

Why are you selling?

# What is most important to you in getting your home sold?

## What do you believe should happen in order for that to be accomplished?

Sellers Initials



## **VIP SELLER AGREEMENT**

## Our Mission: To Sell Your Home at Your Price in Your Time Frame and with the Least Hassle to You!

## As a VIP Seller, Your Home Sold Guaranteed Realty (Broker) will provide you with the following Services and Guarantees from Listing to Sale:

- 1) A custom advertising, marketing and presentation **<u>plan</u>** is prepared for your home.
- 2) That **plan** is fine-tuned by our Team of Experts.
- 3) We personally write or supervise all the ads, sale details, web site postings and other information about your home.
- 4) Aggressive Marketing begins through multiple media channels and Presentation of your home to our Data Base of Buyers and Agent Networks.

16 Key Systems Are Immediately Activated to Get Your Home Sold at Your Price in Your Time Frame and With the Least Hassle.

- ✓ Immediate introduction of your home to our database of buyers in waiting.
- ✓ Syndication of Emotional Response ad copy on the World Wide Web.
- ✓ 24 Hour Talking Ads for mobile and WIFI created and launched.
- ✓ Property ads added to Google Business Page.
- ✓ Social Media Marketing system ads created and launched.
- ✓ City-wide Buyers Agent Network notification.
- ✓ International Buyer Network notification.
- ✓ For Sale Sign System if neighborhood allows.
- ✓ Notification to Proprietary Network of Real Estate Investors.
- ✓ In-House Returning VIP Client System.
- ✓ USP Branded Online Marketing Systems.
- ✓ Platinum Reverse Offer System.
- ✓ Less Branded Online Marketing Systems.
- ✓ Internal Notice to YHSGR Agents.
- ✓ The Everyday Open House System.
- ✓ Homeward Bound Newsletter to VIP Buyers and Past Clients.

#### **Sellers** Initials

#### YHSGR Representative Initials



#### **Exclusive Guarantees:**

#### 1. BUYERS IN WAITING GUARANTEE:

In addition to Brokers Key Systems that activate upon listing to get the Sellers Property Sold, Seller's property will be exposed to Brokers group of pre-qualified and interested buyers daily with Property Alerts to Broker's Data Base of Buyers in Waiting.

#### 2. YOUR HOME SOLD GUARANTEED:

Seller's property will sell within the term of this agreement or Broker will sell it for free (Reduce Listing Agent's Sales Commission to \$0 and extend the term of this agreement for additional 90 days).

#### 3. COMMUNICATION GUARANTEE:

Seller will be kept posted on the progress of the sale of the property with an update at least every week. Seller's phone calls will be returned by a qualified Brokerage Team Member within 24 hours. GUARANTEE: If Broker fails to update Seller weekly or fails to return Seller's call within 24 hours, Seller will receive \$100.

#### 4. HONEST PROMISES GUARANTEE:

Broker is not going to wildly promise Seller the moon and stars to get Seller's business. Broker will tell Seller what Broker can and will do, exactly how Broker operates, as well as what Broker will not do, up front, in clear language. When Broker lists Seller's home, Broker will give Seller a detailed Professional Service Agreement (Exclusive Listing Agreement) in writing. GUARANTEE: If at any time, Broker fails to honor that agreement, Broker will give Seller \$500.

#### 5. <u>REALITY BASED SELLING PRICE RANGE GUARANTEE:</u>

Broker gets Seller top dollar. Broker track record and statistics prove it. Broker will never play the 'bait n switch' game of promising to get Seller a wholly unrealistic price just to get Seller's business, then wear the Seller down with low ball offers. Unfortunately, this does go on in the real estate industry. GUARANTEE: for every \$5,000 Broker sells Seller's home for, below the agreed upon range, Broker will give Seller \$200.00 (up to a maximum of \$1,000).

