

**ADDENDUM NO. 1 BUYER REBATE**  
**TO**  
**EXCLUSIVE BUYER BROKER AGREEMENT & AGENCY DISCLOSURE**

**THIS IS AN ADDENDUM** to that EXCLUSIVE BUYER BROKER AGREEMENT & AGENCY DISCLOSURE (the "Buyer Broker Agreement") entered into on the \_\_\_\_\_, between \_\_\_\_\_ (the "Buyer"), and Town & Country Apollo Properties (the "Company"). The following terms are hereby incorporated as part of the Buyer Broker Agreement, and to the extent these terms modify or conflict with any provisions of the Buyer Broker Agreement, these terms shall control.

1. CREDIT OFFER / Rebate: AGENCY should be disclosed up-front. Utah Licensee Conduct 6.1.11.2. A principal broker and licensees acting on his behalf who represent a buyer shall have a written buyer agency agreement with the buyer defining the scope of the agency.
  
2. BROKERAGE FEE: The Buyer Agent Commission (the "BAC") or Cooperative Commission: The BAC offered as incentive to the Licensed Buyer Brokerages over the "MLS" shall be split\* between Buyer and Company. (\*the "BAC" split shall be modified for Buyer's referred by a 3rd Party Vendor based on the 3rd Party referral fee contracted). Buyer shall receive rebate from proceeds of the Buyer Brokerage Commission upon closing. If the property is not listed with a brokerage, in the absence of a commission agreement with the owner of the selected property, the Brokerage Fee shall be contracted with the Seller in the purchase agreement or be paid by the Buyer. Unless otherwise agreed to in writing by the Buyer and the Company, the Brokerage Fee shall be due and payable on: (a) If a purchase, the date of recording of the Closing documents; (b) If a lease, the effective date of the lease; or (c) If an option, the date the option agreement is signed. If the transaction is prevented by default of Buyer, the compensation shall be immediately payable to the Company. If the subject Property is listed by the Company; The Seller has authorized the Listing Broker that Seller will accept limited agency in the purchase contract. It is the business practice of the Company to participate in In-House Sales. By signing this agreement, Buyer consents to possible limited agency within the purchase process with Company. For Non-MLS properties, (For Sale by Owner) Buyer and Company will also be subject to this Commission agreement.

3. BUYER OBLIGATIONS: Buyer will:

- 3.1. Work exclusively through Broker/Buyer Agent in acquiring property in the market area and negotiate the acquisition of property in the market area only through Broker/Buyer Agent;
- 3.2. Use due diligence in searching for, locating, and screening properties for possible purchase;
- 3.3. Provide Buyer Agent with a lender pre-approval letter for proof of funds prior to property entry or presented offers
- 3.4. Inform other Buyer Agents, salespersons, and sellers with whom Buyer may have contact that Broker/Buyer Agent exclusively represents Buyer for the purpose of acquiring property in the market area and refer all such persons to Broker/Buyer Agent;

4. BROKER/BUYER AGENT OBLIGATIONS: Broker/Buyer Agent will:

- 4.1. Advise Buyer regarding any properties Buyer becomes aware of, by any search method employed by



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