

Showing Agreement Outlined in Plain English!

In simple terms and plain English, here is what the Showing Agreement document means!

And again, just to reiterate, the National Association of Realtors® (NAR) is requiring all Brokerages and Realtors® to have you, the consumer (Buyer in these forms) sign these documents.

- We are required to have you sign a Brokerage Representation document to show you property.
- The duration of the **Ayers & Associates Showing Agreement** is 30 days.
- There is a **protection period for Ayers & Associates of 180 days** if the following occurs.
 1. If you enter into a contract on a property Ayers & Associates showed you (in person, your family or friend representative, or virtually) and you do one of the following:
 2. If you decide to use another Brokerage to buy a property that Ayers & Associates showed you, then you will be obligated to compensate Ayers & Associates the same compensation received by the Brokerage you use.
 3. If you decide to buy a property Ayers & Associates showed you, without any representation, you will be obligated to compensate Ayers & Associates 2% of the purchase price.
- There is no fee or retainer to simply show you property.
- ***Buyer acknowledges and understands that brokerage commissions are not set by law and are fully negotiable. Broker will not accept compensation on Buyer's side of the transaction from any source that exceeds the amount agreed to herein or in any subsequent written representation agreement between You and Ayers & Associates.***
- You do not currently have an agreement with another Brokerage and shall not enter into an agreement with another Brokerage during the designated Showing Agreement period of 30 days
- There can be hazardous conditions at some properties Ayers & Associates shows you and you agree to use caution and release Ayers & Associates from any liability while showing you property.
- Ayers & Associates abides by the Federal Fair Housing guidelines.
- This entire Showing Agreement may only be modified and executed in writing.



SHOWING AGREEMENT with AYERS & ASSOCIATES REAL ESTATE

This Showing Agreement (“Agreement”) is made on _____ (“Effective Date”) by and between _____ (“Buyers”) and Real Estate Brokerage, AYERS & ASSOCIATES REAL ESTATE (“Broker”) (the “Parties”).

1. Showing Services. During the Showing Period (as defined below), Broker, through it’s affiliated licensee _____ (“Property Specialist”) will (a) consult with Buyer to determine Buyer’s interest in locating specific properties that may be of interest to Buyer to purchase (each a “Property of Interest”), and (b) at Buyer’s request in Buyer’s sole discretion, arrange for, and facilitate, the showing, in person or virtually (a “Showing”), of any available Property of Interest to Buyer (each a “Shown Property”). The foregoing limited services are referred to as the “Showing Services”.

2. Duration and Scope of Showing Services. This Agreement shall begin on the Effective Date and, unless extended by written agreement of the Parties, automatically expire on the earliest of any of the following to occur: (a) Buyer and Broker entering into a written brokerage agreement engaging Broker as Buyer’s representative to assist Buyer in purchasing any property including, but not limited to, any Property of Interest or Shown Property (“Brokerage Agreement”), (b) Buyer being shown (in person or virtually) Properties of Interest (30 if left blank), or (c) 90 days after the Effective Date. (the “Showing Period”).

3. Showing Services. Buyer shall not be obligated to pay Broker or Property Specialist any fees, commissions, costs, expenses, or other charges for the Showing Services. Buyer acknowledges that if Buyer enters into a Brokerage Agreement with Broker, the scope of brokerage services and Broker’s compensation shall be set forth therein upon executing a contract.

4. Broker Compensation

Buyer acknowledges and understands that brokerage commissions are not set by law and are fully negotiable. Broker will not accept compensation on Buyer’s side of the transaction from any source that exceeds the amount agreed to herein or in any subsequent written representation agreement between Buyer and Broker.

Upon entering a contract to purchase a Shown Property, if the Seller is not offering compensation, the Buyer agrees to pay Broker 3% of the purchase price if and when the contract closes.

4A. If Buyer, (a) within _____ days (180 days if left blank) from the Effective Date and (b) without the representation by Broker and the Property Specialist identified above, enter a contract to purchase a Shown Property, Buyer agrees to pay Broker 3 % of the purchase price if and when the contract closes.

4B. If, within _____ days (180 days if left blank) from the Effective Date, Buyer decides to be represented by another real estate broker in connection with Buyer’s purchase of any Property of Interest identified during the Showing Period, Buyer agrees that Buyer shall offer the First Broker the right and option to represent Buyer on terms no less favorable to the Buyer than those offered in writing to the Buyer by any other broker.