#### 6. <u>REALITY BASED TIMETABLE GUARANTEE:</u>

Broker implements a complete marketing program to sell Seller's home. You know in advance what will occur step by step and will receive weekly marketing updates. And Broker sets a "target range" for the timing of the successful sale of Sellers home. In many cases, Seller's home will sell faster. GUARANTEE: If Broker fails to sell Seller's home within 90 days Broker will give Seller \$100.00 for each week after that (up to a maximum of \$1,000).

#### 7. HONEST PRESENTATION OF EXPERIENCE AND TRACK RECORD:

Everything stated about Broker throughout these materials is summarized in Broker's "FACTS" brochure. This is an accurate, factual representation, fully supported by documentation, provided on request. GUARANTEE: If anyone can demonstrate that any of these statements or statistics summarized in the "FACTS" brochure is false, Broker will donate \$1,000 to charity of their choice.

#### 8. QUALIFIED BUYERS GUARANTEE:

Broker's marketing systems and consumer programs automatically sift and sort out the best qualified prospects for Seller's home. Broker will not ask Seller to leave the property (if owner occupied) and allow it to be shown to any Buyer unless they have been pre-qualified to buy Seller's property and are genuinely interested in the property. GUARANTEE: If Sellers home fails to close on time due to Buyer "financially not qualifying", Broker will give Seller \$500.

**Sellers** Initials

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## WORTHY CAUSE REFERRAL ACKNOWLEDGMENT

Your Referrals Help at the Tim Tebow Foundation!

Broker is on a mission to raise \$100,000 for the Tim Tebow Foundation and to bring Faith, Hope and Love to those needing a brighter day in their darkest hour of need. We are serving children and sharing God's love by fighting for those who cannot fight for themselves. Whether it is spending a weekend encouraging a child with a life-threatening illness through a W15H, helping a family adopt an international child with special needs, crowning Kings and Queens of the prom, or by showings God's love through their four other outreaches, our goal is to let people know that God loves them and that they are worthy.

YOUR REFERRALS REALLY DO HELP THE KIDS!

Who do you know considering buying or selling a home you could refer to Broker's Real Estate Sales Team? Not only will they benefit from award-winning real estate service, but a worthy cause will also benefit as well.

To refer anyone, you know considering buying or selling a home, contact agent or pass agents contact info on to them!

Thank you in advance for your referrals!

**Sellers** Initials

YHSGR Representative Initials

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#### **EXCLUSIVE VIP SELLER AGREEMENT**

State law does not allow Broker to represent Seller as a client without first entering into a written agreement with the Seller under FL Statutes Chapter 475.278

The seller(s) agree(s) to grant the broker and its affiliated licensees the exclusive right and privilege to show and offer for sale the property described below.

7625 Legacy Trail Address:

City:	Jacksonville	County	Duval	Florida, Zip Code 32256
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#### LISTING PERIOD

LISTING PERIOD	04/18/2024	
The term of this Agreement shall begin on the date of	04/18/2024	The term of this Agreement shall
be thru the last day of the 6 <sup>th</sup> month from the starting da	ate or	;

This Agreement is limited in scope to allow Broker/Agent to solicit cash offers and other offers as may be acceptable to Seller(s). During the term of this Agreement, Seller(s) agree not to offer the property for sale with any licensed broker, or other similar listing service. Seller is under no obligation to accept any offer obtained by Broker/Agent and may cancel this Agreement with 5 day written notice to Broker/Agent.

#### LIST PRICE

315,000 The price at which the Property shall be listed is \$

In the unlikely event seller's property does not sell within the term of this agreement (no less than 180 days), Broker will, if agreed to by seller, extend the term of this agreement an additional 90 days and reduce the Sales Agent's Commission (as indicated in the commission section of this agreement) to 0% (0.00). Seller may at seller's discretion offer a sales commission to a Buyer's agent. Such commission, if any will be negotiated at the time of the extension of the term of this agreement.

