

How To Buy All The Cash Flow Producing Investment Properties You Would Ever Want In The Charlotte North Carolina Market!

1. **Are you frustrated with all of the hoops you are faced with when looking for good investment properties to buy?**
2. **Is your market over valued making selling or exchanging your current investment properties impossible?**
3. **Do you think current property prices make cash-flow-positive real estate investments a thing of the past?**

Dear Investor:

If you would like the answers to solve these problems (and many others), please take a moment to read this special report. Since 1993, I have worked with hundreds of buyers not only, in locating investment properties but showing buyers how to analyze them and how to profit from them in the Charlotte North Carolina market and surrounding areas.

When buying investment real estate, the process is much more difficult and time consuming than traditional real estate, especially if you are not local to the area or if you don't have the time to figure out exactly how find and purchase good properties that meet your criteria. The hassle of looking for an investment project is much more complicated since you have so many more "hoops" to jump through.

Since most investors do not NEED to buy a property, you have to be aware of this fact: The most important knowledge you need is not about investment real estate (that comes later) its about finding a property project that gives you the wealth building benefits of a great, long term investment along with the security you need when buying investment real estate (even from afar)!

Wealth building with real estate in any area, starts with the basic steps any good real estate investor requires:

1. Assembling a trusted team of advisors.
2. Finding the property the meets your criteria.
3. Analyzing the investment including all capital improvement costs (fix-up costs), the estimate rental income and the operating costs of the prospective property.
4. Structuring a strategy, negotiating the acquisition, performing due diligence, managing the purchase contract, and closing the transaction.
5. Managing the investment income and expenses!

(A good real estate broker should help you with all of these important areas!)

Smart investing in any market will put you in the position where someday your investments will earn more money each year than you do working at your job. At that point you can retire and do what ever you want, or continue to work and really sock away the dough – and build up some serious wealth!

I have found that every real estate investor invests for one or all of the following reasons:

1. Appreciation
2. Tax Advantages
3. Cash Flow
4. Retirement

Or stated another way, a great investment should have the following qualities:

1. Beats (or benefits from) inflation.
2. Gives you tax advantages.
3. Provides growth or cash flow.
4. Helps your overall retirement plan.

The Carolina market can provide real estate investors with ALL of these benefits!

What Can I Expect From This Market?

In this market, you can expect to see monthly rent to value multipliers of .009 to .01. That means, for example, that if property is priced at \$80,000 per unit, you can see gross rents in the \$720 per month to \$800 per month range. This generally translates to a capitalization rate of over 8% (\$6,720 of net operating income per \$80,000 in price). Vacancy rates vary from market to market as with any city. Of course, location plays a key role in this. 6-15% vacancy rates are not uncommon. There are some better areas and some worse. (NOTE: if you are unsure what these ratios mean to you and your investment, don't worry. Please read on.)

The housing stock for single family investments is plentiful. With median price ranges in the \$210,000 range for our market, finding property that will cash flow for less than \$120,000 is very probable.

The multifamily stock however, it not quite so plentiful. There are actually less opportunities to choose from (and that is a good thing). What do I mean? There are less apartment opportunities for sale versus single family homes. So, fewer inventories to look at, but in the small inventory availability can lay the opportunity to create great wealth through proper management. As with any multifamily property you will always come out ahead with vacancy since there are more units. Would you rather have one unit vacant or one unit out of 8 vacant? For many investors, this provides a great deal of comfort in the confidence and predictability of the investment's cash flow.

The foundation of cash flowing properties is here in our market. That does not mean that they are all great investments, if it were that easy, everyone would be doing it. Cash flowing properties that can be used for your wealth building plan exist today in the Carolinas!

So, What Does All Of This Mean To YOU?

You are looking to invest your hard earned money into real estate for a reason... No matter what the reason, all investors want a successful transaction defined by THEIR terms. As a real estate broker, I have designed an investment property buying system that I find meets the needs of many investors I encounter. (However, sometimes it does not, and that's OK with me.) I call it my *VIP Buyers Program*.

