



## REO LISTING GUIDE - Auction and Traditional Online Sales Methods

*Thank you for partnering with Altisource®. The Altisource Listing Guide addresses frequently asked questions about the process to list and sell Altisource managed properties, and should be used as an initial resource for information. Please review this guide in its entirety and contact the property's Asset Manager with any questions. You are responsible for ensuring that your listings comply with state regulations and local MLS rules.*

### **Listing Agent Duties**

As the listing agent for the property, you will need to:

- Sign and return the Listing Agreement and copy of the MLS listing to the Asset Manager **within one (1) business day** of receiving the seller executed listing agreement
- Please ensure your MLS listing is in syndication with realtor.com or other third party sites by selecting the option in your MLS to share this listing over IDX or other internet feed
- Visit Hubzu.com, find your listing using the search functions and confirm that the property description, photos and details are correct and match your MLS listing. Corrections, improved photos, and listing description enhancements should be emailed to the Asset Manager
- Respond to calls and emails from potential buyers and buyer's agents **within one (1) business day**
- Direct all buyers and buyer's agents to submit bids or offers via Hubzu.com
- Install your company's "for sale" sign in the front yard and in one of the front windows **within one (1) business day** of listing the property in the MLS (**unless your local MLS requires the yard sign prior to listing in the MLS**)

### **Listing Quality Standards**

Listing a property in the MLS is a crucial step in the sales process. A well-written listing description along with appealing photos, can dramatically increase sales and closings. The MLS (which feeds directly to Realtor.com and other similar websites) is an important tool to attract buyers and agents. All photos, property details (address, etc.), descriptions, disclosures and private remarks should be reviewed for accuracy.



### **Photos**

All vacant properties should have a minimum of six (6) photos, all of which should promote the property's strength. All photos should be recent that depict the property at the time of listing. Photos should include a view of the front of the home and various rooms, including the kitchen, living areas, bedrooms, and bathrooms. The angle of view should be appealing and staged (cabinets closed, no "toilet only" shots, no trash, etc.).

### **Custom Marketing Description**

For vacant properties, the marketing description should be robust and used to describe the property (The marketing description area should not be utilized for disclosure information and private remarks; there is a separate section in the MLS for this information). Amenities and positive features that may be appealing and generate interest to a buyer (lake front, golf course lot, swimming pool, large master bedroom, country living, etc.) should be included.

### **The following is an example of an unacceptable property description:**

"The property at 3 Judith Ct, Rocky Point, NY is a Residential Single Family property with 3 bedroom(s) and 2 bathroom(s), built in 1966 and is 1563 square feet"

### **REO Language**

- Please exclude any reference to web technology fees and buyer premium percentages as they are reflected in the Hubzu Property Details page
- Terms like "bank-owned", "sold as-is", "foreclosure", "mold", "enter at your own risk" references to earnest money requirements and financing eligibility should not be included in this section unless similar terminology is required per local law when marketing REO

### **References to square footage, acreage**

- Please qualify all references to square footage or acreage with "approximately" or "+/-"

### **Prohibited Words**

- Avoid words like "kids" and "family"
- Refrain from using unacceptable and cautioned words or phrases described in the Fair Housing Advertising guidelines available here:  
<http://www.mvfairhousing.com/pdfs/ad-word-list.pdf>



### **Attribute Standards**

Attributes should default to the tax records and must match in both Hubzu and the MLS.

#### **List Price**

The list price must match in Hubzu and the MLS after each listing update.

#### **Address**

All parts of address (unit/apt #'s, city, street names, etc.) should match so that potential buyers can easily find the property on realtor.com and Hubzu.com.

#### **Bedroom/Bathroom**

Bedroom and bathroom counts (full/half) must match.

#### **Building Square Footage**

The same building square footage must appear on the MLS and Hubzu.com.

#### **Lot Size**

The same lot size measurement must appear on Realtor.com and Hubzu.com. If MLS is in acreage, the acreage conversion should still match the square feet in Hubzu.

#### **Property Attributes/Features**

Please add/select appropriate property attributes in the features section found in Hubzu and the MLS (basement, fireplace, pool, etc.)

### **Change in Sales Method**

The Altisource Asset Manager may elect to convert your listing from auction to traditional online sale (non-auction) at any time. The opposite may also be true. If this occurs, ensure to edit your MLS remarks, both public and agent to agent, to reflect the current sale method.

### **Cash and Conventional offers only**

Many MLS systems permit or require agents to specify the methods of payment acceptable to the Seller. Due to the Seller's policy of conveying properties in "as-is" condition, and the repairs typically required of sellers to facilitate FHA and VA loans, only cash or conventional offers will be considered in most cases.



## **Offers and Negotiation**

### **Bid and Offer entry**

All bids and offers must be submitted to the Seller through Hubzu.com, where this property will be sold via auction or traditional online sale. Listing Agents should direct all buyers and buyer's agents to enter their auction bids or offers to purchase through the website.