6. Hazardous Conditions. Buyer acknowledges and agrees that (a) any property may contain obvious or latent conditions that could pose a risk of serious injury, (b) while visiting any property, Buyer and anyone accompanying Buyer will exercise due caution and care and (i) among other precautions not enter into any unlit or dimly lit rooms and be aware of steps, loose railings, uneven surfaces, and slippery or wet conditions, and (ii) avoid any conditions that may pose a risk of injury (including, but not limited to, the presence of pets or other animals), (c) the owner of the property may not carry homeowner's or other liability insurance, and (d) Buyer hereby releases, holds harmless, and indemnifies Broker, Property Specialist, and their respective employees, representatives, and assistants, from any personal injuries of any nature suffered by Buyer or anyone accompanying Buyer at any property.

7. Fair Housing. Broker and Property Specialist are (a) firmly committed to all federal, state, and local fair housing and equal opportunity laws, and (b) required by law to treat all parties fairly, without regard to race, color, religion, national origin, sex, sexual orientation, gender identity, disability, familial status, or any other class or status protected by law.

8. Entire Agreement / No Oral Modification / Signatures. This Agreement (a) reflects the entire agreement between Buyer and Broker regarding the Showing Services, (b) may be signed electronically and in counterparts, and (c) may only be modified in a writing signed by Buyer and Broker.

9. Properties and/or Areas, Towns, Subdivision(s) and Neighborhoods of interest, protected in this agreement:

Buyer 1 Signature _____ Date _____

Buyers Printed Names _____

Buyer 2 Signature _____ Date _____

Buyer's Cell Numbers _____

Buyer's emails _____

Ayers & Associates' Agent _____ Date _____

Agent Cell# _____ Agent email : _____

Other Important Information for Buyers

This information is included in and made a part of the Ayers & Associates Real Estate Disclosure Buyer Representation Agreement.

Ayers & Associates Real Estate hereby provides this statement to afford you as a customer, some information with which to make an informed decision on the purchase of property. This form is provided for your information to comply with State and Federal Law. You are not required to use our company as a condition to purchase property.

Fair Housing. Ayers & Associates Real Estate is firmly committed to all federal, state, and local fair housing and equal opportunity laws, and required by law to treat all parties fairly, without regard to race, color, religion, national origin, sex, sexual orientation, gender identity, disability, familial status, or any other class or status protected by law.

Property Taxes. You should not assume that the Seller's property taxes reflect the amount You will pay as the new owner. Before signing a Purchase Contract, You should contact the appropriate county Property Appraiser's office for post-closing tax information. The Buyer acknowledges that he/she has not relied on any verbal representations from the Seller, Broker or any of their Representatives with respect to the property tax assessment. The Buyer is responsible for making his/her own inquiries on any such matters with the appropriate County Property Appraiser's Office.

Insurance – Homeowners with Windstorm and Flood. You should not assume that the Seller's insurance premiums reflect the amount You will pay as the new owner. You should obtain insurance coverage/quotes during your due diligence period of your contract to purchase property. The Buyer acknowledges that he/she has not relied on any verbal representations from the Seller, Broker or any of their Representatives with respect to insurance costs. The Buyer is responsible for making his/her own inquiries on any such matters.

E-Mail Hacks and Fraudulent Wire Instructions. Criminals/hackers are targeting email accounts of various parties involved in real estate transactions (e.g., lawyers, title agents, real estate agents), which has led to fraudulent wiring instructions being used to divert funds. These **fraudulent emails** may look like legitimate emails. Broker strongly recommends that You and anyone else working on your transaction refrain from placing any sensitive personal or financial information in an email or attachment. **BEFORE You wire any funds to any party, You MUST personally call that party to confirm that the wire instructions are legitimate (i.e., confirm the ABA routing number or SWIFT code and account number) at a number that You personally obtain from independent sources that you know to be legitimate. DO NOT CALL THE NUMBER IN AN UNVERIFIED OR QUESTIONABLE EMAIL, WHICH MAY BELONG TO THE CRIMINAL HACKER.**

Audio/Video Surveillance. A Property you tour may have audio and/or video recording or listening devices on the premises, which may or may not be visible or readily apparent. You agree to be mindful of this possibility when You are touring Property.

Sexual Offenders. The Florida Department of Law Enforcement (FDLE) maintains a list of sexual offenders to enable the public to obtain information about these individuals and where they reside. If this is important to You contact FDLE at 1-888-357-7332 before entering a contract or visit <https://offender.fdle.state.fl.us/offender/sops/home.jsf>.

