



PREFERRED

A different kind of real estate company®

BUSINESS RELATIONSHIP AGREEMENT

b/w BROKER & BUYER

PRINT & GO

- ✓ Consumer Notice
- ✓ Business Relationship Agreement b/w Broker & Buyer
- ✓ RESPA Affiliated Business Arrangement Disclosure Statement
- ✓ Buyer Services Guarantee
- ✓ PHH Pre-Purchase Rate Protection Flyer
- ✓ PHH Helpful Mortgage Financing Tips Flyer
- ✓ PHH Quick Application (*Pre-Approval Form*)
- ✓ Social Security Authorization (*if PHH Quick Application is completed*)

Agents: In addition, don't forget to grab Business Relationship Promo & Hardcopy items for your client, located in your Branch Office Resource Room.

Business Relationship Promo & Hardcopy Packet Items:

- HomeBuyer Guide Book (*AA's re-order from deskshop.com/coldwellbanker*)
- First American Home Warranty Basic Buyer's/Seller's Coverage Brochure (*AA's re-order from First American Home Warranty*)



CONSUMER NOTICE

THIS IS NOT A CONTRACT

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Pennsylvania Law requires real estate brokers and salespersons (licensees) to advise consumers who are seeking to sell or purchase residential or commercial real estate or tenants who are seeking to lease residential or commercial real estate where the licensee is working on behalf of the tenant of the business relationships permitted by the Real Estate Licensing and Registration Act. **This notice must be provided to the consumer at the first contact where a substantive discussion about real estate occurs** unless an oral disclosure has been previously provided. If the oral disclosure was provided, this notice must be provided at the first meeting or the first time a property is shown to the consumer by the broker or salesperson.

Before you disclose any information to a licensee, be advised that unless you select an agency relationship the licensee is NOT REPRESENTING YOU. A business relationship of any kind will NOT be presumed but must be established between the consumer and the licensee.

Any licensee who provides you with real estate services owes you the following duties:

- Exercise reasonable professional skill and care which meets the practice standards required by the Act.
- Deal honestly and in good faith.
- Present, in a reasonably practicable period of time, all offers, counteroffers, notices, and communications to and from the parties in writing. The duty to present written offers and counteroffers may be waived if the waiver is in writing.
- Comply with Real Estate Seller Disclosure Act.
- Account for escrow and deposit funds.
- Disclose all conflicts of interest in a reasonably practicable period of time.
- Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
- Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
- Keep the consumer informed about the transaction and the tasks to be completed.
- Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.

A licensee may have the following business relationships with the consumer:

Seller Agency:

Seller agency is a relationship where the licensee, upon entering into a written agreement, works only for a seller/landlord. Seller's agents owe the additional duties of:

- Loyalty to the seller/landlord by acting in the seller's/landlord's best interest.
- Confidentiality, except that a licensee has a duty to reveal known material defects about the property.
- Making a continuous and good faith effort to find a buyer for the property, except while the property is subject to an existing agreement.
- Disclosure to other parties in the transaction that the licensee has been engaged as a seller's agent.

A seller's agent may compensate other brokers as subagents if the seller/landlord agrees in writing. Subagents have the same duties and obligations as the seller's agent. Seller's agents may also compensate buyer's agents and transaction licensees who do not have the same duties and obligations as seller's agents.

If you enter into a written agreement, the licensees in the real estate company owe you the additional duties identified above under seller agency. The exception is designated agency. See the designated agency section in this notice for more information.

Buyer Agency:

Buyer agency is a relationship where the licensee, upon entering into a written agreement, works only for the buyer/tenant. Buyer's agents owe the additional duties of:

- Loyalty to the buyer/tenant by acting in the buyer's/tenant's best interest.
- Confidentiality, except that a licensee is required to disclose known material defects about the property.
- Making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract.
- Disclosure to other parties in the transaction that the licensee has been engaged as a buyer's agent.

A buyer's agent may be paid fees, which may include a percentage of the purchase price, and, even if paid by the seller/landlord, will represent the interests of the buyer/tenant.

If you enter into a written agreement, the licensees in the real estate company owe you the additional duties identified above under buyer agency. The exception is designated agency. See the designated agency section in this notice for more information.

Dual Agency:

Dual agency is a relationship where the licensee acts as the agent for both the seller/landlord and the buyer/tenant in the same transaction with the written consent of all parties. Dual agents owe the additional duties of:

- Taking no action that is adverse or detrimental to either party's interest in the transaction.
- Unless otherwise agreed to in writing, making a continuous and good faith effort to find a buyer for the property and a property for the buyer, unless either are subject to an existing contract.
- Confidentiality, except that a licensee is required to disclose known material defects about the property.

