NEGOTIATIONS AND CONTRACT

- ★ Sellers Kit: Celebrate the contract! Deliver mini bottle of champagne flavored jelly beans and tie the provided tag around it
- Receive and review all offers to purchase contracts by buyers or buyer's agents.
- Evaluate offer(s) and prepare Estimate Proceeds Worksheet on each for Seller to compare.
- Counsel seller on offers. Explain merits and weakness of each component of each offer.
- Confirm buyer is pre-qualified by calling loan officer and asking for copy of pre-qualification letter if not submitted with offer.
- Negotiate all offers on Seller's behalf, setting time limit for loan approval and closing date.
- ★ Explain to Seller the value of asking Preferred Lending Services for a second loan pre-approval on buyer, if needed.
- Prepare and convey any counteroffers, acceptance or amendments to buyer's agent.
- Make sure complete copies of the contract are emailed or delivered and received by Sellers, buyer's agent, lender, title company and office staff.
- Make sure contract is signed by all parties.
- Change status to Backup or Pending in MLS as Seller requests.
- Check with buyer's agent on buyers obtaining financing and following up as necessary.
- Contact buyer's agent or lender weekly to ensure processing is on track.

MARKETING PLAN AND LISTING PROTOCOL

HOME INSPECTION, TERMITE, MOLD & OTHER TESTING

- ☐ ★ Sellers Kit: Deliver BHHS Stress Ball and inspections postcard to Sellers.
- ☐ Order septic system inspection, if applicable.
- ☐ Receive and review septic system report and discuss any impact on sale with Sellers.
- ☐ Deliver copies of septic system report to buyer's agent and lender.
- ☐ Coordinate Buyer's home inspection with Sellers.
- ☐ Review buyer's home inspection's report with Sellers.
- ☐ Explain Seller's responsibilities with respect to contract terms and negotiation.
- ☐ Review home inspection requirements in contract with Sellers.
- ☐ Recommend and assist Seller with identifying and negotiating with trustworthy contractors for required repairs.
- ☐ Negotiate payment and oversee completion of all required repairs on Seller's behalf, if needed.

THE APPRAISAL

- ☐ Meet appraiser if your listing.
- ☐ Provide comparable sales used in market pricing to appraiser.
- ☐ Provide list of updates and upgrades to home.
- ☐ Follow up on appraisal to see if lender has received.
- ☐ Assist seller in evaluating appraisal, if it comes back under the purchase price.

CLOSING PREPARATIONS AND DUTIES

- ☐ Coordinate closing process with Buyer's agent, title company and lender.
- ☐ Update closing forms and files as needed with office and/or Sellers.
- ☐ Ensure all parties have all forms and information needed to close the sale.
- ☐ Select location and time for Seller's closing.
- ☐ Confirm closing dates and times and notify all parties.
- ☐ Assist in solving any title problems (boundary disputes, easement, etc.) or in obtaining death certificates or trust information.
- ☐ Work with buyer's agent in scheduling and conducting buyer's final walk-through prior to closing.
- ☐ Check on final walk thru with buyers before closing.



MARKETING PLAN AND LISTING PROTOCOL

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- Make sure contract is signed by all parties.
- Change status to Backup or Pending in MLS as Seller requests.
- Check with buyer's agent on buyers obtaining financing and following up as necessary.
- Contact buyer's agent or lender weekly to ensure processing is on track.

We make sure your home is seen.

Berkshire Hathaway HomeServices Florida Properties Group has an aggressive strategy for attracting home buyers to our listings. By distributing your listing information, along with photographs, to a wide array of premier consumer web sites, we make sure that we maximize every opportunity to attract qualified buyers to the table.

Buyside	Homes By Lender	eLookyLoo
Buyside - Sold	HomeWinks	FreedomSoft
Facebook Listing Feed	Hotpads.com	GovListed.com
Homes.com	HUD Seeker	Harmon Homes
VoicePad	Juwai	Home2.me
Zillow	LearnMoreNow.com	HomeTourConnect
Trulia	LotNetwork	HouseHunt.com
Realtor.com	New Home Source	IAS Properties
Berkshire Hathaway HomeServices	Property Pursuit	LandAndFarm
Listhub	RealEstateCentral	LiquidusMedia
Wall Street Journal Global Network	Realtor.com	LuxeListHome
Juwai	RealQuest Express	OfferRunway
CondoCompare.com	Relocation.com	Property Shark
Craigslist is optional owner choice	Rentals.com	RealEstateMarketplace.org
DreamHomeListings	Rentahomewithus.com	RealtyStore
Floridarentalads.com	The Real Estate Book	RentRange
Foreclosure.com	USHUD.com	USALifestyleRealEstate
Gooplex	Trulia.com	Vertical Brands
GuidanceRealty	Trulia	FrontDoor
Helpmerent.com	AOL Real Estate	Vast
	CLRSearch	LakeHomesUSA
	MyREALTY.com	DataSphere
	Diggsy	

Plus, hundreds of additional websites across the country and around the world.



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Our roots are local. Our reach is global.

Berkshire Hathaway HomeServices broadcasts your listings to more than 70 websites worldwide which are viewed by potential buyers in 37 countries across five continents. The countries where your property will be visible include:

Algeria	Germany	Qatar
Argentina	Greece	Romania
Belgium	India	Russia
Brazil	Israel	Spain
Canada	Italy	Thailand
Chile	Luxembourg	Tunisia
China	Mexico	Turkey
Colombia	Monaco	United Arab Emirates
Czech Republic	Morocco	United Kingdom
Denmark	New Caledonia	Uruguay
Dominican Republic	Panama	Venezuela
France	Peru	
French Polynesia	Portugal	

Global exposure brings over 17.5* million visitors to berkshirehathawayhs.com

Our national website offers a user-friendly environment where consumers can learn more about the real estate process and search for their dream home using Inside Access,[™] a proprietary system providing a complete scouting report on any community right down to the ZIP code.

Consumers can also search for a new home with our HomeSearch mobile app. The app features a map search, refined search criteria as well as the ability to search open houses and new listings.

*12 months ending 12/31/17. Source: Google Analytics

More than 200,000 homes are purchased by foreign buyers per year.

When selling your home, we deliver maximum exposure to the right audience. The world's a big place and, for Berkshire Hathaway HomeServices' global listing syndication, we will be where the action is. We frequently evaluate our syndication alliances and geographic targets to place network listings in front of the greatest number of high-net-worth consumers seeking homes in the U.S.

- MansionGlobal.com
- WSJ.com
- Asia.WSJ.com
- Europe.WSJ.com
- Juwai.com
- Propertylistings.FT.com

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**BERKSHIRE
HATHAWAY**
HomeServices

Florida Properties Group

BERKSHIRE HATHAWAY HOMESERVICES AUTOMATED DIGITAL ADVERTISING PROGRAM

MAKING PERSONALIZED DIGITAL ADVERTISING BRILLIANTLY SIMPLE
AND ACCESSIBLE FOR ALL NETWORK MEMBERS



Berkshire Hathaway HomeServices Automated Digital Advertising Program powered by Adwerx. The program combines the network's existing marketing platform with Adwerx's innovative technology to automate digital branding and listing ads.