## **Hubzu Support**

### **Troubleshooting**

Buyers and buyer's agents experiencing difficulty entering a bid should be directed to Altisource Hubzu Customer Care at 1-855-882-1314.

### **Property and Offer status**

The most current property status and all current bids or offers for each property are displayed in "real time" on Hubzu.com. Buyers and buyer's agents should be directed to the site for this information.

### **Buyer Support**

Hubzu How It Works Guide: <https://www.hubzu.com/portal/how-it-works>. FAQ's are found here: <https://www.hubzu.com/about/faq>.

## **Sales Process Information**

### **Contacts and Communication**

Please contact the property's Asset Manager with any questions. Your Asset Manager is the individual from Altisource who referred this listing to you.

### **Pre-Marketing and Marketing**

Your primary contact for all topics regarding the marketing and sale of your listing is the Altisource Asset Manager who assigned this listing to you. The Asset Manager is responsible for the valuation and pricing of the property and the associated marketing strategy.



### **Document Processing**

A complete set of the required contract documents will be delivered electronically via DocuSign to the buyer or their agent within two (2) business days of bid or offer approval on Hubzu.com. Altisource will then assign a Document Processor to collect all contract documents and forward them to the Asset Manager for execution. When the signature process is complete, the Document Processor will distribute a fully executed copy of the contract documents to all parties.

### **Closing Coordination**

A Closing Coordinator will be assigned to the transaction upon completion of the documentation process. It is the Closing Coordinator's job to facilitate communication between the buyer, buyer's agent, Asset Manager and Closing Agent (closing attorney, escrow agent, title company, etc.) and assist all parties through the rest of the transaction. All communication and inquiries regarding the closing of the transaction should be directed to the assigned Closing Coordinator.

### **Helpful Hint**

Include the property identification number and complete address in the subject line of all emails you send to Altisource. Whenever possible, encourage all other transaction participants to do the same. This will help Altisource reference the specific transaction and respond to the inquiry on priority.

## **Property Access, Preservation and Repair**

### **Property Access**

Altisource installs digital deadbolt locks or mechanical push button door knob locks in lieu of re-keying properties or installing traditional combination lockboxes. Access codes for these devices are available by emailing the property's Asset Manager after acceptance of the listing assignment. Please note that Altisource does not remove the access device upon closing; it is the buyer's responsibility to do so. In the event that you or another agent attempting to show the property encounters an access issue, contact the Altisource Access Team toll free at 1-866-952-6514.

### **Property Repair**

Altisource managed properties are sold in "as-is" condition. Repair requests by buyers and buyer's agents are strongly discouraged.

### **Emergencies**

Issues that negatively impact the condition of the property or health and safety of those visiting the property should be reported to Altisource immediately by emailing a description of the issue to [PPEscalations@Altisource.com](mailto:PPEscalations@Altisource.com) and the Asset Manager.

**LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL**

This Listing Agreement (this “Agreement”), dated February 10, 2020 | 12:46 PM PST is made by and between New Penn Financial, LLC d/b/a Shellpoint Mortgage Services, in its capacity as servicer on behalf of the owner of the property described below (in such capacity, the “Seller”), and REALHome Services and Solutions, Inc. and its affiliated licensees (collectively, “Broker”).

1. **RECITALS.**

- 1.1. Seller is authorized to market and sell the real property described in this Agreement.
- 1.2. Seller wishes to engage Broker, a licensed real estate broker, as the listing broker with respect to the property described in this Agreement.

Therefore, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Broker hereby agree as follows:

2. **APPOINTMENT AS LISTING BROKER.**

2.1. **Seller's Appointment.** Seller hereby appoints Broker as its listing broker and gives Broker the sole and exclusive right to procure a purchaser for the property described below (the “Property”):

- (a) Seller Loan No.: 0706512886
- (b) Property: 525 CR 230 CANAL DR  
Sargent, TX 77414
- (c) Tax Identification No.: 45010
- (d) Listing Price: \$ 248700 (the “Listing Price”)
- (e) Last Known Occupancy Status: Vacant

2.2. **Terms of Appointment.** Broker's appointment as Seller's listing broker will commence on February 10, 2020 | 12:46 PM PST and will expire at midnight on 11/09/2022 (the “Listing Term”), unless otherwise extended in writing. Broker and Seller hereby acknowledge and agree that, to the extent applicable, this Agreement supersedes any prior Listing Agreement – Exclusive Right to Sell for the Property by and between Broker and either of the following Seller affiliates, New Residential Mortgage LLC or New Residential Sales Corp. (the “Prior Listing Agreement”) and that such Prior Listing Agreement (if any) is hereby terminated. If such Prior Listing Agreement existed, Seller represents and warrants that Seller is permitted to act on behalf of New Residential Mortgage LLC or New Residential Sales Corp., as the case may be, to effectuate such termination.

2.3. **Broker's Acceptance.** Broker hereby accepts Seller's appointment as Seller's listing broker with regards to the Property. Broker agrees to affect a sale of the Property as quickly as possible at the Listing Price and to facilitate the consummation thereof.