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Designated Agency:

In designated agency, the employing broker may, with your consent, designate one or more licensees from the real estate company to represent you. Other licensees in the company may represent another party and shall not be provided with any confidential information. The designated agent(s) shall have the duties as listed above under seller agency and buyer agency.

In designated agency, the employing broker will be a dual agent and have the additional duties of:

- Taking reasonable care to protect any confidential information disclosed to the licensee.
- Taking responsibility to direct and supervise the business activities of the licensees who represent the seller and buyer while taking no action that is adverse or detrimental to either party's interest in the transaction.

The designation may take place at the time that the parties enter into a written agreement, but may occur at a later time. Regardless of when the designation takes place, the employing broker is responsible for ensuring that confidential information is not disclosed.

Transaction Licensee:

A transaction licensee is a broker or salesperson who provides communication or document preparation services or performs other acts for which a license is required **WITHOUT being the agent or advocate** for either the seller/landlord or the buyer/tenant. Upon signing a written agreement or disclosure statement, a transaction licensee has the additional duty of limited confidentiality in that the following information may not be disclosed:

- The seller/landlord will accept a price less than the asking/listing price.
- The buyer/tenant will pay a price greater than the price submitted in a written offer.
- The seller/landlord or buyer/tenant will agree to financing terms other than those offered.

Other information deemed confidential by the consumer shall not be provided to the transaction licensee.

OTHER INFORMATION ABOUT REAL ESTATE TRANSACTIONS

The following are negotiable and shall be addressed in an agreement/disclosure statement with the licensee:

- The duration of the employment, listing agreement or contract.
- The fees or commissions.
- The scope of the activities or practices.
- The broker's cooperation with other brokers, including the sharing of fees.

Any sales agreement must contain the zoning classification of a property except in cases where the property is zoned solely or primarily to permit single family dwellings.

A Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: _____

| | | |
|--|--------------------------------|--------------------------------|
| | _____ | _____ |
| | Print (Consumer) | Print (Consumer) |
| | _____ | _____ |
| | Signed (Consumer) | Signed (Consumer) |
| | _____ | _____ |
| | Address (optional) | Address (optional) |
| | _____ | _____ |
| | Phone Number (optional) | Phone Number (optional) |

I certify that I have provided this document to the above consumer.

Date: _____

Print (Licensee)

Signed (Licensee)

Adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

This contract is for use by Coldwell Banker Preferred. Use by any other party is illegal and voids the contract.



BUSINESS RELATIONSHIP BETWEEN BROKER AND BUYER

BR

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

1 BROKER (Company) COLDWELL BANKER PREFERRED

2 LICENSEE(S) _____

3 Note: The terms "buyer," "seller," and "buy" also will be construed to mean "tenant," "landlord," and "rent," respectively, throughout this agreement.

BUSINESS RELATIONSHIP AS DESCRIBED IN THE CONSUMER NOTICE

4 Does Buyer have a business relationship with another broker? Yes No

5 If yes, explain: _____

6 Broker and Buyer agree to the following business relationship as allowed by Broker's Company policy:

- 7 SELLER AGENT** (for properties listed with Broker)/**SUBAGENT FOR SELLER** (for properties listed with other companies).
- 8 TRANSACTION LICENSEE** (for properties not listed with Broker; however, if property is listed under an agency contract with Broker, Broker is a Seller's Agent).
- 9 BUYER AGENT** (for properties listed with Broker and other companies, and for properties not listed with any broker) Broker will be Buyer's Agent under the terms agreed to in the Buyer Agency Contract below.

EXCLUSIVE BUYER AGENCY CONTRACT

1. TERM

- (A)** No Association of REALTORS® has set or recommended the term of this contract. Broker and Buyer have discussed and agreed upon the length or term of this Contract.
- (B)** **This Contract applies to any property that Buyer chooses to buy during the term of this Contract. Buyer will not enter into a Buyer Agency Contract with another broker/licensee that begins before the Ending Date of this Contract.**
Starting Date: This Contract starts when signed by Buyer and Broker, unless otherwise stated here: _____

Ending Date: This Contract ends _____

- (C)** If Buyer is negotiating or has entered into an Agreement of Sale, this Contract ends upon settlement.
- (D)** If Buyer is negotiating or has signed a lease, this Contract ends upon possession.

2. BROKER'S FEE No Association of REALTORS® has set or recommended the Broker's fee. Broker and Buyer have negotiated the fee Broker will receive for performing real estate services for Buyer.

