

Buyer-Broker Agreement

THIS EXCLUSIVE BUYER-BROKER AGREEMENT & AGENCY DISCLOSURE ("Exclusive Buyer-Broker Agreement") is entered into between **1** _____ (the "Company") and **2** John & Jane Doe (the "Buyer").

1. TERM OF AGREEMENT. The Buyer hereby retains the Company, including Sally Joe (the "Buyer's Agent") as the authorized agent for the Company, starting on the Effective Date as defined in section 15 below, and ending at 5:00 P.M. (Mountain Time) on **3** 1st day of July, 2017, or the Closing of the acquisition of a property, which ever occurs first (the "Initial Term"), to act as the exclusive Buyer's Agent in locating and/or negotiating for the acquisition of a property: (a) In **4** any County, Utah; or (b) Located at n/a (property address). 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.

2. 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 **5** \$ ----- or 3 % of the acquisition price of the property (the "Brokerage Fee"). If the property acquired by the Buyer is listed with a brokerage, the buyer agent commission ("BAC") paid to the Company by the listing brokerage shall satisfy the Buyer's obligation for the Brokerage Fee shown above provided that the BAC is not less than the amount shown above. If the BAC is less than the amount shown above, Buyer will pay the difference at 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 shown above shall be paid by the Buyer. 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 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.

3. PROTECTION PERIOD **6** 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.

4. BUYER REPRESENTATIONS/DISCLOSURES. The Buyer warrants that the Buyer has not entered into any other Exclusive Buyer-Broker Agreement with any other brokerage that is still in force and effect. 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 (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

Exclusive Buyer-Broker Agreement

USED WHEN you are representing a buyer to purchase a house.

- 1** This is the full name of the brokerage (KW Success Keller Williams Realty).
- 2** Buyer(s) names go here.
- 3** This is the date that the contract will **EXPIRE** not the date the contact is being signed.
- 4** This indicates what county the contract will cover. It is a good idea to write "any" county and located at "n/a" in case your buyer changes their mind on where they would like to buy while you are under Buyer Broker contract with them.
- 5** This is the amount of commission you will receive once the contract closes. You may also state, "As per MLS" or "as negotiated with For Sale By Owner" here.
- 6** This is the protection time period for the contact - you may choose any time period you desire.
- 7** Make sure your buyer puts their initials and date on all of the pages of this document.

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 to provide the Buyer with legal or tax advice, or with technical 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 any property selected by the Buyer, 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 first be submitted to mediation through a mediation provider mutually agreed upon by the Buyer and the Company. Each party agrees to bear its own costs of mediation. If mediation fails, the other remedies available under this Exclusive Buyer-Broker Agreement shall apply.

8. ATTORNEY FEES/GOVERNING LAW. 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.

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. There [] ARE [X] 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-

Exclusive Buyer-Broker Agreement

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8 Make sure your buyer puts their initials and date on all of the pages of this document.

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, contains 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.

15. EFFECTIVE DATE. This Exclusive Buyer-Broker Agreement is entered into and is effective as of the date: (a) The Buyer and the authorized Buyer's Agent or Broker have signed this Exclusive Buyer-Broker Agreement; and (b) The authorized Buyer's Agent or Broker has received a mutually signed copy of this Exclusive Buyer-Broker Agreement (the "Effective Date").

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

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_____	_____	_____
(Buyer's Signature)	(Address/Phone)	(Date)
_____	_____	_____
(Buyer's Signature)	(Address/Phone)	(Date)

ACCEPTED by the Company

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by: _____ (Date) _____
(Signature of Authorized Buyer's Agent or Broker)
Sally Joe

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UAR FORM 6

Exclusive Buyer-Broker Agreement

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9 All buyers need to sign and date here.

10 You need to sign and date on this line.

11 Make sure your buyer puts their initials and date on all of the pages of this document.



Buyer Documents Needed

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

THIS BUYER DUE DILIGENCE CHECKLIST is provided **1** _____
(the "Company"), including **2** g Sally Joe (the "Agent") **3** John & Jane Doe (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 and the EPA at 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.

Buyer Due Diligence Checklist

USED WHEN you are representing a buyer to purchase a house.

NOTE: This document is required to be given to your buyer when signing a Buyer Broker with you. It is stated on the Buyer Broker contract that they have received it from you...so don't forget to give it to them then!

- 1** This is the full name of the brokerage (KW Success Keller Williams Realty).
- 2** Your name goes here.
- 3** Your buyer's name(s) go here.