2.4. **Exclusive Agency.** Broker will act exclusively on behalf of the Seller as its designated agent, and will in no cases act as a dual agent unless disclosed in writing to Seller. However, Broker may act as a transactional broker or facilitator for the purpose of drafting contract documents for an unrepresented buyer.

2.5. **Brokerage Relationship.** Broker will deal honestly and fairly with Seller, will account for any funds received, and will use the necessary skills, care, and diligence in the transaction that is required of a licensed real estate broker.

3. **DUTIES OF LISTING BROKER.**

- 3.1. **General Duties.** Broker agrees to perform all necessary and commercially reasonable activities which are customary in the community where the Property is located in order to procure a buyer of the Property at the Listing Price pursuant to the terms and conditions of this Agreement. Broker agrees to make diligent and continued efforts to sell the Property until a sales contract is pending on the Property.
- 3.2. **Initial Listing Phase.** The “Initial Listing Phase” shall refer to the time period commencing with the execution of this Agreement and continuing through the entering of this listing into one or more Multiple Listing Services (“MLS”).
- 3.2.1. **Initial Marketing Activities.** During the Initial Listing Phase, Seller authorizes and directs Broker to perform reasonable and customary marketing activities to prepare the Property for listing in an MLS, including, but not limited to:
- (a) Hosting one or more “open house” viewings of the Property upon Seller's reasonable request and when deemed prudent by Broker;
  - (b) Installing appropriate signage on the Property;
  - (c) Inputting and advertising the Property on the Broker's website(s);
  - (d) Communicating with prospective buyers and cooperating brokers to provide information about the Property and sales process;
  - (e) Installing MLS-approved lockbox if required by local MLS or REALTOR® board; and
  - (f) Any other activity that Broker believes will facilitate the procurement of a buyer of the Property.
- 3.2.2. **Discretion to Enter Listing into one or more MLS.** Seller authorizes and directs Broker to enter the listing of the Property into one or more MLS. However, Seller also authorizes and directs Broker to refrain from entering this listing into any MLS while Broker is performing the activities described in **Section 3.2.1.** above for a period of up to fifteen (15) days following the execution of this Agreement or until such time that Seller directs Broker in writing to enter the listing in one or more MLS.
- 3.3. **Primary Listing Phase.** The Primary Listing Phase shall refer to the time period commencing with the entering of this listing into one or more MLS and continuing through Seller's execution of a contract for the sale of the Property.
- 3.3.1. **Primary Marketing Activities.** During the Primary Listing Phase, Seller authorizes and directs Broker to perform reasonable and customary marketing and sales activities, including, but not limited to:
- (a) Any of the activities listed in **Section 3.2.1;**
  - (b) Inputting this listing in additional MLS at Broker's discretion; and
  - (c) Advertising the Property as Broker deems advisable, including advertising the Property on Broker's website(s), on Hubzu.com and/or other websites.
- 3.3.2. **Reporting Requirements.** Upon written request, Broker shall provide online or other electronic access to a Property Status Report to Seller or Seller's Asset Manager as defined in **Section 4.2.1.** This report shall include information regarding:
- (a) All advertising activities conducted by Broker, including classified and display advertising;
  - (b) Other sales promotions and results, as well as showings to prospective buyers and their comments;

- (c) Recent sales of comparable properties or changes in the local real estate market or surrounding area that would alter the value of the Property; and
- (d) Broker's recommendations on marketing and pricing strategy.

3.4. **Secondary Listing Phase.** The Secondary Listing Phase shall refer to the time period commencing with Seller's execution of a purchase and sale agreement for the sale of the Property and continuing through closing under such agreement.

3.4.1. **Secondary Listing Phase Activities.** During the Secondary Listing Phase, Seller authorizes and directs Broker to perform reasonable and customary closing and transaction coordination activities, including, but not limited to:

- (a) Communicating with principals and cooperating brokers to provide information about the closing process;
- (b) Conveying and communicating information necessary to facilitate the closing; and
- (c) Executing all documents required of the Broker to facilitate the closing.

#### 4. **SELLER'S OBLIGATIONS.**

4.1. **Cooperation.** Seller agrees to cooperate with Broker in carrying out the purpose of this Agreement, including but not limited to providing Broker with all information needed regarding Seller and the Property for MLS or similar input or setup and referring to Broker all inquiries regarding the Property or its potential transfer, whether by purchase or any other means of transfer.

