Agent Contract Tool (ACT)

Document Execution Tutorial: [CLICK HERE]

THIS AGENT CONTACT TOOL (2 PAGES) *MUST* BE SUBMITTED *WITH* THE ACCEPTED CONTRACT TO CARTUS

To Cartus Contact Name: ______________________________ **Cartus Email:** RESContractspecialist@cartus.com
Cartus file #: ______________________________ **Customer Name:** ______________________________
Completed by - Agent Name: ______________________________ **Date:** ______________________________
Agent Email: ______________________________ **Agent Phone Number:** ______________________________
Contract Expiration Date (if expired, request five day extension)**:** ______________________________

ALERT: Inventory contracts should be sent directly to the Cartus Inventory Specialist. DO NOT send to the above email address.
The following is an outline of the terms and conditions of the contract. All items listed below MUST be included in the contract.

If the buyer is a Trust, LLC, LP, Corporation, or 1031 Exchange contact your Cartus Representative as additional documentation is required* ***(*Buyer to pay $800 attorney review fee in the case of a 1031 Exchange)***

Sale Price:	$
Close Date: *(Home to be vacated at least 24 hours prior)*	
Inclusions: (example: washer/ dryer)	
Exclusions:	
List Inspections to be completed by buyers:	
Type of Financing (example: Conventional, FHA, VA)	
Loan Amount and % of Sale Price	$ / %
Earnest Money Deposit Amount/held by?	$ / if applicable 2nd deposit: $ /by:
Repair Caps:	Termite $ Overall $ Other $
Other Conditions and/or Contingencies: (example: Appraisal, Buyer Home Closing)	
Remaining Fuel Oil / Propane	Will Seller get reimbursed at closing?: Yes No N/A • If no, explain:

Description	Seller Costs	
Buyer Closing Cost Credit	**$**	
Home Owner's Warranties	**$**	
Inspections to be Completed by Seller (seller pays) • Include any municipal inspections required to transfer title	**Type** **Amount** **1.** **$** **2.** **$** **3.** **$**	*Are these normal required seller costs? Y or N Y or N Y or N
Buyer Incentives	**$**	
Agent Incentives (example: agent bonus)	**$**	
Other Considerations Agreed to by Seller (seller pays)	**Type** **Amount** **1.** **$** **2.** **$**	*Are these normal required seller costs? Y or N Y or N

Listing Broker Compensation: _____% Cooperating/Buyer Broker Compensation ____%.

As Agent for the Seller/Cartus, it is expected that the Agent read and review the contract terms fully with the Customer. As Agent for Cartus, it is expected that the Agent complete and submit the Agent Contract Tool (ACT) with the contract. Any Seller payments not reflected on the ACT will be the Agent/Broker financial responsibility. Contracts received without the ACT does not remove the Agent's responsibility for undisclosed Seller paid items.

Cartus Contract Checklist (pg 2 of the Agent Contract Tool)

CARTUS CANNOT SIGN A CONTRACT WITHOUT A COMPLETE CONTRACT PACKAGE

Please contact your Cartus Representative with any questions or concerns. Thank you.

Contract Negotiations MUST NOT be done via email! All negotiations must be VERBAL ONLY!

1. All applicable pages of the **Third Party Contract** are complete. Signed, initialed, and dated by the buyer/co-buyer. Please be sure the property address is complete and accurate. Seller name on the contract must be **Cartus Financial Corporation**. This includes all Addendums, exhibits, etc.

   ◯ Included ◯ Pending Receipt

2. Was the Cartus State Contract Used? Y or N
   If NO, all applicable pages of the **Cartus Standard Addendum** are signed, initialed, and dated by the buyer/co-buyer.* Only needed when Cartus Contract not used, (Independent Sale, TX, LA, CA, and No Repair Addendum replace the Standard Addendum)

   ◯ Included ◯ Pending Receipt
   ◯ Cartus Contract or No Repair Addendum was used

3. If this contract is an '**AS IS**' sale - the **Cartus No Repair Addendum** will be provided after contract submission.

   As – Is Sale: ◯ Yes ◯ No

4. **Seller's Real Estate Disclosure (SRED)** – This document lists all of the disclosures, receipts, and if applicable, any inspections completed or pending. This document must be initialed on the lines to the left of each listed item on page 1 & 2 and signed/dated by buyer(s) on page 3.

   ◯ Included ◯ Pending Receipt

5. The **Cartus Affiliated Business Disclosures** – This document disclosures all Cartus business relationships. Buyer(s) must sign and date the last page – Return all pages to Cartus.

   ◯ Included ◯ Pending Receipt

6. The **Non-Occupancy Disclosures** signed, initialed, and dated by the buyer/co-buyer. *Only applicable when state disclosure is required. Cartus stamped this as a Non-Occupant Owner.* The Non-Occupant Disclosure is Cartus' disclosure as seller of the property

   ◯ Included ◯ Pending Receipt ◯ N/A

7. The Cartus **Lead Paint Addendum** is initialed and signed by the buyer(s) and the Listing Agent. The buyer(s) must initial next to #4 & #5 and check either A or B. The buyer(s) must then sign and date next to #8. The Listing Agent must initial next to #6 and sign and date next to #7. * *(Only needed when house is build prior to 1978)*.

   ◯ Included ◯ Pending Receipt ◯ N/A

8. The **Pre-Qualification Letter** is on letterhead including the lender's contact information, and must reference either the sales price or property address being sold..

   <u>More than $1 million</u> = the letter needs to have evidence that the lender evaluated & reviewed the buyers credit worthiness.

   ◯ Included ◯ Pending Receipt ◯ N/A

9. **Proof of Funds (POF)** – If this is a CASH deal, we require POF to be on Financial Institution letterhead, include the buyer(s) name and support the full sales price. ***NOTE*** POF is also required if the buyer's down payment is $100,000 or greater. Must be dated within 30 days or most current quarterly statement.

   ◯ Included ◯ Pending Receipt ◯ N/A

10. **Earnest Money: Check <u>or</u> Wire** (within 3 days of contract execution) based on the purchase price.

    $300,000 or less = minimum of $1000.00
    Greater than $300,000 - $500,000 = minimum of $5000.00
    Greater than $500,000 - $750,000 = minimum $10,000
    Greater than $750,000 = minimum 5% of sales price

    ◯ Included & meets guidelines ◯ Pending Receipt
    ◯ Included, but does NOT meet guidelines, if checked
    Is this $ Normal & Customary for this Sales Price? Y or N

11. If the buyers are paying with CASH that is a 'gift', a **Gift Letter** is required. Please contact your Cartus representative for Cartus Gift Letter requirements.

    ◯ Included ◯ Pending Receipt ◯ N/A

12. If the sale is contingent on the buyer's home closing, attach a copy of the **Buyer's buyer's contract and Pre-Qualification/Pre-Approval**. To help ensure timely closing, Cartus encourages a minimum of 3 days between the buyers' home closing and the Cartus closing. NOTE: Offers should not be contingent upon the buyer's home selling. Their contingent home must already be under contract.

    ◯ Included ◯ Pending Receipt ◯ N/A

<u>Important Reminders</u>:

- Cartus accepts Digital Signatures from Adobe Sign, AppFiles, DocuSign, Dotloop, Authentisign, SkySlope (provider DigiSign), ZipLogix DigitalInk (provider Signix), eSignOnline, cTME, GoodLord, BAY, Remine, SignatureSense ONLY.
- There can be no changes or strikeouts on the Cartus Standard Addendum or SRED.
- There can be no personal property listed in the contract (ex: furniture, pool table, lawn mower, etc.)
- Closing and possession must occur on the same day.