Shirley's ional s Professional s Buyer RAD



Shirley Hicks

Associate Broker

REALTOR OF THE YEAR 2001

ABR, CRS, GRI, CDPE, CNE, CSSS, PMN, RRC, SFR SRES

Cell: 208-841-6800

E-Mail: shirley@shirleyhicks.com

Web Site: www.shirleyhicks.com



Shirley Hicks

Associate Broker

ABR, CRS, GRI, CNE, RRC, SRES, LTG, PMN, CDPE, CSSS, SFR

Personal:

Born in Nebraska and raised in Hemingford on a 3,000 acre farm/ranch. Moved to Idaho in 1963. Married Jack Hicks and raised our 3 children in the Treasure Valley.

Education:

St. Agnes Academy - Alliance, Nebraska
Boise State University - Boise, Idaho
Associate Broker
Academy of Real Estate - Boise, Idaho
Graduate of Real Estate Institute (GRI)
Certified Residential Specialist (CRS)
Accredited Buyer Representative (ABR)
Referral and Relocation Certification (RRC)
Leadership Training Graduate (LTG)
Senior Real Estate Specialist (SRES)
Performance Management Network (PMN)
Short Sale Foreclosure Resource (SFR)
Certified Short Sale Specialist (CSSS)
Certified Distressed Property Expert (CDPE)
Certified Negotiation Expert (ENE)

Experience:

Listing and selling residential and investment properties from 1987—present

Ability to manage a high volume of client accounts Subscribed to extensive search engines such as Multiple Listing Service, Realtor.com, Zillow.com

Selecting and showing properties

Ability to set priorities

Planning, organizing and time management

Qualifying buyers and establishing individual needs

Negotiating and closing sales from financing to escrow to

final recordation

Working with builders, bankers, architects, attorneys, es-

crow officers, accountants and investors

Building rapport and developing referrals through satisfied

clients

Computerized office

REFERENCES INCLUDED

Awards:

Platinum Club

(the highest production award RE/MAX and ACAR bestows)

Circle of Excellence - Ada County,

1987 - present

RE/MAX International Lifetime Achievement

RE/MAX International Hall of Fame

Realtor of the Year, 2001

Twin Award, 2005

Tribute to Women in Industry

Ada County Association of Realtors Honor Society

Lifetime Member

Realtor Political Action

Committee GOLDEN R, President's Circle

Darlene Manning Humanitarian Award, 2012

Ada County Association of Realtors Distinguished Service Award Professional

National Association of Realtors (NAR)

Affiliations:

Board of Directors State and local committee Research committee

Idaho Association of Realtors (IR) State Level

Past President Past Board of Director

Have held all offices and chairmanships

Ada County Association of Realtors (ACAR) County Level

Past President

Past Board of Director

Have held all offices and chairmanships

Past ethics instructor

Boise Regional Realtors (BRR) Local Level

Replaced Ada County Association of Realtors in name only

Intermountain Multiple Listing

President (2)

Past Board of Director

Community Affiliations:

Eagle Christian Church

Women's & Children's Alliance

Walk for the Cure

Ectodermal Dysplasia Foundation

Billy Graham Association Boise Rescue Mission Tunnels to Towers Bible Study Fellowship

Hobbies:

Family and Friends BSU Football Parties

Traveling Walking Antiques Shopping



1. Knowledge & Education

- How long have you been selling real estate?
- Have you continued to educate yourself after receiving your real estate license?
- What designations have you obtained and what do they mean to me as a Buyer?

I have been a licensed Realtor since 1987. I have enclosed my resume for you to look over, I strongly suggest you ask other agents for the same.

Getting a real estate license is a difficult task and requires many hours of studying, however, it should be only the beginning of education for a real estate agent. It is very important for an agent to become a Realtor. Being a Realtor means you have vowed to obey the rules and regulations of the National Association of Realtors, Idaho Realtors as well as our local chapter, Boise Regional Realtors. These associations have strict professional and ethical standards which is one way to ensure you are receiving quality service.

I am educated in and have been awarded the following designations:

ASSOCIATE BROKER – Advanced education and advanced experience including real estate law, finance, broker management, and appraising.

ABR – Accredited Buyer's Representative, assuring you that your interests will always be protected.

CRS – Certified Residential Specialist, which offers special expertise due to advanced study in listing, selling, investment and taxes.

GRI – Graduate of Realtors Institute, assuring you I have been educated about the professional and ethical standards to which the National Association of Realtors requires.

RRC – Referral and Relocation Certification, which offers specific training in working with transferees and their properties.

LTG – Leadership Training Graduate, members excel in career leadership through a mix of edu cation and experience.

PMN - Performance Management Network

SRES – Senior Real Estate Specialist – gives knowledge and credibility when working with senior buyers and sellers with the extra experience and training needed to handle the special needs of seniors.

