# **BUYER REPRESENTATION:**

# We do more than open doors..

After listening to your needs, goals and wants we will develop a strategy to ensure that your interests are best represented as we identify, negotiate the best terms and close on your new home.





We consult you on the current market climate and expectations- achieving greater savings and success in your purchase.

We unlock access to the MLS Marketplace and our personal network contacts - giving you more options to choose from when finding your home.





We help you navigate a maze of legal forms, processes, and complex paperwork to achieve a successful purchase.

We have a respected and professional reputation that puts co-agents and sellers at ease when accepting your offer.





We connect you to reputable lenders to find the most competitive financing option specifically for you. We help you navigate the loan process and requirements to a successful closing.

We guide you through the inspection process. We assist with evaluating defects, negotiating necessary repairs, and confirming condition updates prior to closing for your peace of mind.





We help protect your purchase. We assist in obtaining the best title policy to insure ownership free of liens and judgements.

We are your Forever Agents.
We continue to communicate with valuable insights to your real estate investment over time to build wealth and protect your asset.



# ALL OF YOUR REAL ESTATE NEEDS

## BERKSHIRE | INDIANA HATHAWAY | REALTY

# As your Buyer's Agent, I will:

- Ask you questions and always listen to your answers
- Give you straight informative answers to your questions
- Keep you fully informed, spending whatever time is necessary to explain the complex terms and practices of real estate and your options in every situation
- Assist you in determining your price range by getting you pre-qualified with a lender of your choice to get approved for financing
- Provide you with an orientation of all new construction in the area as applicable
- Provide you with community information on recreation, municipal services, schools, churches and shopping facilities with full access to all listings on the MLS
- Help select properties that meet your requirements and financial guidelines
- Use my wide network of BHHS professionals to find opportunities for inventory that meet your needs
- Customize a home search for you so you are immediately notified of new listings that meet your criteria
- Make all arrangements for appointments for you to see the homes selected and accompany you as
  you inspect these homes, sharing with you all the property information available to me
- Provide additional information on any property in which you express any interest, such as property taxes, zoning and utility costs
- Provide you with information regarding values of other properties in the area in order to assist you in making an informative decision and competitive offer
- Explain the buying process to you and provide you with a copy of our standard Offer to Purchase and Contract form along with other documents as determined necessary for home purchase
- Assist you in completing the offer, promptly present your offer to the seller, or the seller's agent and report back on any acceptance or counter offer
- Explain our home warranty program to you and the main benefits it can provide in the first year of home ownership
- Assist you in coordinating the home inspection
- Keep you fully informed of the process from the time of contract to the time of closing, coordinating all details between the contract and closing
- Provide you with a list of the utility companies and neighborhood services you will need to contact
- Attend closing with you
- Be available to you after you move into your new home to help inform you and protect on your investment

### MAKE SURE YOU ARE REPRESENTED

I have a duty as your agent to represent your best interest. The following is a list of occasions when you want to be sure you take steps to protect that respresentation:



#### OPEN HOUSES

Feel free to go to as many open houses as you would like. This is a great way to educate yourself about the homes that are available in your price range. Just make sure you let the agent in the home know that you have an agent representing you and give them my name.

#### SIGN CALLS

If you drive by a home for sale and would like to know more about it, please call me first. Do not call the number on the sign. Talking with the listing agent might lead you to inadvertently provide information that would lessen your negotiating power if you make an offer on that home. I can show you ANY home regardless of what company it is listed with.

#### FSBO (FOR SALE BY OWNER)

Most of the time, I can help you if you are considering purchasing a home For Sale By Owner. Simply contact me with the address and contact information. Most homeowner's do not know how to file the appropriate paperwork for the transaction. One box checked the wrong way could cost you thousands of dollars.

#### NEW CONSTRUCTION

If you happen to visit a builder when we are not together, let them know that you are working with a Realtor. All production builders have our fee built into the pricing of your new home already and will not discount it out, so you might as well take advantage. Custom builders price everything ala-carte which makes it imperative to have someone on your side.

#### What I will do:

- · Assist in picking the best lot that meets your needs and budget, but also works for resale
- Assist in picking out a floorplan that meets your needs and budget
- Assist with the options that are best purchased at time of build from the builder and what options are better to do on your own at a later date
- Negotiate with the builder to assure you are getting the best possible price
- Be available during construction to answer any questions you might have about the construction process including walking the home with you when needed
- Work with you to help coordinate outside inspections
- Work with the builder to schedule the closing and make sure the home meets your satisfaction

# Buyer Questionnaire



#### **CURRENT RESIDENTIAL STATUS**

Are you currently renting?