The agreed upon Reality Based Selling Price Range is \$ to \$

#### PRE-LISTING TERM

Listing Broker shall market the property for \_\_\_\_\_ days prior to entering the listing into any Multiple Listing Service. Broker and Seller agree that after the pre-marketing days has expired, Broker will immediately list the home for sale in the Multiple Listing Service. Pre-Listing Marketing may include but is not limited to, publication on websites, social media platforms like Facebook, search portals, newspapers, videos, tv commercials, radio commercials, flyers, post cards, newsletters and websites.

#### **NEGOTIATION**

Seller authorizes the Broker to assist, to the extent requested by Seller, in negotiating the terms of and filling out a preprinted real estate purchase and sale agreement and/or counteroffer.

#### VIP CLIENT INVESTOR PROGRAM

Seller does OR does not wish to participate in Broker's VIP Client Real Estate Investor Program (REIP), whereby Seller will receive notices of free real estate investor trainings and notices of real estate investment opportunities by mail, email or phone at times when investment opportunities arise. Seller may opt out of The REIP at any time. Seller is never obligated to invest in real estate.

#### COMMISSION:

Seller agrees to pay Broker at closing 6% of the sales price, or \$5,000.00, whichever is greater, for sales agent's commissions. Seller also agrees to pay Broker at closing \$997.00 for Brokerage Services.

#### VIP SELLER ACCESS FEE:

Seller shall pay Broker \$\_\_\_\_\_\_ as VIP Seller Access Fee at the time of listing.

#### **CERTIFIED PRE-OWNED™ HOME:**

Seller shall pay Broker <del>\$1,995 at the t</del>ime of listing for 'Certified Pre-Owned Home™'.

**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

Any Monetary Guarantees stated in this agreement will be paid to seller as a reduction in Sales Agent Commission at the close of the sale, provided Broker is exclusive listing agent and receiving a Sales Agent Commission equal to or greater than any monetary guarantee.

Seller Acknowledges any Buyer for the seller's property may elect to have representation in which the representative (a licensed real estate agent and/or legal representative) acts solely on behalf of the Buyer's best interests.

In case of Buyer default in any purchase and sale agreement where Broker is acting as Sellers Agent, and seller is awarded any portion of the Buyers Earnest Money, Seller shall receive 100% of the earnest money and Broker shall receive 0%.

By signing this agreement, seller acknowledges that they have read all provisions and disclosures made herein; that they understand all such provisions and disclosures and have entered into this agreement voluntarily; and that they are not subject to a current listing agreement with any other broker.

William Phung	04/04/54 5:20 AM PDT KG8T-F5SJ-PFBC-I5QD	William Phung
Seller Signature		Name (PRINT)
Tung Phung	dotloop verified 04/03/24 3:50 PM EDT WGSV-TREN-YSHS-DD1M	Tung Phung
Seller Signature		Name (PRINT)
Listing Broker – Y	our Home Sold Guarant	Realty Advisors– MLS Office Code – F66702 –Firm License Number – 1062351
Philip Aitken	dotloop verified 04/04/24 1:12 PM EDT QROP-VIIL-VUFT-QEMS	04/03/2024
Broker / Affiliated	Licensee Signature	Date
Phil Aitken		

Agent Name (PRINT)

FL Real Estate Licensee Number



## **Cancellation Guarantee**

### "We are so confident that our real estate system will work for you, that we guarantee you the right to cancel your listing agreement at any time prior to receiving an offer to purchase your home, with no penalties or obligations, if you feel our service doesn't live up to our promise."

Entering into a listing agreement with a real estate agent can be a risky business. Every sales representative will promise the world when it comes to effectively marketing your home, but how many of them can back that up with solid performance?

According to a recent survey, 72% of home sellers were dissatisfied with the performance of their agent, even if that agent had sold their property. And most listing agreements lock you into long-term commitments and lengthy broker protection periods with heavy cancellation fees. *In other words, it's an agreement your agent can get out of, but you can't*.

We are offering you a way to list your home that is *totally risk-free*.