- (A)** It is Broker's policy to accept compensation offered by the listing broker and/or the seller. Broker may be paid a fee that is a percentage of the purchase price (or in the case of a lease, a percentage of the total amount of rent due over the term of the lease). Even though Broker's Fee, or a portion of it, may be paid by a seller or listing broker, Broker will continue to represent the interests of Buyer.
- (B)** 1. If the amount received in paragraph 2(A) from a **listing broker** is less than 3% *, then Buyer will pay Broker the difference or include it as a term in the Agreement of Sale for the seller to pay.
- 2. If the amount received in paragraph 2(A) from a **seller not represented by a broker** is less than 3%, then Buyer will pay Broker the difference or include it as a term in the Agreement of Sale for the seller to pay.
- (C)** In addition to any amounts paid to Broker in subparagraphs 2(A) and/or 2(B), Buyer will pay Broker an additional amount of \$325 as part of Broker's fee.
- (D)** 1. **Broker's Fee is earned if Buyer enters into a sale or lease agreement during the term of this Contract, whether brought about by Broker, Broker's agents or by any other person, including Buyer.**
- 2. If Buyer enters into a sale/lease agreement for a property after the Ending Date of this Contract, Buyer will pay Broker's Fee:
 - (a)** if the sale/lease is a result of Broker's actions during the term of this Contract, OR
 - (b)** if the property was seen during the term of this Contract, AND
 - (c)** Buyer is not under an exclusive buyer agency contract with another broker at the time Buyer enters into a sale/lease agreement.

3. DUAL AGENCY Buyer agrees that Broker may also represent the seller of the property that Buyer might buy. The Broker is a DUAL AGENCY when representing both the seller and the buyer in the sale of a property.

4. DESIGNATED AGENCY

- Not Applicable.**
- Applicable.** Broker may designate licensees to represent the separate interests of Buyer and the seller. Licensee (identified above) is the Designated Agent, who will act exclusively as the Buyer Agent. If Licensee is also the Seller Agent, then Licensee is a DUAL AGENCY.

5. CONFLICT OF INTEREST A *conflict of interest* is when Broker or Licensee has financial or personal interest in the property where Broker or Licensee cannot put Buyer's interest before any other. If Broker, or any of Broker's licensees, has a *conflict of interest*, Broker will notify Buyer in a timely manner.

Buyer Initials: _____

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Broker/Licensee Initials: _____



Pennsylvania Association of REALTORS®
The Voice for Real Estate® in Pennsylvania

This contract is for use by Coldwell Banker Preferred. Use by any other party is illegal and voids the contract.