#### 4.2. **Asset Management.**

4.2.1. **Seller's Asset Manager.** Seller acknowledges, confirms and agrees that the actions or activities listed in below in this Section 4.2 are the sole responsibility of Seller and not of Broker. Seller has appointed the asset manager shown on the signature page to this Agreement to be its sole and exclusive asset manager ("Asset Manager") for the Property. Seller has authorized Asset Manager to act on Seller's behalf for all actions required of Seller under this Agreement, including, but not limited to the actions specified in **Sections 4.2.2, 4.2.3 and 4.2.4** below. Broker is entitled to rely on all directions, instructions and actions of Asset Manager in any way related to the Property or this Agreement. To the extent the Asset Manager is not an affiliate of Broker and was not selected by Broker or one of its affiliates, Seller agrees to indemnify and hold Broker harmless from and against any loss, damage, claim, action, fine, assessment, penalty, proceeding, cause of action, fee or expense of any nature (including but not limited to attorneys' fees and court costs) arising out of, caused by or in any way related, directly or indirectly, to the involvement or acts or omissions of Asset Manager. The foregoing indemnity obligations shall not apply to the extent that RHSS's acts or omissions (other than those acts or omissions taken by RHSS at Seller or Seller's representatives' direction), or information provided by RHSS (other than information received by RHSS from Seller or Seller's representatives), resulted in the Asset Manager's conduct. This indemnity shall survive closing or termination of this Agreement.

4.2.2. **Valuation Activities.** Seller shall obtain all information and make all decisions regarding the valuation of the Property, including but not limited to performing the following:

- (a) Ordering CMA's, BPO's, appraisals, and reviews as necessary to determine the value and selling price of the Property; and
- (b) Regularly reviewing the Property's value, and making adjustments to the Listing Price as Seller may deem necessary or appropriate under the circumstances.



4.2.3. **Property Inspection and Preservation Activities.** Seller shall provide for the care, custody and management of the Property, including but not limited to performing inspection services, required repairs, securing services, boarding services, winterizing services, yard maintenance services, debris removal services, pest control services, carpet cleaning or replacing, carpet removal, pool maintenance, minor repairs, roof repair, fence repair, gate repair, painting, safety equipment installation, tenant relocation assistance, emergency repairs, general plumbing, HOA invoicing and utility service coordination. Seller is also responsible for the installation of a combination lockbox, digital deadbolt lock or other access device for preservation agent and real estate agent access, except for those lockboxes described in **Section 3.2.1(e)** whenever mandated by the local MLS or REALTOR® board. Nothing in this **Section 4.2.3** shall be deemed to provide or impute knowledge of any material fact to Broker.

4.2.4. **Transaction and Closing Coordination.** Seller shall perform or provide for all services necessary for the closing of the Property, including but not limited to the following:

- (a) Title services, including provision of the preliminary title commitment and title defect clearance;
- (b) Document services, including preparation and/or reviewing of the Seller's closing package, such as the deed, HUD-1 and other closing documents; and
- (c) Escrow services, including full coordination and cooperation with the escrow agent for the management of the closing of escrow.

5. **PROCESSING OF OFFERS AND COUNTEROFFERS.**

5.1. **Submission of Offers and Counteroffers.** Broker shall instruct buyer or buyer's representative to submit all offers to purchase or counteroffers directly to the Seller electronically through the Hubzu.com website in the event the property is marketed on Hubzu.com. Seller may accept, counter or reject offers to purchase the Property at its sole discretion and shall notify the buyer of such decision directly through the website or via email. ***Broker is not authorized to receive or transmit any offers or counteroffers on behalf of the Seller.***

5.2. **Submission of Documents.** Broker shall instruct buyer or buyer's representative to submit all documents other than offers to purchase or counteroffers directly to the Seller electronically via email to [REcontracts@altisource.com](mailto:REcontracts@altisource.com) or via fax at 407-737-5409.

5.3. **Backup Offers.** Seller encourages Broker to procure backup offers, and Seller will accept backup offers subject to Seller's right to negotiate previously submitted offers.

6. **COMPENSATION.**

6.1. **Commissions; Cooperation with and Compensation to Other Brokers.** Seller agrees to pay the Broker a commission equal to the Total Commission Amount, as defined in **Section 6.2.2**, at the closing of the sale of the Property if a buyer is procured for the Property in accordance with the terms set forth in this Agreement or at any other price and terms accepted by Seller, either directly or indirectly, in writing during the term of this Agreement. Seller understands that it is Broker's policy to cooperate with other brokers except when not in Seller's best interest and to offer compensation to such brokers who assist in procuring a buyer for a Property (each, a "Cooperating Selling Broker" or "Buyer's Agent"). Seller and Broker acknowledge that New Residential Sales Corp. (the "Referring Broker") (if any) has referred Seller to Broker pursuant to a Cooperative Brokerage Agreement between Broker and Referring Broker. As such, Broker shall direct the closing agent to pay to the Cooperating Selling Broker (if any) and Referring Broker the following amounts from the Total Commission Amount:

<b>Participating Party</b>	<b>Portion of Total Commission Amount</b>
Broker	Either 0.5% of the Purchase Price or \$1,250 minus 1.0% of the Purchase Price, whichever is greater
Buyer's Agent, if any	Either 3.0% of the Purchase Price or \$1,250, whichever is greater
Referring Broker	2.50% of Purchase Price

For clarity, if there is no Buyer's Agent, Broker shall direct the closing agent to pay to Broker an amount equal to the Total Commission Amount less the amount payable to Referral Broker as set forth in the table above.