Success in real estate is selling houses in a reasonable time and for top dollar. I'm confident that we can do this for you because our team has already helped thousands of families just like yours get their home sold.

Our pledge is to provide you with the highest level of service in the real estate industry, and our commitment to this pledge is 100%.

Your right is to evaluate whether we live up to this standard, and to cancel your listing agreement with us at any point *prior to receiving an offer*, with no penalties or obligations, if we fail to deliver the service we promised.

**Sellers** Initials

YHSGR Representative Initials

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#### **EXCLUSIVE VIP BUYER AGREEMENT**

## State law prohibits Broker from representing Buyer as a client without first entering into a written agreement with Buyer under FL Statutes Chapter 475.278

Our Mission: To Assist You in Purchasing the Best Home at the Best Price with the Least Amount of Hassle!

#### Your Home Sold Guaranteed Realty (Broker) Will Provide You with the Following Services:

**Best Financing Program:** We will assist you in securing the best financing program for your specific situation with the lowest interest rate and least expensive closing costs and have a pre-qualification/approval certificate generated to give you the best competitive advantage in purchase negotiations.

**Home Hunter Service:** We'll provide you with regular updates from our Home Hunter Service of all the new properties that match your home buying criteria. This will allow you to drive by and determine which properties you want to see.

Hard to Find Properties: We will research and locate properties not readily available online and contact you when one or more match your criteria (unlisted properties, bank foreclosures, new construction, for sale by owners, etc.)

Private Showings: We'll arrange a private showing of any property you want to see.

**Offer to Purchase Strategy:** We'll discuss the best strategy with you regarding offer price, financing terms, interest rate, cost to close, possession date, inspection details, termite, pest and other environmental reports, and anything else you want to know when you are ready to purchase.

**Buyers Interests Protected:** We'll help you prepare the offer with terms, provisions, special stipulations, amendments, exhibits, and addendums weighted in your best interest.

**Purchase Negotiations:** We'll present the offer on your behalf and negotiate in your favor to help you secure the property at the best possible price and terms.

**Competent Affiliates:** We'll recommend extremely competent affiliates with respect to your total home purchase: including legal expertise, home inspection, appraisal, warranties, homeowner hazard and title insurance.

**Communication Guarantee:** Buyer will be kept posted on the progress of the purchase of their property with regular updates. Buyers phone calls will be returned by a qualified Brokerage Team Member within 24 hours. If Broker fails to return Buyers call within 24 hours, Buyer will receive \$100. \*

**BONUS #1:** Buyer will receive a one-year Home Warranty Policy (\$425 minimum value). We will negotiate the warranty on your behalf at no cost to you (some conditions apply to homes over \$1 Million).

**BONUS #2:** Buyer will receive our written Buyer Satisfaction Guarantee: if you are not satisfied with your home purchase within the next 12 months, we will sell it for free. \*

**BONUS #3:** Buyer may cancel this agreement at any time prior to making an offer on a home if we do not live up to our promises.

**VIP CLIENT INVESTOR PROGRAM:** Buyer \_\_\_\_\_\_ does OR \_\_\_\_\_\_ does not wish to participate in Broker's VIP Client Real Estate Investor Program (REIP), whereby Buyer will receive notices of free real estate investor trainings and notices of real estate investment opportunities by mail, email or phone at times when investment opportunities arise. Buyer may opt out of The REIP at any time and is never obligated to invest in real estate.

**Buyer's Agent Commission:** At the close of sale, the Seller of the property Buyer is purchasing will pay Broker a Sales Agent Commission of 3.5% of the sales price. Buyer will also pay Broker \$997.00 for Brokerage Services at the close of sale.