By having me assist you with investment real estate, here are just a few things my *VIP Buyers Program* will help you discover:

- > How to tell if the property is REALLY as good of a deal as the broker or owner is telling you- MAKING SURE you **Avoid** a real loser and bag the real winner! I am in the business to help my clients invest in winning properties!
- > How to increase the value of your investment real estate before you even take ownership.
- > Discover the insider's secrets of learning of the property's profit and loss statement is real or fake.
- > Identify the 5 easy steps to "Auto Pilot" Management of the investment real estate; never having to deal with tenants (if that is what you want).
- > How to get into a property with a very small cash outlay.
- > Discover how to find hot, new investment properties meeting your criteria delivered to you for a review ASAP. (no more fumbling around the internet calling slippery listing agents and waiting for return calls)
- > How to get insider access to great investment properties before they even get on the market- that never hit the multiple listing service, giving you first shot at these potential opportunities.
- > How to quickly analyze an investment property of any size to make sure it will be a good, long-term winner!
- > Unearth the ability to avoid wasting time with unqualified properties and avoid those people that would force them upon you!
- > Identify the hidden secrets of getting ever nickel possible from the seller at the closing table every time.
- > Uncover the knowledge of how to borrow up to two to five percent more every time you purchase an apartment property to lower your down payment even more!
- > How to set up the proper negotiating strategy to make sure you get the lowest rate and the best terms on any commercial loan.
- > Discover the experienced commercial investors secret on how to have a 100% occupied commercial property every time you purchase, even if there is vacancy!
- > The truth about buying investment property then selling on a lease option and how doing this in North Carolina could end you up in jail and/or paying fines in excess of \$10,000!
- > Discover how to find financing where you can put down less than the typical 20% down payment and even buy single family investment properties with NOTHING DOWN using only your stated income!
- > Discover how to buy a profitable property and turn around and sell the property in the future AND NEVER PAY ANY CAPITAL GAINS TAXES. (This strategy alone will put tens of thousands of dollars in your pocket.)

Our **VIP Buyer Service** is an innovative, but simple system that I have developed to help Carolina area investment property buyers (both local and out of town), quickly and easily, find the investment property they want for the price they want.

I have perfected a very unusual real estate investment system here in the Carolinas. This system is giving people the income and the wealth much quicker than the average person. I am not talking about books and tapes; I am talking about being directly in this business with the help of a professional real estate advisor.

So the question is there, "Do you want to build wealth in a market that offers safety, consistency and affordability or do you want build wealth with zero or negative cash flow betting on the if-come in resale?"

The cost to be a VIP Buyer under my system is not cheap. Cheap is a relative term. What you pay for something is typically only a bad deal if it does not work.

What would be a fair price to pay for a proven system that you can use to build wealth in real estate in a market that affords the correct economics to make it work?

The good news is that it won't cost that much!

If you want to become a **VIP Buyer** and have me work with you and represent you as your broker and coach in locating this kind of real estate I have referred to in this letter, the cost is \$1,500.00. (Note: This is a one-time retainer fee that is refunded back to you at the closing). In other words, once you start working with me to locate and purchase Carolina real estate, I will issue the \$1,500 back to you at closing!

My VIP Buyers have told me that they consider this a small risk for the huge return and a continued investment in their future.

Skeptical???

Like you, I have seen every get rich quick scheme there is; every approach to making money in real estate. I don't blame anyone for being skeptical in today's day and age! As a matter of fact, I would be skeptical too...

Q&A

1. Can this really work in the Carolinas?

By having me represent you as your broker and act as your coach in implementing the strategies and systems- you'll have an unfair advantage over working the average local real estate agent. (Yes, there is a difference between agent status and broker status)

2. I've seen all of those get rich in real estate deals, what makes this different?

First, I am in the business to represent investment property buyers, not sell books and tapes. This is a tried and true system; it's not a get rich quick kind of deal. It is only for serious investors. When you work with me, we specifically build a PLAN for you to invest in the Charlotte and surrounding areas. And unlike many so-called plans, we actually work together in developing and following this one.