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3/06



| | | |
|-----|---|-----|
| 56 | 6. BROKER'S RELATIONSHIP WITH SELLER | 56 |
| 57 | (A) Buyer understands that, if Broker is also working as a Seller Agent/Subagent for Seller or Transaction Licensee, Broker may receive a fee from the seller. As a Seller Agent/Subagent for Seller or a Transaction Licensee, Broker may not charge any fee to Buyer without a signed written agreement. | 57 |
| 58 | | 58 |
| 59 | | 59 |
| 60 | (B) Broker may provide services to a seller for which Broker may accept a fee. Such services may include, but are not limited to, listing property for sale; deed/document preparation; ordering certifications required for closing; financial services; title transfer and preparation services; ordering insurance, construction, repair, or inspection services. Broker will disclose to Buyer if any fees are to be paid by the seller. | 60 |
| 61 | | 61 |
| 62 | | 62 |
| 63 | | 63 |
| 64 | 7. OTHER BUYERS Licensee may show or present the same properties to other buyers. | 64 |
| 65 | 8. TRANSFER OF THIS CONTRACT Buyer agrees that Broker may transfer this Contract to another broker. Broker will notify Buyer immediately in writing if Broker transfers this Contract to another broker. | 65 |
| 66 | | 66 |
| 67 | 9. CONFIDENTIALITY Buyer understands that sellers or sellers' representatives might not treat the existence, terms or conditions of any offer as confidential unless there is a confidentiality agreement between Buyer and the seller. | 67 |
| 68 | | 68 |
| 69 | 10. DEPOSIT MONEY | 69 |
| 70 | (A) Broker will keep (or will give to the listing broker, who will keep) all deposit monies that Broker/Licensee receives in an escrow account as required by the real estate licensing laws and regulations until the sale is completed or the agreement of sale is ended. Buyer agrees that Broker may wait to deposit any uncashed check that is received as deposit money until Buyer's offer has been accepted. | 70 |
| 71 | | 71 |
| 72 | | 72 |
| 73 | (B) If an agreement of sale is ended and there is a dispute over whether the buyer or seller should get the deposit monies, a broker is not legally permitted to decide which party should get the deposit monies. A broker holding the deposit monies is required by the Rules and Regulations of the State Real Estate Commission to retain the monies in escrow until the dispute is resolved by the parties. If a lawsuit is filed, a broker will distribute the monies according to the terms of a final order of court or a written agreement of the parties. If Buyer joins Broker or Licensee in a lawsuit for the return of deposit monies, Buyer will pay Broker's and Licensee's attorneys' fees and costs. | 73 |
| 74 | | 74 |
| 75 | | 75 |
| 76 | | 76 |
| 77 | | 77 |
| 78 | | 78 |
| 79 | 11. BUYER INSPECTIONS | 79 |
| 80 | (A) Unless Buyer and the seller agree otherwise, real estate is sold in its present condition. It is Buyer's responsibility to determine whether the condition of the property is satisfactory. Buyer may request that the property be inspected, at Buyer's expense, by qualified professionals to determine the condition of the structure or its components. Areas of concern may include, but are not limited to: electrical; plumbing; heating, ventilating and air conditioning; appliances and fixtures; water infiltration; basement; roof; boundaries; asbestos, mold and indoor air quality, carbon monoxide, radon, and environmental hazards or substances; wood-destroying insect infestation; on-site water service and/or sewage system; and lead-based paint. Buyer's request for any inspection should be made to Broker before entering into an Agreement of Sale or lease. | 80 |
| 81 | | 81 |
| 82 | | 82 |
| 83 | | 83 |
| 84 | | 84 |
| 85 | | 85 |
| 86 | | 86 |
| 87 | (B) Buyer is advised that information regarding properties considered for purchase by Buyer has been provided by the seller or seller's broker. Such information may include, but is not limited to, the information on the Seller's Property Disclosure Statement, including environmental conditions; MLS information, including information regarding restrictions, taxes, assessments, association fees, zoning restrictions, dimensions, boundaries (if identified); and marketing information. Unless otherwise noted, Broker has not verified the accuracy of this information, and Buyer is advised to investigate its accuracy. | 87 |
| 88 | | 88 |
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| 91 | | 91 |
| 92 | 12. OTHER *Coldwell Banker Preferred will accept commission and or bonuses as offered through the MLS as compensation in full if commission is equal to or greater than 2.5% | 92 |
| 93 | | 93 |
| 94 | | 94 |
| 95 | Buyer has read and received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and the Notices to Buyers in this agreement. Pennsylvania law requires that a business relationship between Broker and Buyer be in writing. | 95 |
| 96 | | 96 |
| 97 | | 97 |
| 98 | This is the entire agreement between Broker and Buyer. Any verbal or written agreements that were made before are not a part of this agreement. Any changes or additions to this agreement must be in writing and signed by the Broker and Buyer. Return by facsimile (FAX) transmission constitutes acceptance of this agreement. | 98 |
| 99 | | 99 |
| 100 | | 100 |
| 101 | NOTICE BEFORE SIGNING: IF BUYER HAS LEGAL QUESTIONS, BUYER IS ADVISED TO CONSULT AN ATTORNEY. | 101 |
| 102 | Buyer gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed below. | 102 |
| 103 | | 103 |
| 104 | BUYER'S MAILING ADDRESS: _____ | 104 |
| 105 | | 105 |
| 106 | PHONE: _____ FAX: _____ E-MAIL: _____ | 106 |
| 107 | BUYER _____ DATE _____ | 107 |
| 108 | BUYER _____ DATE _____ | 108 |
| 109 | BUYER _____ DATE _____ | 109 |
| 110 | BROKER (Company Name) _____ COLDWELL BANKER PREFERRED | 110 |
| 111 | ACCEPTED BY _____ DATE _____ | 111 |

NOTICES TO BUYERS

CIVIL RIGHTS ACTS Federal and state laws make it illegal for a seller, broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale or rental of property.

EXPERTISE OF REAL ESTATE AGENTS Pennsylvania real estate agents are required to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose adverse factors about a property that are reasonably apparent to someone with expertise in the marketing of real property.

- (A) If Buyer wants information regarding specific conditions or components of the property which are outside the Agent's expertise, Buyer is encouraged to seek the advice of an appropriate professional.
- (B) If Buyer wants financial, legal, or any other advice, Buyer is encouraged to seek the services of an accountant, lawyer, or other appropriate professional.

NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. §9791 et seq.) providing for community notification of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.



