

## Buyer Rebate Certificate

\_\_\_\_\_ (Agent of Real Estate Source, Inc.) offer a rebate to his/her home-buying clients. A rebate is available only to buyers who close escrow/proceeds or final settlement with the specified agent of Real Estate Source, Inc. acting as his/her sole and exclusive agent in the purchase of real estate. The rebate will be paid either in the form of a credit towards the buyers' closing cost upon the successful close of escrow/settlement. This may be contingent on Escrow or Lender approval. Rebates will be given with the following considerations:

1. Rebate will equal up to \_\_\_% of the cooperating broker commission received by the agent of Real Estate Source, Inc. OR a flat amount of \$\_\_\_\_\_ at the close of escrow/settlement.
2. Additional compensation(s) such as bonuses do not qualify for rebate.
3. The rebate will be applied to closing cost and reflected in HUD-1 form. Real Estate Source, Inc. will not issue any payment to buyer(s) outside of closing as mandated by California Real Estate Commission Regulations.
4. In The case of a TRC 1031 Tax Deferred Exchange, the party named as the "buyer or borrower" is the Qualified Intermediary (the "Exchange Company") and the rebate will be paid or credited to the Exchange Company for the benefit of the party conducting the exchange(the "Exchanger").
5. All buyers, or in the case of any Exchange, the Exchanger must sign this Rebate Agreement before any rebate will be issued.
6. This rebate program is only available where permitted under state and federal law and when otherwise not prohibited by the buyer's lender(s).
7. There may be tax consequences to the rebate. Please consult with appropriate professional for any legal or tax advice.
8. Offer subject to conditions, limitations, exclusions, modifications, and/or discontinuations without notice.

\_\_\_\_\_  
*Buyer Initials*

*If this is an exchange, please provide the name and address of the Exchange Company, the Exchange Company Officer, and the Exchange Company File#.*

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*I/We Understand that my/our lender, Exchange Company or builder/developer (in the case of new home construction), may prohibit payment of this rebate. In that event, I/we have indicated my/our agent and/or Real Estate Source, Inc. to make the payment in another manner allowed by my/our lender, Exchange Company, or builder/developer. In the event that my/our lender, Exchange Company, or builder/developer prohibits payment of the rebates, my/our agent and/or Real Estate Source, Inc. shall not be obligated to make this rebate payment.*

*In no event shall I/we be entitled to a rebate that is prohibited by my/our lender, Exchange Company, builder/ developer, and/or local, state, or federal law.*

*Property Address* \_\_\_\_\_

\_\_\_\_\_  
*Buyer 1 Printed Name*      *Buyer 1 Signature*      *Date*

\_\_\_\_\_  
*Buyer 2 Printed Name*      *Buyer 2 Signature*      *Date*

\_\_\_\_\_  
*Agent Printed Name*      *Agent Signature*      *Date*