Property Conditions. A Property may contain conditions (including, but not limited to, the presence of latent conditions, pets, or other animals) that could pose a risk of serious injury. While touring Property, You and your guests should exercise due caution, do not enter into any unlit or dimly lit rooms, be aware of steps, uneven surfaces, and slippery or wet conditions. You release and hold the Broker Parties harmless from any claims of personal injury of any nature occurring on or about a property you are touring with Ayers & Associates Real Estate agents.

Property Information, Inspections and Surveys. The Broker recommends that You (a) obtain a property survey, (b) personally verify the zoning, square footage, building materials, and permitted uses, (c) obtain any inspections, including inspections of the condition, type, quality, and remaining useful life of the roof, structural, appliances, pool, plumbing, electrical, HVAC systems, termite, open permits, unpermitted improvements or repairs, and septic/water/sewage (hookups, source of service, and condition); (d) have your inspector verify prior to closing that any agreed repairs were properly made by an appropriately licensed person; and (e) personally perform a walkthrough inspection before closing. There are various sources of public information available (e.g., county Property Appraiser's website, local Zoning/Building Departments) to ascertain or verify information about a Property. Broker recommends that You personally review the Public Information as it may indicate a discrepancy with other information provided. If there are any discrepancies, Broker recommends that You investigate any discrepancy and/or consult with a lawyer, contractor, or other professional.

Service Providers. If the Broker Parties provide You with any names of various types of service providers (including, but not limited to, attorneys, title agents, engineers, contractors, home inspectors, and repairpersons) (a "Provider"), You agree (a) that the Broker Parties are not recommending or endorsing any such Provider or in any way warranting or guaranteeing the Provider's work, experience, licensure, or insurance, and (b) to release and hold the Broker Parties harmless from any claims or losses arising out of, or relating to, your use of any such Provider. The choice of any service provider rests solely with You.

Multiple Offers. When formulating an offer, Broker recommends that You consider that (a) multiple offers may be presented (including offers through other Ayers & Associates sales associates on behalf of other buyers), and (b) the Seller may not treat the existence or terms of your offer as confidential unless required to do so by law or contract.

Condominium, Cooperative, and Homeowners' Associations. If a Covered Property is governed by a condominium, cooperative, or homeowners' association ("Association"), it may be subject to a Buyer's Application and fee, restrictions and rules, and You may be required to pay maintenance and other recurring fees. Before entering a contract, You should personally contact the Association with any questions to help You determine its financial condition, rules, rental restrictions, pending or threatened litigation, capital reserves, or repairs or improvements that may result in an assessment. Florida law also contains a comprehensive set of statutory legal requirements applicable to condominium and cooperative buildings (including parking levels) that are 3 stories or more in height (a "Building") and 30 years of age (or 25 years if determined by local laws or regulations) that requires, among other things, (a) one or more structural inspections of the Building known as a "Milestone Inspection", and (b) a "Structural Integrity Reserve Study," which is a "study of the reserve funds required for future major repairs and replacement of the condominium property", that could lead to assessments or increased maintenance fees. The Broker Parties (i) recommend that You consult with an attorney and/or the Association if You have any questions, and (ii) do not guarantee the accuracy of any information provided to You that originated from the Seller, Association, or any third party.

Conveyances to Certain Foreign Buyers. Part III of Chapter 692, Florida Statutes (the "Act"), imposes limits, regulations, and restrictions relating to the direct or indirect purchase, sale, and ownership of certain types of real estate in certain geographical areas by buyers who are from, or associated with, a "foreign country of concern" – i.e., the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. The Broker Parties recommend that You consult with an attorney with any questions as violations of the Act can result in civil and criminal penalties. At or before closing, You will be required to sign an affidavit that complies with the Act.

Buyer (Initials) Buyer (Initials)

Ayers & Associates Real Estate Disclosure Buyer Representation Agreement continued

Seller's Disclosure Statement Florida Law requires Sellers to disclose to potential Buyers any known latent defects in their property. Ayers & Associates Real Estate recommends that each Buyer review the statements and conduct proper inspections to verify status of the property before closing.

Home Warranty Sellers and Buyers do hereby acknowledge that they have been advised of the advantages of purchasing a Home Warranty.

School Boundaries Buyer acknowledges that the County School Board has full decision-making powers to modify and/or change Public School boundaries at any time and that the boundaries are currently re-examined by the School Board on an annual basis. Buyer acknowledges that he/she has not relied on any verbal representations from the Seller, Broker or any of their representatives with respect to school boundaries. The Buyer is responsible for making his/her own inquiries on any such matters with the County.

