

This Buyer Rebate Agreement ("Contract") is between Buyer, as defined in paragraph 16, here in after referred to as ("**Buyer**") and RealEstate Listing Service Corporation dba FOXmls.com, 1229 Hercules Lane, Naperville, IL 60540 ("**Member Agent**"). Member Agent and Buyer Contract as follows:

1. REPRESENT BUYER: Buyer grants Member Agent the exclusive right to represent and assist Buyer in locating and acquiring a suitable real Property ("**Property**"). The term "acquire" or "acquiring" includes any purchase, option, exchange, lease or other acquisition of ownership or equity interest in Property from a Property owner ("**Seller**"). The county(ies) in which Buyer expects to find Property(ies) is:

_____. ("**Counties**").

2. TERM: This Contract will begin on the date of Contract acceptance by Buyer Broker and will terminate 6 months later at 11:59 P.M. ("**Termination Date**"). However, if Buyer enters into an agreement to acquire Property which is pending on the Termination Date, this Contract will continue in effect until the transaction has closed or otherwise terminated.

3. ATTORNEY: Buyer will utilize the services of, Firm Name: _____

Attorney Name: _____ City/State/Zip: _____

Phone: _____ ("**Attorney**") as Buyer's Attorney.

4. LENDER: Buyer will utilize the services of Lender Name: _____

Contact Name: _____ City/State/Zip: _____

Phone: _____ ("**Lender**") to be pre-approved for financing before making an offer or to set up showings.

5. MEMBER AGENT'S PROCESS: Buyer authorizes Member Agent and Member Agent agrees to:

- a) Use Member Agent's best efforts to identify services from which Buyer may identify Property that meet the Buyer's specifications relating to location, price, features and amenities of Property.
- b) Provide customer access to updates for determining Active, Pending and Sold information in Counties.
- c) Provide Buyer with web access to "Residential Real Estate Contract" agreement, "Lead-based Paint Warning Statement", "Buyer Rebate Addendum", Buyer's Attorney Checklist, Property Disclosure Report, Radon Gas Disclosure, Mold Disclosure forms and the EPA lead hazard information pamphlet entitled "Protect Your Family From Lead in Your Home"
- d) Provide Buyer with quantity fifty (50) "Brokerage Disclosure Cards".
- e) Refund to Buyer commission pursuant to paragraph 9 when copy of all executed Contracts, agreements, riders, disclosures and the HUD Statement is received by Member Agent and all Buyer obligations pursuant to Paragraph 6 are completed. Member Agent's check must clear issuer's bank before refund is issued.

6. BUYER'S PROCESS: In consideration of Member Agent's obligations, Buyer agrees to:

Property Search Process

- a) Utilize Internet and other methods to identify Property to acquire.
- b) Get pre-approved for financing. Not required for cash offers.

Showing Process

- c) Arrange for showing of Property without the assistance of Member Agent or ask Member Agent for assistance to set up showing if pre-approved for financing.
- d) Advise the Seller or Listing Agent at first opportunity, that Buyer is working with and represented exclusively by Member Agent.
- e) Present "Home Buyer Rebate Disclosure Card" to agent representing Seller's ("**Listing Agent**") or Seller before showing a Property or at first meeting, whichever occurs sooner.
- f) Keep a "Daily Log" of Property showings with address, city, date toured and Listing Agent Name.
- g) Seller requests that Buyer's Agent not attend home showing, inspections or any other meetings except virtual meetings.
- h) Buyer's Agent is authorized to inform Seller, Listing Agent and others that the Buyer is pre-approved for financing and or is a cash buyer.

Pre-Offer Process

- i) Receive "Good Faith Estimate of Settlement Charges" from Lender.
- j) Determine with Buyer's Attorney where escrow money shall be deposited.
- k) Obtain a copy of the disclosures from Listing Agent or Seller.
- l) Complete Buyer's Attorney Checklist.