Here's how it works:

- New listings will automatically receive a listing ad campaign approximately 48 hours after Adwerx receives the data feed from Berkshire Hathaway HomeServices.
- Ads will be shown to potential homebuyers within a 15-mile radius of the listing on social media, premium websites and mobile devices.
- Potential buyers and sellers who visit a network agent's webpage on www.berkshirehathawayhs.com will be automatically retargeted with an ad that appears on the social media platforms and premium websites subsequently visited by the potential client.

(continued)

BERKSHIRE HATHAWAY HOMESERVICES AUTOMATED DIGITAL ADVERTISING PROGRAM (CONTINUED)

- The retargeted ads are executed automatically with no action required from the network agent, ensuring all network agents receive retargeting from their personal landing pages.
- Consumers who click on the company-paid listing ads will be sent to the listing detail page on www.berkshirehathawayhs.com branded with the listing agent's information and customized with property photos and listing details.
- Consumers who click on the retargeting ads will be sent to the network agent's page.
- Network agents will receive an email letting them know that the ad has been created and will begin running in about a day. They will then be given the option to review the ad, edit it and add or modify information. If the network agent takes no action, the ad will still run.
- Network agents will also receive a daily email with campaign results. Network agents can adjust this setting in the dashboard and edit to receive this email weekly or not at all. They can also choose to be copied on any email their seller receives. If an online user reacts to or comments on the digital ad on social media, network agents will also receive an alert.
- Network agents are encouraged to make the most of the program by enabling their sellers to see their own home listing ads while browsing the web. Sellers can also receive ad campaign reporting. With the targeting in place via the seller's email address, sellers will see their listing and their sales professional on the social media platforms and websites they frequently visit. This can also be automated for your office through your transaction management provider.
- Luxury listings that meet the qualified threshold in your market place will automatically receive a Luxury Collection black and white ad design to differentiate from all other listings.

Berkshire Hathaway HomeServices is covering the cost for the automatically generated listing and retargeting ads. This network-paid online ad runs for seven days. If network agents would like to extend the duration of the ad, they simply log in to their Adwerx account to do so and at a negotiated discount.

PRE-LISTING INTERVIEW

PRE-LISTING INTERVIEW

1. Name: _____
2. Property Address: _____
3. Mailing Address: _____
4. Marital Status: _____
5. Owners/Decision Makers: _____
6. Phone Numbers

Home: _____

Mobile: _____

Business: _____

Fax: _____

Email: _____

7. What is your reason for moving at this time? _____
8. What will this move mean for you and your family? _____
9. On a scale of 1-10, 10 being the highest, how important is it for you to sell your home within: 30 days___ 90 days___ 120 days___ other _____
10. Why did you pick that time frame? _____
11. Describe your home

Beds: _____ Baths: _____ Square Feet: _____
12. How long have you owned the home? _____
13. What sold you on the home when you purchased it? _____
14. Tell me about remodeling and updates you've done

15. What do you owe on the property? _____
16. Do you have a second mortgage? _____
17. I will be doing research on your property and have not had the opportunity to see it, what price range should I study? _____

PRE-LISTING INTERVIEW

18. What are the most important services and traits that you are looking for in a sales associate you select to market your home?

19. How many houses have you sold in the past? _____

20. How would you rate your experience? Great/Good/Difficult/Terrible

21. What would you like your sales associate to do that your previous one did not do? _____

22. How will you be making a decision to hire a professional and get the marketing started on your home?

Name/Company: _____

23. Have you considered For Sale By Owner? _____

24. How did you get my name? _____

25. Where can I deliver information for you to review before our appointment?

26. Here is what happens next:

Set appointment date and time: _____

Deliver pre-listing package: _____

Take picture of home to use in appointment: _____

Follow-up call: _____

CMA research and review: _____

Review seller objection cards before appointment: _____

THE LISTING PRESENTATION PROCESS

1. PREPARE

- Print out tax record for property
- Print out the automated value reports from Zillow and RPR (Create a BMA in Buyside)
- If using a listing PPT, download and customize the Seller Presentation on BHHS ReSource
- Create your Homeselling proposal- “The Guide to Selling your home”
- Customize your Homeselling proposal with our local marketing in Cabernet Corner
- Prepare your “seller’s profile” that you will use to ask the right questions
- Prepare a “pre-listing” package that you plan to send BEFORE your listing presentation
- Send out hand written note or letter thanking them and confirming time and date
- Prepare any written communication or service guarantees you will provide
- Prepare your marketing calendar/Marketing Plan with specific dates you plan to accomplish each objective
- Prepare copies of the home sellers reports, traffic and activity reports you plan to provide
- Prepare screenshots of your social media advertising- Office Facebook page, your personal agent business page
- Prepare to share your mobile search site and your direct website link with the sellers
- Show a copy of a just listed card
- Bring copies of advertising or marketing magazines if applicable
- Prepare your steps for holding an open house/grand opening
- Prepare a full CMA
- Visit and tour other similar homes and the best comps in the neighborhood
- Prepare information about you- stats, resume, list of sold/listed properties, designations, biography from marketing, personal mission and vision, community involvement, testimonials, press releases
- Prepare information about Berkshire Hathaway HomeServices – “Welcome to Tampa” guide, BHHS mission and vision (cab corner) and homeselling proposal.
- Practice your scripts and objections
- Prepare your listing paperwork (listing agreement/ Seller’s Net Proceeds)
- Visit the subject property ahead of time
- Practice your presentation with another agent
- Most importantly- prepare yourself to ask great questions and be a good listener to the clients. The best presentations are when your clients do all the talking. Don’t get so excited about your preparation that the presentation becomes about you!

2. TOUR THE HOUSE

- When you arrive, greet the customers with a warm smile and begin building rapport immediately.
- Before we “get down to business” most sellers will give you a tour of their home.
- Bring a notepad and be sure to take notes in every room- ask questions to further your understanding and write down all your answers
- Identify Exclusions/Inclusions (personal property to be excluded/included from the sale).

- Inspect the Exterior

- i. Age of Roof?
- ii. Age of Air conditioning system?
- iii. Exterior entrances?
- iv. Rate the landscaping
- v. Driveway condition
- vi. Yard- property boundary lines, fencing
- vii. Overall curb appeal
- viii. Inspect foundation
- ix. List any relevant issues you discover

- Inspect the Interior

- i. Heating?
- ii. Plumbing?
- iii. Electrical?
- iv. Pool?
- v. Hot Tub?
- vi. Lanai?
- vii. Water softener?
- viii. Bug spray system?
- ix. Watering system?
- x. Garage?
- xi. Dock/Water?

- Ask Information gathering questions

- i. What do feel are the most appealing features of this property?
- ii. What features does this property have that differentiate it from similar properties?
- iii. What enhancements have you made to the property for your own enjoyment?
- iv. What do you regard as the most attractive features of the surrounding neighborhood?
- v. Do you have any special terms or conditions regarding the sale of your property I should be aware of? (items of personal property to be excluded/included)

Remember- any problems or issues that the seller’s point out to you regarding physical defects will need to be included on the property disclosure sheet. (Make good notes)

Remember- When touring a property it is usually best to be objective about the property. This is someone’s home and there is an emotional connection that most people have with it.

Our job is to neither compliment the home too much nor be too overly critical. We need to remain impartial and view the home as a product for sale- always digging in to find out any potential issues NOW before we take the listing.

3. GET DOWN TO BUSINESS- FORD

When the tour finishes, find somewhere in the home where you can “get down to business” without distractions. All relevant parties should be present. Avoid presenting to just one of the decision makers. The kitchen table is usually the best place to give your presentation.

