



# 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. **(Valid for a period of 6 months from the execution of this addendum)**

**1. 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. Exception. If Buyer purchases a pre-selected property the retainer fee will be returned to Buyer upon closing. (failure to pay retainer fee shall void credit offer)**

**2. BROKERAGE FEE: 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. Any cooperative commission amount exceeding 3% or Buyer Agent Bonuses offered shall be due to Company. If Property is listed by the Company; The Seller has authorized the Listing Broker that Seller will accept a limited agency situation. No Credit will be due Buyer. Buyer Agent incentive will be the minimum noted below. It is the business practice of the Company to participate in In-House Sales. By signing this agreement, Buyer consents to possible limited agency within the purchase process with Company. For Non-MLS properties, (For Sale by Owner) Buyer and Company will also be subject to this Commission agreement. (minimum noted below shall apply).

*\*Note: a minimum of 1.5% of the net sales price or lease amount of property acquired, will be due to the Company under this agreement. 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.*

**3. BUYER OBLIGATIONS:** Buyer will:

- 3.1. 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;
- 3.2. Use due diligence in searching for, locating, and screening properties for possible purchase;
- 3.3. Provide Buyer Agent with a lender pre-approval letter for proof of funds prior to property entry or presented offers
- 3.4. 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;

**4. BROKER/BUYER AGENT OBLIGATIONS:** Broker/Buyer Agent will:

- 4.1. 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.
- 4.2. Provide Entry into selected Properties. The first (5) five selections are without added fee; then a reduction in rebate of \$50 for each additional entry thereafter.
- 4.3. 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 cancelled if desired as per Section 8 of Utah REPC.*

**INDEMNIFICATION:** BUYER shall defend, indemnify and hold Company, Buyers Agent and representatives harmless from, any and all losses, claims, damages, liabilities and costs, including without limitation, commission claims, court costs, reasonable attorneys' fees, which arise from, are related to, or are in connection with this Agreement or violation of any federal, state or local laws

**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

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