3. This all sounds good in theory, but what about management? I don't want to deal with a bunch of tenants, I don't have the patience or the time, and I'm busy enough as it is. Plus, what if I live in another state?

That's the nice thing about working with me- I supply the property management function for you using one of my local contacts who provide property management services so it can be totally "hands off". Never receiving a call or talking to a tenant... if that's what you like. Keeping your time to yourself and your lifestyle.

4. What is a property needs capital improvement renovation work in order to get it to produce the maximum cash flow?

Again, I supply the local vendors who can give you written quotes on getting these things handled. They are equipped to provide digital pictures with all quotes. After the property has been stabilized, the property management will handle on going maintenance items using their in-house vendors.

5. Why should I listen to you? I'm not that familiar with you or your market or investment real estate for that matter?

You shouldn't. Always verify everything anyone tells you when it comes to spending money. My system will show you how to verify important figures prior to purchasing any property. You must have a complete picture. My contracts are very buyer friendly. When managed properly, protect you the buyer in order to help insure you don't end up with the wrong property at the wrong price and avoid the hassles that can be inherent with buying real estate. I am also in investor. Many of the important parts to my system have been learned and refined over my years as an investor and representing investment property buyers. As a broker who handles foreclosure dispositions for several banks and asset managers, I know this business from both perspectives. (This is critical to any investment property buyer considering foreclosures.) No one is going to force you to buy anything. I am your broker and coach, not your drill sergeant. As always, feel free to visit any time, I'll even pick you up from the airport.

6. Is this going to take a lot of time?

No, it shouldn't. Our up front conversations about what you are trying to accomplish will help ensure you don't see every single property available in the market (unless you want). Together, we determine our communication schedule prior to doing anything. We'll set it up so on your terms and your schedule.

7. Is it complicated? I don't know much, if anything, about North and South Carolina laws.

The nice thing about this is that it is not complicated at all. If you think about it, it all comes down to the math and performing the necessary investigations and inspections. Once you understand what the numbers tell you, and how to find these profitable properties, you will easily recognize the "good-fit" property for you. I provide you with the background you need in order to "speak the lingo" so as not to be confused or intimidated by investment real estate. I will have you up to speed as a local investment property expert in no time, easily and without any confusion. The same goes for the legal stuff.

8. I am comfortable investing in stocks or mutual funds. I know I can get a great return, it is easier to track and I do not have to worry about management. What do you say about that?

If this is your thinking, in many ways I can see why. It has been drilled into our heads from all different kinds of "experts" that this is the easy way to make good money over the next 10, 15 or 20 years. That you need to wait this long play it safe game (and in this case, no management). Well, if you want to do what the average person does, you will get the average results. Ask around, how to traditional market investors feel about the recent activities? Ask them how much they have made and lost? If you are satisfied with average, this is not for you. Please don't call me. Remember that in our market, investment real estate is:

1. Management easy. You can do it yourself or hire it out. You don't have to sacrifice your lifestyle.
2. Tax advantages. Remember, you can write off interest and depreciation. Depending on your income, paper losses can be a good thing.
3. Cash flow and return! This will change your life. After your first property, you will wonder why you never thought of this earlier.

This “set for life” system is only for those serious about committing to their long term wealth. If you are looking to pick up a small portfolio of homes or a couple of small apartments per year, this may be well worth it for you.

9. I have called other agents who don’t charge a retainer fee, why do you?

Unfortunately life is a two way street. You get what you pay for. I am not ashamed to tell you that I highly value my time. I am only looking to work with serious investors with whom there is a good fit. I cannot spend my time with people that are not serious since it hampers progress and opportunities form my clients that do become VIP Buyers. Further, I am worth it. I have invested a tremendous amount of time and money in my profession by getting higher education like a Masters in Business Administration and a CCIM (Certified Commercial Investment Member, NAR’s highest designation). What that could mean for you is that the odds are very high that my services are better than your run-of-the-mill agent who barely graduated high school.