Use the FORD method to ask about these critical areas of their life:

- **Family-** Tell me about your family? Do you have any kids? Do you have any other family living close by?
- **Occupation-** What do each of you do for a living? What is your commute like? How long have you worked there?
- **Recreation-** What do you all like to do for fun? What are some of the things you’ve enjoyed about living in this home, or community? What are your favorite features of your home?
- **Dreams-** Where do you want you and your family to be in a year, 5 years? What are some of the most important things about your current situation that I should know? Is there anything else that I can help you achieve?

4. ASK THE BIG QUESTION

“Great, if you are ready to get down to business let me ask you, what do you want to accomplish today and what is your ideal outcome of meeting with me?”

Give them a minute to think and answer then summarize their answer.

“Let me summarize my understanding so I am focusing on what is important to you...”

“Let me tell you a little bit about how I work because I believe I’m different than most agents.”

“First, let me explain My Role. I’m not here to SELL you or TELL you, but rather be an advisor/consultant, answer your questions, clarify the selling process, keep things simple and help you make GOOD decisions that are best for you. How does that sound?”

“In order for me to help you, I first must have a clear understanding of your needs, your situation, and what you want to accomplish. I use a seller’s profile which is a series of expertly designed questions which help me quickly and effectively focus on what is most important to YOU! So, with your permission I’d like to ask you some questions. We may have already covered some of this so I’ll just summarize my understanding and you can set me straight if I’m off the mark.”

TO DO: Ask questions from seller’s profile sheet. Make sure to write down the answers and summarize at the end.

Your top priority is _____.

Your biggest concern is _____.

You expect your agent to _____.

Are we on target?

“Now that I have a good understanding of how I can help you, I want to explain a little bit of how I work. I have simplified the selling process down to six key steps that lead to a successful sale. I view each one of these steps as my job responsibility.”

5. PRESENT THE 6 KEY STEPS

See the Six “Key” steps 3- minute dialogue

Which of these steps would you like to learn more about?

Great, let’s talk a little more about my plan to market your home- *present marketing plan and calendar.*

Here are just a few of the technology tools we have that will allow your home to stand out from the competition.

Next, hold your pricing discussion and the biggest mistake most sellers make. The biggest mistake is selecting an agent based on price. Agents should be selected on service, compatibility, marketing, experience, attitude, etc. but never price. Scare them about the agents who set a high price just to get the listing. Empower the sellers by telling them THEY will set the price for this listing. Your job responsibility is to provide them with a full market report and all the data and to help them understand the current market so they can make the best decision possible when listing their home for sale.

What questions do you have?

How do you feel and what do you want to do next?

6. ASK FOR THE LISTING! (IF YOU STILL WANT IT)

Sign it!

Or overcome any objections. This presentation is designed to get you the listing BEFORE presenting a CMA. Present your CMA only as a last resort if you feel they MUST see your price opinion to make their decision.

If you don’t get the listing agreement signed right away- use the back of your “Six Steps” document to point out that they should use you as a measuring stick when talking with any future agents. This presentation is designed to blow the typical “canned” and “fly by the hip” presentations out of the water.



Tips for ORDERING TITLE

Understanding what may be required when ordering a title insurance policy and preparing accordingly can help expedite the smooth closing of your transaction.

When to Place Your Order

When a title issue is found, additional time may be required to resolve concerns. Submit your request for title as early as possible to avoid delaying the closing.

Prior Title Policy

A discounted rate may be available if you provide your prior title insurance policy to the policy issuing office.*

New or Existing Survey

If an existing survey of the property is available, the expense of a having a new survey may be avoided. The policy-issuing office will review the survey and make a decision as to whether the existing survey is useful based on the type of transaction, property type, age and quality of the survey.

Sales Contract

If any element of the sales contract is difficult to read, supply supporting documentation in order to ensure the accuracy of the transaction details. If revisions or addendums to the original contract have been made, provide a copy of the documents to the closing agent.

Contact Information

To help improve communication between all parties, please provide the following:

- ◇ **Real Estate Agent(s):** Information for listing and selling agents including: email address, cell phone, office phone, address, preferred method of communication and best time to contact in addition to assistant's contact information, if applicable.
- ◇ **Buyer(s) and Seller(s):** Current address (not a P.O. Box) to receive documents, if necessary. Home phone, cell phone, email address, preferred method of communication and forwarding address with new contact information to reach the seller once the property has closed.
- ◇ **Legal Counsel (if applicable):** Name, firm, mailing address, email address and phone number.

* Not available in all areas and subject to state-specific guidelines. Contact your closing office to determine availability.

Kimberly Titus

Closing Agent

Capstone Title, LLC

2539 Countryside Blvd. Suite 3
Clearwater, FL 33761

727-773-8700

ktitus@capstonetitlellc.com



<http://capstonetitlellc.titlequoteapp.com>

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AMD: 09/2019

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BRAND PROMISE #6

PARTNER

To walk through their journey alongside them, as their partner.

TO BE LEGENDARY, WE ASK YOU WALK ALONGSIDE YOUR CUSTOMERS THROUGHOUT THEIR JOURNEY DURING THESE TIMES:

- At any possible milestone, whether stressful or celebratory, engage with your customer. Use this time to address the emotion they may be feeling.
- Before, during and after they need you, be an impactful resource for your customers.
- Throughout your relationship with your customer. This does not have to be Real Estate specific.

THIS IS HOW YOU CARRY OUT THIS STANDARD

- Use a Buyer and Seller kit for each active client.
- Use Ninja FLOW to stay connected with each customer.
- Be present with your customer so you can predict their needs ahead of time.
- Keep customers informed of happenings in their community- personal and real estate specific.

