

**EXCLUSIVE BUYER-BROKER AGREEMENT & AGENCY DISCLOSURE**  
THIS IS A LEGALLY BINDING AGREEMENT - READ CAREFULLY BEFORE SIGNING  
DESIGNATED AGENCY BROKERAGE

THIS EXCLUSIVE BUYER-BROKER AGREEMENT & AGENCY DISCLOSURE ("Exclusive Buyer-Broker Agreement") is entered into between Town & Country Apollo Properties, LLC (the "Company"), Lynn C Fillmore as the authorized agent for the Company (the "Buyer's Agent") and \_\_\_\_\_ (the "Buyer").

**1. TERM OF AGREEMENT.**

**1.1 Duration of Agreement.** Buyer hereby retains the Company and Buyer's Agent to locate and negotiate for the acquisition of a property for the agreed upon duration of time below or upon the closing of the acquisition of a property (the "Closing"), whichever occurs first (the "Initial Term").

This Exclusive Buyer-Broker Agreement is effective as of the date it is signed by all parties and ENDS at 5:00 P.M. (Mountain Time) on \_\_\_\_\_ (End Date).

**1.2 Properties or Locations the Company Represents the Buyer.** Buyer hereby retains the Company and Buyer's Agent to locate and negotiate for the acquisition of a property (**Check One Box**):

located **only** within: \_\_\_\_\_ (County/Countries);

OR

located **only** at: \_\_\_\_\_ (property/properties).

Unless checked below, the Buyer warrants that the Buyer has not entered into a representation agreement with another brokerage and has no obligation to pay compensation to any other company arising out of the acquisition of a property identified in Section 1.2.

The Buyer does have a representation agreement with another brokerage for the following properties and these properties are excluded from this Exclusive Buyer-Broker Agreement:

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

During the Initial Term of this Exclusive Buyer-Broker Agreement, and any extensions thereof, the Buyer agrees not to enter into another buyer-broker agreement with another real estate agent or brokerage that conflicts with this Exclusive Buyer-Broker Agreement. In the event this Exclusive Buyer-Broker Agreement expires while the Buyer is under contract on any real property identified in Section 1.2, the Company and the Buyer mutually agree that the Initial Term shall automatically extend until the under-contract transaction closes or is cancelled.

**2. BROKERAGE FEE.**

**2.1 Buyer's Obligation to Pay Brokerage Fee.** If, during the Initial Term, or any extension of the Initial Term, the Buyer, or any other person acting in the Buyer's behalf, acquires an interest in any real property as referenced in Section 1 above, the BUYER AGREES TO PAY to the Company a brokerage fee in the amount of \$\_\_\_\_\_ and 3 % of the gross acquisition price of the property (the "Brokerage Fee").

**2.2 Satisfaction of Brokerage Fee by a Third Party.** If a seller's brokerage and/or the property owner is compensating the Company on a property acquired by the Buyer, then the compensation paid to the Company by the seller's brokerage and/or the property owner shall satisfy the Buyer's obligation for the Brokerage Fee shown above provided that the compensation is equal to the Brokerage Fee. The Company may not accept total compensation from any source that is greater than the Brokerage Fee. In the event the compensation paid by the seller's brokerage and/or the property owner is less than the Brokerage Fee, the Buyer shall pay any remaining difference at Closing.

**2.3 Brokerage Fee Due and Payable.** Unless otherwise agreed to in writing by the Buyer and the Company, the Brokerage Fee shown above shall be due and payable on: (a) If a purchase, the date of recording of the documents for Closing; (b) If a lease, the effective date of the lease; or (c) If an option, the date consideration for the

option agreement is paid. If the transaction is prevented by default of Buyer, the Brokerage Fee shall be immediately payable to the Company. BROKERAGE FEES ARE FULLY NEGOTIABLE AND ARE NOT SET BY LAW, ANY BOARD OR ASSOCIATION OF REALTORS®, MULTIPLE LISTING SERVICE (the "MLS"), OR IN ANY MANNER OTHER THAN BETWEEN THE COMPANY AND BUYER.

**3. PROTECTION PERIOD.** If within 3 months after the termination or expiration of this Exclusive Buyer-Broker Agreement, Buyer or any person acting on the Buyer's behalf, enters into an agreement to purchase, exchange, obtain an option on, or lease any property, as referenced in Section 1 above, located for Buyer by Buyer's Agent or the Company, or on which Buyer's Agent negotiates in Buyer's behalf during the Initial Term, Buyer agrees to pay to the Company the Brokerage Fee referenced in Section 2, unless the Buyer is obligated to pay a Brokerage Fee on such acquisition to another brokerage based on another buyer-broker agreement entered into after the expiration or termination date of this Exclusive Buyer-Broker Agreement.