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RESPA AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

(To be presented to Buyers and Sellers and signed upon commencing relationship with Coldwell Banker Preferred, but in no event later than referral of Buyers to the Coldwell Banker Preferred Affiliated Companies)

| |
|---|
| Buyer (s): |
| Subject Property: to be determined |
| Seller(s): |
| Subject Property: |
| Date: |

Pursuant to the Real Estate Settlement & Procedures Act and the regulations adopted pursuant to that statute, Coldwell Banker Preferred hereby makes the following disclosures:

In order to facilitate your transaction, Coldwell Banker Preferred has established certain affiliated or related companies or business relationships in the area of mortgage lending, title insurance and homeowner’s warranty protection (the “*Affiliated Companies*”). You are **NOT** required to use the listed providers as a condition for settlement of your loan or repurchase, sale or refinancing of the subject property. **There are frequently other settlement service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.**

Set forth below are the Affiliated Companies, a brief description of the services provided and the estimated charge or range of charges for the settlement service listed:

A. Title Insurance and Settlement Services:

American Liberty Abstract, LP

American Liberty Abstract, LP is a full service title, settlement and title insurance agency representing buyers, sellers and borrowers in connection with the purchase, sale or refinancing of real estate. Coldwell Banker Preferred has a business relationship with American Liberty Abstract, LP. The nature of that relationship is that some or all of the shareholders of Coldwell Banker Preferred are shareholders of Philadelphia Preferred Real Estate, Inc. Philadelphia Preferred Real Estate, Inc. is a limited partner of American Liberty Abstract, LP, owning a majority of the partnership interests in American Liberty Abstract, LP. Therefore, the shareholders of Coldwell Banker Preferred may receive a financial or other benefit based on this relationship with American Liberty Abstract, LP.

Land Services USA, Inc.

Land Services USA, Inc. is a full service title, settlement and title insurance agency representing buyers, sellers and borrowers in connection with the purchase, sale or refinancing of real estate. Coldwell Banker Preferred has a business relationship with Land Services USA, Inc. The nature of that relationship is that Coldwell Banker Preferred and Land Services USA, Inc. are parties to a Consulting and Marketing Agreement and that by virtue of this relationship, Coldwell Banker Preferred may receive a financial or other benefit.





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American Liberty Abstract, LP's and Land Services USA Inc.'s estimated charges or range of charges for arranging and providing the services set forth below include:

| <u>Service</u> | <u>Amount or Range</u> | |
|--|---|----------|
| Title Insurance Services, Abstract or Title Search | \$ _____ | \$ _____ |
| | Basic | Reissue |
| Title Examination | | |
| Title Insurance Binder | | |
| Title Insurance | (Amount varies with price of housing and Cost of Underwriter's product) | |
| Closing Service Letter | \$35 | |
| Title Insurance Endorsements | \$50 - \$250 | |
| Notary Fees | \$30 - \$50* | |
| Recording Costs | \$75 - \$350* | |
| Incoming/Outgoing Wire Fees | \$20 per wire* | |
| Overnight Delivery | \$15.50 - \$20* | |
| Email Delivery of Lender Documents | \$15 - \$50 (if applicable) | |

***These fees may apply to both Buyer and Seller**

B. Financing Services / Mortgage Broker- PHH Preferred Mortgage, LLC

PHH Preferred Mortgage, LLC is a full service mortgage brokerage company. Coldwell Banker Preferred has a business relationship with PHH Preferred Mortgage, LLC. The nature of that relationship is that Coldwell Banker Preferred is a member of PHH Preferred Mortgage, LLC and therefore has a financial interest in the performance of PHH Preferred Mortgage, LLC.

Depending upon the type of mortgage sought, the interest rate, and the points to be paid, the following is an estimate of possible charges, depending upon the mortgage program selected:

| | |
|------------------------|-----------------------------|
| Application fees | \$500 |
| Credit Report | \$45 - \$55 |
| Loan discount points | 0% to 2% of the Loan Amount |
| Loan origination fee | 0% to 1% of the Loan Amount |
| Appraisal | \$435 - \$500 |
| Document review | \$75 - \$100 |
| Tax service fee | \$98 - \$110 |
| Flood insurance search | \$19.50 - \$30 |

The loan discount fee may fluctuate on a daily basis based on market demand and the type of loan selected and approved. If you desire additional information, please consult with a PHH Preferred Mortgage, LLC representative.

Certain charges will be imposed by your lender and paid to non-affiliated service providers. Such charges will vary according to the circumstances of your loan, the value of the property and other factors. Such charges will be disclosed and explained to you by PHH Preferred Mortgage, LLC.



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A lender is allowed to require the use of an attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interest.

C. Homeowners' Warranty Plan- First American Home Buyers Protection Corp.

You may protect what may be your biggest investment with the purchase of a home warranty service contract. Home warranty contracts vary slightly in cost and type of coverage offered. Coldwell Banker Preferred acts as agent for First American Home Buyers Protection Corp. The First American Home Buyers Protection Plan **starts at \$399.00 before optional coverage (with a \$55.00 deductible)** and is to be paid at closing. The fee includes the full amount of fees due and payable to First American Home Buyers Protection Corp. for Plan administration and provision of services as well as reimbursement to Coldwell Banker Preferred based on an estimate of the expenses incurred in promoting, selling, processing and advertising the Plan. Buyer acknowledges that Buyer has read and received the First American Home Buyers Protection Plan information, and Buyer hereby acknowledges receipt of the home warranty brochure.

