



1% CASH REFUND CERTIFICATE

Agent contact information must be presented upon **first visit** and registration at any new home or condominium community. This certificate is valid for the participating community below. Please contact one of our local agents through www.rebateflorida.com as rebates can be higher than 1% on select communities.

Buyer Information

Buyer Name: _____

Address: _____

Buyer signature : _____

(Signature indicates understanding and agreeing to Terms and Conditions)

Date signed : _____

This offer is NOT valid with any other real estate agent/broker representation.

Buyer: must FAX a completed and signed copy within 5 days to 443-381-2469.
Or mail to **P.O. Box 2165, West Palm Beach, FL. 33402** to receive cash refund 30 days from close of escrow.

Representing Brokerage and Agent Information

Company: Seawinds Realty, Inc.

Company Address: 113 Dory Rd. N. North Palm
Beach FL. 33408

Brokerage License: CQ1015637

Builder Information

Builder : _____

Base price of home** :\$ _____
(*exclude options & lot premiums)

Community Name: _____

Homesite number: _____

Date signed : _____

For Sales representative: Please include a copy of this certificate with your purchase agreement documents.

Questions: 561-533-9797

Rebate not valid without Seawinds Realty, Inc's agent signature.

Agent's Signature _____ **Date:** _____

Seawinds Realty CASH Refund Certificate Terms and Conditions

If a real estate agent or broker currently represents you, you are NOT eligible for the Seawinds Realty refund and no solicitation by Seawinds Realty is offered.

- Insure that **Seawinds Realty and agent named above** is listed as the referral agent on the seller's guest registration form or marketing survey on your first visit to the Builder's community.
- You must make sure that Seawinds Realty, Inc. is named and commission is visible on your purchase contract.
- The **Seawinds Realty** refund is 1% of the BASE selling price of the home as defined by the builder. BASE selling price excludes options, upgrades and lot premiums. Offer subject to conditions, limitations, exclusions, modifications, and/or discontinuation without notice.
- Builder must agree to co-brokerage participation greater than 2%.
- 1% rebate is based upon a Seawinds Realty agent or broker not accompanying or visiting the community to register client in person. As long as buyer can register without a Seawinds agent physically being at the community in person a 1% rebate will be honored.
- Due to National Fair Housing laws, your cash refund has no effect on the base purchase price as offered by the builder of your new home.
- Offer is NOT valid if potential buyer is registered/accompanied by real estate agent or broker, or if potential buyer has registered with a real estate agent or broker at the community previously.
- No other rebate/refund offerings allowed. No other promotional discounts apply. Only one (1) rebate/refund offering allowed per sales transaction from Seawinds Realty, Inc.
- Underwriting guidelines require that all parties to the transaction be notified that the refund program is in place (title, mortgage company, builder, etc). If Buyer is financing home purchase, it is the Home Buyer's responsibility to disclose the **Seawinds Realty** refund to their loan officer upon loan application.
- At closing, the closing agent (typically a Title Company) will forward the referral fee to **Seawinds Realty**. Once we receive the funds we will forward your refund directly to you. **Seawinds Realty** makes no representations with regards to the tax treatment of the new home purchase refund. No taxes will be withheld. Please consult a qualified tax advisor. **Seawinds Realty** reserves the right to pay refund to Buyer by closing costs offset on the HUD-1 Settlement Statement. Refund from **Seawinds Realty** is valid only if closing occurs successfully on qualified new home purchase. All terms, and conditions of this program have been completed. The refund check will be mailed to the address you have provided to **Seawinds Realty** approximately 30 days after closing.
- **Seawinds Realty's** 1% cash refund program may cancel at any time without obligation if any administrative, governmental or quasi-governmental (including but not limited to DRE, FHA, VA, Fannie Mae, or Freddie Mac) statements, regulations, laws, rulings, or the like, and/or any other circumstance that would prohibit such refund. This program and offer are void where prohibited by law.
- Return all 4 pages back to Seawinds Realty, Inc. either by postal mail, email or fax.

Buyer's Initials: _____

Buyer's Initials: _____

Seawind's Agent Initials: _____

TRANSACTION BROKER DISCLOSURE

Seawinds Realty, Inc. requires that the following Transaction Brokerage Relationship Disclosure be read and agreed to by you. This Transaction Brokerage Relationship Disclosure states that Seawinds Realty, Inc. owes you the duties listed in the Disclosure.

**TRANSACTION BROKER NOTICE
Florida Association of Realtors ®**

Florida Law requires that real estate licensees operating as TRANSACTION BROKERS DISCLOSE TO BUYERS AND SELLER THEIR ROLE AND DUTIES IN PROVIDING A LIMITED FORM OF REPRESENTATION. As a transaction broker Seawinds Realty Inc and its Associates, provides to you a limited form of representation that includes the following duties:

- 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 real property which are not readily observable to the buyer;
- 5. Presenting all offers and counteroffers 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, 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.

Date: _____

Signature: _____

Date: _____

Signature: _____