



Guaranteed Sale Agreement

The Select Group hereby offers to purchase from the property owner _____
(hereinafter "Seller") the real estate know as property address: _____.
AP# _____.

1. Select Group agrees to purchase a property providing the seller with a "Guaranteed" net sale proceed that will enable them to make a non-contingent offer on their replacement home and get pre-approved for a new loan by our Select Group preferred lender.
2. The net proceeds will be based on a purchase price roughly 15% less the estimated Fair Market Price.
3. Once a Seller/Buyer goes into escrow on their new home our Select Group agent will put their current property on the market with a goal to line up the two closings as closely as possible. The program allows the clients new home to close on schedule, with the least amount of holding time on the Guaranteed Purchase.
4. Seller and Agent to complete all Transaction Disclosure Documents.
5. Select Group's Agreement to purchase the Guaranteed Sale Property is conditional upon Select Group's review and approval after agent's submission of all Guaranteed Sale Checklist items.
6. A full standard Real Estate purchase agreement will be completed and signed between Select Group and the Seller should the two transactions not close together and Select Group is purchasing the Guaranteed Sale home.
7. The listing provides for a commission of not less than 5% and a 2.0% Select Guaranteed Sale Program Use Fee.
8. Seller agrees to reserve four months of Interest Holding Costs at 0.67% per month and Property Holding Costs of taxes, homeowners' insurance, yard care, bi-weekly cleaning, utilities and HOA if applicable estimated at 0.30% per month.
9. Seller agrees to pay, if applicable, two sets of Title, Escrow and Recording fees.
 - a. One set when Select Group purchases your home.
 - b. A second set of estimated closing costs related to when Select Resells the home.
10. Both sets of Closing Costs, Holding Period Reserve and Real Estate Commissions shall be deducted in escrow at the time Select Group purchases the home.



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11. A \$1,000 Administrative Fee will be paid up front by the seller upon approval. Check payable to (Select Group Guaranteed Sale Program). The Administration Fee will incorporate the cost for home and pest inspections, document preparation and recording fee.
12. The Seller will receive their Guaranteed Net as defined above at closing. In addition, Seller will receive a second check equal to 100% of any gain on the sale and reconciliation of proceeds, holding and second closing costs. Any actual loss incurred by The Select Group will not impact the Seller. You will never receive less than the guaranteed amount.
13. Should the Guaranteed Sale, Seller's current property, and the replacement home close on the same day, in a sale directly from you, our client, to a new Buyer, 100% of the Holding Costs and Second set of Escrow Fees will be credited to the Seller in escrow.
14. Select Group will order and pay for the up-front Home and Pest Inspections with a pre-approved vendor to insure the overall condition of the home is fully known to all parties. Any additional inspections which may be required or appropriate to be paid by the seller at the time of service.
 - a. Well and Septic Inspections are needed when applicable. Other inspections may be required as recommended by the home inspector on a case-by-case basis. I.E.: Pool, Roof, etc.
15. Seller must complete all necessary and appropriate repairs as outlined in inspection reports. (Refresh & Refurbish program may be used to complete repairs)

Conditions:

1. Seller agrees their new home purchase will be funded by our Select Group preferred lender and that Title and Escrow to be Inter County Title for all properties in California and Ticor Title for all properties in Nevada.
 - a. Inter County Title and Stanford Mortgage are affiliates of and part of The Select Group. Seller is aware of and agrees to use both related entities in these transactions.
2. Real Estate Taxes and assessments accrued against the property shall be prorated through the date of closing the sale and Seller shall pay all taxes and assessments allocated to the property through that date. Rents, if any, shall be prorated through the date of closing and all rent deposits shall be transferred to purchaser. Existing casualty insurance shall be not canceled until the property is resold at which time the insurance will be prorated through the date of closing.
3. Seller shall provide purchaser prior to the closing and promptly after the acceptance of this offer a preliminary title report. Preliminary title report to show marketable and insurable title to the real property in the name of Seller subject only to easements, zoning and restrictions of record and free and clear of all other liens and encumbrances except as stated in this offer. If the Title Report fails to show marketable and insurable title, Seller shall be permitted reasonable time to cure or correct defects. Seller shall convey title to purchaser at the time of closing clear of all liens and encumbrances except as otherwise provided in this offer and subject to easements, zoning, and restrictions of record.