CDPE- CSSS -SFR- All designations are designed for extreme understanding of the distressed market, how to manage the web of the banks in the foreclosure and short sale markets

CNE—Certified Negotiations Expert



2. Proven Track Record Helping People Buy Their Home!

• How many buyers do you represent in completed transactions per year?

I have represented 2000+ buyers and sellers since 1987. While the number of transactions is an important indicator of effective representation, it's very important to choose a full-time agent with current experience and updated education. You deserve the best representation possible and that is what I strive to provide.

3. Quality of Service

- What do your previous clients say about the quality of service you provided them?
- What portion of your business is return clients and referrals from past clients?
- Can you provide me with the names of buyers and sellers in addition to written testimonial letters?

Over the years I have helped thousands of people buy and sell their homes and many of these people have written letters of thanks and/or offered to be available as a reference to anyone inquiring about the quality of my service. I have included references in this packet.

Because I have lived in the Treasure Valley most of my life, I have developed a wide circle of clients, now friends, who have continually returned to me for their real estate needs as well as referring their friends and family. I have found that a large portion of my business is from repeat clients and/or referrals from these clients.

4. Availability

• What steps have you taken to make sure you are able to reach me?

Due to the nature of real estate, timing is very important. I have taken every step to ensure that no matter where I am, you are able to get a hold of me. I have voice mail on my office phone which will forward to my cell phone. I carry a cell phone with me at all times so I may return your call as soon as possible. I am also available via e-mail or by text (208-841-6800.)

If I am with another customer and cannot answer, please leave a message or text me. I will call back when I am free. I feel it is important to respect the clients/customers I am with at the time of their appointment. I will offer you the same respect.

Cell: 208-841-6800 (text any time) E-mail: shirley@shirleyhicks.com



5. Accredited Buyer's Representative, ABR

- What does Accredited Buyer's Representative and Buyer's Agent mean?
- How does an Accredited Buyer's Agent help me?

Accredited Buyer's Representative or Buyer's Agent, as it is sometimes called, means I represent your interests in all transactions assuring you that your interests will always be protected. Some agents may claim to be a Buyer's Agent but not all of them have been educated or accredited. Always ask if they have a designation.

As an Accredited Buyer's Representative you will receive the following educated and professional duties as stated below.

- Perform the terms of the written buyer's representation agreement.
- Use reasonable skill and care throughout the real estate transaction.
- Promote the best interests for you, my client, in good faith, honestly and fairly.
- Seek to find property for you, the buyer, and assist in all negotiations.
- Properly account for moneys involved in this transaction.
- Conduct a reasonable investigation of the property and disclose any adverse material facts that may have reasonably been known.
- Advise the buyer to obtain professional inspections of the property or to seek appropriate tax, legal or other professional counsel you desire.
- Be available to receive and/or present written offers and counter offers to you or from you.
- Request the seller's completed property disclosure form
- Maintain confidentiality of your information throughout the transaction and at the end of the buyer's representation.
- Keep an on-going business relationship based on trust and mutual respect.



I just wanted you to know what a pleasure it was to have you for our agent and to thank you for your patience in locating the "perfect" new home for us. It was great knowing that the agent whisking us through prospective homes was looking out for our best interests and not just a "sale"....

Judy W.

We would like to recommend Shirley Hicks to you as your real estate agent. Shirley is always willing to talk to you if you have any concerns. Having someone you can trust to help you buy a home is very important....

Paul and Roberta L.

"I want to thank you for the expedient and professional way you handled my client's real estate transaction. I will refer my clients' future real estate needs to you without any reservation."

H.D.H Accountant

"Through the years Shirley has proven her true dedication to her clients by continually looking at all the issues of the transaction and following up on all the details. Shirley is always on top of the situation and makes the real estate transaction very smooth.

D.A. Title Company

"I cannot put in words how amazing you really are, amazing is a total understatement. The first thought that came into my mind when thinking about buying a new home was total frustration. The entire process seems overwhelming and scary. BUY, you as our agent made it one of the best experiences of my life, for a second time...You carry yourself with such professionalism and take your buyers thoughts and feelings into account... I do not know who else could be better at selling real estate than Shirley. I will continue to refer my friends and family to Shirley."

Lonnie and Cynthia J



"Frank picked Shirley for our real estate sort of "by gosh and by guess" from real estate ads and brochures...Suffice it to say if Shirley had been a lottery ticket, we'd be basking in buck, chucking away chips...I believe you're a guaranteed winner with her...Why take a chance? Shirley's a sure pick for any of your real estate needs."

Danell and Frank W.