- 4** Make sure your buyer puts their initials and date on all of the pages of this document.

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.

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 also 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. 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.

19. 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.

20. 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.

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.**

6

Buyer Signature _____ Date _____ Buyer Signature _____ Date _____

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6 All buyers need to sign and date here.

7 Make sure your buyer puts their initials and date on all of the pages of this document.

For Your Protection Get a Home Inspection

1 Printed Name(s) of Buyer(s): _____
2 Printed Name Agent: _____

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems;
- identify items that need to be repaired or replaced; and
- estimate the remaining useful life of the major systems, equipment, structure, and finishes.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- estimate the market value of a house;
- make sure that the house meets FHA minimum property standards/requirements; and
- make sure that the house is marketable.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA cannot give or lend you money for

repairs, and FHA cannot buy the home back from you.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.

3 I/We choose to have a home inspection performed.
 I/We choose not to have a home inspection performed.

4 _____ Date _____ Buyer _____ Date _____

FYP - For Your Protection

USED WHEN buyers choose if they are having an inspection

- 1** Your name goes here.
- 2** Your buyer's name(s) go here.
- 3** Have your buyers select (and check the applicable box) on whether they are having a home inspection or not. NOTE: Buyers do not have to have a home inspection but is highly recommended. This form is required by our brokerage.
- 4** Make sure your buyer signs and dates the bottom of this form.

MOLD DISCLOSURE & WAIVER

1 Printed Name(s) of Buyer(s): _____
2 Printed Name Agent: _____

There has been a significant amount of publicity regarding the existence of toxic and non-toxic mold in commercial buildings, homes, and apartments. Some types of mold may cause severe health problems for certain individuals, but not everyone. It is possible that the property could have a hidden mold problem that the seller is not aware of. A professional whole house inspector may not be able to visually detect all types of mold.

All inspections, including those to detect mold, should be completed within the inspection period established in the purchase contract. If the buyer should fail to comply with recommended appropriate testing for mold, it would be against the advice of the Broker.

MOLD INSPECTIONS: Mold contaminants may exist in the Property of which the Broker or Agent(s) is unaware. These contaminants generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding; these conditions may be identified with a typical home inspection. Broker recommends CLIENT obtain a home inspection to better determine the condition of the property. Neither the Broker nor the Broker's Agents are experts in the field of mold contaminants. In the event suspected mold contamination is discovered, it is recommended that our clients satisfy themselves as to property condition by having a mold inspection performed. The cost and quality of such inspection may vary. Companies able to perform appropriate inspections may be found in the Yellow Pages or on the World Wide Web under "Microbial or Mold Inspections" or "Environmental and Ecological services."

Obtaining homeowner's insurance may be difficult, if not more expensive, where either the seller or the buyer has made a mold and/or water intrusion claim within the last five years. Many insurance companies will not write a homeowner's policy on a home that has had any mold or water intrusion claims within the last five years. Buyers should assure themselves that homeowner's insurance can be obtained on the property prior to removing their inspection and/or insurance contingency.

RECOMMENDATIONS: The Broker or Broker's Agent has recommended the client obtain a Home Inspection. The Broker or Broker's Agents has recommended the client obtain a Mold Inspection.

WAIVER: Client agrees to hold the Broker and Broker's Agents harmless in the event any mold contaminants are discovered on the property. Client understands mold is naturally occurring microbe and that mold should press no health threats unless concentrated at high levels in the living environment. The Broker and the Broker's Agents agree that in the event mold like contamination is discovered, this condition will be immediately reported to the client. The only way to determine if a mold like substance is truly mold or is present at high levels is through sample collecting and analytical testing.

PROFESSIONAL ADVICE: Client(s) execute this Disclosure/Waiver with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

LEGAL ADVICE: Client(s) acknowledge that this waiver does not attempt to offer legal advice. If client(s) feel the need for legal advice they should contact an attorney of their choice prior to the execution of this document.

RECEIPT OF COPY: Client(s) have read this Mold Disclosure/Waiver and by their signatures hereon acknowledge receipt of a copy thereof.

3 _____
Buyer Date Buyer Date
© 2017 Your Team Utah

Mold Disclosure

USED WHEN required form to inform buyers about mold

1 Your buyer's name(s) go here.

2 Your name goes here.

3 Make sure your buyer signs and dates the bottom of this form.

