

PHT *Listing* PROMISE



PEMBERTON  
HOMES SINCE '78

PembertonHomesTeam.com | 612-260-8777 | Info@teampemberton.com

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**Communication Guarantee:**

GUARANTEE: I will provide open and honest communication, weekly check-ins and updates via email or phone, weekly listing reports to keep you informed on all showing activity and feedback, weekly inventory reports for your area, and bi-weekly strategy recommendations to ensure we stay on top of any market changes. I also guarantee a 12 hour or less response time to all texts, calls, and emails throughout the listing process.

**Honest Promises Guarantee:**

GUARANTEE: I am going to distribute your listing to 25k agents in the 7-county metro. We will market your property off market to our database of 35,000 buyers. We will have your home presented on Zillow, Realtor.com, Trulia.com, and every major real estate portal and real estate website in existence. In addition, I will provide an in-depth marketing strategy including Facebook re-targeting and re-marketing, open houses, custom flyers, direct prospecting with hundreds of agents and their clients, and scheduled posts on all major social media platforms.

**Pricing Strategy:**

GUARANTEE: If you take my advice on where to price your home and it doesn't sell for within 2.5% of our recommended price, I will deduct \$500 off my commission at closing. If we decide to list at a higher price, this offer will be voided.

**Selling Timeline:**

GUARANTEE: At our recommended price, we will get your home under contract within 29 days. If an offer is not presented within 29 days I will deduct \$500 off my listing commission at closing. If we decide to list your home at a higher price, this offer will be voided.

**Honest Presentation of Experience & Track Record:**

GUARANTEE: I guarantee that everything I am presenting to you about my and my team's experience and track record is true. If you find anything about what I present to you as false I will donate \$500 to the charity of your choice.

**Qualified Buyer Guarantee:**

GUARANTEE: If we ever show your home to a buyer that later tells us they can't afford your home, we will deduct \$500 from our listing commission at closing. We will require that buyers are financially qualified before they come through your home for a showing. We will vet all buyers who make offers by talking with their bank to verify they are financially qualified to buy your home BEFORE we ever advise you to accept that offer.

# How to Enroll

Agree you will use Pemberton Homes to help you buy a home, meaning you will:

1. Give us your search criteria so we can set you up on a home search.
2. Notify us of any home you want to see, and we will show it to you as quickly as possible.
3. Allow us to prepare, present, and negotiate any offer you want on any home you like and we will use our skills and experience to work to get you the best possible price, terms, and conditions on the home. This includes new construction homes, FSBO, and any home you find either on your own or through us.
4. Inform all other agents, builders, and sellers you are working with Pemberton Homes if you should come in contact with them without us being there.
5. Get pre-approved with one of our preferred lenders or another lender prior to viewing homes.

## Program Conditions and Limitations

- ✓ This agreement shall be in place for 12 months from the date it is signed by all parties. You have the right to cancel this agreement, without penalty, up to the time we present an offer on your behalf. Should you want to cancel, you agree to do so in writing with 72 hours' notice, and we will deliver the notice to your agent. You also agree to let us attempt to remedy the situation, failing which, you will be released from our agreement.
- ✓ Pemberton Homes' fee is 2.7% of the purchase price and an administrative fee of \$695, payable at closing. You have no obligation to purchase a home with Pemberton Homes. However, if you purchase a property within 180 days after this agreement terminates and the property was procured by Pemberton Homes, you will be responsible for paying Pemberton Homes' compensation.
- ✓ The Love It or List It Guarantee is limited in nature, time period, and scope. Further, this advantage is only in reference to the fees charged by us. It does not cover, include, or refer to, in any way, charges by other parties, such as buyer's agent commission, closing costs, etc. This refers specifically to fees charged by us. You and Pemberton Homes must agree on a list price and sign a listing agreement for 6 months, if an offer is submitted at or above the list price and you reject it, this agreement shall be null and void. This guarantee is offered to you only on the condition that you purchase another home of equal or greater value within 6 months of completing the sale of your current home.
- ✓ You hereby indemnify and hold harmless Pemberton Homes, our agents, employees, officers, directors, and affiliates against any and all losses, claims, damages, expenses, or liabilities whatsoever, joint or several, which may arise out of or in connection with these services and guarantees and our performance in regard to the same. This indemnification and hold harmless provision shall not apply to any intentionally wrongful acts or gross negligence of said parties. Further, said indemnification and hold harmless shall be cumulative in regard to any other rights or defenses.

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Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: \_\_\_\_\_