"Shirley was a marvelous realtor who addressed our every need in a sensitive and professional manner. When we went house-hunting, Shirley put in long hard days with us and quite honestly outpaced us all! Once we found the home of our dreams, Shirley made a very complex process incredibly simple. Insurance, inspections, appraisals, titles, contracts, she walked us through everything with the finesse and knowhow we need. Shirley Hicks was recommended to us and I wholeheartedly recommend her to you, without reserve.

Alex L.

"Shirley was professional and helpful in assisting us in locating and purchasing a home in the Boise area! We found the home we were looking for in less than a day! We described to Shirley our needs and desires in a home and neighborhood and she showed us exactly what we wanted and were able to afford. Shirley never left us wondering where we were in the process of purchasing our new home. She called, e-mailed, faxed and usecd priority mail in providing us important information and documents in a most timely manner!"

Mark and Ainsle R.

"If you're looking to buy a home, Shirley is a great choice. She listens to your needs, is patient while you are shopping and is the coolest head in the room. She can be counted on to offer sound advice about which home is the best value."

John and Linda S.



Dear Buyer(s):

Buying a home is one of the largest purchases of your life and an experience that I hope to make pleasurable for you. It is my goal to assist you in finding the very best property available under current conditions. Therefore, I think that it is beneficial for me to state how we can best work together. As an Accredited Buyers Representative and full-time professional realtor, I have made it my career to have the most current information and education in order to best represent your interests. My objective is to use my expertise to save you money now and in the future.

As a Professional Realtor, there are certain things that I ask of my clients. Because there is considerable time and energy required up front, it is important to me to know that your intention is to indeed purchase a home. Additionally, it is important for all parties involved to be realistically aware of what kind of home we are looking for. Therefore, pre-qualification with a lender and a completed loan application are something I ask each of my clients to complete, prior to showing property. This facilitates the home shopping trips and helps us as a team to remain focused on properties in your price range.

As a licensed Idaho Realtor, I am required to abide by Idaho Agency Law. I have included an agency brochure in your packet. This law requires a signed buyer/broker contract for buyers who desire "client" status. Client status is defined as representation by a broker in order to reasonably act and negotiate the best price and terms, relay information that may influence your decision to buy or sell, keep information confidential regarding your market bargaining position, and promote your interests with honesty and fair dealing. This agreement simply states that you as the buyer have chosen to work with an agent for a specified amount of time.

Additionally, it is important for you to know that as a buyer the commission is not paid by you but by the seller of the property you select. There are exceptions to this rule. The first exception would be if you were choose to reduce the purchase price by paying the commissions yourself or secondly, if you violate the buyer/broker agreement.

I have every confidence that as a team we will be able to find a property that meets your requirements. If you should have any questions about the buying process or properties anywhere in the state of Idaho, please do not hesitate to call me on my cell phone 208-841-6800. I am looking forward to working with you.

Sincerely,

Shirley Hicks, Associate Broker RE/MAX Elite Properties 208-841-6800













When Buying a Home, Which Level of Service Do You Want?



When it's time to buy a home, you have choices. You get to decide on the type of property you want to purchase—and the selection of a real estate professional to assist with your transaction.

There are several ways to define your relationship with a real estate agent. It's important to understand that the services you can expect to receive will differ, depending on your status—customer or client.

Each state sets its own rules regarding how a customer or client relationship is established, and agents have some latitude in defining what services are (or are not) included.

Generally speaking, you'll want to consider three levels of services:

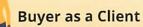


Buyer as a Customer

Your agent will provide basic administrative acts such as identifying properties for sale, completing real estate contracts (at your direction), and locating lenders, inspectors, and closing attorneys.

Your agent is not required to keep any of your information confidential and will not provide professional advice.

Works for the seller.

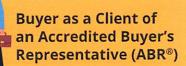


In addition to administrative acts, your agent also accepts fiduciary responsibilities, meaning they must be wholly loyal to you, looking out for your best interests and paying full attention to your needs.

Your agent will keep all your information confidential,

disclose any facts that might help your position, provide professional advice, and negotiate on your behalf.

Works for you.



Your agent has received specialized training in serving buyer-clients and meeting all their fiduciary responsibilities. Agents must also demonstrate prior experience with buyers before they can earn the ABR® designation.

Your agent's ABR® designation means they can deliver the "gold standard" in buyer-client services.

Works for you.

Ask your ABR® designee to discuss these differences in greater detail and answer any questions you have before deciding how to proceed in your home search. You'll be glad you did!





Buyer Representation:

What Homebuyers Should Know About Agency, Loyalty, and Shared Expectations

Most real estate agents earn their living by representing buyers and sellers in property transactions. The yard sign makes it obvious who is representing the sellers' interests.

