

MONEY BACK GUARANTEE TERMS AND CONDITIONS

Sam Kelley, REALTOR Money-Back Guarantee Terms and Conditions

My mission is to provide exceptional service to every client, with the hope of earning lifelong customers and receiving your valued referrals. However, in the event that you feel you have not received the best professionalism or that I did not meet my promises, I offer a Money-Back Guarantee on my real estate commission, subject to the following terms and conditions:

1. Exclusive Right to Sell Agreement

This guarantee is only applicable if there is a valid and active Exclusive Right to Sell Listing Agreement in place with Sam Kelley listed as your subagent under the agency of Brokerage of HomeSmart Realty at the time of the sale or attempted sale of your property.

2. Refund of Commission

If you are dissatisfied with the service provided, you may request a refund of my real estate commission, minus the following deductions:

- Out-of-pocket expenses incurred during the listing or representation process (including but not limited to marketing, photography, staging, inspections, etc.).
- Personal or Business Tax responsibilities related to the transaction.
- Broker fees, Department of Real Estate fees, Association of Realtors fees, Insurance fees that apply to the transaction.
- A service fee of \$1,999.
- Attorney fees for review or representation on behalf of Sam Kelley

3. Filing a Claim

Claims must be submitted within 30 days of the close of escrow or the cancellation of the contract, whichever occurs first. After this period, no claims will be accepted. All claims must list the actual promises or professional standards not met.

4. Redemption of Refund

The refund provided will constitute full and final settlement of any dissatisfaction or dispute, and no further legal, financial, or administrative action may be taken by the client concerning the services provided by Sam Kelley, REALTOR.

5. Non-refundable Costs

Please note that any costs or fees incurred that were optional or necessary to list or represent the property will not be refundable. This includes, but is not limited to, advertising expenses, third-party service fees, and professional services paid on your behalf during the listing or representation, as well as any office or professional fees incurred to transact business as calculated at the discretion of Sam Kelley.

6. Refund Limitation

The money-back guarantee applies only to my commission and does not extend to any buyer-side agent commissions, closing costs, or other transaction-related expenses.

7. Additional Terms

Refunds will be processed within 30 days of an approved claim and will be provided by check or direct deposit. By requesting and accepting the refund, you acknowledge that no further claims, legal actions, or disputes related to the real estate transaction may be pursued.

This Money-Back Guarantee is designed to demonstrate my commitment to your satisfaction and to ensure that you feel confident in my services throughout the entire process.