No

If yes, when does your lease expire?

If no, do you need to sell a property? Yes Already on the market

What is your ideal move-in date?

#### PROPERTY REQUIREMENTS & LOCATION

Property Type:

Residential

Commercial

Land

Home Type:

Single Family

Multi-Family

Low Maintenance

Townhouse

Condo

Mobile Home

Other:

Buying Reason:

Primary

Vacation Home

Investment Property

# Bedrooms:

# Bathrooms:

# Garage Space:

# of Stories:

Basement ·

No

Unfinished

Walk-Out

Ideal Home Size Range:

Ideal Lot Size Range:

Age of Home Range:

Open Floor Plan?

Yes No

How would you describe your lifestyle?

Family-Friendly

Entertaining

Finished

Travel

Private

Active/Outdoors

Relaxing

Office

Other:

Most desired views?

Water

Wooded

City

Golf

Suburban

Most Preferred School Districts:

Most Preferred Neighborhoods:

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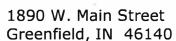
3.

2. 3.

Any special requirements?

Do you have any dealbreakers for a home?







317.462.2345 Office Main line 317.752.0142 Cell 317.477.2121 e-faxline

Here are some helpful Do's and Don'ts when applying for a mortgage.

#### DO:

- Keep originals or be able to access on your employer/bank sites all pay-stubs, bank statements and other important financial documents.
- Provide your Earnest Money Deposit from your own personal bank account or acceptable gift funds. Please talk to your loan officer or loan coordinator for additional clarification. This will present a very difficult problem if not managed properly in the beginning.
- Provide all documentation for the sale of your current home, including sales contract, closing statement, employer relocation/buy-out program if applicable.
- Notify your Loan Consultant if you plan to receive gift funds for closing. Gift funds are acceptable only if certain criteria are met. Advances from credit cards for down payment/closing costs are never acceptable.
- Notify your Loan Consultant of any employment changes such as recent raise, promotion, transfer, change of pay status, for example, salary to commission.
- Be aware that a new credit report could be pulled just prior to closing.

#### DO NOT:

- Close or open any asset accounts or transfer funds between accounts without asking your Loan Consultant about the proper documentation required for your loan. For example, before transferring all funds from your savings to your checking, check with your Loan Consultant.
- Deposit any monies outside of your automated payroll deposits, particularly cash or sale of personal property, without notifying your Loan Consultant. Many guidelines require substantial documentation as to the source of these deposits.
- Change jobs/employer without inquiring about the impact this change might have on your loan.
- Make major purchases prior or during to closing such as new car, furniture, appliances, etc. as this may impact your qualifying amount.
- Open our increase any liabilities, including credit cards, student loans or other lines of credit during the loan process as it may impact your qualifying amount.

# Top Ten Items to Know When Purchasing a Home in Indiana

1. When you make an offer on a home, 4 things can happen.

A. Seller can accept your offer.

B. Seller can reject your offer.

C. Seller can ignore and let it "die a natural death" by letting timeline expire.

D. Seller can counter your offer.

A counter offer will list only the items you want to be changed from the original purchase agreement or previous counter. Typically no more than 24 hours is given for response; however, in a volatile market less time may be given.

BERKSHIRE HATHAWAY

**HomeServices** 

Indiana Realty

- 2. There will be an Indiana State Seller's disclosure to review BEFORE writing the offer and then acknowledge, sign and submit along with your offer. If the home was built before 1978 there will also be a Lead Paint Disclosure. The Indiana State Seller's Disclosure will be signed again (recertified) at closing acknowledging that the property is still in the same condition as when listed.
- 3. **Earnest money** is submitted with the purchase agreement, usually in the form of a personal check (or may be wired directly to listing office escrow account) and is made out to the Listing Broker who will hold in their escrow account until closing when it is applied against down payment and/or closing costs. Typically, earnest money amount is 1% of the purchase price. <u>Bring your checkbook</u> on your home finding trip!
- 4. **Possession** is sometimes given at closing. Any possession past the closing date may or may not incur a per diem charged to the sellers. This is negotiable.
- 5. **Property taxes in Indiana are paid in arrears.** Purchase agreements typically state that property taxes will be prorated to the day of closing, therefore, seller will be providing a credit to the buyer of +/- 1 year of taxes at the closing table. This can be a significant credit to the buyer at closing.
- 6. Buyers may do a **final walk through** of home prior to closing to reaffirm condition or completion of inspection repairs.
- 7. Closings take place at a Title Company and are insured, where attorney(s) and title representative(s) have reviewed that the property has clear title, etc. Attorneys are rarely present at closing. Closing time will be scheduled to accommodate buyer and seller. Their Broker representation and a Title Company representative will sit at the same table to witness the final signing of documents. Some lenders will attend the closings. The closing transaction takes about one hour. All parties on the mortgage need to be in attendance. If a party cannot attend, the lender will need to approve this absence by means of a Power of Attorney prior to the closing date.