However, problems can surface on the buyer's side of the transaction, mainly when buyers intentionally or unwittingly do things that lead two agents to believe they represent a buyer, which can occur in various ways. For example:

- A buyer has been searching for homes with a buyer's agent's help. They attend an open house, and the buyer starts talking to the listing agent about the kind of home they want to find, failing to mention that they are already working with another agent and agreeing to see more homes with this agent.
- Early in their home search, a couple noticed two houses for sale, each listed with a different agent. They call each agent, asking to see the homes, which leads to conversations with both agents about other properties.

A buyer has demonstrated purchasing interest with more than one real estate agent in these cases. Depending on other details of the circumstances—and how your state defines how agency relationships are formed—a dispute could arise between agents regarding who should receive a commission if the buyer proceeds with a purchase.

This is one reason why it's in everyone's best interest to select an agent before viewing homes and formalize your relationship with a signed buyer representation agreement outlining the services your agent will provide.*

Buyers can typically expect a higher level of service when they've aligned themselves with a buyer's agent—and when they make it clear to other agents that they are already represented.

Remember, buyer agency relationships are based on mutual consent, so you can cancel the agreement if your buyer's rep isn't living up to your expectations.

Most importantly, it's beneficial to discuss expectations. Each agent has their own style and preferred way of working with clients, including their obligations to you and what they expect in return.

Take time to discuss shared expectations at the beginning of your relationship. It's the surest way to avoid misunderstandings and form a strong partnership—one that allows your buyer's rep to serve you to their highest ability and helps you achieve the best results in your home purchase.

*Not every state requires a signed Buyer's Representation Agreement to create an agency relationship. In some states, an agency relationship can be formed if both parties simply behave as if one exists.









Buying a Home:

What Your Buyer's Agent Can Do For You



Purchasing a home is a major decision and more complex than many buyers realize. That's why it's essential to find a trusted professional—an Accredited Buyer's Representative (ABR®)—to help you manage the process.



Help arrange financing.

- 1 Assist in locating sources of mortgage loans.
- Help you examine how much you can afford and how much you may want to spend.
- Assist in comparing different financing options.
- 4 Provide information on purchasing incentives that may be available.
- 5 Educate and discuss the differences between being pregualified and preapproved for a mortgage.





Assist in finding the right property.

- 6 Identify your needs and wants in a property.
- 7 Find appropriate available properties.
- Set up an automated email alert system that immediately notifies you of properties that fit your requirements.
- (9) Provide access to all MLS-listed properties.
- Network with other agents for properties not yet in the MLS.
- 11) Preview properties prior to showing.
- Help select for viewing only those homes that fit your needs.
- Aid in narrowing your search until you have identified your top choices.
- (14) Assist in analyzing the pros and cons of each property.
- (15) Disclose all known material defects.
- (16) Assist you in evaluating properties for suitability, affordability, and resale value.



Educate you on market conditions.

- Educate you on whether it is a buyer's market or a seller's market.
- Show statistics on what percentage of list price sellers in the area are currently receiving.
- Show trends, current average days on market, current absorption rate, and/or current months of inventory.



Guide you through making an offer and represent you and your interests in negotiations.

- Prepare a comparative market analysis (CMA) so that you make an informed decision when offering a price.
- Advise you on what comparable properties are selling for.
- (22) Explain common contract contingencies.
- 23) Obtain appropriate seller disclosures.
- (24) Prioritize your goals.
- Help create a negotiating strategy to achieve those goals.
- (26) Write and present your offer.
- Ensure that you receive and understand all state and federally required disclosure forms.
- (28) Handle the completion of the offer to purchase or sales contract.
- 29) Educate you on the contents of the sales contract.
- Ensure that all appropriate additional forms are completed.
- Assist you in getting the best property at the best price with the least amount of inconvenience based on current market conditions.
- Prepare you for multiple offer situations and develop negotiation strategies specific to multiple offers.



Get you to closing and serve as your trusted real estate resource.

- Recommend inspectors, lenders, attorneys, and other professionals as necessary.
- Be an advocate and advisor during the closing process.
- (35) Review and discuss home inspection concerns.
- (36) Help you request and negotiate seller repairs.
- Monitor and communicate required contract deadlines to ensure that you meet them.
- Assist in coordinating communications between the listing agent, lender, attorneys, title company, appraiser, and other professionals.
- Accompany you on the walkthrough prior to closing to ensure the property is in the same condition as when you entered into the contract.
- Remain a lifelong trusted advisor regarding real estate questions, needs, or concerns.