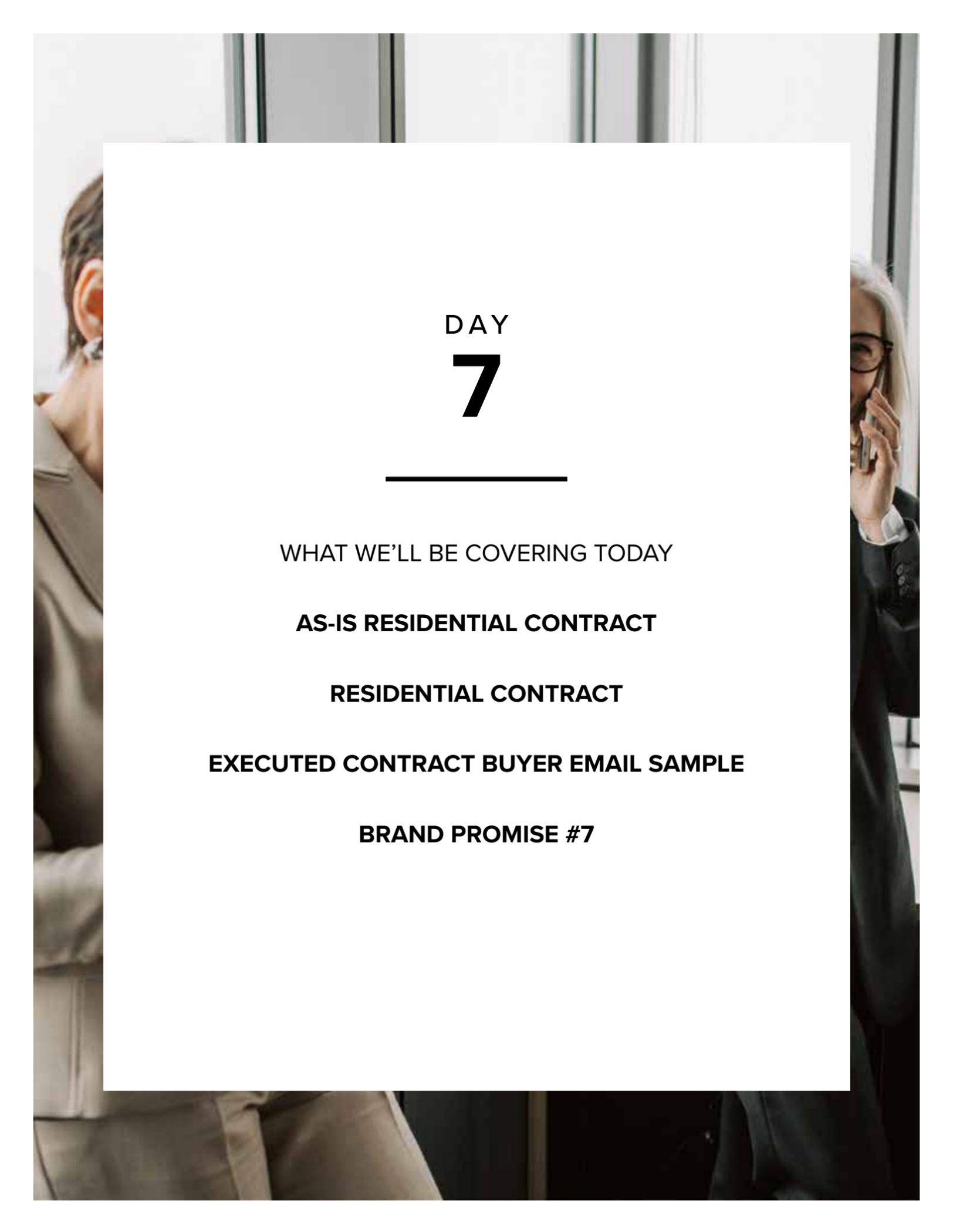


STATEMENTS TO AFFIRM STANDARDS

- Making sure you have a legendary experience is my responsibility. How else can I help you?
- I don't have information to share but wanted you to know I am working on...
- I want you to know I'm here for you. Is there any way I can serve you today?

TIE DOWN STANDARDS AFTER SUMMARY

- Do you feel this is the best option?
- Are there other ideas you would like me to research and present?
- Are there other options you would like me to explore?
- Are you comfortable moving forward?



DAY
7

WHAT WE'LL BE COVERING TODAY

AS-IS RESIDENTIAL CONTRACT

RESIDENTIAL CONTRACT

EXECUTED CONTRACT BUYER EMAIL SAMPLE

BRAND PROMISE #7



"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1* PARTIES: _____ ("Seller"),
 2* and _____ ("Buyer"),
 3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
 4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
 5 and any riders and addenda ("Contract");

1. PROPERTY DESCRIPTION:

- 7* (a) Street address, city, zip: _____
 8* (b) Located in: _____ County, Florida. Property Tax ID #: _____
 9* (c) Real Property: The legal description is _____

10 _____
 11 _____
 12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
 13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
 14 by other terms of this Contract.

- 15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
 16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
 17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
 18 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s),
 19 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox
 20 keys, and storm shutters/storm protection items and hardware ("Personal Property").
 21* Other Personal Property items included in this purchase are: _____

22 _____
 23 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- 24* (e) The following items are excluded from the purchase: _____
 25 _____

PURCHASE PRICE AND CLOSING

26
 27* **2. PURCHASE PRICE** (U.S. currency):\$ _____

- 28* (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)**\$ _____

29 The initial deposit made payable and delivered to "Escrow Agent" named below

30* **(CHECK ONE):** (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank,
 31 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
 32 SHALL BE DEEMED SELECTED.

33* Escrow Agent Name: _____

34* Address: _____ Phone: _____

35* Email: _____ Fax: _____

- 36* (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
 37* days after Effective Date\$ _____

38 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- 39* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.....\$ _____

- 40* (d) Other:\$ _____

- 41 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
 42* transfer or other Collected funds (See STANDARD S).....\$ _____

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- 43 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
 44 _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
 45* Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
 46 the counter-offer is delivered.

- 47 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
 48 initialed and delivered this offer or final counter-offer ("Effective Date").

49
 50 **4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are
 51 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
 52 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

Buyer's Initials

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Seller's Initials

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this Contract, the Closing shall occur on _____ ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.

- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

- 7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- ☐ (a) This is a cash transaction with no financing contingency.

- ☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

- (i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

- (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

Buyer's Initials

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search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☐ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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Seller's Initials

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

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- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

- 13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
- In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.
- 14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Rider
☐ B. Homeowners' Assn.
☐ C. Seller Financing
☐ D. Mortgage Assumption
☐ E. FHA/VA Financing
☐ F. Appraisal Contingency
☐ G. Short Sale
☐ H. Homeowners/Flood Ins.
☐ I. RESERVED
☐ J. Interest-Bearing Acct
☐ K. RESERVED
☐ L. RESERVED

- ☐ M. Defective Drywall
☐ N. Coastal Construction Control Line
☐ O. Insulation Disclosure
☐ P. Lead Paint Disclosure (Pre-1978)
☐ Q. Housing for Older Persons
☐ R. Rezoning
☐ S. Lease Purchase/ Lease Option
☐ T. Pre-Closing Occupancy
☐ U. Post-Closing Occupancy
☐ V. Sale of Buyer's Property
☐ W. Back-up Contract

- ☐ X. Kick-out Clause
☐ Y. Seller's Attorney Approval
☐ Z. Buyer's Attorney Approval
☐ AA. Licensee Property Interest
☐ BB. Binding Arbitration
☐ CC. Miami-Dade County Special Taxing District Disclosure
☐ DD. Seasonal/Vacation Rentals
☐ EE. PACE Disclosure
☐ Other:

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Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

PARTIES: _____ ("Seller"),
and _____ ("Buyer"),
agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: _____
(b) Located in: _____ County, Florida. Property Tax ID #: _____
(c) Real Property: The legal description is: _____

_____ together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").
Other Personal Property items included in this purchase are: _____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- (e) The following items are excluded from the purchase: _____

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): _____ \$

- (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** _____ \$

The initial deposit made payable and delivered to "Escrow Agent" named below

(CHECK ONE): (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Name: _____

Address: _____

Phone: _____

Email: _____

Fax: _____

- (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date _____ \$

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 _____

- (d) Other: _____ \$

- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S) _____ \$

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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this Contract, the Closing shall occur on _____ ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) **In the event** Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy (see Rider T PRE-CLOSING OCCUPANCY BY BUYER), except with respect to any items identified by Buyer pursuant to Paragraph 12, prior to taking occupancy, which require repair, replacement, treatment or remedy.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- ☐ (a) This is a cash transaction with no financing contingency.
- ☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions

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of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within the Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8(b)(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

Seller shall pay the following amounts/percentages of the Purchase Price for the following costs and expenses:

- (i) up to \$ _____ or _____ % (1.5% if left blank) for General Repair Items ("General Repair Limit"); and
- (ii) up to \$ _____ or _____ % (1.5% if left blank) for WDO treatment and repairs ("WDO Repair Limit"); and
- (iii) up to \$ _____ or _____ % (1.5% if left blank) for costs associated with closing out open or expired building permits and obtaining required building permits for any existing improvement for which a permit was not obtained ("Permit Limit").

