



# **BUYER'S ADVANTAGE CONTRACT**

We have one commitment when working with you and that is to exceed your expectations while getting you the best possible price, terms and conditions when you buy a home. To do this, we've created our Buyers Advantage Program to ensure that you get the most house for the least amount of money. By enrolling in the Buyers Advantage Program, you will receive the three advantages listed below, a variety of proprietary consumer programs and services, and instant enrollment into our Raving Fan Club.

### 1. Earn up to \$1,000.00 Cash at Closing\*:

That's right no gimmicks, here's how it works. If we show you seven properties or less and you decide to write an offer and your offer gets accepted, at closing we will write you a check for \$1,000.00. The purchase price must be \$250,000 or more and we must get paid three percent commission from the selling side. If your purchase isn't \$250,000, no worries, we can still accommodate you:

Purchase Price \$200,000 to \$249,999 gets you \$500.00 Cash At Closing Purchase Price \$100,000 to \$199,999 gets you \$350.00 Cash At Closing

#### 2. Sell for FREE:

When you work with us, we will sell the home you buy through us for free. This is how it works. During the first 12 months after your closing, if you are dissatisfied with your new home purchase for any reason at all, you simply let us know and you get our incredible home selling system at no charge from us. We will list your home until it sells at your price for up to 6 months after the initial listing date with us. During this period, any commissions paid on the sale of the home will be paid directly to the agent that brings the buyer for your home and not to us.

#### 3. FREE Enrollment into our Raving Fan Club:

When you enroll in the Buyers Advantage Program, you become a client of ours for life. We want you to be as happy about your home years from now as you were on the day you moved in. To accomplish that, we have established the Raving Fan Club, which gives you access to discounted rates from the vendors we work with, access to our office copier, fax and meeting rooms and a variety of other services to make your life better and easier.

## **AMAZING PROGRAMS & SERVICES**

- 1. Home Hunter Service: Our Home Hunters Service gives you a backstage pass to the MLS, as if you were an agent. You will have the ability to see all the homes for sale based on your own search criteria and more importantly, get to act on them before most agents even show them to other buyers. This service puts you in position to act quickly on some of the best deals in the market.
- 2. Distressed Sellers Program: Get access to motivated sellers who are looking to sell their homes because they are in foreclosure, an absentee owner, have had their home on the market for more than 6 months or are currently carrying two homes. These homes represent great bargains and we get you access to them.
- 3. Strategic Negotiation Experience: Our team sells over 200 homes per year. We use our 50 years of combined real estate experience to work to get you the best price, terms and conditions on your home purchase. In most cases, we can even get the seller to pay some of your closing costs when you buy your home.
- 4. Customized Loan Programs: Our in-house mortgage affiliate has the experience to get you a loan program that meets your financial needs best based upon the house you want to buy. They are skilled in creative financing to limit the amount of money you need to come to closing, getting you the best rates and even getting you into your home without having to make a payment for the first 60 days that you live there.
- 5. Cancellation Guarantee: A Cancellation Guarantee backs all of these services. If you are not completely satisfied with the job we're doing for you, you can cancel your buyers advantage program agreement. This does not void an exclusive Buyer Agency agreement in which a commission shall be due for services performed.

## WHAT YOU NEED TO DO TO GET ENROLLED

- 1. Agree that you are using the MARK Z Home Selling Team (MZHST) to help you buy your home which simply means that you will:
  - a. Give us your search criteria so we can set you up on the Home Hunters Service,
  - b. Notify us of any home that you want to see and that we will show it to you as quickly as possible,
  - c. Allow us to prepare, present and negotiate any offer you want on any home you'd like and we will use our skills and experience to work to get you the best possible price, terms and conditions on the home. This includes new construction homes, FSBO and any home you find either on your own or through us.
  - d. Inform all other agents, builders and home sellers that you are working with the MZHST if you should come in contact with them without us being there.
  - e. Get pre-approved with our lender or another lender prior to viewing homes.
- 2. Document your agreement by signing a standard State of Michigan Buyer's Representation Agreement.
  - a. As part of this agreement our team is due a fee of no less than 3% of the purchase price of the home you buy and you agree to let us negotiate our fee as part of the purchase and sales agreement. If we are not able to get a 3% commission from the seller, you have the option of making up the difference or all terms, benefits, and conditions of the "Buyers Advantage Contract shall be null and void,
  - b. The MZHST collects a fee of \$595 towards the internal processing of your transaction with our company and the retaining of all record as is required by applicable federal and state laws and regulations regarding preparation, storage and retention of all closing related documents as well as all other related administrative closing preparation costs. You are giving us permission to ask the seller to pay this on your behalf. If the seller chooses not to pay this, you will compensate us at closing as part of your normal closing costs.
- 3. You have the right to cancel this agreement, without penalty at any time up to the time we present an offer on your behalf to a potential seller. Should you want to cancel, you agree to do so in writing with 72 hours notice and deliver it to your representative from the MZHST. You also agree to let us remedy the situation, failing which, you will be released from our agreement. This does not void an exclusive Buyer Agency agreement in which a commission shall be due for services performed.

# YES, I WANT TO BE ENROLLED IN THE BUYER'S ADVANTAGE PROGRAM AS DESCRIBED ABOVE AND I UNDERSTAND AND AGREE TO THE STATED CONDITIONS.

Home Buyer

Date

MZHST Representative

Date

Home Buyer

Date

## **BUYER'S ADVANTAGE CONDITIONS & LIMITATIONS\***

You must sign this contract before you look at the second home with a representative of the MZHST. We say the second home because it's only fair if in the event we meet you at a house that you called on and you didn't know about the Buyers Advantage Program. The seven home criteria for the cash at closing starts with the second home, IF you looked at a home with us prior to being aware of this exclusive program. The "Sell for FREE" advantage is limited in nature, time period, and scope. Further, this advantage is only in reference to the fees charged by us. It does not cover, include, or refer to, in any way charges by other parties, such as buyer's agent commissions, closing costs, etc. This refers specifically to fees charaed by us. We are not lenders and while we will communicate with potential lenders, your aualification for a loan or mortgage depends upon your particular circumstances which are beyond our control, including your income, assets, existing debts, and various credit reporting issues. We make no guarantees in this area beyond the use of our efforts and experience. The Raving Fan Club is dependent upon vendors, other third parties, and other circumstances beyond our control. As such, Raving Fan Club membership and the related benefits are subject to alteration, modification, or discontinuing, in whole or in part, from time to time and at any time without notice. This document is merely a somewhat general description of the Buyer's Advantage Program. Actual enrollment and participation in the program involves execution of additional more specific and binding documents. You hereby indemnify and hold harmless us and our agents, employees, officers, directors, and affiliates against any and all losses, claims, damages, expenses or liabilities whatsoever, joint or several, which may arise out of or in connection with the these services and guarantees and our performance in regard to same. This indemnification and hold harmless provision shall not apply to any intentionally wrongful acts or gross negligence of said parties. Further, said indemnification and hold harmless shall be cumulative in regard to any other rights or defenses. Any dispute involving this document or the Buyer's Advantage program shall be submitted by either party to binding arbitration in Michigan, under the rules of the American Arbitration Association for resolution. I HAVE READ THE BUYER'S ADVANTAGE CONDITIONS AND LIMITATIONS. I UNDERSTAND AND ACCEPT AND AGREE TO EACH OF SAID CONDITIONS AND LIMITATIONS.

Home Buyer

Date

Date