- Agent Choice: Homebuying is not only a big financial commitment, but also an emotional one. It's
 critical that the agent you choose is educated, skilled, a full-time agent and a good fit with your personality.
- <u>Timing:</u> Remember, there's no "right" time to buy, any more than there's a "right" time to sell. If you find a home now, don't try to second guess the interest rates or the housing market by waiting. Changes don't usually occur fast enough to make that much difference in price and a good home won't stay on the market long.
- Advice: It's natural for your family and friends to share their real estate experiences with you good, bad or indifferent. But your home buying experience is yours alone, with your trusted, educated agent beside you.
- Choose: Focus on the things that are most important to you in a home. There may not be a "perfect" house but one very close with a few minor, changeable amenities.
- Negotiations: Negotiation is definitely part of the real estate process, but trying to "win" by getting an extra-low price may lose you the home you love. When you are in a seller's market, most listing prices stay firm based on the seller's motivation. When you're in a buyer's market, a stronger negotiation on price or terms is manageable.
- Location: First, choose a home because you love it. Then, understand Location, Location, Location is one of the most important aspects of future resale.
- **Financing:** A pre-approval letter is critically important when we start the house buying process. Presenting an offer with contingencies will make your bid much less attractive to sellers.
- **Home Inspection:** Trying to save money today can end up costing you tomorrow. A qualified home inspector will detect issues that many buyers can overlook.
- <u>Buyer's Remorse:</u> Accept that a little buyer's remorse is inevitable and will pass. Buying a home is a big commitment, but it also yields big benefits.

Dos and Don'ts on Property Tours

Property tours are fun! You get to imagine yourself living in new spaces and, perhaps, learn something new about your priorities and preferences.

It's also relatively easy to make mistakes while touring properties—mistakes that could anger the seller, hurt your negotiating position, or worse. For the best results, follow these tips:

🗶 1. Don't bring an entourage.

Relatives and friends may enjoy tagging along or providing personal advice, but they're also a distraction, shifting the focus away from YOUR interests and concerns. Plus, the things they say and do could hurt your negotiating position.

If it's essential to include other decision-makers, discuss this in advance with your buyer's rep.



2. Do assume the owner is watching and listening.

Surveillance cameras are increasingly common and used to monitor buyers' behavior and comments on property tours. It's an easy and effective way for owners to safeguard their property and gauge a buyer's interest, for negotiating purposes.

Comments and movements outside the home, in the driveway or the yard, may also be scrutinized, with or without cameras. Owners have been known to watch from neighbors' windows or recruit neighbors to spy on their behalf.



3. Don't take photos or video (or use live-streaming services).

In today's world, people take photos wherever they go. When touring homes, however, remember that you're on someone else's property. Unless the owner has granted permission, you may be violating state laws.

Even if you're allowed to take pictures, don't share them on social media sites. It's another way to hurt your negotiating position and invade the owner's privacy. Wait until it's YOUR house.

1

4. Do use your imagination.

Every homeowner has different tastes. If a house doesn't reflect your style, what easy and potentially inexpensive changes can you make, including fixtures, window treatments, and paint?

Several paint companies offer augmented reality (AR) apps to view walls in different colors, via your phone. Similarly, some retailers provide AR apps for viewing virtual furniture in a room. Use these tools to help envision your own style in a home.

X 5. Don't help yourself to the bathroom.

Yes, it's fine to flush the toilets and test the water faucets. It's also okay to open cabinets, drawers, and closet doors. But check with your buyer's rep before "using" a toilet. The owner may have preferences regarding this. Better yet, schedule a pit stop before starting the tour.





5 THINGS

Homebuyers Need to Know About Inspections

A home inspection provides a valuable opportunity to learn about the property you want to buy and how to care for it. Inspections also help you identify red flags—problems that could affect your safety or require expensive repairs.



If you've included an inspection clause in your purchase contract and the seller has accepted your offer, here's what you should know about what happens next:



You must select your home inspector.

Your buyer's rep can provide a list of inspectors they know and respect, but the choice of inspectors is entirely yours, and you aren't limited to your agent's list. Regardless of who you select, you must call and schedule the inspection.



You're working under tight deadlines.

A standard inspection contingency clause allows five to seven days from the contract date. However, buyers may shorten that window to two to four days in competitive markets. Regardless, you need to move quickly to complete the inspection.



You might need more than one inspector.

For example, a radon inspection is standard in many areas and must be scheduled immediately. It's also possible that your home inspection reveals areas of concern that require additional expertise, such as the presence of mold or pest damage.

Ideally, you want to complete all inspections within the inspection period instead of asking the sellers for an extension. But, again, your buyer's rep can advise you on your options in situations like this.



How to get the most from your inspection.

Most inspections last two to three hours. During that time, the inspector needs to cover an extensive list of details. Some inspectors welcome buyers' questions during the inspection. However, others find questions distracting, making it harder to concentrate on their job.

For the best results, ask your inspector how they prefer to work. Also, limit your questions and comments to specific points concerning the home inspection.



Work with your buyer's rep to respond to the inspection.

