



**Standard Business Practices
for
Tony and Marti Giacobbe, A Tradition of Service**

In order to provide the highest care and service to our clients, we have adopted the following practices to guide our daily business activities. We subscribe to the National Association of Realtors Code of Ethics and adhere to the principles of One America. These tenets can be found on the NAR website and our personal website, and we invite prospective clients to review them.

Georgia is a buyer representation state. Georgia Law prohibits agents from representing buyers as a client without first entering into a written agreement (OCGA par 10-6A-1 et seq). NAR Code of Ethics and Standards of Practice require a written agreement between buyers and their agents before performing any real estate specific duties such as showing properties, providing advice, preparing offers or creating CMAs. The agreement establishes the relationship as either client or customer based.

Duties of Real Estate Licensees to clients who have a written broker-client representation agreement include: Loyalty, Obedience, Disclosure, Confidentiality, Reasonable Care & Diligence, Accounting as well as Advice. We encourage all of our prospective buyers to review and sign the Buyers Brokerage Agreement in order to take full advantage of our expertise and benefit from the broker-client relationship that it creates.

The following standard practices will be used for all clients (n/a for RELO clients):

1. Potential clients should visit our website, www.tonyandmarti.com to review our background and become familiar with us. Most are found in the reports section under “Prospective Buyer Clients”:
 - a. Mission Statement,
 - b. The Home Buying Process,
 - c. The current Local Market Conditions,
 - d. Buyers Brokerage Agreement (BBA).
 - e. Buyers Needs Analysis
2. Clients who have signed the Buyers Brokerage Agreement will be provided a login and password to the “Client Support Area”. The following “Insiders Guide” documents will provide buyers with additional information which may prove valuable to them during their home purchase.
 - a. BBA REO/RELO Disclosure
 - b. Protect Yourself pamphlet
 - c. Lead Based Paint brochure
 - d. GAR Real Estate Contract;
 - e. How Georgia Homes are Really Bought and Sold;
 - f. How to Really Read a Set of HOA Covenants.
 - g. Six Ways to Beat the Stress of Buying a Home
 - h. Five Powerful Buying Strategies
3. Potential clients who are contemplating obtaining a mortgage, agree to be pre-qualified by a lender of our choosing or approval. There are a variety of lenders in the marketplace, with varying reputations and competencies. We’ve worked with many and we always begin with a select few, because we know their tolerances for pre-approving potential buyers. This does not commit a buyer to a particular lender, and clients are free to shop other lenders for their mortgage. This just gets us started, and buyers will have a reliable GFE to compare to others. However, once a contract is written, changing lenders prior to closing may incur statutory delays

in addition to contractual time limits in the contract. The time to shop for financing is before you find a home.

4. In lieu of a mortgage pre-approval, potential clients who are cash buyers will provide a “Proof of Funds” statement from their financial institution on company letterhead with point of contact, and a letter of commitment that those funds will be used solely for a home purchase.

5. Potential clients who decline to complete items 2, 3 or 4 are considered to be doing market research only, and are categorized as “customers”. We are happy to accommodate these market researchers, and will happily accept them as non-purchasing customers. Program details are available on request.

6. Buyer clients may want to do neighborhood and property research on their own. We highly encourage clients to visit neighborhoods and public open houses to develop a sense of various neighborhoods and typical properties therein. In order to protect our broker-client relationship, buyers shall introduce themselves to other real estate agents by notifying them that they are already represented by an agent, and provide our business card to them at that time. Clients should be aware that if their broker-client relationship is not divulged to other agents, they may incur additional financial costs. Some listing agents/brokerages will even reduce the buyer-agent commission if you arrive without your agent.

7. Buyers have a choice of closing attorneys. At the time of contract writing, we will automatically recommend the firm of Weissman Nowak Curry Wilco as our preferred business partner as described in the Affiliated Business Agreement Disclosure provided with the BBA. If buyer wishes to choose a different closing firm, buyer should do so expeditiously since any delay will normally delay closing. Once a period of five days has passed, any change in closing attorney may impact buyer financially, and buyer assumes any and all financial responsibility resulting from their decision to change.

8. Your login credentials for the protected reports section on Tonyandmarti.com are:

a. Username:

b. Password:

9. Buyer clients should complete items 2, 3 and 4 prior to being shown any candidate properties. Additionally, they will be provided the Coldwell Banker Buyers Services Guarantee, which details some of the specific actions they can expect from their agents.

10. Once a candidate property is under contract, the following actions and/or services are recommended: independent home inspection, termite inspection if required by your lender, survey, owners title insurance, home warranty.

11. Buyers who are contemplating purchasing a short sale or foreclosure property must be aware of the extended time it takes to close these properties as well as the inherent risk of an unsuccessful closing. Additionally many bank or corporate owned properties are “as is”, have limited documentation and few warranties. (see BBA REO/RELO disclosure)

Buyer

Date

Agent

Date