If, prior to Closing, Seller is unable to meet the Maintenance Requirement as required by Paragraph 11 or the repairs, replacements, treatments or permitting as required by Paragraph 12, then sums equal to 125% of estimated costs to complete the applicable item(s) (but not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above, if any) shall be escrowed at Closing. If actual costs of Maintenance Requirement or required repairs, replacements, treatment or permitting exceed applicable escrowed amounts, Seller shall pay such actual costs (but not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above). Any unused portion of escrowed amount(s) shall be returned to Seller.

[The remainder of this page is intentionally left blank.]
This Contract continues with Paragraph 9(b) on Page 4 of 14.]

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☐ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

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DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional. See Rider I MOLD INSPECTION.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, and those repairs, replacements or treatments required to be made by this Contract, Seller shall maintain the Property, including, but

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not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION AND REPAIR:

(a) **INSPECTION PERIOD:** Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period"), within which Buyer may, at Buyer's expense, conduct "General", "WDO", and "Permit" Inspections as described below. If Buyer fails to timely deliver to Seller a written notice or report required by (b), (c), or (d) below, then, except for Seller's continuing Maintenance Requirement, Buyer shall have waived Seller's obligation(s) to repair, replace, treat or remedy the matters not inspected and timely reported. If this Contract does not close, Buyer shall repair all damage to Property resulting from Buyer's inspections, return Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion.

(b) GENERAL PROPERTY INSPECTION AND REPAIR:

(i) **General Inspection:** Those items specified in Paragraph 12(b) (ii) below, which Seller is obligated to repair or replace ("General Repair Items") may be inspected ("General Inspection") by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("Professional Inspector"). Buyer shall, within the Inspection Period, inform Seller of any General Repair Items that are not in the condition required by (b)(ii) below by delivering to Seller a written notice and upon written request by Seller a copy of the portion of Professional Inspector's written report dealing with such items.

(ii) **Property Condition:** The following items shall be free of leaks, water damage or structural damage: ceiling, roof (including fascia and soffits), exterior and interior walls, doors, windows, and foundation. The above items together with pool, pool equipment, non-leased major appliances, heating, cooling, mechanical, electrical, security, sprinkler, septic, and plumbing systems and machinery, seawalls, dockage, watercraft lift(s) and related equipment, are, and shall be maintained until Closing, in "Working Condition" (defined below). Torn screens (including pool and patio screens), fogged windows, and missing roof tiles or shingles shall be repaired or replaced by Seller prior to Closing. Seller is not required to repair or replace "Cosmetic Conditions" (defined below), unless the Cosmetic Conditions resulted from a defect in an item Seller is obligated to repair or replace. "Working Condition" means operating in the manner in which the item was designed to operate. "Cosmetic Conditions" means aesthetic imperfections that do not affect Working Condition of the item, including, but not limited to: pitted marcite; tears, worn spots and discoloration of floor coverings, wallpapers, or window treatments; nail holes, scrapes, scratches, dents, chips or caulking in ceilings, walls, flooring, tile, fixtures, or mirrors; and minor cracks in walls, floor tiles, windows, driveways, sidewalks, pool decks, and garage and patio floors. Cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks, leakage or structural damage.

(iii) **General Property Repairs:** Seller is only obligated to make such general repairs as are necessary to bring items into the condition specified in Paragraph 12(b) (ii) above. Seller shall within 10 days after receipt of Buyer's written notice or General Inspection report, either have the reported repairs to General Repair Items completed at Seller's expense, or have repairs estimated by an appropriately licensed person and a copy delivered to Buyer, or have a second inspection made by a Professional Inspector and provide a copy of such report and estimates of repairs to Buyer. If Buyer's and Seller's inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together shall choose, and equally split the cost of, a third Professional Inspector, whose written report shall be binding on the parties.

If cost to repair General Repair Items equals or is less than the General Repair Limit, Seller shall have repairs made in accordance with Paragraph 12(f). If cost to repair General Repair Items exceeds the General Repair Limit, then within 5 days after a party's receipt of the last estimate: (A) Seller may elect to pay the excess by delivering written notice to Buyer, or (B) Buyer may deliver written notice to Seller designating which repairs of General Repair Items Seller shall make (at a total cost to Seller not exceeding the General Repair Limit) and agreeing to accept the balance of General Repair Items in their "as is" condition, subject to Seller's continuing Maintenance Requirement. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) WOOD DESTROYING ORGANISM ("WDO") INSPECTION AND REPAIR:

(i) **WDO Inspection:** The Property may be inspected by a Florida-licensed pest control business ("WDO Inspector") to determine the existence of past or present WDO infestation and damage caused by infestation ("WDO Inspection"). Buyer shall, within the Inspection Period, deliver a copy of the WDO Inspector's written report to Seller if any evidence of WDO infestation or damage is found. "Wood Destroying Organism" ("WDO") means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.

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(ii) **WDO Repairs:** If Seller previously treated the Property for the type of WDO found by Buyer's WDO Inspection, Seller does not have to retreat the Property if there is no visible live infestation, and Seller, at Seller's cost, transfers to Buyer at Closing a current full treatment warranty for the type of WDO found. Seller shall within 10 days after receipt of Buyer's WDO Inspector's report, have reported WDO damage estimated by an appropriately licensed person, necessary corrective treatment, if any, estimated by a WDO Inspector, and a copy delivered to Buyer. Seller shall have treatments and repairs made in accordance with Paragraph 12(f) below up to the WDO Repair Limit. If cost to treat and repair the WDO infestations and damage to Property exceeds the WDO Repair Limit, then within 5 days after receipt of Seller's estimate, Buyer may deliver written notice to Seller agreeing to pay the excess, or designating which WDO repairs Seller shall make (at a total cost to Seller not exceeding the WDO Repair Limit), and accepting the balance of the Property in its "as is" condition with regard to WDO infestation and damage, subject to Seller's continuing Maintenance Requirement. If Buyer does not deliver such written notice to Seller, then either party may terminate this Contract by written notice to the other, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(d) **INSPECTION AND CLOSE-OUT OF BUILDING PERMITS:**

(i) **Permit Inspection:** Buyer may have an inspection and examination of records and documents made to determine whether there exist any open or expired building permits or unpermitted improvements to the Property ("Permit Inspection"). Buyer shall, within the Inspection Period, deliver written notice to Seller of the existence of any open or expired building permits or unpermitted improvements to the Property. If Buyer's inspection of the Property identifies permits which have not been properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(ii) **Close-Out of Building Permits:** Seller shall, within 10 days after receipt of Buyer's Permit Inspection notice, have an estimate of costs to remedy Permit Inspection items prepared by an appropriately licensed person and a copy delivered to Buyer. No later than 5 days prior to Closing Date, Seller shall, up to the Permit Limit, have open and expired building permits identified by Buyer or known to Seller closed by the applicable governmental entity, and obtain and close any required building permits for improvements to the Property. Prior to Closing Date, Seller will provide Buyer with any written documentation that all open and expired building permits identified by Buyer or known to Seller have been closed out and that Seller has obtained and closed required building permits for improvements to the Property. If final permit inspections cannot be performed due to delays by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections, failing which, either party may terminate this Contract, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

If cost to close open or expired building permits or to remedy any permit violation of any governmental entity exceeds Permit Limit, then within 5 days after a party's receipt of estimates of cost to remedy: (A) Seller may elect to pay the excess by delivering written notice to Buyer; or (B) Buyer may deliver written notice to Seller accepting the Property in its "as is" condition with regard to building permit status and agreeing to receive credit from Seller at Closing in the amount of Permit Limit. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(e) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the Maintenance Requirement, has made repairs and replacements required by this Contract, and has met all other contractual obligations.