## 6.2. **Definitions.**

- 6.2.1. **Purchase Price.** "Purchase Price" is the total purchase price of the Property not including any applicable buyer's premium and /or technology fee or any Seller concessions.
- 6.2.2. **Total Commission Amount.** The "Total Commission Amount" is the sum of the amounts set forth in the table above.

**Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the seller and broker.**

- 6.3. **Survival of Obligations.** Seller's obligation to pay Broker the Total Commission Amount shall survive termination of this Agreement if the Property is under contract at the time of termination, only if the contract that was pending at the time of termination results in a consummated sale.

## 7. **TERMINATION.**

- 7.1 **By Mutual Agreement.** This Agreement may be terminated upon mutual agreement between Broker and Seller or any of Seller's affiliates that are duly authorized to act on Seller's behalf.
- 7.2 **Automatic Termination for Bulk Sales.** If after the execution of this Agreement Seller decides to sell the Property as part of a bulk sale of multiple properties other than through Time Limit Bidding set forth in *Section 8.1*, upon receipt of notice thereof to Broker, this Agreement shall automatically terminate and be of no further force or effect, and in such event, no commission will be due or paid to the broker for the Property unless otherwise agreed by the Parties.

## 8. **SELLER AUTHORIZATIONS.**

- 8.1. **Time Limit Bidding.** As permitted by applicable state law and except as otherwise directed by Seller in writing, Seller authorizes Broker to market the Property via online in a time limit bidding format pursuant to Seller's written or electronic instructions to Broker.
- 8.1.1. Seller acknowledges that the buyer will be required to pay a buyer's premium and technology fee for sales conducted in a time limit bidding format.

- 8.1.2. Regardless of whether the Broker procures a buyer during a time limit bidding auction cycle, during the Term, the Broker shall continue to perform its duties pursuant to **Section 3**, both during and after any time limit bidding marketing periods.
- 8.1.3. The first time limit bidding period shall begin on February 10, 2020 | 12:46 PM PST and end on 02/17/2020, 03:00:00 PM, Seller requires that the minimum starting bid shall be \$ 182000. Broker is authorized to execute subsequent time limited bidding auction cycles of the Property as appropriate.
- 8.2. **Unlicensed Assistants**. Seller authorizes and grants permission for Broker to employ, contract and utilize unlicensed assistants to perform the following tasks under supervision of Broker:
- (a) Making, conducting or preparing a comparative market analysis subject to the approval of and for use by the Broker.
  - (b) Providing factual information to others from writings prepared by the Broker or other generally available information.
  - (c) Preparing and designing advertising relating to the transaction for which the Broker was employed, if the advertising is reviewed and approved by the Broker or any associate broker prior to its publication.
  - (d) Preparing and completing documents and instruments under the supervision and direction of the Broker if the final documents or instruments will be or have been reviewed or approved by the Broker prior to the documents or instruments being presented, given or delivered to a principal or party to the transaction.
  - (e) Communicating with a principal, party or service provider in connection with a transaction about when reports or other information needed concerning any aspect of the transaction will be delivered, or when certain services will be performed or completed, or if the services have been completed.
  - (f) Mailing, e-mailing, faxing, delivering, picking up, or arranging the mailing, e-mailing, faxing, delivery, or picking up of documents or instruments related to the transaction, including obtaining signatures to the documents or instruments from principals, parties or service providers in connection with the transaction. Such activity shall not include a discussion of the content, relevance, importance or significance of the document, or instrument or any portion thereof, with a principal or party to the transaction.
  - (g) Reviewing, as instructed by the Broker, transaction documentation for completeness or compliance, providing the final determination as to completeness or compliance is made by the Broker or associate broker. Reviewing transaction documentation for the purpose of making recommendations to the Broker on a course of action with respect to the transaction.
  - (h) Any other tasks not requiring a license which may be assigned from time to time by Broker and under the reasonable supervision or control of Broker.
- 8.3. **Disclosure of Offer Detail Information**. To the extent permitted by law and applicable MLS rules, Seller authorizes and instructs Broker to disclose information related to current, active, expired, withdrawn and counter offers to potential buyers and/or buyer's brokers or agents through an online portal or online marketing service utilized by Broker. Seller reserves the right to disclose any or all of the aforementioned information using electronic means, including, but not limited to, websites maintained and operated by or on behalf of Seller or Seller's Asset Manager.