**4. BUYER REPRESENTATIONS/DISCLOSURES.** The Buyer warrants that the Buyer will: (a) In all communications with other real estate agents, notify the agents in advance that the Buyer has entered into this Exclusive Buyer-Broker Agreement with the Company; (b) Furnish the Buyer's Agent with relevant personal and financial information to facilitate the Buyer's ability to acquire a property; (c) Exercise care and diligence in evaluating the physical and legal condition of the property selected by the Buyer; (d) Hold harmless the Company and the Buyer's Agent against any claims as the result of any injuries incurred while inspecting any property; (e) Upon signing of this Exclusive Buyer-Broker Agreement, personally review and sign the Buyer Due Diligence Checklist form and Wire Fraud Alert Disclosure; and (f) Disclose to the Buyer's Agent all properties in which the Buyer, as of the date of this Exclusive Buyer-Broker Agreement, is either negotiating to acquire or has a present interest in acquiring.

**5. AGENCY RELATIONSHIPS.**

**5.1 Duties of a Buyer's Agent.** By signing this Exclusive Buyer-Broker Agreement, the Buyer designates the Buyer's Agent and the Principal/Branch Broker for the Company (the "Broker"), as agents for the Buyer to locate properties as referenced in Section 1 above for Buyer's consideration and review. The Buyer authorizes the Buyer's Agent or the Broker to appoint another agent in the Company to also represent the Buyer in the event the Buyer's Agent or the Broker will be unavailable to service the Buyer. As agents for the Buyer, the Buyer's Agent and Broker have fiduciary duties to the Buyer that include loyalty, obedience, full disclosure, confidentiality, reasonable care, and any other duties required by law.

**5.2 Duties of a Limited Agent.** The Buyer understands that the Buyer's Agent and the Broker may now, or in the future, be agents for a seller who may have a property that the Buyer may wish to acquire. Then the Buyer's Agent and the Broker may be acting as Limited Agents - representing both the Buyer and the seller at the same time. A Limited Agent has fiduciary duties to both the Buyer and the seller as required by law. However, some of those duties are "limited" because the agent cannot provide to both parties undivided loyalty, confidentiality and disclosure. For this reason, the Limited Agent is bound by a further duty of neutrality. Being neutral, the Limited Agent may not disclose to either party information likely to weaken the bargaining position of the other – for example, the highest price the Buyer will offer, or the lowest price the seller will accept. However, the Limited Agent will be required to disclose information given to the agent in confidence by the other party if failure to disclose such information would be a material misrepresentation regarding the Property or regarding the ability of the parties to fulfill their obligations. The Buyer is advised that neither the Buyer nor the seller is required to accept a limited agency situation in the Company, and each party is entitled to be represented by its own agent. In the event a limited agency situation arises, the Buyer's Agent and the Broker, as applicable, may only act as Limited Agents based upon a separate Limited Agency Consent Agreement signed by the seller and Buyer.

**6. PROFESSIONAL ADVICE.** The Company and the Buyer's agent are trained in the marketing of real estate. Neither the Company nor the Buyer's Agent are trained or licensed to provide the Buyer with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Buyer is advised not to rely on the Company, or any agents of the Company, for a determination regarding the physical or legal condition of the property, including, but not limited to: past or present compliance with zoning and building code requirements; the condition of any appliances; the condition of heating/cooling, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; the location of property lines; and the exact square footage or acreage of the property. As part of any written offer to purchase a property, the Company strongly recommends that the Buyer engage the services of appropriate professionals to conduct inspections, investigations, tests, surveys, and other evaluations of the property at the Buyer's expense. If the Buyer fails to do so, the Buyer is acting contrary to the advice of the Company. Any recommendations for third party services made by the Company or the Buyer's Agent do not guarantee the Buyer's satisfaction in the use of those third party services and should not be seen as a warranty of any kind as to the level of service that will be provided by the third parties. The Buyer is advised that it is up to the Buyer in the Buyer's sole discretion to choose third party services that meet the needs of the Buyer and not to rely on any recommendations given by the Company or the Buyer's Agent.