Offer Process

- m) Ensure the Buyers Agent's name is entered on Purchase Contract.
- n) Ensure that the appropriate Contracts riders are included possibly including but not limited to: Coastal Construction Control Line, Condominium, Foreign Investment in Real Property Tax Act, VA/FHA, Insulation, AS-IS, Homeowners Association Disclosure, Lead-based Paint Warning Statement, Radon Gas Disclosure and Mold Disclosure.
- o) Incorporate "Buyer Rebate Addendum" as part of the "Real Estate Contract" agreement.
- p) E-mail all offers on Property to Member Agent. Member Agent will present offers to Listing Agent.

Communicate Acceptance Process

- q) E-mail to Member Agent all executed Contracts, riders, disclosures, "Buyer Rebate Addendum" and "Daily Log" within 24 hours of offer to acquire *acceptance* Buyer and Seller.

Communicate Closing Process

- r) Email Member Agent the final HUD Statement (Closing Statement).
- s) Ensure Member Agent's commission is sent via Bank Wire to Member Agent on date of Property closing.

Miscellaneous

- t) Indemnify and hold Buyers Agent harmless from and against all losses, damages, costs and expenses of any kind, including Attorney's fees, and liability to any person arising from Member Agent's role as Buyer's Agent.
- u) **Not ask or expect to restrict the acquisition of a Property according to race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.**
- v) Buyer Broker cannot guarantee all Listing Agents and or Sellers will be willing to show a property

7. COOPERATION WITH OTHER AGENTS: Member Agent will cooperate with Listing Agent to effect a transaction. Buyer understands that Member Agent will be compensated by a Listing Agent in connection with Member Agent's role in effecting a transaction and that such compensation does not compromise Member Agent's fiduciary duty to Buyer.

8. COMPENSATION: In consideration of Member Agent obligations, Seller agrees to pay Member Agent as follows (collectively "**Processing Fees**"):

- a) Upon final execution of this Contract, Buyer will pay to Member Agent a non-refundable \$295 sign-up fee ("**Sign-Up Fee**") for Member Agent services. Sign-Up Fee is not refundable.
- b) An additional fifty (50) "Brokerage Disclosure Cards" is \$25. ("**Disclosure Card Fee**")

9. COMMISSION: Member Agent's commission is earned when, during the term of this Contract or any renewal or extension, Buyer or any person acting for or on behalf of Buyer contracts to acquire Property. When all Buyers' obligations pursuant to Paragraph 6 are satisfied Member Agent will refund to Buyer the commission paid to Member Agent, from Listing Agent or Seller, except the following amounts:

- a) Purchase or Exchange: Member Agent will retain one and one half percent (1.50%) of the selling price being paid to Member Agent from Listing Agent or Seller.
- b) Lease: Member Agent will retain one and one half percent (1.50%) of the gross lease value being paid to Member Agent from Listing Agent or Seller. If Buyer enters into a lease-purchase agreement, the amount of the leasing fee that Member Agent receives will be credited toward the amount due Member Agent for the purchase.
- c) Option: Member Agent will retain one and one half percent (1.50%) of the option amount paid to Member Agent from Listing Agent or Seller. If Buyer enters into a lease with option to purchase, Member Agent will be compensated for both the lease and option. If Buyer subsequently exercises the option, the amounts received by Member Agent for the lease and option will be credited toward the amount due Member Agent for the purchase.

