

# Unique Selling Propositions

## *Special Clauses Glossary*

**Subject to BROKER OWNER approval:** *Each office is independently owned and operated. Unique Selling Propositions and special offers are subject to local, state and federal laws and may not be applicable in every market or Board of Realty in which Associate Worx offers instruction. These special clauses are not affiliated in any way with your Brokerage.*

**HAVE NOT BEEN APPROVED BY YOUR BROKER FOR USE IN YOUR LOCAL MARKET**

**Worx Empty Nester:** In the event that the seller should purchase a subsequent property utilizing the professional services of the listing agent named on this agreement. Provided that the agent is compensated as procuring cause an amount equal to \_\_\_% of the purchase price of the property purchased. The Brokerage hereby agrees to credit the buyer 1% of the purchase price of the property purchased at closing.

**Worx Upgrade Program:** In the event that the seller should purchase a subsequent property utilizing the professional services of the listing agent named on this agreement. Provided that the agent is compensated as procuring cause an amount equal to \_\_\_% of the purchase price of the property purchased. The Brokerage hereby agrees to credit the buyer 1% of the purchase price of the property listed in this agreement at closing of the subsequent property.

**FSBO Assistance Program: (Seller Friendly)** In the event that the seller should procure a buyer without the assistance or origination of inquiry generating from the efforts of the listing brokerage. Should that seller procured prospect successfully close on the listed property and NO AGENT/BROKERAGE is promised compensation or makes claim to procuring cause offered in the MLS. The Brokerage hereby agrees to waive all commissions and act as a transaction broker for an amount equal to \_\_\_% of the total purchase price. The Seller hereby agrees to remove all signage, flyers, property brochures and property offerings from the residents and agrees to never print or publish the property address in seller direct marketing.

**FSBO Assistance Program: (Realtor Friendly)** In the event that the seller should procure a sales contract without the assistance or origination of inquiry generating from the efforts of the listing brokerage. Should that seller procured contract successfully close on the listed property and NO AGENT/BROKERAGE is promised compensation or makes claim to procuring cause offered in the MLS. In the event that the buyer on the sales contract and closing documents is named \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ or \_\_\_\_\_ The Brokerage hereby agrees to waive all commissions and act as a transaction broker for an amount equal to \_\_\_ % of the total purchase price. The Seller hereby agrees to remove all signage, flyers, property brochures and property offerings from the residents and agrees to never print or publish the property address in seller direct marketing.

**FSBO Assistance Program: (Compromise)** In the event that the seller should procure a buyer without the assistance or origination of inquiry generating from the efforts of the listing brokerage. Should that seller procured prospect successfully close on the listed property and NO AGENT/BROKERAGE is promised compensation or makes claim to procuring cause offered in the MLS. The Brokerage hereby agrees to waive all commissions and act as a transaction broker for an amount equal to \_\_\_% of the total purchase price. This offer is good on contracts written during the initial \_\_\_ days of this listing agreement only. The Seller hereby agrees to remove all signage, flyers, property brochures and property offerings from the residents and agrees to never print or publish the property address in seller direct marketing.

**Free Service:** to offer any of the following, individually or as part of a bundle

*(landscaping, mulch, impatiens, sod, paint front door, curb appeal upgrade, staging analysis, designer touches program, pressure cleaning, moving prep system, concierge services, executive level concierge services program, pool cleaning, pet sitting, professional showing coordinator.*

Upon execution of listing agreement the listing agent hereby agree to perform the following enhancements to the property and or service offering within the initial 30 days of the listing term with no cost to the seller...

*BE VERY VERY SPECIFIC as to the number of bags of mulch, which areas to pressure clean, what exact services will be rendered, how many impatiens will be planted and where and when.*

**Free Moving Truck:** The listing agent hereby agrees to provide a 24 ft moving truck with dolly and ramp, the Listing agent will provide 100 miles at no cost to the seller. Additional mileage, insurance, boxes and accidental damage are at the sole expense of the seller.

or

The listing agent will credit the seller \$100-250 at closing to cover the cost of a moving truck rental at the sole discretion and responsibility of the seller.

**60 Day Sale Guarantee:** In the event that for any reason this property is not under a legal and binding sales contract within the initial 60 days of the listing period (by \_\_\_/\_\_\_/\_\_\_) the listing agent hereby agrees to...

**(Choose one do not use more than one in any listing agreement)**

- a) Pay the seller \$\_\_\_\_\_ cash and release the seller from the agreement
- b) Pay the seller \$\_\_\_\_\_ cash and market the property through the duration of the listing agreement
- c) Reduce the total commission by \$2500
- d) Reduce the commission by \$1000 per month until the property is sold.
- e) Reduce the total commission by 1% per month until the property is sold.
- f) Waive 100% of the listing commission and keep the property in the MLS offering a buyer side commission only. (Subject to \$495 transaction fee)
- g) Employ all marketing efforts of the Brokerage free from any and all commissions to be due to the listing Brokerage and provide the seller an unconditional release at any time following the expiration of the 60 day sale guarantee.

**FIRE WORX PROGRAM:** The brokerage hereby agrees to terminate the listing agreement without cause subject to paragraph 4.71 of the listing agreement upon written notice by the seller.

optional

There will be a \$\_\_\_\_\_ termination fee due upon and payable prior to status change to conditional status change.

**NO LONGER TERM LISTING AGREEMENT:** Seller may terminate the listing agreement without cause subject to paragraph 4.7.1 of this agreement.