  MAKE SURE TO BRING A VALID PHOTO ID!
- 8. **Funds for closing.** If the amount you are to bring to closing is UNDER \$10,000.00, it may be in the form of a wire transfer to the Title Company, a cashier's check or a certified check. If the amount is OVER \$10,000.00, it MUST be in the form of a wire transfer to the Title Company.
- 9. There are **property tax exemptions** available for the new property. Most Title Companies will file the Homestead Exemption on your behalf. If you have a mortgage on the property, you may be responsible for filing the Mortgage Exemption after the deed has been recorded. (Bloomington has Title Companies that will file on your behalf) You will be given a list of other rarely qualifying exemptions that are available. Indiana law caps residential property taxes at 1% of property value; however, without exemptions, that amount would be nearly 2%. FILE FOR ALL ELIGIBLE EXEMPTIONS.
- 10. Purchase agreement, counter offers and inspection responses have **deadlines** that must be met in order to attain a valid contract. AMENDMENTS need to be created and signed by buyer and seller to extend any deadlines. Be aware that some corporate and/or bank owned properties will operate on business days, not calendar days.



## Lender Checklist: What You Need for a Mortgage

Copy of signed offer to purchase with all counter offers.
Copy of MLS listing sheet
Application fee \$
Home address for the past seven years
Names, addresses, and phone numbers of landlords for past two
years
Names, addresses, account numbers of mortgage holder for past
two years
Last 12 months of canceled checks for rental or mortgage
payments
Copy of driver's license
Copy of social security card
Name, address, and phone number of employer
Name, address, and phone number of all employers in last 25
months
Current pay stubs for last 30 days
Last two years W2's
Last three months bank statements for all accounts
Addresses, account numbers, and current balances for all
checking,
savings, and other deposit accounts.
Names, addresses, account numbers, monthly payment amounts
and balances
of all current debt (including credit union loans)
Most recent statement for all current debt
Divorce decrees with property settlement
Proof of child support income or obligation
Proof of Social Security income and/or other benefits
Previous two years signed tax return for self-employed or
commission
employment
Year to date financial statements signed by an accountant for
self-employed borrowors.
All information regarding real estate owned and/or sold in
the last two
years including closing statements, mortgage holder, address,
account numbers, balances, and amounts of payments.
eligibility; name,
address, phone number of nearest relative.

# BHHS INDIANA REALTY ACKNOWLEDGEMENT DISCLOSURE FORM

By signing below, I (we) hereby acknowledge receiving the following disclosures and the Consumer Information Booklet, which contains:

- 1. General Office Policies Regarding Agency
- 2. Agency Relationship Explanation
- 3. Buyers Notice of Informed Consent to Limited Agency
- 4. Sellers Notice of Informed Consent to Limited Agency
- 5. Required Seller Disclosure
- 6. General Disclosures and Recommendations
- 7. Electronic Filing and Transaction Fee Policies
- 8. Notice of Home Warranty Availability | Acceptance or | Waiver
- 9. Affiliated Business Relationship Disclosure

This informational booklet was given to me by		,Agent to help me make informed
decisions concerning my real estate transaction	on. By signing below, I (we) acknowledge tha	at:

