



## New Home Rebate Instructions

***Thank you for your interest in our new home rebate program!***

*At St Johns Realty, we believe that you should receive most of our commission for the work you do when buying a new home: doing your own research, meeting with the Builder's Sales Agents and Design Center Consultants, and making the decision of which home you want to build. So, we are happy to give you up to 2% cash back on your new home purchase to reward you for your work, while still representing you as your Realtors®.*

***Please read the instructions below and see the following forms:***

### Rebate Forms

- **Buyer's Broker Representation ("Rebate Certificate")** – Please print out and give to the builder's sales agent. **\*\*IMPORTANT - Please be sure to give this to Builder's Sales Agent on your FIRST Visit to the model home\*\***
- **New Home Rebate Agreement** – Please sign and date, and send back to us.
- Optional: **Resale Home Rebate Agreement** – If you are also considering purchasing a resale (used/existing) home, please sign and date, and send back to us.

### Real Estate Form

- **Transaction Broker Notice** – Disclosure required by Florida that lists our duties to you. Please sign and date, and send back to us.

*If you don't have a way to scan these forms, you can just take a picture with your phone and text them to me at (904) 755-0766.*

*If you have any questions, please let me know.*

*Thank you,*

*Matt Redmer*



# Buyer's Broker Representation

<u>Buyer's Information</u>	
Buyer's Name:	<input type="text"/>
Buyer's Email:	<input type="text"/>
Buyer's Phone:	<input type="text"/>
<u>Builder's Information</u>	
Builder:	<input type="text"/>
Community:	<input type="text"/>
Sales Agent:	<input type="text"/>
Sales Agent's Email:	<input type="text"/>
Sales Agent's Phone:	<input type="text"/>
<u>Broker's Information</u>	
Brokerage:	<b>St Johns Realty (We Give Realty, LLC dba St Johns Realty)</b>
Brokerage License:	<b>1032383</b>
Brokerage Address:	<b>1632 Orange Branch Trl., St. Johns, FL 32259</b>
Broker / Sales Agent:	<b>Matthew Redmer</b>
Broker's License:	<b>BK3184250</b>
Broker's Email:	<b>Matt@StJohnsRealty.com</b>
Broker's Phones:	<b>Office: (904) NEW-HOME (904-639-4663) / Cell: (904) 755-0766</b>

### Buyer's Commission Refund

As the exclusive Broker representing the Buyer in their purchase of a New Home, we will be refunding / rebating a portion of our commission with the Buyer as follows:

- 2% Commission Rebate to be paid to Buyer (Based on 3% total commission paid by Builder) -OR-
- 1.5% Commission Rebate to be paid to Buyer (Based on 2.5% total commission paid by Builder) -OR-
- 1% Commission Rebate to be paid to Buyer (Based on 2% total commission paid by Builder)
- 1% Commission Balance to be paid to Broker, St Johns Realty

### Commission Payment Structure (To be Completed by Builder's Site Agent):

Broker's commission will be based on:

- The total purchase price (base price + lot + upgrades at initial contract signing + design center upgrades)
- The total purchase price before design center upgrades (base price + lot + upgrades at initial contract signing)
- The total purchase price minus any builder incentives, such as closing cost credits (base price + lot + upgrades at initial contract signing + design center upgrades - builder incentives).
- The base price only

Broker's commission is:  3%,  2.5%,  2%,  Other: \_\_\_\_\_

*Please Note: The Commission Refund will only be paid in the event that the Buyer actually closes on the home and St Johns Realty is paid as their Realtor by the Builder. It is required by Florida law that your commission refund / rebate from us be fully disclosed to all interested parties to the transaction.*



## New Home Rebate Agreement

**At St Johns Realty, we believe that you should receive most of our commission for the work you do when buying a new home: doing your own research, meeting with the Builder's Sales Agents and Design Center Consultants, and making the decision of which home you want to build. So, we are happy to give you up to 2% cash back on your new home purchase to reward you for your work, while still representing you as your Realtors®.**

### New Home Rebate – New Construction Homes Only (Also includes Quick Move-In and Builder Model Homes)

**Rebate Eligibility:** In order to be eligible for our New Home Rebate program, you must register us as your Realtor® with your Builder (usually on your first visit to the Builder's model), and we must be listed on the Builder's Contract/Purchase Agreement for your new home as your Realtor®. You must also sign this form and any state required real estate agency agreements and/or disclosures/notices that accompany this agreement.