All homes require periodic maintenance, so don't be surprised when your inspector points out numerous details and suggests minor repairs and updates.

If the inspection didn't disclose any significant issues, you can feel comfortable moving forward and completing the sale. However, if substantial concerns are revealed, you'll need to consult with your buyer's rep on your options, such as requesting repairs or closing credits, or even terminating the contract.

At this point, your decisions depend on the magnitude of the issues and how badly you want to purchase the home.

The Real Estate Buyer's Agent Council (REBAC) confers the Accredited Buyer's Representative (ABR®) designation, which is an official credential of the National Association of REALTORS® (NAR).







Appropriate (and Unreasonable) Inspection Repair Requests

The seller just accepted your offer on the house. Congratulations! Most buyers include a home inspection contingency in their offer. It's a crucial step that will alert you to problems that may need to be addressed, like malfunctioning appliances or cracks in the foundation.

Inspection reports can be long and extensive. Your buyer's representative can guide you through the findings and help you decide on your next steps with the seller. What should you include in your repair requests? What's asking too much?

As a general rule, problems with non-functioning systems and safety issues are legitimate negotiable repairs. Or, if you discover substantial structural defects or serious hazards, you may want to back out of the contract.

On the other hand, issues that have already been disclosed or a long list of nickel-and-dime requests will only generate ill will with the sellers and potentially derail the transaction.

If your goal is to reach the closing table, it may be best to pass on these requests:

1. Normal wear and tear.

Chipped paint on the baseboards. A cracked mirror. Scratches in hardwood flooring. Unless you're buying new construction, most homes have a few cosmetic defects. Sellers are typically unwilling to negotiate on flaws that were visible when you made your offer.

2. Inexpensive repairs.

It would be nice if buyers could get sellers to take care of every small repair, from a torn window screen, or a cracked switch plate, to a burnt bulb in a ceiling fixture. However, common sense and intelligent compromise say it's better to focus on big-picture items.

3. Smoke and carbon monoxide detectors.

Even though many municipalities have rules regarding these safety items, it may be preferable to pass on smoke and carbon monoxide detector requests. That way, instead of settling for cheap replacements, you can shop for a system that satisfies your long-term preferences while living in the home.

4. Landscaping modifications.

It's unreasonable to expect sellers to trim foundation plantings, level out uneven walkway bricks, or repair a loose fence board. Again, these items were visible when you toured the home and will likely irritate the sellers, especially if extreme cold (or heat) makes it difficult to complete the requests.

√ 5. Code updates.

In many locations, inspectors are obligated to list any item in the house that does not meet the current code requirements. That doesn't necessarily mean the house needs to be brought up to code. Typically, these items are grandfathered into the purchase.





The Real Estate Negotiating Process

You've found a home that's right for you, and it's time to make an offer. What steps are involved in negotiating a real estate purchase?



Step 1.

Research and Planning

Depending on market conditions, you may have to act quickly before another buyer steps ahead of you. The best way to approach a home purchase is to arm yourself with facts and plan a negotiating strategy with your buyer's rep.

An Accredited Buyer's Representative (ABR®) can provide valuable assistance, counseling you on current market conditions, price ranges, comparable properties, and appropriate negotiating strategies.



Submit an Offer

Real estate transactions require a written contract, which starts with an initial offer. A check for earnest money usually accompanies an offer.

Your offer will specify a price, plus all the

terms and conditions of the purchase you want to negotiate. Your buyer's rep provides a valuable service by helping you use standard forms that are kept up to date with changing real estate laws in your state and by explaining the negotiating impact of including various terms and conditions.

Step 3.

The Seller's Response

When your offer is presented, the seller's options are to:

Accept. If the sellers sign their unconditional acceptance, then you will have a binding contract as soon as you are notified of the offer's acceptance.

Reject. If the sellers reject your offer, you are released of any obligation. Sellers cannot change their minds later and expect to bind you to a rejected contract.

Counteroffer. If the sellers like most aspects of your offer, they may present

a written counteroffer that includes the changes they'd like to make. You are free to accept their counteroffer, reject it, or make your own counteroffer. This process can repeat itself as often as necessary for you and the sellers to agree, and sign, the sales contract. At this point, negotiations are over, and the terms of the sale are final.

It is important to note that the negotiating process always moves

forward; buyers cannot accept a counteroffer that they previously rejected. If the property is still available, buyers must reinitiate negotiations by submitting a new offer.

Withdrawing an Offer

Can you take back an offer? In most cases, the answer is yes—until your offer is accepted. If you want to withdraw your offer after acceptance, be sure to consult a lawyer who is experienced in real estate matters first. You want to avoid losing your earnest money deposit or being sued for damages the sellers incurred because of your actions.