**7. DISPUTE RESOLUTION.** The parties agree that any dispute related to this Exclusive Buyer-Broker Agreement, arising prior to or after the acquisition of a property,  SHALL  MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. If no box is checked, then the parties agree that "may at the option of the parties" shall be the default option. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other remedies available under this Exclusive Buyer-Broker Agreement shall apply. Nothing in this Section 7 prohibits any party from seeking emergency legal or equitable relief, pending mediation.

**8. ATTORNEY FEES/GOVERNING LAW/CLASS ACTION WAIVER.** Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Exclusive Buyer-Broker Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Buyer's employment of the Company under this Exclusive Buyer-Broker Agreement (whether before or after the acquisition of a property), the Buyer agrees to indemnify the Company and the Buyer's Agent from all costs and attorney fees incurred by the Company and/or the Buyer's Agent in pursuing and/or defending such action. This Exclusive Buyer-Broker Agreement shall be governed and construed in accordance with the laws of the State of Utah. The Buyer forfeits any and all rights to participate in any class action against the Company. In particular, the Buyer agrees not to be a representative or member of any class of claimants or act as a private attorney general in litigation, arbitration, or administrative proceeding with respect to any claim arising out of this Exclusive Buyer-Broker Agreement.

**9. BUYER AUTHORIZATIONS.** The Buyer authorizes the Company and/or Buyer's Agent to: (a) Disclose after Closing to each MLS in which the Company participates (consistent with the requirements of each such MLS), the final terms and sales price of the property acquired by Buyer under the terms of this Agreement; and (b) Communicate with the Buyer for the purpose of soliciting real estate related goods and services during and after the term of this Exclusive Buyer-Broker Agreement. The Buyer further agrees that in any transaction for the acquisition of any property, as referenced in Section 1 above, the Earnest Money Deposit may be placed into an interest-bearing trust account with interest paid to the Utah Association of Realtors® Housing Opportunity Fund (UARHOF) to assist in creating affordable housing throughout the state.

**10. ATTACHMENT.** The Buyer Due Diligence Checklist form and Wire Fraud Alert Disclosure are incorporated into this Exclusive Buyer-Broker Agreement. There  ARE  ARE NOT additional terms contained in an Addendum attached to this Exclusive Buyer-Broker Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Exclusive Buyer-Broker Agreement by this reference.

**11. EQUAL HOUSING OPPORTUNITY.** The Buyer and the Company will comply with Federal, State, and local fair housing laws.

**12. ELECTRONIC TRANSMISSION & COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of this Exclusive Buyer Broker-Agreement and any addenda, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Exclusive Buyer-Broker Agreement and any addenda may be executed in counterparts.

**13. DUE-ON-SALE.** Certain types of transactions may trigger what is commonly referred to as a "due-on-sale" clause. A "due-on-sale" clause typically states that the seller's lender or mortgagee may call the loan due and payable in full if the seller participates in certain types of transactions. These types of transactions may include, but are not limited to, transactions where: (a) The sale of the property does not result in the underlying debt being paid in full; (b) The parties enter into a seller-financed transaction; (c) A lease option agreement is entered into; or (d) Any other unauthorized transfer of title to the Property has occurred without the lender's consent. The Buyer understands that if any underlying encumbrances or mortgages on the Property contain a "due-on-sale clause," and the "due-on-sale" clause is triggered, the lender may call the entire unpaid balance of the loan immediately due.

**14. ENTIRE AGREEMENT.** This Exclusive Buyer-Broker Agreement, including the Buyer Due Diligence Checklist form, Wire Fraud Alert Disclosure, and any additional addenda contain the entire agreement between the parties relating to the subject matter of this Exclusive Buyer-Broker Agreement. This Exclusive Buyer-Broker Agreement shall not be modified or amended except in writing signed by the parties hereto. If any provision of this Exclusive Buyer-Broker Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Exclusive Buyer-Broker Agreement and the other provisions shall remain in full force and effect to the fullest extent possible.

THE UNDERSIGNED hereby accept the terms of this Exclusive Buyer-Broker Agreement.

\_\_\_\_\_  
(Buyer's Signature) (Address/Phone) (Date)

\_\_\_\_\_  
(Buyer's Signature) (Address/Phone) (Date)

ACCEPTED by the Company

by: \_\_\_\_\_  
(Signature of Authorized Buyer's Agent or Broker)

11/26/2024  
(Date)

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This is a legally binding document. If not understood, consult an attorney.

THIS BUYER DUE DILIGENCE CHECKLIST is provided by [Town & Country Apollo Properties, LLC](#) (the "Company"), including [Lynn C Fillmore](#) (the "Agent") to \_\_\_\_\_ (the "Buyer") in connection with the purchase of any property.