**Rebate Disclosure Requirement:** It is required by Florida law that we disclose to all parties involved in the transaction that we will be rebating you a portion of our commission. So we will disclose this by sending a Realtor Credit/Commission Disbursement letter to the Builder, Lender, and Title Company before closing. Please note: All rebates are subject to Builder and Lender approval. (*The Florida Real Estate Commission (FREC) Rule 61J2-10.028(2) provides that a licensee may share brokerage compensation with a party to a transaction as long as full disclosure is given to all interested parties.*)

**Rebate Amount:** Our 2% New Home Rebate Program assumes a 3% agent commission; however, the minimum fee for our service is 1%. So if the commission offered by the Builder is less than 3%, your rebate will be adjusted accordingly (*for example: 1.5% rebate if the Builder is only paying 2.5% commission, 1% rebate if the Builder is only paying 2% commission, etc.*). To find out the commission the Builder is paying in order to estimate your rebate, you can simply ask the Builder's Sales Agent what commission they are paying, or we can check with them to find out for you.

**Realtor® Bonuses:** Some Builders offer Realtor® Rewards, Broker Bonuses or some other type of additional compensation for agents with multiple sales in specific markets or communities (*for example: Builder offers \$1,000 bonus to Realtors® for each additional sale that occurs within a 12-month period*). Since these incentives are typically based on our prior sales history, Buyer(s) hereby acknowledges that any Broker "incentive", "reward", "bonus" or any other type of additional compensation offered to the Broker by the Builder will be specifically excluded from our rebate program.

**Commission and Rebate Calculation Method:** The method for calculating the Commission we receive (and the corresponding rebate you receive from us) can vary by Builder. Some Builders pay commissions on the total purchase price of the home, some only pay commissions on the base price of the home, and some only pay commissions on the price of the home at contract signing (base price + lot premium + structural upgrades, but not design center upgrades). Your Sales Agent can also let you know what amounts the Builder bases their commissions on, in order to estimate your rebate.

**Rebate Disbursement:** Your New Home Rebate will be applied as a credit towards closing costs and/or prepaids (so you can bring less funds to closing). It will appear on your Closing Disclosure/Settlement Statement at closing as a "Realtor Credit". We will request that your rebate be applied AFTER the FULL amount of any Builder or Lender credits are applied. Occasionally, the combined total of Builder and Lender credits and our New Home Rebate will exceed you total closing costs and prepaids. In the event that this occurs, and your New Home Rebate is not able to be completely applied towards closing costs and/or prepaids, we can seek the following options from your Builder and Lender for any remaining balance we owe you:

- A reduction to the price of the home
- A credit applied towards options or upgrades
- Principal Curtailment (to lower the principal balance of the loan)
- Interest Rate Buy-Down (to lower the interest rate so your monthly payments will be lower)
- An increase in escrow deposits or homeowner's insurance pre-payment
- A check paid outside of closing (Please note: an IRS 1099 form may be issued for any checks paid outside of closing)
- -OR- Any other method allowed by the Builder or Lender to issue you the full rebate amount

**Cash Buyers Only:** If you are only paying cash for your home and not getting a mortgage, your New Home Rebate will be a credit applied to the grand total due at closing. Because there is no Lender involved, there is no stipulation that the rebate must be applied towards closing costs and prepaids.

**Agreement:** Buyer(s) and St Johns Realty agree that the agents at St Johns Realty will act as their exclusive Realtors® and will rebate a portion of their commission according to the terms of this agreement.

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**Buyer(s) Printed Name(s)**

Matt Redmer

**Buyer(s) Signature(s)**

Christy Redmer

**Date**

Date

Matthew Redmer, Broker/Owner  
(Florida License # BK3184250)

Christy Redmer, Broker-Associate  
(Florida License # BK3289512)



# Resale Home Rebate Agreement

**At St Johns Realty, we believe that you should receive part of our commission for the work you do when buying a resale home: doing your own research on areas and communities, locating the homes you want to tour, and determining how much you want to offer. So, we are happy to give you up to 1% of our commission on your resale home purchase to reward you for your work, while still representing you as your Realtors®.**

## Resale Home Rebate – Up to 1% Commission Rebate on Resale (Existing/Used) Homes

**Rebate Eligibility:** Resale Homes are existing/used homes being sold by a Private Seller (not a Builder). In order to be eligible for our Resale Home Rebate program, you must use us as your exclusive Realtors® and you must also sign this form and any state required real estate agency agreements and/or disclosures/notices that accompany this agreement.