(f) **REPAIR STANDARDS; ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** All repairs and replacements shall be completed in a good and workmanlike manner by an appropriately licensed person, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Except as provided in Paragraph 12(c)(ii), at Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this

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Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

- 14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. **DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:
- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
 - (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.
17. **ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, unless waived by Paragraph 12 (a), there exists at Closing no violation of the foregoing and none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later

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than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

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(ii) **CLOSING DOCUMENTS:** Seller shall, at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

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N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

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Seller's Initials

671 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
672 8288 and 8288-A, as filed.

ADDENDA AND ADDITIONAL TERMS

673 * **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this
674 Contract (**Check if applicable**):

- | | | |
|--|--|---|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> N. Coastal Construction Control | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> C. Seller Financing | Line | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> CC. Miami-Dade County |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> R. Rezoning | Special Taxing District |
| <input type="checkbox"/> H. Homeowners'/Flood Ins | <input type="checkbox"/> S. Lease Purchase/ Lease Option | Disclosure |
| <input type="checkbox"/> I. Mold Inspection | <input type="checkbox"/> T. Pre-Closing Occupancy | <input type="checkbox"/> DD. Seasonal/Vacation Rentals |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> EE. PACE Disclosure |
| <input type="checkbox"/> K. "As Is" | <input type="checkbox"/> V. Sale of Buyer's Property | <input type="checkbox"/> Other: |
| <input type="checkbox"/> L. Right to Inspect/ Cancel | <input type="checkbox"/> W. Back-up Contract | |

675 * **20. ADDITIONAL TERMS:** _____
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COUNTER-OFFER

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694 * ☐ Seller counters Buyer's offer.

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Seller's Initials

695

696 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE**
 697 **OF AN ATTORNEY PRIOR TO SIGNING.**

698 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

699 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms*
 700 *and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions*
 701 *should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.*

702 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO
 703 BE COMPLETED.

704

705
 706 * Buyer: Date:

707 * Buyer: Date:

708 * Seller: Date:

709 * Seller: Date:

710 Buyer's address for purposes of notice

Seller's address for purposes of notice

711 *

712 *

713 *

714 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled
 715 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to
 716 disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties
 717 and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the
 718 escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker
 719 to Cooperating Brokers.

720 *
 721 **Cooperating Sales Associate, if any** **Listing Sales Associate**

722 *
 723 **Cooperating Broker, if any** **Listing Broker**

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Seller's Initials

SAMPLE EMAIL UPON EXECUTED CONTRACT

All BOLD and UNDERLINED fields need to be changed to the actual names and dates.

Hello **Mr. and Mrs. Buyer,**

Congratulations, your offer has been accepted for the home on **123 Main Street, Anytown, FL 33830**. The executed contract date is **Enter Effective Date of Contract.**

I forwarded a copy of the executed contract to your lender **Mortgage Officer at Mortgage Company.**

Mortgage Officer will be working with you on the approval process so please be sure to provide any requested information he needs so we can make your closing date of **Enter Closing Date.**

Please know that there are deadlines that need to be met so this process can run smoothly: Note: All days are calculated by calendar days not business days. All time periods that end on a Saturday, Sunday or Holiday will automatically extend to the next day at 5:00 PM.

Escrow Check: An escrow deposit of **Enter Escrow Amount** is due to be delivered by **Escrow Deadline.** You can use a personal check made out to **Title Company.** Please notate the property address on the check so it will be applied to the right account. Please deliver the check to: **Title Officer Name at Title Company, Title company address.** Please ask **Title Officer Name** to make a copy of the check and email me a Verification of escrow deposit letter which I will forward to you, the lender and the seller's agent. The title company can email the letter to **Enter your email address.**

Loan Application: Please apply for your loan by **Loan Commitment Date.** You can contact your lender, **Mortgage Officer at Mortgage Company Name, Mortgage Officer's Phone.** I know you have been working with **Mortgage Officer** who has completed your per-approval paperwork. They will let you know if any additional documentation is necessary. Please provide them with all of the paperwork they ask for as quickly as possible. The sooner you respond the sooner he can get the process rolling. We are scheduled to close on **Closing Date** so time is of the essence.

Home Inspection and Termite Inspection: We have **(enter number of days in inspection period)** from the effective date of **5/6/2019** to have the inspections completed on your new property. That means the inspections must be completed by Inspection Deadline Date according to the terms of your contract. If you choose to have a home inspection/termite inspection which is highly recommended, you will pay for the expenses outside of closing. The costs for the inspections will be \$300-\$450 for the home inspection and \$75-\$85 for the termite inspection. Please pay the inspectors the day of the inspections. They will both email you a report of their findings. You will then let me know if you are satisfied with the inspections or have questions about any repair issues. If needed, I can recommend and schedule the necessary inspections and will confirm the date and time with you. I highly recommend attending the home inspection if possible. We will also have to get the seller's permission and schedule the dates with the current homeowners. I would be more than happy to sit down with you after the inspection is complete to review the findings and prepare negotiations for any items to be repaired, replaced or to receive a credit from the sellers.

Loan Commitment: Your loan commitment must be in place by **Enter Loan Commitment Deadline.**

Appraisal: Your lender, **Mortgage Company Name**, will order the appraisal on the property. This is also an expense that is paid outside of closing after your inspections are completed and you are satisfied with them.

Survey: This will be ordered by **Title Company** and the costs will be included in your closing costs.

Closing Statement: When all of the above is completed and we are ready for closing, you will be provided with a detailed Closing Disclosure by your lender. By law, you must receive this statement 3 days prior to your closing date. The statement will let you know how much money needs to be wired to the Title Company for your closing. The title company will provide wiring instructions so you can wire the funds the day before closing or sooner. Also, please be vigilant and do not ever wire money unless you confirm directly with the title company. Wire fraud is rampant these days and wiring instructions do not change last minute so be wary of emails telling you the wiring instructions have changed.

Home Owners Insurance: You must have home owners insurance in place before closing. It is a lender requirement and they will need proof of insurance. You should shop around and see who can provide the best price and service for your needs.

Utilities: Please remember to have the utilities transferred into your name at least a week before closing. I have a connection with Utility Helpers that can take care of this for you, for free!

Walk Through: We will schedule a final walk through the day prior to your closing to ensure that the property is in the same condition as the effective date, that the seller has removed all trash and garbage, that the seller has fixed all agreed upon repairs and that the seller has left all items called for in the contract.

If all goes smoothly, our closing will be on Closing Date! The closing will take place at **Closing Location and Address**. Please bring 2 forms of picture ID.

If you have any questions, give me a call. This is a general outline of the process. I will be with you every step of the way!

