



Expectations for New Clients of Tony and Marti Giacobé, A Tradition of Service

As our client, we'd like you to feel comfortable with us as your real estate agent, and understand what you can expect from us during your home-buying experience. In order to provide you with the highest care and service, we have adopted the following practices to guide our daily business activities. We subscribe to the National Association of Realtors Code of Ethics and adhere to the principles of One America. These tenets can be found on the NAR website and our personal website, and we invite prospective clients to review them.

Buyer Brokerage Agreement: By law, all real estate agents in Georgia represent the seller of a property unless a buyer agency exists (a buyer representation state). In that case the buyer's agent represents the buyer and works in their best interests. This may be different from what some buyers are used to. Georgia law prohibits agents from representing buyers as a client without first entering into a written agreement (OCGA par 10-6A-1 et seq). NAR Code of Ethics and Standards of Practice require a written agreement between buyers and their agents before performing any real estate specific duties such as showing properties, providing advice, preparing offers or creating CMAs.

Duties of Real Estate Licensees to clients who have a written broker-client representation agreement include: Loyalty, Obedience, Disclosure, Confidentiality, Reasonable Care & Diligence, Accounting, and Advice. We encourage all of our prospective buyers to review and sign the Buyers Brokerage Agreement in order to take full advantage of our expertise and benefit from the broker-client relationship that it creates. The document simply specifies the duties of the buyers and the agent to each other. The agreement can be terminated at any time by either party in writing.

Agency: Agents can represent any number of buyers and sellers. If an agent has a buyer client, and the buyer is interested in one of the agent's listings, the agent would be representing both the buyer and the seller, causing a potential conflict of interest. While this is allowed by law, our office and company do not practice this form of "dual agency", and we would ask our managing broker to assign two neutral agents to assist. If a real estate company represents both the buyer and the seller, but both parties have separate agents, this is allowed as "designated dual agency". These relationships are designed to protect the consumer and identify the level of service we are legally allowed to provide to any particular client.

How we work: During the initial phase of our business relationship, you'll get to know us, our contact information, the areas we work in, and begin to understand what our market is like. During this phase we will use computer searches of the MLS systems to send you properties that match your criteria. As you review properties, keep a list of those that interest you. When you are ready to visit them, you'll forward us the property identification numbers and we will arrange for an agent pre-visit to screen them further, or set up showing appointments as necessary. Prior to visiting any properties, all clients will complete the Buyer Brokerage Agreement, and provide a copy of their mortgage pre-approval or proof of funds.

Where we work: In Georgia, we are licensed to practice real estate in all parts of the state, not just in one area, or city, or MLS system. Therefore we bring a tremendous benefit to our clients by servicing their needs over a greater area without the need for the buyer to switch to a different agent. Additionally, our institutional business partners have been carefully chosen to provide a higher level of service and variety of service types in order to fulfill our clients' needs, minimize their workload, and maximize their time available. There are other service providers available, and our clients have the opportunity to use them for their specific needs, however their costs and time required may be in excess of that desired.

Current Market Issues Causing Transactions to Not Close: In many instances, situations will arise which will delay or prevent a particular contract to not close. These change frequently, and we will brief you on them and provide strategies to help prevent their occurrence. Currently we see problems in these areas: appraisal issues; inspection issues; mold and mildew; unrealistic buyer expectations (prices, short sales, foreclosures); lender delays; unmotivated buyers; unprepared buyers; low supply of quality homes.

The following standard practices will be used for all clients (n/a for RELO clients):

1. Potential clients should visit our website, www.tonyandmarti.com to review our background and become familiar with us. The following documents are found in the reports section under “Prospective Buyer Clients”:

- a. Mission Statement
- b. The Home Buying Process
- c. The current Local Market Conditions
- d. Buyers Brokerage Agreement (BBA)
- e. Buyers Needs Analysis

2. Clients who have signed the Buyers Brokerage Agreement will be provided a login and password to the “Client Support Area”. The following “Insiders Guide” documents will provide buyers with additional information which may prove valuable to them during their home purchase.