- 8.4. **Use of MLS-Approved Lockboxes.** Seller authorizes and grants permission for Broker to refrain from using MLS-approved lockboxes except where usage of MLS-approved lockboxes is mandated by the local MLS or REALTOR® board.
9. **FAIR HOUSING.** Seller and Broker agree that this Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law.
10. **SELLER REPRESENTATIONS; GENERAL INDEMNITY.** Seller certifies, represents and warrants that it is legally entitled to convey the Property and any improvements to the Property. To the fullest extent permitted by law, Seller agrees to indemnify and hold Broker harmless from and against any loss, damage, claim, action, fine, assessment, penalty, proceeding, cause of action, fee or expense of any nature (including but not limited to attorneys' fees and court costs) (collectively, the "Claims") arising out of or relating to title, condition, habitability, marketability or value of the Property or any other material fact relating to the Property, including but not limited to systems, structures, environmental contamination or hazards (such as lead paint, mold, radon or other biological or non-biological contaminants), flood zones or hazards or soils or geology, whether now existing or later arising or becoming evident, except to the extent the Claims relating to such title, condition, habitability, marketability, value or other material fact related to the Property were caused by Broker's acts or omissions or the acts or omissions of an Affiliate of Broker. This Section 10 shall survive closing or termination of this Agreement.
11. **GENERAL CONTRACT PROVISIONS.**
- 11.1. **Entire Agreement, Modifications.** This Agreement may not be amended or modified in any manner except by a written agreement signed by each of the parties hereto.
- 11.2. **Notices.**
- 11.2.1. **Communications Regarding Real Estate Transaction.** Seller acknowledges that many communications and notices in real estate transactions are of a time sensitive nature and that the failure to be available to receive such notices and communications can have adverse, legal, business and financial consequences. Seller agrees to remain reasonably available to received communications from Broker, through its Asset Manager or otherwise.
- 11.2.2. **Notices Regarding this Agreement.**
- 11.2.2.1. **Methods of Delivery, Deemed Receipt.** Communications and notices between Broker and Seller regarding the terms of this Agreement shall be in writing, signed by the Party giving the notice, and shall be deemed given: (a) upon receipt if delivered personally or if mailed by certified mail, return receipt requested and postage prepaid; or (b) at noon on the business day after dispatch if sent by a nationally recognized overnight courier via overnight delivery. However, notices to Broker must also be delivered pursuant to ***Section 11.2.2.2*** before the notice will be deemed delivered to Broker and notices to Sellers must also be delivered pursuant to ***Section 11.2.2.3*** before the notice will be deemed delivered to Seller.
- 11.2.2.2. **Additional Requirement for Notice to Broker.** Notice to Broker shall not be deemed delivered to Broker until Broker receives both: (a) notice pursuant to the methods described in ***Section 11.2.2.1***; and (b) a copy of the notice via e-mail to [contractmanagement@altisource.com](mailto:contractmanagement@altisource.com) and to the Broker's e-mail address as shown on the signature page of this Agreement.
- 11.2.2.3. **Additional Requirement for Notice to Seller.** Notice to Seller shall not be deemed delivered to Seller until Seller receives both: (a) notice pursuant to the methods

described in **Section 11.2.2.1**; and (b) a copy of the notice via e-mail to Group\_NRM\_OPS@fortress.com

11.2.2.4. Notice Addresses. All notices shall be delivered to the address and e-mail addresses as shown below (or at such other address a party may specify by like notice).

If to Seller:

New Penn Financial, LLC  
d/b/a Shellpoint Mortgage Servicing  
75 Beattie Place Ste 300  
Greenville, SC 29601  
Attn: Michael Keaton

Copy to:

New Penn Financial, LLC  
d/b/a Shellpoint Mortgage Servicing  
75 Beattie Place Ste 300  
Greenville, SC 29601  
Attn: Spencer Mosness

If to Broker:

REALHome Services and Solutions, Inc.  
24624 I-45 North, Suite 200  
Spring, TX 77386

Attention: Dana Rowell

- 11.3. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement.
- 11.4. **Enumeration and Headings**. The enumeration and headings contained in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
- 11.5. **Severability**. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the Parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.
- 11.6. **Construction**. Unless the context of this Agreement otherwise clearly requires: (i) references in this Agreement to the plural include the singular, the singular the plural, the masculine the feminine, the feminine the masculine and the part the whole; and (ii) the word "or" shall not be construed as exclusive and the word "including," "includes," and "included" shall not be construed as limiting. All references to buyer shall also include any agent, broker or other representative of buyer.
- 11.7. **Successors and Assigns**. This Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto; provided, however, that Broker may not subcontract or assign this Agreement. Any purported assignment in violation of this Section is void. Seller may assign this Agreement to any of its affiliates without Broker's consent.
- 11.8. **Governing Law**. This Agreement and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions.

11.9. **Waiver of Jury Trail.** THE PARTIES HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT WHICH EITHER OR BOTH OF THEM MAY HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES WHICH MAY ARISE OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

{Remainder of page intentionally left blank }

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed as of the last date written below:

**NEW PENN FINANCIAL, LLC d/b/a SHELLPOINT MORTGAGE SERVICES**

**BROKER:**

REALHome Services & Solutions, Inc.

By:  DocuSigned by:  
245C5EABF1B8436...

By:  DocuSigned by:  
5A280C18067D451...