Congratulations on your new home!

Sincerely,

Your Name Here

BRAND PROMISE #7

BE A REAL ESTATE GENIUS

To exert a level of skill, knowledge and expertise so at every interaction they feel like they've chosen a Real Estate Genius.

TO BE LEGENDARY, WE ASK YOU TO BE A REAL ESTATE GENIUS AT THESE MILESTONES:

- Prior to agreeing to partner with them for their journey, we ask that you share your knowledge of the process and current market standards.
- When a problem arises, we ask that you give thorough options with pros and cons of each scenario presented.

THIS IS HOW YOU CARRY OUT THIS STANDARD

- At each milestone, inform the customer of what step comes next and what the 2 most likely outcomes will be.
- Do not give advice, guidance or direction if you are uncertain.
- Take pride in education- whether it be real estate, technology, or CORE service categories.
- Rely on your team for alternate perspective. Use your market president and peers to collaborate on various options.
- Share your knowledge with your customers so they can make informed decisions.



STATEMENTS TO AFFIRM STANDARDS

- Making sure you have a legendary experience is my responsibility. How else can I help you?
- I don't have information to share but wanted you to know I am working on...
- I want you to know I'm here for you. Is there any way I can serve you today?

TEMPERATURE CHECK STANDARDS AFTER SUMMARY

- Do you feel this is the best option?
- Are there other ideas you would like me to research and present?
- Are there other options you would like me to explore?
- Are you comfortable moving forward?

DAY

8

WHAT WE'LL BE COVERING TODAY

APPRAISAL PRACTICE

HOME INSPECTION PROCESS

HOMESTEAD EXEMPTION

BRAND PROMISE #8

UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE

I. Certified Residential Appraiser Requirements to Be Approved by HUD

1. A bachelor's degree is now required for an individual to obtain a State Certified Residential or State Certified General credential.
2. Successfully complete 200 classroom hours of board-approved courses covering the topics required by the FREAB in subjects related to real estate appraisal.
3. Provide evidence of 2,500 hours of real property appraisal experience obtained over a 24-month period in real property appraisal as a Trainee Appraiser.
4. Pass the Residential National Exam and the Florida Supplemental Exam.

II. The appraiser must meet the following conditions:

1. Be currently licensed and/or certified by the state in which the property is located
2. Have a minimum of one (1) year experience as a residential appraiser
3. Must appraise full-time (at least seventy-five (75%) of their income must come from appraising residential properties)
4. Be current with the Uniform Standards of Professional Appraisal Practice (USPAP) and those of the secondary market
5. Meet educational and experience criteria required by professional appraisal organizations and/or the qualifications criteria as established by the Appraiser Qualifications Board of the Appraisal Foundation
6. Stay abreast of current appraisal standards through continuing education.
7. Carry Errors and Omission Insurance with a minimum of \$250,000 coverage
8. Have specific appraisal experience that is appropriate for a particular appraisal assignment

III. Why are the standards to be an appraiser so high?

They are making decisions that affect millions of dollars in loans. A mistake can be catastrophic for a lender and those who approve or underwrite loans.

IV. Selecting Comparable Sales for FNMA (FHA/VA) & Jumbo Loans

1. At least 3 closed comps, 2 of which were sold within 6 months, and none to have sold more than 12 months ago.
2. The appraiser must comment on the reasons for using any comparable sales that are more than six (6) months old.
3. The date of sale and the time adjustment (market conditions) are critical elements in determining an accurate value because the appraisal is based on a specific date in time (the effective date of appraisal).
4. The comparable sales being considered must be analyzed by the appraiser to determine if there have been any changes in market conditions from the time the comparable went under contract to the effective date of the appraisal.

V. Appealing an Appraisal

1. A second appraisal is only allowed to be ordered if there is a reasonable basis to believe that the initial appraisal was flawed or tainted and the basis is clearly documented in the loan file.
2. Examples of a flawed appraisal may consist of:
 - Inappropriate comparable sales

- Unsupported adjustments
- Comparable sales outside the market area
- Miscalculated square footage
- Erroneous room counts

VI. There are three options the Lender has for addressing concerns:

1. Contacting the original appraiser to address the deficiencies in the report
2. Order a field review of the original appraisal
3. Order a new appraisal report

VII. Second Appraisals

1. If a second appraisal is ordered, the replacement appraisal service must be based on the same level of inspection as the original appraisal.
2. For either a field review appraisal or a new appraisal, the appraiser must be licensed or certified in the state in which the property is located.
3. Whenever a field review appraisal or a new appraisal is ordered, the opinion of market value as stated in the new appraisal report must be used on the transaction. The original appraisal is no longer eligible as it has been deemed defective.
4. The opinion of value may not be arbitrarily changed, nor is it acceptable to average the two opinions of market value in order to arrive at a final value conclusion

VIII. Appraiser Generalities – these are NOT facts, merely observations

1. Many appraisers do all their “field work” in one day so they may be visiting 3 to 6 different properties to gather information and take photos.
2. The next day, many appraisers do their “office work” & begin to prepare their written appraisal reports. Due to this, sometimes appraisers can make a mistake when they confuse “your property” with another one they saw the previous day.
3. Every appraiser handles real estate agents differently so you need to be careful not to insult them or aggravate them in any way.
4. Like us, they are always pressed for time and are trying to meet the time schedule that the lender has given them. How can you help them?

IX. Advice for Real Estate Agents

1. If you have an interest in seeing that the property appraises, you should always meet the appraiser at the property.
 - Take a friendly but business-like & very professional approach.
 - Assume they are extremely competent even if they have never been in Hillsborough County before. If you give the appraiser any indication that you doubt their ability to do a professional job, you are asking for trouble.
2. Always provide them with a large, closed envelope that only has the property address on the outside. Inside, it might be wise to include a copy of the sales contract, a Google color photo, a survey (if one is available), a copy of the tax records, and a CMA that justifies the sales price.
3. Never tell them that you already did their work for them and are giving them a CMA that justifies the sales price. That is really offensive to most appraisers. Just hand them the envelope & tell them you’re giving them a copy of the sales contract, the tax record, and any other relevant information that might help them as it might save them some time. Then, shut up!

4. When preparing your CMA for the appraiser, what is your goal?
 - Is it to do the most accurate CMA possible? NO!
 - Is it to justify the sales price? YES!
5. Search the MLS for all properties that have closed within the last 6 months that have the same or slightly more square footage with similar features: bedrooms, baths, garage, pool, & water view.
 - Select only those 3 closed properties that “work”, and do not give the appraiser any information about the other ones.
 - You can make adjustments on some of those closed properties in the event they don’t have the identical features your subject property has.
 - If necessary, you might have to select properties in a different neighborhood so long as it’s similar to what Buyers in that price range are evaluating.
 - When including active listings, only submit those with higher prices.
6. It’s easier to convince an appraiser of a property’s value upfront than it is to win an appeal on an appraisal so work hard, in the beginning, to be sure it appraises.