My retainer fee is 100% refundable WHEN your transaction closes, I even guarantee you will be satisfied (read-on). In 99% of the transactions I do, we receive our fee from the listing agent or the seller direct. Your net cost for this will be nothing! I only ask for some compensation in the unlikely event you do not close on the property. My clients tell me that the information you will get from through my VIP Buyers Program is worth ten times the retainer fee I charge. Why would anyone pay such a fee? Think about it....

Are you STILL Skeptical?

Well, I am also when it comes to things like this. As I said before, anytime I hear about some opportunity that could enhance my financial situation, I tend to be skeptical. Like you, I have been duped and sold a bill of goods before. In other words, I have been ripped off! So, if you have read this information and think this is too good to be true, that you want to believe this will work for you, BUT think there is some catch to it somewhere, something to hide, something that will surprise you and disappoint you, STOP! Let me assure you that this is not the case here.

The good news. This system works. It’s proven. It has a track record of success and it is easy to implement. The enclosed testimonials are proof that you can join these people in real estate success. So, if you are still undecided, still skeptical, good, I understand.

The Skeptics Guarantee #1:

If you start working with me and **WITHIN THE FIRST 30 DAYS**, for whatever reason, find that I am not any good, did not live up to your expectations, wasted your time or for any reason you think I have failed in what I said I would do, I will not only terminate your relationship but I will also return your retainer fee for spending the time working with me. That’s correct! If for any reason you are dissatisfied working with me and want to end our relationship, I will gladly do it AND give return the retainer fee. No kidding. I am that confident that by working with me, it will make a huge leap in your wealth plans.

If I were you, I would want this kind of assurance, especially if you are an out of town investor.

(I have built my entire real estate business on the concept of providing services that I wish I had when I first started)

When you become one of my VIP Buyers, you also get the following bonuses:

Investment Property Tool #1

The Ultimate Landlords Tool Kit

You will get my complete land-lording toolkit. This includes exactly how I rent my properties to the best tenants, at the highest rent rates and with the least amount of headache. I also share my process on how to get rid of a bad tenant should one slip through the cracks. This invaluable information is the result of years for trial and error and countless hours spent trying to perfect the property management process. This information is also invaluable to you even if you use property management. It helps ensure your property manager has a good system and is actually on the ball working hard to maximize your investment.

Investment Property Tool #2

Secret Wealth Building Strategies For Investment Property Owners

I reveal the strategies and systems of the most successful investment property owners. This kit gives you cutting edge information on how investment property owners determine which property is best for them. It not only details the entrance strategies but the exit strategies to use. This kit includes a special section that pours through the details on all of the important financial measures are derived and what they mean to you particular investment. (This is where you learn all of the jargon and fancy terms bankers and brokers often use. (After this, you will be well equipped to run with the big dogs!)

Investment Property Tool #3

A Free Subscription To My Real Estate Investors Insider Newsletter

This is a gem of a newsletter I personally write that is geared strictly towards real estate investors. I cover a range of important topics from how to buy more real estate using your IRA's to how to develop an exit strategy when you sell a property and pocket your gain, tax free (without needing to identify more property)!

Investment Property Tool #4

How To Use Your IRA Accounts to Invest In Real Estate Audio CD

This CD reveals details on how you can build your wealth by investing your retirement funds into real estate and forget about being churned and burned with stocks. This is the recording produced during a recent conference call where we details how this will work for you and what to avoid when investing IRA funds into real estate. This is a 'MUST HAVE' for anyone thinking about using this powerful strategy in order to tap new funds for more real estate investments that yield health returns with a high level of control and predictability.