## NOTICE FROM COMPANY

Buyer is advised that the Company and its agents are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide Buyer with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Company and its agents strongly recommend that in connection with any offer to acquire any property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of the property. BUYER IS ADVISED NOT TO RELY ON THE COMPANY, OR ON ANY AGENTS OF THE COMPANY, FOR A DETERMINATION REGARDING THE PHYSICAL OR LEGAL CONDITION OF THE PROPERTY. The following is a general listing of issues that Buyer should consider in evaluating any property. This is not intended to be a comprehensive list of all issues that may be relevant in Buyer's evaluation of a specific property, including any property listed above. This document is, however, intended to direct Buyer's attention to a number of issues that are commonly considered important in the evaluation of any property.

**1. BUILDING CODE/ZONING COMPLIANCE:** Buyer is advised to consult with local zoning officials to assure that Buyer's intended use of the Property (including, but not limited to, rental and business uses, construction of new improvements and/or the remodel of existing improvements) will comply with local zoning requirements and with any recorded restrictive covenants and conditions. Buyer should determine whether a certificate of occupancy has been issued for the Property and if such certificate is available for inspection. Buyer is also advised to make inquiry at the local building department to determine if building permits and final inspections were obtained for any remodel work at the Property, if applicable. Buyer acknowledges that the Company should not be relied upon for any determination as to any past, present or future building code or zoning restrictions or violations, or as to the suitability of the Property for Buyer's intended use.

**2. RENTAL OF PROPERTY:** If Buyer intends to use the Property as a rental, Buyer is advised to consult with local zoning officials and to review any applicable restrictive covenants to determine that rental of the Property is a legal use, and does not violate any restrictive covenants. Buyer is also advised to consult with local governmental authorities to determine whether a business or other license is required in order to use the Property as a rental. Buyer acknowledges that the Company should not be relied upon for any determination as to whether rental of the Property is a legal or permitted use.

**3. HAZARDOUS WASTE AND TOXIC SUBSTANCES:** Buyer is advised to consult with appropriate professionals regarding the possible existence of hazardous wastes and toxic substances on the Property, including, but not limited to, asbestos, radon gas, lead and lead-based paint, and contamination of the Property from the use, storing or manufacturing of any illegal substances including, methamphetamines. Buyer is advised that a variety of federal laws can place strict liability on property owners for hazardous waste management and cleanup of hazardous substances. Buyer is advised of Buyer's obligation to make appropriate inquiries ("due diligence") into past uses of the Property to ascertain the possible existence of hazardous wastes or toxic substances. Buyer acknowledges that the Company should not be relied upon for any determination as to the existence of any hazardous wastes or toxic substances.

**4. RADON GAS:** The EPA and the Surgeon General have linked exposure to elevated radon levels to an increased risk of developing lung cancer. The Buyer is advised to consult with appropriate professionals to determine if elevated levels of radon gas exist in the Property. Additional information regarding radon is available from the state of Utah at [radon.utah.gov](http://radon.utah.gov) and the EPA at [epa.gov/radon/](http://epa.gov/radon/).

**5. SURVEYING AND STAKING:** Buyer is advised that without an accurate survey of the Property, Buyer cannot be certain as to the boundaries of the Property, or that any improvements on the Property are not encroaching upon adjoining parcels of property, or that improvements located on adjoining parcels of property do not encroach onto the Property. Walls and fences may not correspond with legal boundary lines for the Property. Buyer acknowledges that the Company should not be relied upon for any determination as to the boundaries of the Property or of any encroachments within or over the actual boundaries of the Property.

**6. HOME WARRANTY PLANS:** Buyer acknowledges that Buyer has been advised by the Company of the availability of Home



Warranty Plans which provide limited warranties for certain home appliances and certain components of the Property after Closing.

**7. FLOOD ZONE AND INSURANCE:** If the Property is located in a "Flood Zone" as set forth on the H.U.D. "Special Flood Zone Area" map, the mortgage lender may require that Buyer obtain and pay for flood insurance on the Property and its improvements.

**8. HOMEOWNERS INSURANCE:** Buyer is advised that certain properties, due to location, condition, and/or claims history, may be uninsurable, or may only be insurable at an increased cost. Buyer is also advised that Buyer's credit, insurance claims history, and other issues (such as specific kinds of pets), may be factors in determining the availability and cost of homeowners insurance. Buyer is advised to consult directly with insurance companies of Buyer's choice regarding the availability and costs of homeowner's insurance for the Property.