**Remuneration and Specific Performance:** Sales Agent Commissions and/or Brokerage Services Fees can/will be paid from any agreed upon commission agreement with Sellers Agent and/or from any Seller Paid Buyer Closing Costs and/or Stipulated Proceeds of Sale and may be referred to as Buyer Agent Fees, Buyer Agent Commissions or Additional Commissions. Performance of the services stated in this agreement are conditioned upon Your Home Sold Guaranteed Realty Advisors being remunerated (paid) as indicated above. In the event Seller does not pay the full amount of the commission, Buyer shall pay the broker the difference.

**VIP Buyer Access Fee and Notification:** Buyers shall pay Broker a VIP Buyer Access fee of \$597.00. Buyer agrees to notify Broker of any property you wish to view, inform other agents, for sale by owners and builders Our Team at Your Home Sold Guaranteed Realty is representing you as your exclusive buyer's agent.

**SOLD BY Sign:** Buyer agrees to allow Your Home Sold Guaranteed Realty 'SOLD BY' sign to be placed on property Buyer is purchasing for a period of 2 weeks after closing.

**Brokers Use of Promotional Materials:** Broker may use any testimonials and/or photos provided to Broker, reviews posted about Broker, property photos of the property Buyer is buying and/or selling in any of Broker's promotional materials for an undetermined period of time. Buyer may, at any time, with written notice to Broker, request NOT to be included in Broker's promotional materials.

Start and End Date: This agreement begins this date, \_\_\_\_\_\_, and automatically ends six months from this date, unless cancelled earlier by either party in writing.

#### BUYER UNDERSTANDS THEY ARE NEVER UNDER ANY OBLIGATION TO PURCHASE ANY PROPERTY!

Buyer Signature

Name (PRINT)

Buyer Signature

Name (PRINT)

Date

Listing Broker – Your Home Sold Guaranteed Realty – MLS Office Code – 261017742 – Firm License Number – CQ1060677

Broker / Affiliated Licensee Signature

Agent Name (PRINT)

FL Real Estate Licensee Number

FIRST APPOINTMENT TO GO LOOK AT PROPERTY (	(Date and Time)
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### HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE ADDENDUM



(Use A Separate Addendum For Each Mandatory Homeowners' Association)

THIS ADDENDUM IS MADE BY THE UNDERSIGNED BUYER AND SELLER AND IS INCORPORATED INTO AND MADE A PART OF THE PURCHASE AND SALE AGREEMENT BETWEEN BUYER AND SELLER (THE "AGREEMENT"). THIS ADDENDUM IS REFERENCED IN THE AGREEMENT AND PERTAINS TO THE FOLLOWING PROPERTY: 7625 Legacy Trail, Jacksonville, FL 32256

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE BUYER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

DISCLOSURE SUMMARY FOR Baypoint

(NAME OF COMMUNITY)

- 1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNER'S ASSOCIATION.
- 2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- 3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$250 PER quarter PAYABLE TO PAY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER
- 4. YOU MAY BE OBLIGATED TO PAY A CAPITAL CONTRIBUTION TO THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$\_\_\_\_\_\_.
- 5. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- 6. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- 7. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER (THIS PARAGRAPH IS NOT FOR COMMUNITY DEVELOPMENT DISTRICT FEES OR REGULAR ASSOCIATION FEES).
- 8. THE DEVELOPER MAY HAVE A RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
- 9. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
- 10. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

BUYERS, BY THEIR SIGNATURES BELOW, ACKNOWLEDGE RECEIPT OF THIS SUMMARY BEFORE SIGNING A PURCHASE AND SALE AGREEMENT.

		William Phung	dotloop verified 04/04/24 5:20 AM PDT I9UW-YATO-OU4X-WGD
SUYER SIGNATURE	DATE	SELLER SIGNATURE	DAIE
		Tung Phung	dotloop verified 04/03/24 3:50 PM EDT SNPB-QU6V-GKNB-X0J
BUYER SIGNATURE	DATE	SELLER SIGNATURE	DATE
BUYER SIGNATURE	DATE	SELLER SIGNATURE	DAIE
BUYER SIGNATURE	DATE	SELLER SIGNATURE	DATE