

ATTENTION ALL CUSTOMERS:

FSBO POLICY - AGREEMENT AND RELEASE 2010

PHOTOS - CREVIER-KENT, INC. Trading as For Sale By Owner Services (FSBO Services) for and in consideration of payment agrees to publish the enclosed advertisement with/without photographs. FSBO Services accepts 35 mm pictures and digital - no panoramic or polaroid or color printer pictures. **ALL photos provided to FSBO should be labeled.**

ADVERTISEMENT PLACEMENT AND CHARGES - All Sales and Services are Final upon ad/order placement (the day you call to place the ad/order with FSBO Services). FSBO Services offers **NO REFUNDS** for any services enlisted (**NO Exceptions**) regardless of how the order is placed, when the property is sold or when the ad is cancelled. Some packages include changes and others do not – for those that do not – changes are \$15 each. Price changes are always free. All changes or cancellations **MUST** be faxed or e-mailed - call to confirm receipt of fax. There will be a \$35 returned check fee or rejected credit card charge. All Ad Renewals are subject to all of the terms on this agreement without regard to method in which renewal was made. FSBO Services reserves the right to accept or reject any ad placement. FSBO advertisement rates are subject to change as are printing frequency/sizes. These Terms are Binding With or Without Signature & may be found on www.gotofsbo.com.

UNDER CONTRACT/SOLDS: IMPORTANT: Seller understands and agrees to provide FSBO Services with Buyer's Name, Closing Date and Where Closing within 12 hours of contract ratification. Failure to do so can cause FSBO to incur a \$500 - \$1000 fine which will be forwarded to the Seller.

LATE PAYMENT/COLLECTION COSTS & FSBO RIGHTS - There is a 20% late fee on the amount past due (but at least \$100). All renewals are subject to these terms without regard to method in which renewal was made. Publisher reserves the right to redesign the layout and ad sizes at any time.

ERRORS IN MAGAZINE - Due care and diligence are used in checking advertising copy for accuracy, but **NO warranty** is given. FSBO Services **will not** be responsible or liable for misinformation, misprints, typographical errors, etc., herein contained. Seller agrees to indemnify and hold harmless the publishers of FSBO Services for any damages which may be suffered in the event information regarding said real estate are found, by judicial authority, to be in any way incorrect. If FSBO Services publishes a wrong phone number in the print magazine, they will offer one free issue to compensate. Under no circumstance is this contract subject for refund due to any error or omission.

INTERNET - **ALL photos should be labeled.** Only send photos you want FSBO to use. All Internet/Internet slide shows will be up and running generally within 24-48 hours. Please verify you are up and running. Cancellation from the web **MUST** be in writing by fax, e-mail or mail – call to confirm we received request. Price changes are free. Some packages include unlimited changes – others do not – changes are \$15.00 per change. Limited Web Sites Available for MD/DC. For Sale By Owner Services only has control of www.gotofsbo.com and will not be held liable for other sites. www.gotofsbo.com (local); www.homesbyowner.com (national). Slide shows are on www.gotofsbo.com

HOME WARRANTY - Seller needs to inform FSBO Services when they have a buyer so the invoice can be sent to the closing company. ****IMPORTANT:** The purchase of the home warranty contract is not mandatory and may be waived. HOWEVER, once the application is made it becomes binding and not subject to waiver or rescission. The balance of the warranty is paid at closing.

MRIS/MLS - **IMPORTANT:** Seller agrees they will pay a 3% commission to the agent bringing in the buyer. If the Seller and/or Buyer and/or Selling/Buyer's Agent agree to any other percentage other than what is in the listing agreement, Seller agrees For Sale By Owner and the listing company **will not** be held liable for the commission difference. Seller understands they **MUST NOT** have flyers or other material with varying prices if they are in the MLS. The Price **MUST** include the commission. FSBO will not be responsible for the homeowner's failure to submit paperwork. The contract can be cancelled with 48 hours notice, but lockbox and signs must be returned first. **NO REFUNDS GIVEN. Please Note:** Upon receipt of a contract, homeowner **MUST** e-mail or fax FSBO a copy of the ratified contract within **12 HOURS** so MRIS/MLS can be updated. Failure to do so can cause FSBO to incur a **\$500 - \$1000 fine** which will be collected from seller by FSBO or listing agent by any means necessary. HUD-1 must be sent within 12 hours of closing. Lockbox and signs must be returned before closing or MLS cancellation or expiration. **No Listing will be cancelled until return of all signs and lockbox. Deposits will be sent out upon return of all rented items by expiration date.**

BROCHURES - Print Your Owner Unlimited Flyers. Homeowner understands that a **Standard Templet is used.**

100% MONEY BACK GUARANTEE - If the homeowner decides that the For Sale By Owner program is not working for them, FSBO Services offers a money back guarantee. FSBO Services will turn the homeowner over to one of **our full service agents** and when the home sells using our agents services, our agent will refund the money spent with FSBO Services **at closing.**

Seller(s) has read, understands & accepts terms and rental agreement.

Date