- a. BBA REO/RELO Disclosure
- b. Protect Yourself pamphlet
- c. Lead Based Paint brochure
- d. GAR Real Estate Contract;
- e. How Georgia Homes are Really Bought and Sold;
- f. How to Really Read a Set of HOA Covenants.
- g. Six Ways to Beat the Stress of Buying a Home
- h. Five Powerful Buying Strategies

3. Pre-Approval: We expect our buyers to obtain a mortgage pre-approval from a reputable lender prior to being shown candidate properties. With over 70% of credit reporting agency files containing errors, the average time to correct simple credit file mistakes may take up to 3 months. Cleaning up negative issues may take 6 months or more. Even if you currently own a home and/or have a mortgage, doesn't mean that errors have not entered your credit file. But the most important part will be for a mortgage professional to look at your finances and determine what problems exist at the outset. Obtaining a pre-approval allows our buyers the opportunity to determine how much work and time must be committed in order to obtain financing, and at the same time provide them with a great deal of negotiating power when they identify a property of interest. It will shorten the amount of time it will take a lender to arrange for financing, providing even greater negotiating power to the buyer. Typically, sellers will not accept an offer from buyers who are not pre-approved, and frequently want to close within 30 days of binding agreement.

There are a variety of lenders in the marketplace, with varying reputations and competencies. We've worked with many and we always begin with a select few, because we know their tolerances for pre-approving potential buyers. Our in-house Coldwell Banker Home Loans loan officer is Jay Posey, 404-992-5462. This does not commit you to any particular lender, and clients are free to shop other lenders for their mortgage. This just gets us started, and buyers will have a reliable GFE to compare to others. However, once a contract is written, changing lenders prior to closing may incur statutory delays in addition to contractual time limits in the purchase agreement. The time to shop for financing is before you find a home.

4. In lieu of a mortgage pre-approval, potential clients who are cash buyers will provide a “Proof of Funds” statement from their financial institution on company letterhead with point of contact, and a letter of commitment stating that those funds will be used solely for a home purchase.
5. Potential clients who decline to complete items 2, 3 or 4 are considered to be doing market research only, and are categorized as “customers”. We are happy to accommodate these market researchers, and will happily accept them as non-purchasing customers. Program details are available on request.
6. Buyer clients may want to do neighborhood and property research on their own. We highly encourage clients to visit neighborhoods to develop a sense of various areas and typical properties therein. In order to protect our broker-client relationship, buyers shall introduce themselves to other real estate agents by notifying them that they are already represented by an agent, and provide our business card to them at that time. Clients should be aware that if their broker-client relationship is not divulged to other agents, they may incur additional financial costs. Some listing agents/brokerages will even reduce the buyer-agent commission if you arrive at an open house without your agent.
7. Buyers have a choice of closing attorneys. At the time of contract writing, we will automatically recommend the firm of Weissman Nowak Curry Wilco as our preferred business partner as described in the Affiliated Business Agreement Disclosure provided with the BBA. If buyer wishes to choose a different closing firm, buyer should do so expeditiously since any delay will normally delay closing. Once a period of five days has passed, any change in closing attorney may impact buyer financially, and buyer assumes any and all financial responsibility resulting from their decision to change.
8. Once a candidate property is under contract, the following actions and/or services are recommended: independent home inspection, termite inspection if required by your lender, survey, owners title insurance, home warranty. Buyers should also consult with appropriate county departments for septic, well, zoning, or school questions.
9. Buyers who are contemplating purchasing a short sale or foreclosure property must be aware of the extended time it takes to close these properties as well as the inherent risk of an unsuccessful closing. Additionally many bank or corporate owned properties are “as is”, have limited documentation and few warranties. (see BBA REO/RELO disclosure)
10. All Buyers are specifically reminded to NOT change their credit profile between the time of contract and closing by applying for, or making inquiries on, new credit of any type for additional purchases, Home equity loans, appliances, car, landscaping, new credit cards, etc. As part of the FNMA’s Loan Quality Initiative, lenders will formally pull a refreshed credit report just before closing to verify buyers’ financial conditions have not changes since loan application. Any new credit may upset ratios and jeopardize or cause your home loan to be denied.
11. Your login credentials for the protected reports section on TonyandMarti.com are:
 - a. Username:
 - b. Password:

Buyer

Date

Agent

Date