- 1. Licensee(s)/Agent has NOT expressly or impliedly advertised, suggested, communicated, stated, verbally or in writing, that the services provided by the Licensee/Agent are provided "free" or without compensation.
- 2.Licensee(s)/Agent has NOT required NOR mandated offering a minimum Buyer's Agent Commission ("BAC"), and that approval of any BAC offer shall be solely within the Seller's discretion.
- 3.1 (we) have been provided the information on Informed Consent to Limited Agency in the Consumer Information Booklet.
- 4.I (we) understand that I (we) do not have to consent to Licensee(s) acting as limited agent(s) but give informed consent voluntarily to limited agency and waive any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee(s) role of limited agent(s).
- 5.I (we) have been provided the General Disclosures and Policies affecting the transaction process by Berkshire Hathaway HomeServices Indiana Realty ("BHHSINI").
- 6.1 (we) have been informed of the availability of Home Warranty Insurance.
- 7.I (we) acknowledge and agree to pay the fee for electronic filing and post closing online access to transaction documents for the security and accessibility to documentation affecting the transaction.
- 8.I (we) are being provided the Code of Ethics and Standards of Practice, which is as follows: The Code of Ethics and Standards of Practice of the NATIONAL ASSOCIATION OF REALTORS@ provides that REALTORS@ must advise clients of the REALTOR'S@ company cooperative compensation policies and the possibility that sellers or seller's representatives is required by law, regulation, or by any confidentiality agreement between the patties. Further, if a seller has approved disclosure of the existence of multiple offers on the property, REALTORS@ shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating broker.
- 9.This section applies to short sales only Berkshire Hathaway HomeServices Indiana Realty is not associated with the government, and our service is not approved by the government or your lender. Even if you accept this offer and use our service, your lender may not agree to change your loan. If you stop paying your mortgage, you could lose your home and damage your credit.
- 10.FRAUD ALERT: With the increased risk of cyberattacks and email hacking, BHHSIN advises you to NEVER wire funds to any party in connection with the sale, purchase or lease of real estate without both written and verbal authorization and confirmation from your title company. BHHSIN will not suggest nor request that funds be wired to any party. NEVER rely on email communication for wiring instructions.

Name:		
Address:		
Phone:	E-Mail;	
Signature:	Date:	
Signature:	Date:	



#### **BUYER'S EXCLUSIVE AGENCY CONTRACT**

For use only by members of the Indiana Association of REALTORS®

1				act is entered into and shall commence on			
2	by	-		(Broker) and(Buyer),			
4 5 6 7	pro Co	pert ntra	y ac ct sh	oloys Broker for the purpose of exclusively assisting Buyer to locate property described below or other eceptable to Buyer, and to negotiate terms and conditions acceptable to Buyer for purchase of property. This nall terminate at midnight on This Contract shall automatically extend to the closing date if it does not take place until after the term of this Contract.			
8 9 0	A.	A. BROKER AGREES to diligently attempt to locate property acceptable to Buyer; to negotiate price, terms and conditions acceptable to Buyer, for the purchase of property; and shall act in the Buyer's best interest during the term of this Contract.					
1 2 3 4	B.	DE	SCF	RIPTION (INCLUDING, BUT NOT LIMITED TO, LOCATION, PRICE RANGE AND OTHER TERMS):			
5	C.	BR	OKI	ER'S COMPENSATION:			
6 7 8		1.	Thi	tainer Fee: Buyer has paid Broker a non-refundable retainer fee of \$ U.S. Dollars. Is amount shall be credited to the total amount due at time of closing any transaction accomplished under a sagreement including, but not limited to, a lease with option to purchase.			
9 1 2 3 4 2 5		2. Commission: In consideration for the services to be performed by Broker, Buyer also agrees to pay Broker a commission of \$U.S. Dollars or% of the total purchase price however, the total commission paid to Broker shall not be less than \$U.S. Dollars. In the event Seller pays a commission under a listing agreement and Broker, with the consent of Buyer, is to receive any portion thereof, that portion shall be credited against Buyer's financial obligations to Broker. Broker shall use Broker's best effort to cause the Seller or Seller's agent to satisfy the Buyer's obligation to Broker.					
26			The	e commission shall be due, earned and promptly paid if:			
7 8			a.	Buyer or any other person acting for Buyer or on Buyer's behalf, acquires any real property or interest as described herein during the term of this Contract through the services of Broker or otherwise.			
9			b.	Buyer or any other person acting for Buyer or on Buyer's behalf, acquires any real property or interest described herein, which was disclosed to Buyer by Broker during the term of this Contract or within			
2				after termination of this Contract.			
		3.	Oth	ner:			
3 4 5 6		be <sup>s</sup>	twee	r's commission for services rendered, in respect to any broker, is solely a matter of negotiation en the Broker and the Buyer and is not fixed, controlled, suggested, recommended or maintained by diana Association of REALTORS®, Inc., the local Board/Association of REALTORS®, the listing e (if applicable) or any person not a party to the contract.			
7 8	D.			CY DISCLOSURES:  fice Policy. Buyer acknowledges receipt of a copy of the written office policy relating to agency.			
				IN			
				(Property Address)			

Page 1 of 4 (Buyer Exclusive Agency Contract)

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**Limited Agency Authorization.** Licensee or the managing broker may represent Seller as a seller agent. If Buyer wishes to see the Property listed by Licensee or the managing broker, then Licensee has agency duties to both Buyer and Seller, and those duties may be different or even adverse. Buyer knowingly consents to Licensee acting as a limited agent for such showings.

