

Classik Management Company

A licensed Real Estate Brokerage Firm in Texas

Buyer Representation Agreement

Client grants to Broker the exclusive right to act as Client's real estate agent for the purpose of acquiring a newly constructed home from a homebuilder.

Parties to the agreement:

Client:	(Broker) Classik Management Company
Address	2200 Heather Ridge Dr
City:	Flower Mound
State, ZIP	TX 75028
Phone:	Phone 1-866-388-2690 or 972-691-5898
Fax:	Fax 972-539-6169
Email:	realtor@texasdreamhouse.com

Term: This agreement commences on _____ for a period of ___ days or _____ (this specific address only), renewable on a month-to-month basis and ends at the earlier of:

- A. Written notice of termination of this agreement by either party or
- B. The closing and funding of the transaction for acquisition of the property

Broker Obligations: Broker will:

- A. Use Broker's best efforts to assist Client in acquiring the property
- B. Assist client in negotiating the acquisition of the property

Clients Obligations: Client will:

- A. Work exclusively through Broker in acquiring property
- B. Inform other brokers, salespersons, sellers with whom the client may have contact that Broker exclusively represents Client for the purpose of acquiring property.
- C. Comply with other provisions of this agreement

Representations:

- A. Client asserts that he or she is a bona fide buyer of real estate
- B. Client represents that Client is not now a party to another buyer representation agreement with another broker.
- C. Client represents that all information relating to Client's ability to acquire property is true and correct.

Competing Clients: Client acknowledges that Broker may represent other prospective buyers seeking to purchase properties that may meet client's criteria. Broker may, during the term of this agreement and after it ends, represent such other prospects, show the other prospects the same properties that Broker shows to Client, and act as a real estate broker for such other prospects in the acquisition of properties that Client may seek to acquire

Broker's Fee: Broker will seek to obtain payment of the commission from the seller in the amount of 3% of the purchase price of the home. If seller offers compensation in excess of 3%, Broker will retain the additional compensation.

Rebate: Broker will rebate to Client **2.5%** of the purchase price of the home.

Mediation: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise related to this agreement or any transaction related to or contemplated by this agreement. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator.

Initial for Identification by Broker/Associate _____ and client _____, _____

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**Buyer Representation Agreement between Classik Management (Broker).
and _____ (Clients)**

Rebate Qualification Guidelines: 2.5% Commission Rebate Terms: Rebate may be applied to sales price reduction, loan closing costs or taken as a check within 10 days of funding. Buyer must be represented by Classik Management., as Realtor. Builder and Lender approval required. Rebate offer based on a minimum 3% commission to be paid by new home builder. Commission to be paid on base price or full sales price at policy of new home builder. *Rebate only available only in Texas and only with builders in Austin, Houston, San Antonio and any other city in Texas, who do not require Realtor to be present. Dallas and surrounding area builders we can be present at contract or present to sign if required.* You must register us as your Realtor on your **FIRST VISIT TO NEW HOME BUILDER. FAILURE TO REGISTER US AS YOUR REALTOR ON YOUR FIRST VISIT, MAY RESULT IN LOST COMMISSION AND LOST REBATE!**

Special Provisions:

New Home Builders may or may not authorize buyer to apply the rebate to any loan/closing costs or reduction in sales price.

Additional Notices:

- A. Broker's fees and the sharing of fees between brokers are not fixed, controlled, recommended, suggested or maintained by any listing service. Brokerage fees are set by individual firms and may be negotiable.
- B. Broker is obligated under law to perform under this agreement without regard to race, color, religion, national origin, sex, disability or familial status.
- C. Broker is not a property inspector, surveyor, engineer, environmental assessor, or compliance inspector. Client should seek experts to render such services for any property Client seeks to acquire.
- D. If Client purchases property, Client should have an abstract covering the property examined by an attorney of Client's selection, or Client should be furnished with or obtain title policy.

Classik Management. 0481436

Broker's Printed Name License No.

Client's Signature Date

0481436

Associate's Signature License No.

Client's Signature Date