The Accredited Buyer's Representative (ABR*) designation is awarded by the Real Estate Buyer's Agent Council (REBAC), a subsidiary of the National Association of REALTORS* (NAR).





Multiple Offers: Questions to Consider in a Seller's Market

When homebuyers outnumber sellers, the result can be a multiple offer scenario. If you're searching for homes in a competitive market, you'll want to consider the dynamics of multiple offers and understand how this could impact your negotiating strategy.



Some questions to discuss with your buyer's representative:

Will I know if I'm in a multiple offer situation?

Not necessarily. Typically, it works to a seller's advantage if buyers know they are competing with one another. But a seller must give their agent permission to disclose the existence of other offers before they can share this with your buyer's rep.

How will offers be presented to the seller?

The seller decides if they want to review offers individually or have a group presentation. Once presented, sellers can accept (or counter) one offer, reject all offers, or reject all offers in conjunction with a request to resubmit a "highest and best" contract.

Will other buyers know the details of my offer?

In states where offer terms are not confidential by law, the only way to preserve confidentiality is to ask the sellers to sign a confidentiality agreement before presenting your offer, which also applies to their agent. However, if the seller opts for a group presentation of offers, you'll either have to withdraw your offer or revoke the confidentiality agreement.

If my offer has the highest price, can I be confident that I'll beat other buyers?

No. Sellers can accept whichever offer they consider "best," and that may depend on other factors, like the certainty of closing (e.g., the buyer's mortgage is already fully approved) or a preferred closing date.

What are my options for writing a stronger offer?

In addition to firming up your financing and adjusting your closing date, you can also eliminate contingencies, increase your earnest money deposit, offer to pay closing costs, or make other accommodations. Discuss your options with your buyer's rep.

If I don't want to compete with other buyers, can I withdraw my offer?

Yes, as long as you notify the seller that you're revoking your offer before they've accepted it.

Every homebuyer benefits from having their interests represented in a real estate transaction, but in a multiple-offer scenario, it's especially critical to work with an Accredited Buyer's Representative (ABR®).

An ABR® designee can help you understand and anticipate each step in a competitive negotiation situation and improve the likelihood of a successful outcome.

COMMON CLOSING COSTS FOR BUYERS

The lender must disclose a good faith estimate of all settlement costs. The title company or other entity conducting the closing will tell you the required amount due at closing. They could include the following:

- Loan origination fee
- Points, or loan discount fees you pay to receive a lower interest rate
- Appraisal fee
- Credit report
- Private mortgage insurance premium, if applicable
- Homeowner's insurance
- Property taxes
- Lender's title insurance policy
- Survey, if applicable
- Inspection fees—building inspection, termites, etc. (Buyers usually prepay these.)
- Notary fee
- Recording fee
- Underwriting fee
- Tax service fee
- Flood certification, if applicable
- Lender's title insurance
- Prorations

A Note About Prorations. Because such costs are usually paid on either a monthly or yearly basis, you might have to pay a bill for services used by the sellers before they moved. Proration is a way for the sellers to pay you back or for you to pay them for bills they may have paid in advance. For example, the irrigation or HOA company usually sends a bill each month for the costs used during the previous month. Assume you buy the home on the 6th of the month, you would owe the irrigation company for only the days from the 6th to the end for the month. The seller would owe for the first 5 days. The bill would be prorated for the number of days in the month and then each person would be responsible for the days of his/her ownership.

What to Keep From Your Closing

The Real Estate Settlement Procedures Act (RESPA) statement. This form, sometimes called a HUD 1 statement, itemizes all the costs associated with the closing. You'll need for income tax purposes and when you sell the home.

- The Truth in Lending Statement summarizes the terms of your mortgage loan.
- The mortgage and the note (two pieces of paper) spell out the legal terms of your mortgage obligation and the agreed-upon repayment terms.
- The deed transfers ownership of the property to you.
- Affidavits swearing to various statements by either party. For example, the sellers will often sign an affidavit stating that they have not
 incurred any liens on the property.
- Riders are amendments to the sales contract that affect your rights. For example, if you buy a condominium, you may have a rider
 outline the condo association's rules and restrictions.
- Insurance policies provide a record and proof of your coverage.

NOTE: A cashier's check or wire transfer will be required at closing.

From Contract to Closing

Congratulations! A seller has accepted your offer. Before you can take possession of your new home, however, several significant steps remain. Count on your ABR® to explain the process and answer your questions. While each transaction is unique, the most important steps include:

COMPLETE A HOME INSPECTION.

Assuming this contingency was in your offer, schedule a thorough inspection of the property with a qualified home inspector. If you like, your ABR® can help you identify several inspectors to choose from.

The inspector should provide you with a written report detailing any flaws found in the home, including the severity of their findings. If significant problems are found, your contingency clause should permit you to cancel the contract without obligation.