Brokerage Fee A brokerage fee of \$295 will be collected at closing by Ayers & Associates Real Estate from Clients/Customers.

Deposits and Escrow Ayers & Associates Real Estate does not maintain an Escrow Account and your Escrow money will not be held by Ayers & Associates. All Escrow deposits must be placed with a Title Company or an Attorney. Please be aware that Attorneys and Title Companies are not regulated by Florida Statute 475 (Florida Real Estate License Law), Florida Statute 455 (Professional Regulation) and Chapter 61/2 (Florida Real Estate Commission Rules). Any disputes will require Mandatory Arbitration through a third-party Arbitrator. By signing this agreement, Seller and Buyer agree to Arbitration. The losing party of the Arbitration agrees to pay all legal fees of the prevailing party. In the event the parties agree to a division of escrowed monies, each party will be responsible for their own legal fees. Furthermore, all parties to this contract agree to hold Ayers & Associates Real Estate harmless from all liability and responsibility in connection with any dispute over escrowed funds.

Compensation of Providers and Vendors Buyer(s) and Seller(s) each assume full responsibility for selecting and compensating all vendors, professionals and providers of products and services.

Broker Relationship Ayers & Associates Real Estate is a Transaction Broker. The duties of the real estate licensee in this form of representation include: 1. Dealing honestly and fairly; 2. Accounting for all funds; 3. Using skill, care, and diligence in the transaction; 4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer; 5. Presenting all offers and counter offers in a timely manner, unless a party has previously directed the licensee otherwise in writing; 6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and 7. Any additional duties that are entered into by this or by separate written agreement.

Lead Based Paint Home(s) Built before 1978. (If yes, Lead Paint Disclosure & Lead Paint Pamphlet is required and has been received.)

Mold Buyer(s) are hereby advised that mold and/or other microscopic organisms may exist in the property and such microscopic organisms and/or mold may cause physical injuries, including but not limited to allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons

Defective Drywall There may be hazards associated with drywall imported from China (AKA Chinese Drywall or Defective Drywall) which may have been installed in various homes throughout Florida. Buyer(s) assumes responsibility to complete appropriate due diligence and professional inspection to determine if Chinese Drywall was used in the construction of this property.

Zoning Set Backs Buyer(s) are advised that zoning setbacks will affect where permanent structures can be placed on the property. An existing swimming pool, or other permanent structures, may violate set back(s). Information concerning setbacks easements and deed restrictions are available from zoning and planning at City Hall. A real property survey can provide additional information about property lines and specific dimensions of the land and structures.

Pinhole Leak Disclosure Pinhole leaks in copper plumbing affect property owners throughout the United States. To date, no definitive reason has been determined for the cause of the leaks, although it seems to affect some communities more than others. We recommend that you seek professional advice from a plumber or other appropriate professional.

Builder Referrals. The Broker Parties may refer You to builders or contractors ("Builder") to obtain a bid to build a home or to provide other contracting services. Except for certain communities that may require You to use a specific Builder, the final choice of any Builder rests solely with You, and You should compare qualifications and prices. Many Builders will pay a referral fee to real estate brokers, which is generally a percentage of the total cost of the construction contract. You should obtain any such details directly from the Builder before signing a Purchase Contract.

Buyer (Initials)

Buyer (Initials)

Ayers & Associates Real Estate Disclosure Buyer Representation Agreement continued

FIRPTA - Is your transaction subject to withholding? The Foreign Investment in Property Tax Act (FIRPTA). Among the many documents which are presented and processed during escrow is a certificate of non-foreign status. The reason for this document is to protect the buyer from liability for the IRS withholding tax which applies if the seller is a foreign person. If the Seller is a US Citizen or a US Resident, then FIRPTA does not apply. If the Seller is not a US Citizen or a US Resident, then the Escrow Agent is required to withhold up to 15% of the sale price at the closing. Although the taxable gain of a transaction is earned by and thus taxable to the foreign seller, the buyer is held liable for the tax if it is not paid by the foreign seller. For more information, please contact an Attorney or a Certified Public Accountant. This information is being provided to assist you in making an informed decision in the purchase/sale of residential real estate. This Notice is not intended to serve as a warranty on any statement included herein.

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Buyer Name Printed

Buyer Signature and Date Signed

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