**9. TITLE ISSUES/HOMEOWNER'S ASSOCIATION:** Buyer is advised that title insurance companies offer a variety of title insurance policies that provide different levels of coverage. Buyer is advised to carefully review with legal counsel and with the title insurer: (a) the available title insurance coverage; (b) the contents of any Commitment for Title Insurance on the Property; and (c) the contents of all documents affecting the Property that are a matter of public record, including, but not limited to, any restrictive covenants (CC&R's). If the Property is part of a Condominium or other Homeowners Association ("HOA"), Buyer is advised to consult directly with the HOA regarding all HOA matters that may affect the Property, including, but not limited to, existing and proposed budgets, financial statements, present and proposed assessments, dues, fees, reserve accounts, rules, and meeting minutes.

**10. PHYSICAL CONDITION:** Buyer is advised to consult with appropriate professionals regarding all physical aspects of the Property, including, but not limited to: built-in appliances; plumbing fixtures, lines, fittings and systems; heating, air conditioning systems and components; electrical wiring, systems, appliances and components; foundation; roof; structure; exterior surfaces (including stucco), exterior features and equipment; pool/spa systems and components; any diseased trees or other landscaping; and moisture seepage and damage from roof, foundation or windows. Buyer is advised not to rely on seller, the Company, or any agents of the Company for a determination regarding the physical condition of the Property.

**11. SQUARE FOOTAGE/ACREAGE:** If the square footage or acreage of the Property is of material concern to Buyer, Buyer is advised to verify the square footage or acreage through any independent sources or means deemed appropriate by Buyer. In the event the Company provides any numerical statements regarding these items, such statements are approximations only. Buyer is advised not to rely on seller, the Company, or any agents of the Company for a determination regarding the square footage or acreage of the Property.

**12. UTILITY SERVICES:** Buyer is advised to consult with appropriate professionals regarding the location of utility service lines and the availability and cost of all utility services for the Property including, but not limited to, sewer, natural gas, electricity, telephone, and cable TV. Buyer is advised that the Property may not be connected to public water and/or public sewer, and applicable fees may not have been paid. Septic tanks may need to be pumped. Leach fields may need to be inspected.

**13. WATER:** Buyer is advised to consult with the water service provider for the Property and with other appropriate professionals regarding the source, quality, and availability of water for the Property; and regarding all applicable fees and costs (including, without limitation, connection fees, stand-by fees and service fees), use and regulatory restrictions, and ownership of water rights and water system. Depending upon the location of the Property, the water service provider, and climate conditions, water service to the Property may be interrupted. A well and well system may require inspection. Buyer is further advised that, depending upon the location of the Property, State and local laws may impose specific requirements regarding the source, the capacity, and the quality of water that will service new plat or building permit applications. Such water-related laws may directly impact Buyer's ability to develop the Property and/or obtain a building permit for any improvements to the Property. Buyer is advised to consult directly with applicable State and local authorities, and with legal counsel, regarding the content and potential affect of such water-related laws.

**14. GEOLOGIC CONDITIONS:** Buyer is advised to consult with appropriate professionals regarding possible geologic conditions at or near the Property. Such geologic conditions may include, but are not limited to, soil and terrain stability, the existence of wetlands, drainage problems, and any building and/or zoning requirements relating to such geologic conditions.

**15. MOLD:** Buyer is advised to consult with appropriate professionals to determine the possible existence of mold in the Property. Water leaks and water damage to the Property may result in mold that may have adverse health affects. Additional information regarding mold is available through the EPA at: [www.epa.gov](http://www.epa.gov).

**16. HOUSING COMPLIANCE:** Buyer is advised to consult with appropriate professionals regarding neighborhood or property conditions including, but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards, or circumstances. All properties will be shown without regard to race, color, religion, sex, national origin, handicap or familial status and any other requirements

of federal and state fair housing laws.

**17. PROPERTY TAXES:** Buyer is advised that, depending upon present use, the Property may be taxed as "Greenbelt". A purchase of the Property may change the Greenbelt status and the amount of property taxes assessed by the County. Such change in Greenbelt status may also result in liability for roll-back taxes. If Buyer has any questions regarding County property tax requirements, Buyer is advised to consult directly with the County Assessor's Office.

**18. PUBLIC INFRASTRUCTURE DISTRICTS (PID):** Buyer is advised to verify if a property is located within a PID. Buyer is also advised that owners of properties located within a PID may be responsible for additional property tax obligations as a result of a PID issuing a limited tax bond. See Utah Code 17D-4-101 for reference.