Name: Devadas Balachandran

Name: Dana Rowell

Title: Residential Sales Consultant

Title: Designated Agent

Date: February 10, 2020 | 11:19 AM PST

Date: February 10, 2020 | 12:46 PM PST

Agent License #: 0498069

Corp License # for REALHome Services & Solutions, Inc.:  
602760

Telephone Number: (770) 933-6678

E-mail Address: offer.rowell@rhss.com

**\* \*\*THIS CONTRACT IS NOT VALID UNLESS SIGNED BY ALL PARTIES\*\***

**SELLER'S ASSET MANAGER:**

Altisource®  
1000 Abernathy Parkway  
Building 400 Northpark, Suite 200  
Atlanta, Georgia 30328  
Attn: Asset Management

**\*\*Please email back the signed copy with MLS print out to the Asset Manager\*\***

## SUPPLEMENTAL LISTING ATTACHMENT

### MLS and HUBZU REMARKS

Please add to this document the exact property description and property condition disclosures (if any) you want the assigned asset management representative to enter into the applicable marketing platforms.

**Access Code:**

C2743

#### MLS Public Remarks and Hubzu.com Description

Don't miss your opportunity for this weekend retreat or full time living in this three bedroom, two bath water front home in Sargent. Interior features high ceilings, an island kitchen, lots of windows for spectacular views, laminate flooring and more. Outdoor living for fun and entertaining. This is one you will want to see!

#### MLS Broker Only "Private Remarks"

REO/Auction-Visit [www.Hubzu.com](http://www.Hubzu.com) for start/end dates/times. No appointment required. Access Code: C2743. All offers must be submitted at [www.hubzu.com](http://www.hubzu.com). Buyer is responsible for utility activation for inspections and verifying all information contained in this listing. Property sold in "as-is" condition without repairs or warranty. Transaction tips available in attachments.





## SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT 525 CR 230 CANAL DR., Sargent, TX 77414

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller  is  is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?  \_\_\_\_\_ (approximate date) or  never occupied the Property

**Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)**

*This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.*

Item	Y	N	U	Item	Y	N	U	Item	Y	N	U
Cable TV Wiring				Liquid Propane Gas:				Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder			
Carbon Monoxide Det.				-LP Community (Captive)				Rain Gutters			
Ceiling Fans				-LP on Property				Range/Stove			
Cooktop				Hot Tub				Roof/Attic Vents			
Dishwasher				Intercom System				Sauna			
Disposal				Microwave				Smoke Detector			
Emergency Escape Ladder(s)				Outdoor Grill				Smoke Detector – Hearing Impaired			
Exhaust Fans				Patio/Decking				Spa			
Fences				Plumbing System				Trash Compactor			
Fire Detection Equip.				Pool				TV Antenna			
French Drain				Pool Equipment				Washer/Dryer Hookup			
Gas Fixtures				Pool Maint. Accessories				Window Screens			
Natural Gas Lines				Pool Heater				Public Sewer System			

Item	Y	N	U	Additional Information
Central A/C				<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Evaporative Coolers				number of units: _____
Wall/Window AC Units				number of units: _____
Attic Fan(s)				if yes, describe: _____
Central Heat				<input type="checkbox"/> electric <input type="checkbox"/> gas number of units: _____
Other Heat				if yes describe: _____
Oven				number of ovens: _____ <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____
Fireplace & Chimney				<input type="checkbox"/> wood <input type="checkbox"/> gas logs <input type="checkbox"/> mock <input type="checkbox"/> other: _____
Carport				<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage				<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers				number of units: _____ number of remotes: _____
Satellite Dish & Controls				<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Security System				<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Solar Panels				<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Water Heater				<input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> other: _____ number of units: _____
Water Softener				<input type="checkbox"/> owned <input type="checkbox"/> leased from _____
Other Leased Item(s)				if yes, describe: _____

Underground Lawn Sprinkler				<input type="checkbox"/> automatic <input type="checkbox"/> manual   areas covered: _____
Septic / On-Site Sewer Facility				if yes, attach Information About On-Site Sewer Facility (TXR-1407)

Water supply provided by:  city    well    MUD    co-op    unknown    other: \_\_\_\_\_

Was the Property built before 1978?  yes    no    unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: \_\_\_\_\_ Age: \_\_\_\_\_ (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)?  yes    no    unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair?  yes    no   If yes, describe (attach additional sheets if necessary): \_\_\_\_\_

**Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Item	Y	N	Item	Y	N	Item	Y	N
Basement			Floors			Sidewalks		
Ceilings			Foundation / Slab(s)			Walls / Fences		
Doors			Interior Walls			Windows		
Driveways			Lighting Fixtures			Other Structural Components		
Electrical Systems			Plumbing Systems					
Exterior Walls			Roof					