D. Homeowner's insurance. Your mortgage company will require that you purchase a homeowner's policy. Homeowner's insurance covers the structure and contents of your home. Cost varies according to the value of the property and contents covered. Coldwell Banker Preferred has a business relationship with several insurance companies who pay a fee to Coldwell Banker Preferred to cover the administrative costs of maintaining that relationship. Coldwell Banker Preferred has no ownership interest in any insurance company.

E. Professional Movers. You may require the services of a professional moving company. Costs will vary according to the weight of your household goods and the distance you are moving. Coldwell Banker Preferred has a business relationship with several moving companies who pay a fee to Coldwell Banker Preferred to cover the administrative costs of the relationship. Coldwell Banker Preferred has no ownership interest in any moving company.

ACKNOWLEDGMENT

I/we have read this disclosure statement and understand that Coldwell Banker Preferred has referred me/us to purchase the above-described settlement services and may receive a financial or other benefit as a result of this referral.

Buyer Date

Buyer Date

As the Seller of a property listed with Coldwell Banker Preferred, I acknowledge by my signature below, that I have received and reviewed this RESPA Affiliated Business Arrangement Disclosure Statement.

Seller Date

Seller Date



BUYER SERVICES GUARANTEE

Buyer(s) _____
 Buyer(s) Address _____
 Phone: Home _____ Office _____ Mobile _____
 E-Mail _____

This **Coldwell Banker Buyer Services Guarantee** is the commitment that **Coldwell Banker** _____ *and your Coldwell Banker Sales Associate* _____ *will perform the services stated below as part of your representation agreement.*

CUSTOMER SERVICE

Property Previews

Based on your own criteria and needs, we will preview targeted properties in a timely and diligent way. I will do this both on the Internet, as well as by personally viewing properties myself, in order to help you make a decision in the quickest way possible.

Home Showings

Once we fully understand your homebuyer requirements, we will focus our attention to showing you those homes on the market that are in the right location and at the right price.

Personal and Timely Response

We will return your phone call or e-mail within 24 hours or less and provide you with a weekly update on your search for a property

FINANCING

Financing Pre-Approval

We will offer to arrange a pre-qualification or pre-approval appointment with a reputable lender to identify your range of affordability and to increase your negotiating strength.

Estimate of Closing Costs and Funds Required

We will provide you with a preliminary estimate of closing costs and down-payment requirement anticipated in the transaction.

Good-Faith Estimate From Lender

You will benefit from our experience in working with financial institutions to expedite your getting a prompt good-faith estimate from a lender.

COUNSELING SERVICES

Coldwell Banker HomeBuyer Guidebook

We will provide you with a copy of our HomeBuyer Guidebook and explain how you can use it as a road map through the home-buying process.

Buyer Counseling Session

We will conduct a buyer counseling session to discuss your needs and goals and to plan the search for your property

Buyer Representation

We will discuss in detail the nature of your buyer representation choices as well as other issues and alternatives. We will also present and explain to you the representation agreement and the special services and benefits it offers.

Home Evaluation

We will discuss the positive and negative features of a property that may affect its value and future resale.

CONTRACT GUIDANCE

Property Disclosure

We will review with you all inspection reports and other documents pertaining to the condition of the property and disclose all physical defects of the property that are known to us.

Review of Written Seller Disclosure

We will thoroughly review with you the seller's written disclosure statement to enable you to accept or specify the remedy for each fault disclosed. Remedies for any disclosed faults should be addressed in the offer to purchase.

Coldwell Banker Home Protection Plan

We will explain to you the option of a home protection plan to reduce your risk of repair after purchasing a property

Home Inspections

We will recommend that you obtain professional building and termite inspections and provide you with the names of reputable inspectors.

Home Inspection Remedies

We will work with you to request the seller to remedy the items you specify after your review of the building and termite inspection reports as your offer to purchase specifies.

TRANSACTION ASSISTANCE

Negotiation Strategy

We will prepare a negotiation strategy for the property you have selected, including a written Competitive Market Analysis and advice on the initial price and terms to offer where permitted.

Offer Presentation

If you wish, we will request to present the offer to purchase directly to the seller in the presence of the listing agent.

Pre-Settlement Inspection

We will accompany you on a thorough walk-through of the property (if one is provided for in the sales contract) before closing, and we will assist you in dealing with any problems discovered during the walk-through.

Closing the Sale

We will monitor and inform you of the progress of the purchase agreement, including the satisfaction of all contingencies and conditions during the entire transaction.