**19. INCOME TAX/LEGAL CONSEQUENCES:** Buyer is advised that this transaction has tax and legal consequences. Buyer is advised to consult with appropriate legal and tax advisors regarding this transaction.

**20. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA):** In general, the sale or other disposition of a U.S. real property interest by a foreign person as defined in the Internal Revenue Code is subject to income tax withholding under FIRPTA. If FIRPTA applies to the SELLER, the buyer or other qualified substitute may be legally required to withhold and remit to the IRS 10% of the total purchase price for a property at closing. FIRPTA may require Buyer's signature on applicable IRS withholding forms. Failure to comply with FIRPTA may create liability for Buyer and Seller. If FIRPTA applies to this transaction, Buyer and Seller are advised to consult with appropriate legal and tax advisors regarding their rights and obligations under FIRPTA.

**21. ENERGY EFFICIENCY:** According to the national ENERGY STAR, and other similar energy efficiency programs, utility bills in a typical existing home can be reduced by 20% or more through energy efficiency improvements. A home energy analysis can be provided by certified home energy efficiency professionals to document the energy efficiency levels of an existing home, and also provide recommendations for energy improvements that will reduce utility costs, improve comfort, and improve indoor air quality and safety of a property. Buyer is advised to consult with appropriate energy efficiency professionals regarding any property of interest to the Buyer. Additional information is available at [www.energystar.gov](http://www.energystar.gov).

**RECEIPT AND ACKNOWLEDGEMENT OF BUYER**

I have carefully reviewed this BUYER DUE DILIGENCE CHECKLIST. I understand my right and the recommendation of the Company to consult with appropriate experts and professionals prior to, or as part of an offer to purchase any property. **I FURTHER UNDERSTAND THAT I HAVE THE RIGHT TO INCLUDE ANY OR ALL OF THE ABOVE ISSUES AS A CONDITION OF MY OFFER TO PURCHASE ANY PROPERTY.**

Buyer Signature

Date

Buyer Signature

Date

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UAR FORM 12



# WIRE FRAUD ALERT DISCLOSURE

This is a legally binding document. If not understood, consult an attorney.

THIS WIRE FRAUD ALERT DISCLOSURE is provided by Town & Country Apollo Properties, LLC (the "Company") including Lynn C Fillmore (the "Agent") to \_\_\_\_\_ (the "Buyer or Seller") in connection with the purchase of any property.

**WARNING NOTICE:** There are instances where cyber criminals are hacking the email accounts of parties involved in a real estate transaction and are sending emails with fake wiring instructions. These emails look convincing and legitimate. **Never trust wiring instructions sent via email.** You must **always** confirm wiring instructions **in person** or via a **telephone call** to a trusted and verified phone number. **Never** wire money without double-checking that the wiring instructions are correct.

In every real estate transaction, the Buyer or Seller is advised to:

- 1) **Never** trust wiring instructions sent via email.
- 2) **Never** send personal information such as social security numbers, bank account numbers and credit card numbers, unless it is through secured/encrypted email or personal delivery to the intended recipient.
- 3) **Never** click on attachments or links from unfamiliar sources. These attachments or links may contain malware that may allow a hacker to access your emails, accounts, and any other information on your computer.
- 4) **Always** independently confirm wiring instructions by personally speaking with the intended recipient of the wire to confirm the routing number and account number.
- 5) **Always** confirm that the contact information for the wire transfer recipient is legitimate. Call a verified number.
- 6) **Always** take steps to secure the system you are using with your email account such as using strong passwords and secure WiFi.

## RECEIPT AND ACKNOWLEDGEMENT OF BUYER OR SELLER

By signing below, I acknowledge that I have read and understand and have received a copy of this WIRE FRAUD ALERT DISCLOSURE. If I believe that I have received suspicious wire transfer instructions, I should immediately notify my lender, title agent, and REALTOR®. Also, I understand that I should immediately report suspicious wire transfer instructions to Salt Lake City FBI field office at (801) 579-1400 or file a complaint at [www.ic3.gov](http://www.ic3.gov). For additional information, please refer to the following links:  
 Federal Bureau of Investigation: <http://www.fbi.gov>  
 National White Collar Crime Center: <http://www.nw3c.org>  
 On Guard Online: <http://www.onguardonline.gov>

Buyer or Seller Signature

Date

Buyer or Seller Signature

Date

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