



# Town & Country Apollo Properties

## ADDENDUM (Buyer Agent Commission "BAC" Credit Offer) 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 \_\_\_\_\_ (date), between \_\_\_\_\_ (the "Buyer"), Lynn C Fillmore (the "Broker/Buyer Agent") and **Town and 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. **(Valid for a period of 6 months from the execution of this addendum)**

**1. CREDIT OFFER Retainer: The Buyer shall pay to Company a "retainer fee" in the amount of \$295.00. Fee is due upon acceptance of this agreement. If Buyer acts on a single pre-selected property the retainer fee will be returned to Buyer upon closing. (the failure to pay retainer fee shall void credit offer)**

**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. Company minimum shall be a 1.5% BAC based on purchase price. Buyer to receive the balance. (\*the "BAC" split shall be modified for Buyer's referred by a 3<sup>rd</sup> Party Vendor based on the 3<sup>rd</sup> Party referral fee contracted, also if compensation is paid to Listing Brokerage for access and viewing of property when Buyer Agent is unable to be present). 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 Buyer, including, but not limited to searches on the internet, on web sites such as Realtor.com and MLS Search and parameters submitted to Buyer's Agent.
- 4.2. Provide entry or offers for selected properties. The first (1) selection is without added fee; then a reduction in Buyer rebate of \$50 for each additional entry / offer thereafter, the amount to be deducted from future Buyer Credit ("Out of Area" Entry Fee may be negotiated between Buyer Broker and Listing Agent, then deducted from the future MLS Coop incentive offered by Listing Brokerage to Buyer Brokerage)
- 4.3. Submit Buyer offers with necessary documentation, negotiate offers on Buyer's behalf to achieve a fully executed contract, and guide Buyer through the transaction process up to closing; and

*\*Note: The parties acknowledge that this fee arrangement is based on Buyer Agent providing services to Buyer, and that if the services required 4. BROKER/BUYER AGENT exceed the services set forth in this agreement, the Credit offer may be modified by Company. Offers may be submitted for Buyer prior to entering a selected property, simply based on photos or Open House events. An accepted offer executed between Buyer and Seller may be cancelled if desired as per Section 8 of Approved Utah REPC.*

**INDEMNIFICATION:** BUYER shall defend, indemnify and hold Company, Buyers Agent and representatives harmless from, any and all losses, claims, damages, liabilities and costs, including without limitation, commission claims, court costs, reasonable attorneys' fees, which arise from, are related to, or are in connection with this Agreement or violation of any federal, state or local laws

**EFFECTIVE DATE.** This Buyer Agreement is entered into and is effective when: (a) The Buyer and the authorized Buyers Agent have signed this Agreement; and (b) The authorized Buyer's Agent or Broker has received a mutually signed copy of this Listing Agreement (the "Effective Date") or (c) If ordered or modified Online; An Affidavit by Online Electronic Signature. By Signing (typing your name) Online; You are agreeing to conduct business electronically within the State of Utah in accordance with the federal Electronic Signatures in Global and National Commerce Act (E-SIGN), 15 U.S.C.A. §§ 7001-7031 (Supp. 2001) and Utah's Uniform Electronic Transactions Act (UETA), Utah Code Ann. §§ 46 4-101 to -501 (2000). If Online, A Copy of this Listing Agreement agreed to, on the Effective Date will be emailed to you, Signed by the Listing Broker, confirming this Agreement.

**ALL OTHER TERMS** of the Exclusive Buyer Broker Agreement, not modified by this ADDENDUM shall remain the same.

X \_\_\_\_\_  
(Buyer Signature) Date

ACCEPTED by the Company  
by Lynn Fillmore  
(Lynn C. Fillmore, Principal Broker) Date

Ref 09/19/23

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