10. MEMBERSHIP: Buyer(s) are life time member(s) ("**Member**"). On an annual basis Member Agent shares profits with Members. Each net dollar (revenue – commissions – expenses) received by Member Agent from Buyer will equate to 1 point. In mathematical terms; the life time points received by a Member is the numerator. Members receive points each time Members buy, sell and or rent over the many years. The total points received by our Members since 1995 is the denominator. Each time Members buy, sell or rent using Member Agent the Member accumulates additional points. If there are two or more parties on the deed, then the points will be split equally between the Members. The points will accumulate until death at which time the points become zero. The amount of profits shared each year will be determined by the Member Agent management and/or Member Agent Board of Directors. Members remain eligible for annual profit sharing by keeping the following contact information current: (1) mailing address, (2) individual e-mail address, (3) social media of choice, and subscribe to Member Agent monthly newsletter. As a Member, Member authorizes Member Agent to contact Member via a phone call and/or electronically. Use of the term "member" or "membership" does not convey any eligibility rights for ownership rights in Member Agent. In the future, Member Agent may or may not convert the points and or give our Members the option to convert into ownership in a public offering. Governments and or REALTOR® Associations may or may not in the future limit our ability to share with our Members in any or all sharing methods. Member Agent reserves the right to modify and/or end Membership.

11. COMPETING BUYERS: Buyer understands that Member Agent may represent other Buyers seeking to acquire Property which meet Buyer's criteria. Buyer agrees that Member Agent may make competing Buyers aware of the existence of any offer Buyer makes, so long as Member Agent does not reveal any material terms or conditions of the offer without Buyer's prior written consent.

12. MEMBER AGENT: By signing this Contract, Member Agent agrees to represent and act as Buyer's Agent within the scope of this Contract. As Buyer's Agent, Member Agent owes to Buyer the following duties: dealing honestly and fairly; loyalty; confidentiality; obedience; full disclosure; accounting for all funds; and skill, care and diligence in the transaction. Buyer is responsible for making all offers thru Member Agent to Listing Agent.

13. CONTRACT SUSPENSION: When Buyer is interested in a Property in which Member Agent is to receive no commission from Listing Agent or Seller, then this Contract will be suspended for that transaction. Listing Agent will pay no commission to Member Agent for that transaction.

14. EARLY TERMINATION: Buyer may terminate this Contract at any time by written notice to Member Agent. Member Agent may terminate this Contract at any time by written notice to Buyer, in which event Buyer will be released from all further obligations under this Contract.

15. DISPUTE RESOLUTION: This Contract will be construed under Florida law. Venue for all court proceedings is in the county in which the principle office of the Member Agent is located. In the event of Buyer's default of this Contract or any agreement to transfer any interest in the Property, Member Agent shall be entitled to all reasonable Attorney fees, court costs, and Attorneys' miscellaneous office costs, whether litigation, appeal, collections, arbitration, or mediation is commenced or not.

16. MISCELLANEOUS: This Contract is binding on Member Agent's and Buyer's heirs, personal representatives, administrators, successors and assigns. Member Agent may assign this Contract to another listing office. Signatures, initials and modifications communicated by facsimile will be considered as originals. The amount of commission being offered to the Member Agent may be stated in the REALTOR® MLS. The term "Buyer" as used in this Contract includes Buyers, tenants, exchangers, optionees and other categories of potential or actual transferees. The term "Member Agent" as used in this Contract includes Buyer's Agent, Buyer's Broker, Real Estate Broker, Transaction Broker, Designated Agent or others legally capable of acquiring Property for Buyers. The term "Listing Agent" as used in this Contract includes Listing Agent, Seller's Broker, Real Estate Broker, Transaction Broker, Designated Agent or others legally capable of selling Property for Sellers. If any part of this Contract is void for any reason, such invalidity shall not affect the remaining portion of this Contract. Section, paragraph heading or titles are for convenience only and are not deemed part of this Contract. A real estate broker is qualified to offer advice on real estate transaction. Member Agent advises Buyer to consult an appropriate professional for related legal, tax, Property condition, environmental, foreign reporting requirements, and other specialized advice.

17. BUYER: Buyer(s) are the following:

Buyer Name	Address	City	State	Zip	Phone	Signatures
_____	_____	_____	_____	_____	_____	X _____
_____	_____	_____	_____	_____	_____	X _____

Email this signed document to barkley@foxmls.com.

17. Charges: Buyer will go to <http://FL.BUY.Foxmls.com> to pay sign-up fee.

Accepted by Buyer Broker

Date of Acceptance