

Agent Contract Tool (ACT)

THIS AGENT CONTACT TOOL (2 PAGES) *MUST* BE SUBMITTED *WITH* THE ACCEPTED CONTRACT TO CARTUS

To Cartus Contact Name: _____ Cartus Email: REScontractspecialist@cartus.com
 Cartus file #: _____ Customer Name: _____
 Completed by - Agent Name: _____ Date: _____
 Agent Email: _____ Agent Phone Number: _____
 Contract Expiration Date (if expired, request five day extension): _____

ALERT: Inventory contracts should be sent directly to the applicable RCO. DO NOT send to the above email address.

The following is an outline of the terms and conditions of the contract. All items listed below **MUST** be included in the contract.

If the buyer is a Trust, LLC, LP, Corporation, or 1031 Exchange contact your Cartus Representative as additional documentation is required (*Buyer to pay \$800 attorney review fee in the case of a 1031 Exchange)*

Sale Price:	\$ _____
Close Date: <i>(Home to be vacated at least 24 hours prior)</i>	_____
Inclusions: <i>(example: washer/ dryer)</i>	_____
Exclusions:	_____
List Inspections to be completed by buyers:	_____
Type of Financing <i>(example: Conventional, FHA, VA)</i>	_____
Loan Amount and % of Sale Price	\$ _____ / _____ %
Earnest Money Deposit Amount/held by?	\$ _____ / if applicable 2 nd deposit: \$ _____ /by: _____
Repair Caps:	Termite \$ _____ Overall \$ _____ Other \$ _____
Other Conditions and/or Contingencies: <i>(example: Appraisal, Buyer Home Closing)</i>	_____
Remaining Fuel Oil / Propane	Will Seller get reimbursed at closing?: Yes No N/A • If no, explain: _____

Description	Seller Costs		
Buyer Closing Cost Credit	\$ _____		
Home Owner's Warranties	\$ _____		
Inspections to be Completed by Seller (seller pays) • Include any municipal inspections required to transfer title	Type	Amount	*Are these normal required seller costs?
	1.	\$ _____	Y or N
	2.	\$ _____	Y or N
	3.	\$ _____	Y or N
Buyer Incentives	\$ _____		
Agent Incentives <i>(example: agent bonus)</i>	\$ _____		
Other Considerations Agreed to by Seller (seller pays)	Type	Amount	*Are these normal required seller costs?
	1.	\$ _____	Y or N
	2.	\$ _____	Y or N

Please confirm the total commission: _____% and the commission split: List _____ / Buyer _____%.

As Agent for the Seller/Cartus, it is expected that the Agent read and review the contract terms fully with the Customer. As Agent for Cartus, it is expected that the Agent complete and submit the Agent Contract Tool (ACT) with the contract. Any Seller payments not reflected on the ACT will be the Agent/Broker financial responsibility. Contracts received without the ACT does not remove the Agent's responsibility for undisclosed Seller paid items.

Cartus Contract Checklist (pg 2 of the Agent Contract Tool)

CARTUS CANNOT SIGN A CONTRACT WITHOUT A COMPLETE CONTRACT PACKAGE

Please contact your Cartus Representative with any questions or concerns. Thank you.

Contract Negotiations MUST NOT be done via email! All negotiations must be VERBAL ONLY!

1. All applicable pages of the **Third Party Contract** are complete. Signed, initialed, and dated by the buyer/co-buyer. Please be sure the property address is complete and accurate. Seller name on the contract must be **Cartus Financial Corporation**. This includes all Addendums, exhibits, etc.
 Included Pending Receipt
 2. Was the Cartus State Contract Used? Y or N
If NO, all applicable pages of the **Cartus Standard Addendum** are signed, initialed, and dated by the buyer/co-buyer.* Only needed when Cartus Contract not used, (Independent Sale, TX, LA, CA, and No Repair Addendum replace the Standard Addendum)
 Included Pending Receipt
 Cartus Contract or No Repair Addendum was used
 3. If this contract is an 'AS IS' sale - the **Cartus No Repair Addendum** will be provided after contract submission.
As – Is Sale: Yes No
 4. **Seller's Real Estate Disclosure (SRED)** – This document lists all of the disclosures, receipts, and if applicable, any inspections completed or pending. This document must be initialed on the lines to the left of each listed item on page 1 & 2 and signed/dated by buyer(s) on page 3.
 Included Pending Receipt
 5. The **Cartus Affiliated Business Disclosures** – This document disclosures all Cartus business relationships. Buyer(s) must sign and date the last page – Only the **last** page must be returned to Cartus.
 Included Pending Receipt
 6. The **Non-Occupancy Disclosures** signed, initialed, and dated by the buyer/co-buyer. *Only applicable when states disclosure is required. Cartus stamped this as a Non-Occupant Owner. Exception to this rule is California. CA Property ID services this purpose.* The Non-Occupant Disclosure is Cartus' disclosure as seller of the property
 Included Pending Receipt N/A
 7. The Cartus **Lead Paint Addendum** is initialed and signed by the buyer(s) and the Listing Agent. The buyer(s) must initial next to #4 & #5 and check either A or B. The buyer(s) must then sign and date next to #8. The Listing Agent must initial next to #6 and sign and date next to #7. * (Only needed when house is build prior to 1978).
 Included Pending Receipt N/A
 8. The **Pre-Qualification Letter** is on letterhead including the lender's contact information, and must reference either the sales price or property address being sold. If ≥ 90% financing, the letter must also reference the loan amount or LTV.
More than \$1 million = the letter needs to have evidence that the lender evaluated & reviewed the buyers credit worthiness.
 Included Pending Receipt N/A
 9. **Proof of Funds (POF)** – If this is a CASH deal, we require POF to be on Financial Institution letterhead, include the buyer(s) name and support the full sales price. *NOTE* POF is also required if the buyer's down payment is \$100,000 or greater.
 Included Pending Receipt N/A
 10. Attached is a copy of the **Earnest Money Check** based on the purchase price.
\$300,000 or less = minimum of \$1000.00
Greater than \$300,000 - \$500,000 = minimum of \$5000.00
Greater than \$500,000 - \$750,000 = minimum \$10,000
Greater than \$750,000 = minimum 5% of sales price
 Included & meets guidelines Pending Receipt
 Included, but does NOT meet guidelines, if checked
Is this \$ Normal & Customary for this Sales Price? Y or N
 11. If the buyer's are paying with CASH that is a 'gift', a **Gift Letter** is required. Please contact your Cartus representative for Cartus Gift Letter requirements.
 Included Pending Receipt N/A
 12. Attached is a copy of the **Buyer's buyer's contract and Pre-Qualification/Pre-Approval** if the sale is contingent on the buyer's home closing. To help ensure timely closing, Cartus encourages a minimum of 3 days between the buyers home closing and the Cartus closing. NOTE: Offers should not be contingent upon the buyer's home selling. Their contingent home must already be under contract.
 Included Pending Receipt N/A
- Important Reminders:**
- Cartus accepts Digital Signatures from Adobe Sign, AppFiles, DocuSign, Dotloop, Authentisign, SkySlope (provider DigiSign), ZipLogix DigitalInk (provider Signix), eSignOnline, and cTME ONLY.
 - There can be no changes or strikeouts on the Cartus Standard Addendum or SRED.
 - There can be no personal property listed in the contract (ex: furniture, pool table, lawn mower, etc.)
 - Closing and possession must occur on the same day.