



Town & Country Apollo Properties

ADDENDUM (Buyer Agent Commission "BAC" Credit Offer)



TO
EXCLUSIVE BUYER BROKER AGREEMENT & AGENCY DISCLOSURE

THIS IS AN ADDENDUM to that EXCLUSIVE BUYER BROKER AGREEMENT & AGENCY DISCLOSURE (the "Buyer Broker Agreement") entered into on _____ (date), between _____ (the "Buyer"), Lynn C Fillmore (the "Broker/Buyer Agent") and **Town and Country Apollo Properties**, (the "Company"). The following terms are hereby incorporated as part of the Buyer Broker Agreement, and to the extent these terms modify or conflict with any provisions of the Buyer Broker Agreement, these terms shall control.

1. BROKERAGE FEE: CREDIT OFFER Customer vs Client. A "customer" is someone who purchases goods or services from a business. A "client" is someone who receives professional services, based on financial considerations for professional services rendered; This agreement will create a client relationship between the Buyer and Broker / Buyer Agent.

Retainer Fee: For Credit Offer, the Buyer shall pay to Company a non-refundable Retainer Fee in the amount of \$295.00, due upon acceptance of this agreement. Retainer Fee may waived for a single "pre-selected" property purchase offer or an *In House Sale. (failure to pay retainer fee may void rebate. (Valid for a period of 6 months)

1.1. Cooperative Commission: The cooperative commission (*based on a traditional 3% of purchase price) offered as incentive to the Licensed Buyer Brokerages over the "MLS" shall be split between Buyer and Company. If Property is listed by the Company, The Seller has authorized the Listing Broker that they will accept a limited agency situation, it is the business practice of the Company to participate in In-House Sales. By signing this agreement, Buyer consents to a limited agency within the Company. Non-MLS properties, (For Sale by Owner) will also be subject to this Commission agreement.

Note: a minimum of 1 1/2% of the net sales price or lease amount of property acquired, or \$1500, whichever is greater, will be due to the Company under this agreement. In the event, the MLS offering of Buyer Agent compensation (BAC) or if the Subject Property is a For Sale By Owner, the Real Estate Purchase Contract between Buyer and Seller will reflect this BAC amount. The parties acknowledge that this fee arrangement is based on Buyer Agent providing services to Buyer, and that if the services required by Buyer exceed the services set forth in Paragraph 3 below, the Credit offer may be modified by Company.

2. BUYER OBLIGATIONS: Buyer will:

- 2.1. Work exclusively through Broker/Buyer Agent in acquiring property in the market area and negotiate the acquisition of property in the market area only through Broker/Buyer Agent;
- 2.2. Use due diligence in searching for, locating, and screening properties for possible purchase;
- 2.3. Inform other Buyer Agents, salespersons, and sellers with whom Buyer may have contact that Broker/Buyer Agent exclusively represents Buyer for the purpose of acquiring property in the market area and refer all such persons to Broker/Buyer Agent;
- 2.4. Comply with other provisions of this agreement.

3. BROKER/BUYER AGENT OBLIGATIONS: Broker/Buyer Agent will:

- 3.1. Advise Buyer regarding any properties Buyer becomes aware of, by any search method employed by Buyer, including, but not limited to searches on the internet, on web sites such as Realtor.com and MLS Search and parameters submitted to Buyer's Agent.
- 3.2. Provide Entry into selected Properties. (first (5) five selections, without added fee; then a reduction in rebate of \$50 for each additional entry thereafter.
- 3.3. Submit Buyer offers with necessary documentation, negotiate offers on Buyer's behalf to achieve a fully executed contract, and guide Buyer through the transaction process up to closing; and
Note: Offers may be submitted for Buyer prior to entering a selected property, simply based on photos or Open House events. An accepted offer executed between Buyer and Seller may be canceled if desired as per Section 8 of Utah REPC.
- 3.4. Comply with other provisions of this agreement.

ALL OTHER TERMS of the Exclusive Buyer Broker Agreement, not modified by this ADDENDUM shall remain the same.

X _____
(Buyer Signature) Date

ACCEPTED by the Company

by _____
(Lynn C. Fillmore, Principal Broker) Date

