

## **OUR HOME BUYER'S PERSONAL BILL OF RIGHTS**

**Read the following information very carefully. It's about you. It's about a commitment, our commitment to you. We believe that there is nothing more important than your well being. With that in mind we have put in writing, our commitments to you. You see, we have found that lot's of agents can make promises. But do they always keep them? Therefore we make NO promises, ONLY COMMITMENTS. We hold ourselves accountable. Accountable to you. To your future. To your family. To your investment in a new home. It is our sincere intention to serve your real estate needs for life, not just one time. We intend to deliver the kind of service that makes you feel secure in your decision to use our services both now and for life! Thank you.**

1. I will furnish the prospect information about my area, including relocation packages, information on schools, shopping, and any other requested information.
2. I will make time to work with and show homes to the employee according to the employee's schedule.
3. I will enter into a written exclusive agency agreement, which includes the fiduciary duties of loyalty, obedience, confidentiality, disclosure, accounting, and due care, and which makes the buyer my client, rather than a customer.  
The agency agreement will also denote that my commission comes from the proceeds of the transaction. And in the event of an actual dual agency situation, my commission will come from the seller or seller's agent. If the buyer prospect

- questions the duration of the agreement, I will agree to enter into a one or two day agreement during which I will prove the value of my services.
4. I will act only as an agent of the buyer (never as a facilitator, contract broker, etc).
  5. I will do everything I can to make the transaction go as smoothly as possible for the buyer client.
  6. I will not charge the prospect/client a retainer fee for my services.
  7. I agree to make every home currently for sale in my area, which meets the buyer's stated needs and wishes and which is within reach of the buyer's financial ability and comfort level, available for inspection, before showing any in-house listings.
  8. I will advise the buyer client of the pros and cons of different areas of the city.
  9. I will advise the buyer of the pros and cons of each home viewed, unless my real estate brokerage firm or I listed the home. If the home is listed by me or by the real estate brokerage firm for which I work, I will make all legally required disclosures.
  10. I will give the buyer a modified appraisal/opinion of value of the actual value of the home chosen by the buyer before he/she makes an offer to purchase it, unless I or my real estate brokerage firm listed the home.
  11. I will help the buyer client negotiate the best price for the desired home unless I or my real estate brokerage firm listed the home.

12. I will assist the buyer in finding competitive rates of homeowner's insurance.
13. I agree to help the buyer client choose a reputable home inspector.
14. I will work to obtain the most competitive financing by dealing with several direct lenders, eliminating any additional fee which would be incurred by using a mortgage broker, unless using a mortgage broker would result in the lowest financing cost for the buyer client.
15. I will not do anything that would encourage the buyer s 'client to become obligated to any ancillary service provider, including a lender, before having a fully executed contract to purchase property, unless approved in advance.
16. I agree to assist the buyer with and be present at the closing .
17. I agree to be personally responsible as an agent, and my broker agrees to be responsible, for making certain that the agreed upon referral fee is promptly tendered, at the time of closing.

**Guaranteed and signed by:**

\_\_\_\_\_  
(agents name)

\_\_\_\_\_  
*On This Date*