LMS

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SHORT SALE TRANSACTION . . . BUYER DISCLOSURE & ACKNOWLEDGMENT

SUBJECT- ADDRESS: ____

Please be advised that Loan Mitigation Services, LLC ("LMS") has been retained as Short-Sale Processor/Facilitator for said property transaction.

LMS prides itself on being a professional, short-sale processing service and aims to suit the needs of all parties to said transaction.

That said, when making an offer to purchase subject property, Buyer(s) may be asked by Seller to execute a contract which requires that it be approved by Seller's lender or some other third party. Such a condition may indicate that a "Short Sale" circumstance may exist, if not already expressed in the MLS Listing.

Now, therefore, the Buyer(s) and Buyer's (Buyer/Selling) Agent ACKNOWLEDGE/AGREE as follows:

1. The executed offer to purchase subject-property is **part of a short-sale transaction**.
2. Despite executed offer between Seller and Buyer, all offers are **subject to third-party approval**.
3. Said executed offer **does not guarantee a successful short-sale** transaction or that Seller's lien-holder will agree to a "discounted-payoff" in connection with Seller's sale of property to Buyer(s).
4. As the retained short-sale facilitator, **LMS will make every effort to get executed offer Approved** by Seller's lien-holder (typically, Lender).
5. **LMS has not made any promises, guarantees or representations** about the ability to successfully complete said effort.
6. At the time of Buyer(s) executed offer to purchase, Seller may not have been informed of lien-holder's acceptable offer amount. **Seller's lien-holder may require a "Broker's Price-Opinion" (BPO),** which assists lien-holder in identifying a reasonable/acceptable offer amount.
7. Said short-sale **process is a timely/complex matter and can take up to 90 days** in some circumstances to close.
8. Cooperate with LMS in communications and provide any and all documents, as requested in a timely manner.
9. **Lien-holder is under NO obligation** to consider, respond, approve or disapprove Buyer(s) offer to purchase.
10. LMS is **NOT acting** on any party's behalf, included, but not limited to an agent, title, buyer, attorney, accountant, counselor, advisor, consultant, agency or non-profit agency.
11. **LMS is NOT representing Buyer(s) in any capacity**; simply ONLY acting as document/communication facilitator.
12. The terms "negotiate", "negotiating", "negotiated", "negotiators" or "negotiation" may be used loosely, and if so, they are **strictly meant** to describe how we may help you navigate the short-sale process.
13. **LMS does NOT negotiate terms** with any parties to said transaction.
14. Buyer(s) and Buyer's Agent agree not to contact lien-holder(s). **LMS shall serve as the ONLY Lender point-of-contact** in said transaction.
15. Buyer(s) and Buyer's Agent agree to **hold LMS harmless and fully indemnifies** the same (including, but not limited to attorney's fees, whether or not litigation ensues, costs and all other litigation expenses).
16. Buyer(s) and Buyer's Agent understand that a **short-sale is a labor-intensive and time-consuming process that takes on average 3 months (can be 6 or even 9)**, so time is of the essence. Therefore, if and when LMS has successfully processed Buyer's offer/short-sale, thus receiving a "Approval Letter" from lien-holder, Buyer acknowledges to be in position to move forward and close (purchase) **within 30-45 days of receiving notice of "Approval Letter**."
17. LMS charges Buyer(s) a minimum **processing fee of $4950.00** (forty-nine hundred and fifty dollars) or 1% of total purchase price, whichever is greater.

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18. LMS shall make every attempt to have Seller's primary lien-holder in said transaction pay LMS processing fee, but in the event lien-holder is unwilling, then Buyer shall be responsible.
19. In the event Seller-Lender is unwilling or rejects processing fee, then Buyer(s) hereby authorizes and directs designated title/closing-agent to reflect "Processing Fee" as a **Buyer's closing cost on the Settlement-Statement/HUD** and collect Processing Fee from Buyer and disbursed to LMS.
20. Buyer Payment Obligation - In the event a Seller's lien-holder issues written approval of the short-sale transaction and the transaction successfully closes, and the Seller's lien-holder does not pay LMS's processing fee, Buyer shall be solely and personally responsible for payment of the LMS Processing Fee to Loan Mitigation Services, LLC as a contractual obligation.
21. Escrow Disbursement Authorization - Buyer hereby irrevocably authorizes and directs the closing agent and/or escrow holder to collect and disburse the LMS Processing Fee directly to Loan Mitigation Services, LLC from Buyer's funds at or prior to closing. Buyer acknowledges that payment of the LMS Processing Fee is a condition precedent to closing.
22. Survival & Remedies - Buyer's obligation to pay the LMS Processing Fee shall survive closing, recording, and transfer of title. In the event of non-payment, LMS shall be entitled to pursue all lawful remedies available under Florida law, including recovery of reasonable attorney's fees and costs.
23. **Contingency Basis / Earned Fee - LMS works on a contingency basis and shall only be compensated upon successful lender approval and closing of the transaction. In the event lender approval is obtained and Buyer fails or refuses to close without legal justification, LMS shall be deemed to have earned its Processing Fee.**

BY SIGNING BELOW . . . I/WE HAVE COMPLETELY READ AND AGREE/ACKNOWLEDGE THIS DISCLOSURE.

BUYER SIGNATURE	BUYER PRINT NAME	DATE

BUYER **COMPANY** NAME

BUYER-AGENT SIGNATURE	BUYER-AGENT PRINT NAME	DATE

BUYER-AGENT **BROKERAGE/COMPANY** NAME