If limited agency arises, Licensee **shall not disclose** the following without the informed consent in writing, of both Buyer and Seller.

- (a) Any material or confidential information, except adverse material facts or risks actually known by Licensee concerning the physical condition of the Property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the Property by the parties.
- (b) That a Buyer will pay more than the offered purchase price for the Property.
- (c) That a Seller will accept less than the listed price for the Property.
- (d) Other terms that would create a contractual advantage for one party over another party.
- (e) What motivates a party to buy or sell the Property.

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In a limited agency situation, the parties agree that there will be no imputation of knowledge or information between any party and the limited agent or among Licensees.

Buyer acknowledges that Limited Agency Authorization has been read and understood. Buyer understands that Buyer does not have to consent to Licensee(s) acting as limited agent(s), but gives informed consent voluntarily to limited agency and waives any claims, damages, losses, expenses, including attorneys' fees and costs, against Licensee(s) arising from Licensee's(s') role of limited agent(s).

#### 88 E. CONSENT TO REPRESENT OTHER BUYERS:

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Buyer understands and agrees that Broker may from time to time represent other buyers who may be interested in acquiring the same property as Buyer may wish to acquire. Buyer expressly waives any claim, including, but not limited to, breach of fiduciary duty or breach of contract based solely upon Broker's representation of other buyers who may be seeking to acquire the same property as Buyer, even if the other buyer represented by Broker does acquire that property.

- F. **RECORDINGS AT THE PROPERTY.** Buyer should be aware that an owner may utilize audio and/or video devices to monitor their property. Buyer should not discuss negotiation strategies or other confidential information within a property. Buyer hereby releases Broker, Broker Company and its agents from any liability which may result from any recordings occurring within a property
- G. **FAIR HOUSING.** The parties acknowledge that the Fair Housing Act prohibits discrimination in housing because of race, color, national origin, religion, sex, familial status and disability. Due to Fair Housing risks, Broker will not prepare, review, or submit personal information letters, including photographs, from Buyer to Seller. The National Association of REALTORS® Code of Ethics also prohibits REALTORS® from discriminating on the basis of sexual orientation or gender identity.
- H. **CONFIDENTIALITY.** Buyer has been advised of the possibility that Sellers or Sellers' representatives may not treat the existence, terms, or conditions of offers as confidential unless confidentiality is required by law, regulation, or by any confidentiality agreement between the parties.
- 10. **LEGAL DISCLAIMER.** Buyer acknowledges that the Broker is not a professional or expert in the matters of law, financing, taxes, property conditions and/or inspections. In addition, the Broker has advised and recommended the Buyer to seek expert assistance for advice on such matters. Broker makes no warranty or guarantee concerning the service of such experts or their products, the condition of the property, the absence of defects therein, or the suitability of such property for Buyer's purposes.
- J. ATTORNEY'S FEES: Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to this Agreement shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.
- K. WIRE FRAUD. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication with Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such requests may be part of a scheme to steal funds or use your identity to commit a crime.

L.	FURTHER CONDITIONS:	

#### 126 M. ACKNOWLEDGEMENTS:

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- 1. Buyer has read and understands this Contract.
- This Contract contains the entire agreement of the parties and can only be changed in writing and signed by all parties.
  - 3. This Contract is binding upon all the parties, their heirs, administrators, executors, successors and assigns.
  - Buyer has received an executed copy of this Contract.
- 5. Broker holds a valid Indiana Real Estate License.
- Buyer consents to receive communications from Broker via telephone, U.S. mail, email and facsimile at the numbers/addresses provided to Broker unless Buyer notifies Broker in writing to the contrary.
- 135 7. Buyer acknowledges that Broker has no duty to disclose the racial, ethnic or religious composition of any neighborhood, community or building, nor whether persons with disabilities are housed in any home or facility, except that the Broker may identify housing facilities meeting the needs of a disabled buyer.
  - 8. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C. 25-34.1-10-6.8.

This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

144 145 146	AGENT	IN LICENSE #	BUYER'S SIGNATURE	DATE
147 148 149	BROKER OR COMPANY NAME	IN LICENSE #	PRINTED	
150 151 152	ACCEPTED BY: MANAGING BROKER		BUYER'S SIGNATURE	DATE
153 154 155			PRINTED	



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.

Form #15. Copyright IAR 2024



IN

(Property Address)