

Registration Form / Letter of Intent

Buyer's Information:

Name _____

Name _____

Address _____

City/State/Zip _____

Contact Number _____

E-mail: _____

Buyers: Please present this form to the new homebuilder on your first visit to sales communities. Fax a copy to Enact Realty at 1-877-206-1332.

Builder Sales Agent: Please register this potential homebuyer and retain a copy of this document for your records. Please be advised that Enact Realty, Alfred Vega Broker referred this client to your community. **Our client was directed to your builder/community through our efforts. Our company offers a 2% rebate, which can be applied to closing costs or paid to the client after closing.** If you need for a contract to be signed, please fax all paper work to 1-877-206-1332.

I hereby recognize Alfred Vega as my broker in the event that I purchase a property.

Buyers Signature: _____ Date: _____

Buyers Signature: _____ Date: _____

Builder Rep Name: _____ Date: _____

Builder Name: _____

<p><u>BROKER INFORMATION</u></p> <p>Alfred Vega Enact Realty Texas Real Estate Broker #0263251 Cell 1 (361) 232-1870 Fax 1 (877) 206-1332 alfredvega@gmail.com www.EnactRealty.com</p>	<p>Please provide contact information</p> <p>Mortgage Company: _____</p> <p>Contact Person: _____</p> <p>Phone Number: _____</p> <p>Title Company: _____</p> <p>Contact Person: _____</p> <p>Phone Number: _____</p>
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Intermediary Broker Notice

TEXAS LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS INTERMEDIARIES BETWEEN PARTIES OBTAIN WRITTEN CONSENT FROM THE PARTIES, DISCLOSE WHO WILL PAY THE BROKER, AND SET FORTH THE BROKERS'S OBLIGATION AS AN INTERMEDIARY.

As an intermediary, Enact Realty has the following obligations:

1. Shall treat all parties honestly;
2. May not disclose that the owner (builder) will accept a price less than the asking price unless authorized in writing to do so by the owner (builder);
3. May not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
4. May not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by the Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

Buyers Signature: _____ Date: _____

Buyers Signature: _____ Date: _____

Builder Rep Signature: _____ Date: _____

Builder Rep Name: _____ Date: _____

Builder Name: _____

Terms and Conditions for Buyers

IF REAL ESTATE AGENT OR BROKER CURRENTLY REPRESENTS YOU, PLEASE DISREGARD THIS PROGRAM, YOU ARE NOT ELIGIBLE FOR THIS REBATE AND NO SOLICITATION BY ENACT REALTY IS OFFERED.

1. Potential homebuyers must present our 2% rebate certificate to builders' sales representative at First Visit and Registration to the builder's Community Sales Office/Model Home Center.
2. Offer is not valid if potential homebuyer is registered/accompanied by real estate agent or broker during registration or contracting or if potential buyer has registered with a real estate agent or broker at the community previously.
3. Buyer must insure that Enact Realty is listed as the referral agent on the seller's registration form on first visit to Builder's community or sales office.
4. Buyer must insure that Enact Realty is listed on the purchase agreement.
5. Buyer is required to disclose rebate to their mortgage company at the earliest date.
6. Enact Realty strongly encourages all prospective homebuyers to seek appropriate legal and tax counsel. Enact Realty is not your agent and is not acting on your behalf in any manner or for any purpose.
7. Rebate from Enact Realty is payable and due only if closing occurs on a new home purchase from the Builder at the Community listed above after all terms, conditions and requirements of this program have been met, and Enact Realty receives its standard commission from the Builder. The rebate check is generally mailed 10-15 business days after closing.
8. Enact Realty makes no representations with regards to the tax treatment of the new home purchase rebate. No taxes will be withheld. Please consult your qualified tax advisor for more information.
9. No agency relationship is implied or offered. Enact Realty is not your agent/broker representative and thus, is not representing you in this real estate transaction in any capacity. Enact Realty shall have no involvement in the real estate purchase agreement, claims or disputes between Buyer and Homebuilder. Enact Realty has no responsibility (implied or actual) to the Buyer. Enact Realty makes no representations or warranties of any kind regarding Builder, the home constructed or to be constructed by Builder, the quality of construction, the value of the residence to be constructed by Builder or any other aspect of the real estate transaction between Builder and the Buyer, such transaction being a transaction solely between the Buyer and Builder. **Please refer to Information About Brokerage Services and Intermediary Broker Notice.**
10. The Enact Realty rebate is 2% of the BASE-selling price of the home as defined by the builder. BASE selling price excludes options, upgrades and lot premiums. Offer subject to conditions, limitations, exclusions, modifications, and/or discontinuation without notice. 2% rebate is based on a standard 3% commission, if commission is less than 3% we will adjust the rebate accordingly. 2/3 ratios.
11. Enact Realty does not warrant the accuracy, or completeness of the information, text, graphics, links and other items contained in this site or any other site.
12. Please fax the following items to Enact Realty: (1) Registration Form / Letter of Intent, (2) a Copy of Terms and Conditions Agreement, (3) Copy of Intermediary Broker Notice, (4) signed Sales Agreement, (5) Co-Broker Commission Agreement and (6) Information about Brokerage Services form.
13. Program and offer are void where prohibited by law and lender.

Homebuyer: _____ Date: _____

Homebuyer: _____ Date: _____

Co-Broker Commission Agreement

The undersigned hereby acknowledge that the Sales Agreement, by and between

_____ (Seller) and Buyer (s) _____,

For the property described below:

Lot: _____

Block: _____

Section: _____

Phase: _____

Subdivision _____, with the following street address:

Street: _____

City State and Zip: _____,

was made through the direct effort and representation of:

Broker Representative: Alfred Vega

Brokerage Firm: Enact Realty

Broker # 0263251

Brokerage Firm's Address: 4733 Bear Run

City State Zip: Plano, Texas 75039

Phone: 361-232-1870

Fax: 1-877-206-1332

(hereinafter collectively referred to as "Broker"), and that a \$ _____

Broker co-op commission will be paid to said Broker upon close of escrow. Should the above mentioned Buyer not close escrow for any reason, the agreement is null and void.

Please indicate how you would like to receive your 2% rebate. (Please initial your choice)

_____ **Credited to buyer at closing. (for closing cost or builder upgrades)**

_____ **Send a cashiers check. (10 - 14 days after closing)**

Amount of rebate \$ _____

NOTICE TO SELLER AND BUYER: AS REQUIRED BY LAW Broker advises Buyer that Buyer should have the Abstract covering the Property examines by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is to be obtained, Buyer should obtain a Commitment for Title Insurance (the Commitment), which should be examined by an attorney of Buyer's choice at or prior to closing. If the property is situated in a Utility District, Section 50.301, Texas Water Code requires the Buyer to sign and acknowledge the statutory notice from Seller relating to the tax rate and bonded indebtedness of the District.

Buyers Signature: _____ Date: _____

Buyers Signature: _____ Date: _____

Builder's Representative: _____ Date: _____

Broker's Signature: _____ Date: _____