Alternatively, you may want to negotiate performance and payment for any significant repairs noted in the inspection. But also remember that no home is perfect and small repairs and maintenance issues should not derail the transaction or require another round of negotiations.

✓ REQUEST ATTORNEY REVIEW.

If your offer included an attorney review, ask your lawyer to review your sales contract and, if desired, schedule their participation in your closing.

FINALIZE YOUR MORTGAGE.

Securing a mortgage can be more complex and expensive than many consumers realize. Numerous documents and details must come together quickly. Make sure you have promptly supplied your lender with everything they request so your financing is in place for the closing day.

✓ GET READY TO MOVE.

Moving is hard work. First, decide how much help you'll need. If you plan to hire a moving company, compare costs, and make a reservation.

Other essential details include coordinating dates to end utility services and establish service in your new home. Make sure the post office has been notified of your change in address, and your bank, credit card companies, insurance agent, family, and friends.

ATTEND A FINAL WALK-THROUGH.

A pre-closing walk-through is a final check to ensure any inspection-related repairs have been made and to make sure all contracted items, such as appliances, are still in the home. The timing of the final walk-through will vary, depending on practices in your market.

PREPARE FOR CLOSING COSTS.

When you applied for your mortgage, you received a good faith estimate of closing costs. As closing approaches, you'll need to determine precisely how much money to bring to closing and what forms of payment are acceptable.

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5 FAQs About

About Closing



What is closing?

Also called settlement, closing is the legal transfer of property ownership. Occasionally, sellers may ask to close the sale but retain possession and pay rent to the buyer until vacating the property at a later date.

2. Who attends closing?

In most states, closings are in person, although remote closings are becoming more common. Your buyer's rep can provide details for your situation. The participants may include you and your agent, the seller and their agent, and each party's attorney.

Additionally, the closing agent, the title insurance representative, and the escrow agent attend closing. Often, one person fulfills all three roles, coordinating and recording the exchange of documents and money, disbursing funds, and handling various closing details.

3. Where is closing held?

Typically, closings are held at a title company's office. Their job is to confirm the current legal owner of the property, reveal any mortgages, liens, judgments, or unpaid taxes on the property, and identify any restrictions that may affect the sale of the property. Problems need to be corrected before a buyer can receive "good title."

What do I need to bring to closing?

Your buyer's rep will advise you, but buyers typically must provide a cashier's check for payment of the down payment and closing costs, proof of homeowners insurance, and a photo I.D.

If you're wiring funds for closing, beware of emails with last-minute changes to your payment or wiring instructions. It may be a scam.

5. What happens at closing?

You'll sign many documents in front of a notary, potentially including:

HUD-1 Settlement Statement – details all funds changing hands between the buyer and seller.

Truth-in-Lending Act (TILA) disclosure statement – a final summary of the terms of your loan.

Mortgage note – a legal obligation to repay the lender according to stated terms.

Deed of trust – the legal transfer of ownership, which also gives your lender a claim against your home in case you fail to meet the terms of your mortgage.

Affidavits – any binding statements by the buyer or seller.

Riders - any contract amendments that impact your rights.

Rely on your agent and potentially your attorney to review your closing documents and answer any questions you may have.

Once the documents are signed and monies have been paid, possession is transferred, and you receive the keys to your new home. The title company will ensure that the title is transferred at the county recorder's office.

Be sure to keep your closing documents in a safe place for future reference. Some of the expenses associated with your purchase may be tax-deductible.







- 1. Develop a master "to do" list so you won't forget something critical.
- 2. Sort and get rid of things you no longer want or need. Have a garage sale, donate to a charity or recycle.
- 3. Don't throw out everything. If your inclination is to just toss it, ask yourself how frequently you use the item and how you'd feel if you no longer had it.
- 4. Pack like items together. Put toys with toys, kitchen utensils with kitchen utensils.
- 5. Decide what you plan to move yourself. Precious items such as family photos, valuable breakables, or must-haves during the move should probably stay with you.
- 6. Use the right box for the item. Loose items encourage breakage.
- 7. Put heavy items in small boxes so they're easier to lift. Keep weight under 50 lbs. if possible.
- 8. Don't over-pack boxes and increase the chances they will break.
- 9. Wrap every fragile item separately and pad bottom and sides of boxes.
- 10. Label every box on all sides. You never know how they'll be stacked and you don't want to have to move other boxes aside to find out what's there.
- 11. Use color-coded labels to indicate which room each item should go in. Color-code a floor plan for your new house to help movers.
- 12. Keep your moving documents together, including phone numbers, driver's name and van number. Also keep your address book handy.
- 13. Back up your computer files before moving your computer.
- 14. Inspect each box and all furniture for damage as soon as it arrives.
- 15. Remember, most movers won't take plants.