**Rebate Disclosure Requirement:** It is required by state law that we disclose to all parties involved in the transaction that we will be rebating you a portion of our commission. So we will disclose this by sending a Realtor Credit/Commission Disbursement letter to your Lender and Title Company/Closing Agent before closing. *Please note: All rebates are subject to Lender approval.*

**Rebate Amount:** Our 1% Resale Home Rebate Program assumes a 3% agent commission; however, the minimum fee for our service is 2%. So if the commission offered by the Seller is less than 3%, your rebate will be adjusted accordingly (*for example: 0.5% rebate if the Seller is only paying 2.5% commission*). To find out the commission the Seller is paying in order to estimate your rebate, just give us the property address and we can check on the MLS for you.

**Showings:** We can only show homes in the NE Florida Area (Jacksonville, St. Augustine, St. Johns, Orange Park, Fernandina Beach, etc.). However, if you are looking for a home outside of our area, there are still a couple options for you to see homes:

- **Open Houses** – If the Seller is having an Open House, you can tour the home without us. However, if the Open House is more than a day or two out, we do not recommend waiting for the Open House to see the home in person.
- **Showing Agents** – Through Showami (a Showing Agent service), we can request a local Showing Agent to show the home on a day and time that’s convenient for you. The cost for this service is usually only \$39 - \$44 per showing. After the showing is confirmed with Showami, you can pay us through PayPal, Venmo or Zelle.

*Please note: It is not the listing agent’s responsibility to show homes to buyers who are working with their own agent. Except for Open Houses, if the listing agent shows you a home you are interested in, the listing agent may have the right to keep the buyer’s agent’s commission. If that happens, we would not be able to work with you, and your rebate would be forfeited on that home.*

**Multiple Offers:** If the home you are interested in has multiple offers, we may not be able to assist you unless you are able to make your offer competitive with other offers. Some ways to make your offer more competitive include the following: Offering over the asking price, Paying all cash, Using an Escalation Clause - this increases your offer by specified increments up to a specified maximum purchase price (*for example: offer amount increases by \$2,000 over any other higher offers, up to a maximum purchase price of \$650,000*), Waiving the appraisal or giving an appraisal guarantee (*for example: appraisal guarantee up to \$50,000 if the home appraises for \$50,000 less than the purchase price*), Waiving the home inspection, Closing in a short time-frame (*for example: closing in 2 weeks or less*), etc.

**Rebate Disbursement:** Your Resale Home Rebate will be applied as a credit towards closing costs and/or prepaids (so you can bring less funds to closing). It will appear on your Closing Disclosure/Settlement Statement at closing as a “Realtor Credit”. We will request that your rebate be applied AFTER the FULL amount of any Seller or Lender credits are applied. Occasionally, the combined total of Seller and Lender credits and our Resale Home Rebate will exceed you total closing costs and prepaids. In the event that this occurs, and your Resale Home Rebate is not able to be completely applied towards closing costs and/or prepaids, we can seek the following options from the Seller and your Lender for any remaining balance we owe you:

- A reduction to the price of the home
- Principal Curtailment (to lower the principal balance of the loan)
- Interest Rate Buy-Down (to lower the interest rate so your monthly payments will be lower)
- An increase in escrow deposits or homeowner’s insurance pre-payment
- A check paid outside of closing (Please note: an IRS 1099 form may be issued for any checks paid outside of closing)
- -OR- Any other method allowed by the Builder or Lender to issue you the full rebate amount

**Cash Buyers Only:** If you are only paying cash for your home and not getting a mortgage, your Resale Home Rebate will be a credit applied to the grand total due at closing. Because there is no Lender involved, there is no stipulation that the rebate must be applied towards closing costs and prepaids.

**Agreement:** Buyer(s) and St Johns Realty agree that the agents at St Johns Realty will act as their exclusive Realtors® and will rebate a portion of their commission according to the terms of this agreement.

**Buyer(s) Printed Name(s)**

**Buyer(s) Signature(s)**

**Date**

Matt Redmer

Christy Redmer

Matthew Redmer, Broker/Owner  
(Florida License # BK3184250)

Christy Redmer, Broker-Associate  
(Florida License # BK3289512)

Date



## TRANSACTION BROKER NOTICE



As a transaction broker, St Johns Realty – Matt & Christy Redmer, 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 residential real property and 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, of 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 party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a BUYER or SELLER is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the BUYER and the SELLER, but a licensee will not work to represent one party to the detriment of the other party when acting as a transaction broker to both parties.

Matt Redmer

SIGNATURE

SIGNATURE

DATE

DATE

Christy Redmer

SIGNATURE

SIGNATURE

DATE

DATE