After the Sale

We will contact you immediately after the closing to follow up on remaining details or service needs.

INTERNET SERVICES

coldwellbanker.com - Personal Retriever®

We will help you register for our Personal Retriever, a unique online feature of our award-winning Web site that provides you with e-mail notification of new **Coldwell Banker** listings that meet your specific requirements.

Should Coldwell Banker not perform the services as stated above, you are entitled to terminate the representation agreement. Please keep in mind that state and local regulations and practices may restrict some services. Written termination must be presented by you in person to the Office Manager. You also agree to provide Coldwell Banker with an opportunity to correct the situation within a 24-hour period following the delivery of the termination notice. If the representation agreement with you is terminated, the termination provisions of the representation agreement shall apply

Buyer _____ Date _____
 Buyer _____ Date _____
 Sales Associate _____ Date _____





Pre- Purchase Rate Protection: If rates go up, you win. If rates go down, you win.

Get a cap if rates rise. And if they don't, you can take advantage of a one-time "float down."*

You can't predict where rates will be once you've found a home. Ask for Pre-Purchase Rate Protection, and you won't have to.

When you get pre-approved for a mortgage on a new home, the actual interest rate you pay on the loan cannot be determined until you find a property. With market fluctuations, a lot can happen to interest rates between the time you're pre-approved and the time you lock your rate. If interest rates go up enough, it can even keep you from getting the home you want.

Our Four to the Door mortgage program gives you an effective way to limit risk.

At the start of our simple four-step process, just tell your mortgage representative you want Pre-Purchase Rate protection. Depending on where interest rates are, your rate will be capped at a certain level—and whatever happens to rates, you won't pay more than that cap. On the other hand, if rates go down in the meantime you can still benefit: we offer you a one-time "float-down"—an opportunity to lock in a lower rate before closing.*

So whichever way interest rates go, you're protected. With our same-day loan decision and on-time closing guarantees, you can be sure you're getting the right mortgage, too.** No one works harder or does more to put you in the house you want.

Call now for Pre-Purchase Rate Protection.

Ask for it as you're talking with your Mortgage Advisor about pre-approval. And call now, because the sooner you do, the sooner you're protected.

For more information please contact Conshohocken, Blue Bell, Wayne, & Exton Mortgage Advisors:

Monica Palatano (610)637-1155 and Susan Connolly (610)937-9955

Philadelphia Mortgage Advisors:

Kelly Donovan (215)983-9444 and Christina Zulueta (215)605-2759

Media & Delaware Mortgage Advisor:

Jim Kernan (267)312-7229

Four to the doorSM
The four-step mortgage program[†]



Mortgage loans are subject to qualification, receipt of satisfactory appraisal and verification of income, assets and debt information provided by the customer. Approved conventional, purchase loans only. Closing date to be mutually agreed upon between customer and bank, and customer must provide all required documentation. Timely for payment under guarantee is required. PHH mortgage Corporation f/k/a Candant Mortgage Corporation, 300 Leadenhall Road, Mt. Laurel NJ 08054. Candant is a registered trademark to Candant Mortgage Corporation. Equal Housing Law.



Helpful Mortgage Financing Tips

1. Always retain all of the pages of your financial statements, even if they are provided for you online by the financial institution.

Online statements will not be valid unless they contain the following:

- a. Customer/Account Holder name and address
 - b. Name of the financial institution
 - c. Statement Date
 - d. A full or truncated number matching the one provided by the customer
2. Do not deposit gift funds or other large amounts without first discussing the proper procedures with your PHH Preferred Mortgage FSR
 3. Always retain a copy of any check provided for deposits of earnest money, and check with your mortgage representative as to whether or not you will need to provide bank verification that any certified checks came from your own funds.
 4. Make your mortgage representative aware of any 401K or other loans, which may not appear on your credit report.
 5. Do not make purchases that promise "no interest, no payments until . . ." If no payment appears on the credit report, and it cannot be verified, the lender will use 5% of the total as a monthly payment for approval purposes. This amounts to \$600.00 per month on a furniture purchase of \$12,000!
 6. Avoid excessive credit inquiries, as your score can be adversely affected.
 7. Do not begin closing and/or paying off revolving credit card accounts, whether you use them or not. Closing accounts with zero balances can adversely affect your credit score by decreasing the overall percentage of available credit. Paying down existing balances could use up cash that may be necessary for settlement costs. The lender will use only the minimum payment due for approval purposes, usually 2% of the balance, therefore paying \$2,000 against a credit card balance may only lower your monthly liability by \$40 per month.
 8. Do not begin moving your money from one account to another. The "paper trail" required to trace the source of funds can become difficult when one statement shows the funds as withdrawn, but there is not yet another statement showing the funds as deposited.
 9. If you have any questions, please call one of our [Financial Service Representatives](#):

| | | | |
|-----------------|----------------|-------------------|----------------|
| Monica Palatano | (610) 637-1155 | Susan Connelly | (610) 937-9955 |
| Kelly Donovan | (215) 983-9444 | Christina Zulueta | (215) 605-2759 |
| Jim Kernan | (267) 312-7229 | | |