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- 4. The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Seller. If all or a substantial portion of the improvements on the property are destroyed or damaged prior to the closing and transfer of title this agreement shall be voidable at Purchaser's option.
- 5. The seller comfortably represents, and by signing of the seller's application, that the home is marketable and the anticipated proposed sales price is achievable. Agent to complete a pricing strategy plan with the seller. Manager approval is required.
- 6. Seller is in control of their home during this entire process and may accept any offer that meets or exceeds the Guaranteed Sale Net Proceeds.
- 7. Select Group reserves the right to not sell the property if after marketing the property for six months and the property was unable to be sold above the net loss threshold. Should the Select Group elect to retain the property at said point, the Guaranteed Sale Agreement shall be terminated.
- 8. Seller agrees to indemnify and hold Select Group harmless from any failure to disclose defects in the property and/or anything that would materially effect the value or desirability of the property.
- 9. Seller is aware and agrees that the Select Group will be transferring to the final buyer of the home the disclosures provided by the seller.

The foregoing Guaranteed Sale Agreement, Seller's Estimated Net Sheet, Pricing Strategy Agreement and Listing Agreement Addendum are hereby accepted in accordance with the terms and conditions specified above.

Client Signature

Date

Client Signature

Date

Select Group

Date



Listing Home Estimated Summary

Property Address: _____

Estimated Fair Market Price		\$	
Market Adjustment	15.00%	\$	
Commission Listing Brokerage	2.50%	\$	
Commission Selling Brokerage	2.50%	\$	
Guaranteed Sale Use Fee	2.00%	\$	
Select Group Purchase Closing Costs	1.70%	\$	
Select Group Sale Closing Costs	1.70%	\$	
Four Months Carrying Costs	3.55%	\$	
Select Group Administration Fee	Actual	\$	1,000
Home Warranty	Estimated	\$	850
Home Inspection Expenses	Estimated	\$	1,000
Loan Assumption (current statement balance)	Attached Copy	\$	
Net Available		\$	

Purchase Home Estimated Summary

Purchase Price		\$	
Down Payment		\$	
Estimated Closing Costs	3.50%	\$	
Cash to Close		\$	

Net Funds Available less Cash to Close		\$	
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Must be at least \$5,000

Seller Signature

Date

Seller Signature

Date



Pricing Strategy Agreement and Listing Agreement Addendum

Seller's Name:		Date:	
Email Address:		Telephone:	
Property Address:			
Projected Sales Price:	\$		
Current Encumbrances:	\$		
Sales Associate Name:		Telephone:	
Office:		Location:	

Description of Pricing Strategy	Bi-Weekly Date:	List Price \$
1 Seller authorizes and instructs brokerage to make a 3% price adjustment on the following date.		
2 Seller authorizes and instructs brokerage to make a 3% price adjustment on the following date.		
3 Seller authorizes and instructs brokerage to make a 3% price adjustment on the following date.		
4 Seller authorizes and instructs brokerage to make a 3% price adjustment on the following date.		
5 Seller authorizes and instructs brokerage to make a 3% price adjustment on the following date.		
6 Seller authorizes and instructs brokerage to make a 3% price adjustment on the following date.		
<i>Pricing strategy must include a bi-weekly price adjustments of no more than 3% until sold.</i>		

Terms and Conditions: Sellers agree that the above outlined marketing strategy by Select Group Guaranteed Sale Program will be implemented during listing period until an acceptable offer is obtained. In the event the home is withdrawn from the market or the listing agreement terminated sellers agree to pay the amount advanced and any accrued interest within five (5) days of withdrawal or listing termination.

The entire amount advanced shall, in any case, be due and payable no later than six (6) months from the recording date of the Note and Deed of Trust.

Seller Signature _____

Seller Signature _____

Agent Signature _____

Mgr. Signature _____