OVERVIEW OF THE HOME INSPECTION PROCESS

- I. Always advise the Buyer to get a home inspection, even if they are purchasing a new home.**
- II. The type of contract the Parties use is irrelevant as to how the agents should handle the home inspection. In all cases, the Buyers must respond in writing using a standard form.**
1. If the Parties have signed the standard FR-BAR contract or the CRSP contract, the Buyer has the right to have a home inspection & request that the Seller repair any defects up to the repair limit. All responses should be on the “Buyer’s Request for Repairs &/or Remedies” form. See page 3.
 2. If the Parties used the FR-BAR ASIS contract, the Buyer has the right to have a home inspection. After getting the results of the home inspection, the Buyer has 3 options:
 - Accept the house AS IS
 - Withdraw from the contract in writing within the time limits in the contract
 - Request that the Seller make repairs before they agree to close. This is actually, a contract “renegotiation”, and any agreement must be in writing although neither party is obligated to negotiate and can terminate the contract if they wish. Use the FAR (blank) “Addendum to Contract” for the Buyer’s response.
- III. Home inspectors are required to inspect every element of the home, including cosmetic items, and their written report must include a summary of everything they saw or learned, including the cosmetic items.**
- IV. The FR-BAR & CRSP contracts require the Seller to repair any defects but not any cosmetic items up to the repair limit.**
- V. If the Parties signed a FR-BAR ASIS contract, the Buyer may request that the Seller repair any items, including cosmetic items, but the seller isn’t obligated to fix anything as per the contract.**

HOW TO HANDLE THE HOME INSPECTION

AGENT WORKING WITH THE BUYER

- VI. Once you receive the written home inspection report, you should review it with the Buyer. It is up to the Buyer, not you, to determine if they want the Seller to repair any items.**
1. If the Parties used the FR-BAR or CRSP contract, you should remind your Buyer that the Seller is only obligated to repair defects in the property, not cosmetic items, up to the repair limit. The contract does list examples of each of these so you and the Buyer can determine which is which. You then need to complete the Buyer’s Request for Repairs &/or remedies form that lists the defects that the Buyer wants the Seller to repair, which must be signed by the Buyer.
 2. If the Parties used the FR-BAR ASIS contract, you should remind your Buyer that the Seller is not obligated to repair anything that the home inspection found wrong with the home, including defects in the property. If the Buyer wants the Seller to repair anything, you then need to prepare the Addendum to Contract that lists the items that the Buyer wants the Seller to repair, which must be signed by the Buyer.
 3. The Addendum should then be sent to the listing agent within the time limit as per the contract.
 4. There is no reason to send the entire home inspection report with the Addendum; however, it might be wise to send copies of the pages that are relevant to the requests made by the Buyer. Here is the actual language from the CRSP contract, “Buyer must, within 5 days after the end of Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the portion of the inspector’s written report dealing with such items to Seller.”

AGENT WORKING WITH THE SELLER**VII. If the Parties used the standard FR-BAR or CRSP contract, here is how you should handle the Buyer's Request for Repairs and/or Remedies from the Buyer's agent. You should give it to the Seller and review it and any home inspection photos and reports with them.**

1. You should advise the Seller to address the items that are clearly defects in the property as specified in the sales contract. The Seller has 3 options:
 - Agree to give the Buyer a credit at closing so that the Buyer can fix the defects after closing.
 - Agree to repair the items by a licensed contractor prior to closing.
 - "Have a second inspection made by a Professional Inspector and provide a copy of such report and estimates of repairs to Buyer. If Buyer's and Seller's inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together shall choose, and equally split the cost of, a third Professional Inspector, whose written report shall be binding on the parties."
2. "If the cost to repair warranted items exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to Seller not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition."
3. If the Parties can not agree and the contract is canceled, the Seller is then obligated to update the "Seller Disclosure" so that they are notifying all future Buyers about any defects found by the previous home inspection.

VIII. If the Parties used the standard FR-BAR or CRSP contract, here is how you should handle the Buyer's Request for Repairs and/or Remedies from the Buyer's agent. You should give it to the Seller and review it and any home inspection photos and reports with them.

1. Advise the Seller that they are not obligated to repair anything; however, the Buyer has a right to cancel the contract if they are not happy with the Seller's response. The Seller has 4 options:
 - Agree to give the Buyer a credit at closing so that the Buyer can fix the defects after closing.
 - Agree to repair the items by a licensed contractor prior to closing.
 - Refuse to repair any items with the understanding that the Buyers can cancel the contract.
 - Agree to repair some of the items but not all of them. In this case, the Seller should draw a line through the ones they do not want to do and initial next to those items. Then, the Amendment should be returned to the agent representing the Buyer, and that agent should meet with the Buyer to see if the Buyer agrees with the changes. If they do, the Buyer should initial those changes. That agent should then return a copy to the agent representing the Seller who will give the Seller a copy of the revised Addendum.
2. If the Parties can not agree and the contract is canceled, the Seller is then obligated to update the "Seller Disclosure" so that they are notifying all future Buyers about any defects found by the previous home inspection.

THE HILLSBOROUGH COUNTY HOMESTEAD EXEMPTION

The state constitution of Florida allows up to \$50,000 (an additional 25,000 does not apply to school taxes) to be deducted from the assessed value of a primary residence. For the property owners who are Florida residents and have qualified for homestead exemption the property is subject to a limitation in assessment increases, commonly known as Amendment 10, (SAVE OUR HOMES). This important benefit limits the increase in the assessed value to no more than 3% or the CPI (Consumer Price Index), whichever is less. (BTW, adding a non-marital relative to the deed can cause a partial loss of this limitation on increases.)

When the property is sold, the homestead exemption is removed, and the assessed value increases to just/market value for the New Year.

Requirements for the Homestead Exemption

- The owner must have legal or beneficial title to the property recorded in Hillsborough County by January 1 of the year of application. To never leave any doubt that we are placing their best interest above all else.
- The application must be submitted on or before March 1, unless it falls on a weekend or legal holiday, then it would extend to the next business day, to be timely filed.
- The owner must establish Hillsborough County as his/her legal domicile & reside on the subject property, be a US citizen or Permanent Resident.

Once a homestead exemption is established, it is automatically renewed each year until there is a change of ownership. Florida Statute requires the property owner to inform the office of any change in residency or marital status that would affect the qualification of the homestead exemption so it may be reviewed.

SUMMARY

To qualify for the current year, you must have title to the property, be moved into the property as of January 1, and file your application by March 1.



BRAND PROMISE #8

HIGHEST INTEGRITY

To never put them in a position to doubt we have the highest integrity in all that we do.

TO BE LEGENDARY, WE ASK YOU TO WORK IN A WAY THAT YOUR INTEGRITY IS NEVER QUESTIONED AT EACH OF THESE MILESTONES:

- When working with your customer, the partnering agent or the other customer.
- When another party is relying on you for communication or guidance.
- Always be mindful your personal and professional life are intertwined in the profession you have chosen.

THIS IS HOW YOU CARRY OUT THIS STANDARD

- Do what you say, when you say and always be honest.
- Don't lie, hide from or stretch the truth.
- If you cannot do what you've said you're going to do, communicate promptly.
- Put others interests and well-being above your own.

STATEMENTS TO AFFIRM STANDARDS

- Making sure you have a legendary experience is my responsibility. How else can I help you?
- I don't have information to share but wanted you to know I am working on...
- I want you to know I'm here for you. Is there any way I can serve you today?

TIE DOWN STANDARDS AFTER SUMMARY

- Did I hear that correctly?
- Is that what is most important to you?
- Did I prioritize that correctly?
- Did I miss anything you'd like me to take care of for you?

[illegible]



BERKSHIRE HATHAWAY
HomeServices
Florida Properties Group