Quick Application

PHH Preferred Mortgage. Financial Service Representative, Monica Palatano
Fax 215.646.3285 Cell 610.637.1155 Email Monica.palatano@mortgagefamily.com

Purchase Price: _____ Down Payment: _____
Occupancy: Primary ____ Secondary ____ Investment ____
Property Type: Single Family ____ Condo ____ Townhouse ____ Multi-unit: _____
Homeowners Association Fee: _____ Taxes: _____

BORROWERS INFORMATION (2yr History)

Name: _____
Soc. Sec. #: _____
Date Of Birth: _____
Marital Status: _____
Dependents Ages: _____
Home phone #: _____
Cell phone#: _____
Email: _____
Address: _____
City, State, Zip: _____
Own/Rent: _____ No. Yrs: _____
Market Value of Home: _____
Will you be selling: Y / N

CO-BORROWERS INFORMATION (2yr History)

Name: _____
Soc. Sec. #: _____
Date Of Birth: _____
Marital Status: _____
Dependents Ages: _____
Home phone #: _____
Cell phone#: _____
Email: _____
Address: _____
City, State, Zip: _____
Own/Rent: _____ No. Yrs: _____
Market Value of Home: _____
Will you be selling: Y / N

EMPLOYMENT HISTORY

(Need 2 Yr History)

Employer: _____
Address: _____
City, State, Zip: _____
Phone: _____
Job Title: _____
Start Date: _____ Self-Employed: Y / N
Gross Monthly Income: _____
Salary: _____ Commission: _____
Hourly Rate: _____ Hrs wk: _____
Other: _____

Employer: _____
Address: _____
City, State, Zip: _____
Phone: _____
Job Title: _____
Start Date: _____ Self-Employed: Y / N
Gross Monthly Income: _____
Salary: _____ Commission: _____
Hourly Rate: _____ Hrs wk: _____
Other: _____

ASSET INFORMATION

Checking Account:
Bank Name: _____
Avg. Balance: _____
Savings Account: Bank Name: _____
Avg. Balance: _____
Investments: Bank Name: _____
Avg. Balance: _____
Retirement:
Bank Name: _____
Avg. Balance: _____

Checking Account: Bank
Name: _____
Avg. Balance: _____
Savings Account: Bank Name: _____
Avg. Balance: _____
Investments: Bank Name: _____
Avg. Balance: _____
Retirement:
Bank Name: _____
Avg. Balance: _____

Please Sign to Authorize Release of Credit Information:

Borrower: _____ Co-Borrower: _____

SOCIAL SECURITY NUMBER AUTHORIZATION

SSA

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

1 **CONSUMER NAME** _____

2 **CONSUMER ADDRESS** _____

3 **CONSUMER SOCIAL SECURITY NUMBER** _____

4 **CONSUMER DATE OF BIRTH** _____

5

6 **BROKER** _____ **COLDWELL BANKER PREFERRED**

7

8 **A separate authorization form must be completed for each consumer involved in a real estate transaction.**

9

10 I agree that Broker(s), his/her agent(s) and/or employee(s) may provide my social security number to lenders, title agencies, credit
11 reporting companies, or others as necessary for obtaining reports or information from a credit reporting agency, determining the exist-
12 tence of domestic liens, obtaining a criminal background report (for prospective tenants only), ordering a mortgage payoff or for
13 purposes of satisfying requirements of the Patriot Act.

14

15 **CONSUMER UNDERSTANDS THAT BROKER HAS NO CONTROL OVER THE USE OF ANY INFORMATION AFTER**
16 **IT IS DISCLOSED TO A THIRD PARTY. CONSUMER AGREES TO RELEASE AND HOLD BROKER HARMLESS FROM**
17 **ANY AND ALL LIABILITY FOR ANY MISUSE OR SUBSEQUENT DISCLOSURE BY ANY THIRD PARTY OF THE**
18 **INFORMATION OR REPORTS DISCLOSED BY BROKER PURSUANT TO THE TERMS OF THIS AUTHORIZATION.**

19

20 **Consumer's signature serves as an acknowledgement of receipt of a copy of this authorization.**

21

22 **WITNESS** _____ **CONSUMER** _____ **DATE** _____



Pennsylvania Association of REALTORS®

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12/06



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12/06

