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Like most sites on the Internet, we also collect anonymous data on how our visitors *use our site*. This data reflects site usage patterns gathered during thousands of customer visits each month and does not contain any personally identifying information whatsoever. We reserve the right to share this anonymous data, provide log files and other databases of user information to third parties for analysis, and to use this information to better understand client traffic and to improve our online services.

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## **Notice About Online CMA (Comparative Market Analysis)**

TexasMLSBroker.com™ offers users a convenient "CMA" Tool (Comparative Market Analysis Tool) so users may determine *an approximate* market value of their respective homes. TexasMLSBroker.com™ does not guarantee, warranty or certify the accuracy of this information offered by the CMA tool. Actual CMA reports involve the use of professional realtor market knowledge and careful "COMP" analysis that no automated report can replace. TexasMLSBroker.com™ does not guarantee or warranty any final CMA numbers that may be indicated by use of our CMA tool and users of this website agree to hold harmless TexasMLSBroker.com™ of any liability associated with their reliance upon this automated information.

Final market value determination can only be provided based upon a study of "Comps" and careful analysis of

## **Cash Rebate Terms and Conditions**

Commission rebates are always deemed negotiable and based upon and subject to an executed contractual agreement with TexasMLSBroker.com™. Cash rebate amounts shown on this website are strictly *limited service rebates* and are not guaranteed, unless agreed to in writing in an executed buyer agreement with The Miramas Group, LLC.

Rebates are always calculated based upon gross commission paid by a new home builder. Hence no business deductions are made to your rebate before we calculate rebate owed.

Rebates are always calculated on actual "Commission Sales Price" used by your builder to determine Realtor commission. That means your cash rebate may not be based upon final sales price, but on initial or a base price determined by your home builder. Please refer to your new home purchase contract to understand the new home sales price your realtor commission is based on. Generally, rebates follow published rebate percentages shown on this website but are subject to change without notice.

Exact rebate amounts displayed on this website are not guaranteed and may be subject to change without notice. Only cash rebates agreed to in writing are deemed guaranteed.

In order to obtain a cash rebate from TexasMLSBroker.com™, a new home buyer cannot be represented by another licensed real estate professional and must ensure at the time of their contract that "The Miramas Group, LLC" and/or "TexasMLSBroker.com" is added to your contract as your buyer agent. As a TexasMLSBroker.com™ client you must agree to execute a brokerage rebate protection agreement for the rebate they are to receive.

In the event of non-payment to TexasMLSBroker.com™ of their buyer's broker commission, as provided for in your new home purchase contract, the client agrees to hold TexasMLSBroker.com harmless for non-credit, non-payment of a cash rebate. Clients acknowledge that ALL client cash rebates are firstly dependent upon FULL payment of buyer's broker commission as determined at the time of contract and as shown in your written buyer agreement.

If for any reason and in the event our Realtor commission paid to TexasMLSBroker.com™ is less than the amount shown in your agreement, commission rebate will also be commensurately less.

Per regulations of the Texas Real Estate Commission in Austin (TREC) All cash rebates are subject to the consent of the Principals (Clients) we (TexasMLSBroker.com™) represent. Meaning if TexasMLSBroker.com™ is representing a specific party in a real estate transaction, we need that party's consent before providing that party a cash rebate. Normally this is accomplished via a buyer representation agreement where the rebate amounts and terms of our services are mutually agreed upon.

In general buyer cash rebates may be used towards a buyer's closing costs and prepaids, but never towards a buyer's down payment unless your transaction is all cash. Other uses of TexasMLSBroker.com's™ buyer cash rebate may involve a reduction of your home's final price, or increasing your new home design center allowance by the amount of your rebate, without increasing your home's final sales price.

Please be aware that rebate amounts shown on this website are not guaranteed. It is the responsibility of all clients to make contact with us prior to signing a new home contract with any builder to understand actual rebate amounts and to get that amount in writing. At that time we will confirm your rebate and bring to your attention and issues that may cause your rebate amount to change. Rebates will not change after your representation agreement with TexasMLSBroker.com™ is executed, unless upon the consent of all parties or in the event of partial or non-payment of full commission by your homebuilder.

In no case shall any cash rebate offer be more than the actual commission paid to TexasMLSBroker.com.

## **Advertised Rebate Amounts Shown on MLS Listings**

Web visitors are reminded that it is illegal for the Real Estate industry to "fix" commission rates to Texas consumers. Therefore, rebate amounts shown on pre-owned MLS listings may be subject to change without notice in the event the commission offered is less than 3%. Before accepting any rebate shown on this website as fact, you must contact TexasMLSBroker.com first. You agree as a term of use for this website, that you hold TexasMLSBroker.com harmless in the event that actual rebates are less than amounts shown.

## **Exclusive Low Cost to Commission FREE New Home 0% Move-up Offer**

TexasMLSBroker.com offers a completely commission free NEW home move ups for select new home builders. Actual client cost for TexasMLSBroker.com's™ "Free" move up is based upon the "Commission Calculated Sales Price" of the home you are buying, (determined by the individual home builder and explained in your new home purchase contract) and the sales price of the pre-owned home we are selling for you. As long as that difference between your existing home sale and the new home purchase is \$50K or more, and the builder is an TexasMLSBroker.com™ "Preferred New Home Builder," your total *net* listing fee cost will equal ZERO DOLLARS, ZERO PERCENT or 100% FREE (all 6% avoided) upon closing of your new home. If you close your pre-owned home prior to closing your new home within 30 days or more, you will have to cover a temporary 4% commission fee and when you close your new home, TexasMLSBroker.com will refund back the temporary commission fee.

In order to provide the best service to our clients, we do charge a \$450 Transaction Coordinator fee to handle processing of your home sale and \$350 Transaction Coordinator fee to handle the processing of your new home purchase. Transaction Coordinator fees are to be paid at time of closing. This fee is in addition to any commissions being collected by TexasMLSBroker.com.

Our new home 0% move up offer is *always in lieu of our advertised buyer cash rebate offer and only applies to NEW HOMES, meaning TexasMLSBroker.com™ offers one money-saving option but not both on the same transaction.*

TexasMLSBroker.com™ money saving New home move-up offer applies to all San Antonio area new home builders.

## **New Home Builder Information**

TexasMLSBroker.com™ does not represent any new home builders in any manner and never acts as a new home listing agent unless specifically indicated otherwise. TexasMLSBroker.com™ is furthermore NOT compensated by any New Home Builders for advertising and or marketing of their new homes on our website.

TexasMLSBroker.com's new home advertisements and information are deemed reliable but are not guaranteed and are subject to change without notice.

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