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

**Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Condition	Y	N	Condition	Y	N
Aluminum Wiring			Radon Gas		
Asbestos Components			Settling		
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/> _____			Soil Movement		
Endangered Species/Habitat on Property			Subsurface Structure or Pits		
Fault Lines			Underground Storage Tanks		
Hazardous or Toxic Waste			Unplatted Easements		
Improper Drainage			Unrecorded Easements		
Intermittent or Weather Springs			Urea-formaldehyde Insulation		
Landfill			Water Damage Not Due to a Flood Event		
Lead-Based Paint or Lead-Based Pt. Hazards			Wetlands on Property		
Encroachments onto the Property			Wood Rot		
Improvements encroaching on others' property			Active infestation of termites or other wood destroying insects (WDI)		
Located in Historic District			Previous treatment for termites or WDI		
Historic Property Designation			Previous termite or WDI damage repaired		
Previous Foundation Repairs			Previous Fires		
Previous Roof Repairs			Termite or WDI damage needing repair		
Previous Other Structural Repairs			Single Blockable Main Drain in Pool/Hot Tub/Spa*		
Previous Use of Premises for Manufacture of Methamphetamine					

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*A single blockable main drain may cause a suction entrapment hazard for an individual.

**Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice?**  yes  no If yes, explain (attach additional sheets if necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 5. Are you (Seller) aware of any of the following conditions?\*** (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- Present flood insurance coverage (if yes, attach TXR 1414).
- Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- Previous flooding due to a natural flood event (if yes, attach TXR 1414).
- Previous water penetration into a structure on the Property due to a natural flood event (if yes, attach TXR 1414).
- Located  wholly  partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR) (if yes, attach TXR 1414).
- Located  wholly  partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- Located  wholly  partly in a floodway (if yes, attach TXR 1414).
- Located  wholly  partly in a flood pool.
- Located  wholly  partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*\*For purposes of this notice:*

*"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.*

*"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.*

*"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.*

*"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).*

*"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.*

*"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.*

**Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?\***  yes  no If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

\*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

**Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property?**  yes  no If yes, explain (attach additional sheets as necessary): \_\_\_\_\_

**Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)**

Y N

- Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.
- Homeowners' associations or maintenance fees or assessments. If yes, complete the following:  
 Name of association: \_\_\_\_\_  
 Manager's name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Fees or assessments are: \$ \_\_\_\_\_ per \_\_\_\_\_ and are:  mandatory  voluntary  
 Any unpaid fees or assessment for the Property?  yes (\$ \_\_\_\_\_)  no  
 If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:  
 Any optional user fees for common facilities charged?  yes  no If yes, describe: \_\_\_\_\_
- Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- Any condition on the Property which materially affects the health or safety of an individual.
- Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.  
 If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): \_\_\_\_\_

Section 9. Seller  has  has not attached a survey of the Property.

Section 10. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections?  yes  no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 11. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead  Senior Citizen  Disabled
- Wildlife Management  Agricultural  Disabled Veteran
- Other: \_\_\_\_\_  Unknown

Section 12. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider?  yes  no

Section 13. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made?  yes  no If yes, explain: \_\_\_\_\_

Section 14. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?\*  unknown  no  yes. If no or unknown, explain. (Attach additional sheets if necessary): \_\_\_\_\_

*\*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

*A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.*

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

DocuSigned by: Devadas Balachandran February 10, 2020 | 11:19 AM PST

Devadas Balachandran Date Signature of Seller Date

Printed Name: Devadas Balachandran Printed Name: \_\_\_\_\_

**ADDITIONAL NOTICES TO BUYER:**

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit [www.txdps.state.tx.us](http://www.txdps.state.tx.us). For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:
  - Electric: \_\_\_\_\_ phone #: \_\_\_\_\_
  - Sewer: \_\_\_\_\_ phone #: \_\_\_\_\_
  - Water: \_\_\_\_\_ phone #: \_\_\_\_\_
  - Cable: \_\_\_\_\_ phone #: \_\_\_\_\_
  - Trash: \_\_\_\_\_ phone #: \_\_\_\_\_
  - Natural Gas: \_\_\_\_\_ phone #: \_\_\_\_\_
  - Phone Company: \_\_\_\_\_ phone #: \_\_\_\_\_
  - Propane: \_\_\_\_\_ phone #: \_\_\_\_\_
  - Internet: \_\_\_\_\_ phone #: \_\_\_\_\_
- (7) This Seller’s Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. **YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.**

The undersigned Buyer acknowledges receipt of the foregoing notice.

\_\_\_\_\_  
Signature of Buyer Date

\_\_\_\_\_  
Signature of Buyer Date

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_



## Information About Brokerage Services

*Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

REALHome Services & Solutions, Inc. 602760

Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Dana Rowe11	0498069	offer.rowe11@rhss.com	7709336678
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Dana Rowe11	0498069	offer.rowe11@rhss.com	7709336678
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

DS  
DB

February 10, 2020 | 11:19 AM PST

Date



## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or



(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<small>DocuSigned by:</small>  <b>Seller</b>	February 10, 2020   11:19 AM PST <hr/> Date	<hr/> Seller	<hr/> Date
<b>Purchaser</b>	<hr/> Date	<hr/> Purchaser	<hr/> Date
<small>DocuSigned by:</small>  <b>Agent</b>	February 10, 2020   12:46 PM PST <hr/> Date	<hr/> Agent	<hr/> Date