Investment Property Tool #5

A Copy of My Book Entitled, "The Insider's Guide to Commercial Investment Real Estate- The Key To Your Investment Success"

This book will serve you well by helping demystify commercial real estate investments and introduce the most important, and most commonly misunderstood, concepts of commercial property investing. The book explores the key areas in both multi-family residential and non-residential

commercial investment properties including the importance of a great location and what makes a location great. Learn how commercial property is valued and the importance of operating expenses in relation to income. Find out how commercial property is financed, and how that financing is very different from single-family residential financing. Know how to use comparable market data; to adjust it and where to find it and dissect the sales transaction to learn the anatomy of the commercial sales process.

The Skeptics Guarantee #2:

For Property Prices Starting at \$1,000,000.

I will guarantee that when you find the property you want to purchase, I will negotiate on your behalf to help you purchase that property for at least \$21,000 less than the listed price plus any seller paid concessions negotiated Agent will pay you \$2,000 when closed.

For Property Prices Starting at \$200,000 to \$1,000,000

I will guarantee that when you find the property you want to purchase, Agent will negotiate on your behalf to help you purchase/lease for at least \$6,000 less than the listed price plus any seller paid concessions negotiated Agent will pay you \$1,000 when closed.

There is one problem...

In order to give the service and attention that I have outlined, I can't work with everyone. There simply is not enough time. Further, just as you are deciding if this is a good fit, I must decide if you are a good fit for me as well.

Your goals and expectations must be a good match with what I can provide. That is why we must schedule an initial consultation, in order to check the fit.

Your Next Steps:

- 1. Read (DO NOT SIGN) the Working With Agents In North Carolina Disclosure Form.**
- 2. Read (DO NOT SIGN) the Exclusive Buyers Agency Agreement you will be asked to approve, if and when YOU decide this is a good fit for you.**
- 3. Complete the enclosed information card return it to my office. (You can also call me at 704-442-1774 ext. 100 or 800-587-4066 ext.100 to set up our initial call. During this call, I plan to address any questions you may have and ask you several questions that I will have. I will review what will happen in the first 30 days. If we find that there is a good fit, I will ask you to sign our agreement and mail it back to me with a check for \$1,500. If you decide I am not the one to help you with your wealth building plan, please be comfortable in telling me that. 'No' is perfectly acceptable.**

Sincerely,

A handwritten signature in black ink, appearing to read "Robert J. Cassam Jr.", written in a cursive style.

Robert J. Cassam Jr.
MBA, CIMM, Broker (NC, SC)

PS You are going to invest your hard earned money this year on something... shouldn't it be something that not only has likely tax savings, easy management, real wealth building potential and the opportunity to truly meet your personal and financial goals? I've designed this program with as little risk as possible for you, plus it is guaranteed! You have all of the tools here; the decision is up to you.

PPS After working in this business for years, the most striking difference between those who amass wealth in anything, is procrastination. No matter if you choose to work with me or someone else, I urge you to do something. Procrastination in the real estate investment world means either being in the game or not! Please don't sit on the sidelines and endlessly collect data and over analyze this business. Do SOMETHING, today!

WORKING WITH REAL ESTATE AGENTS

NOTE: Effective July 1, 2001, in every real estate sales transaction, a real estate agent shall, at first substantial contact directly with a prospective buyer or seller, provide the prospective buyer or seller with the following information [NC Real Estate Commission Rule 21 NCAC 58A. 0104(c)].

When buying or selling real estate, you may find it helpful to have a real estate agent assist you. Real estate agents can provide many useful services and work with you in different ways. In some real estate transactions, the agents work for the seller. In others, the seller and buyer may each have agents. And sometimes the same agents work for both the buyer and the seller. It is important for you to know whether an agent is working for you as **your** agent or simply working **with** you while acting as an agent of the other party.

This brochure addresses the various types of working relationships that may be available to you. It should help you decide which relationship you want to have with a real estate agent. It will also give you useful information about the various services real estate agents can provide buyers and sellers, and it will help explain how real estate agents are paid.

SELLERS

Seller's Agent

If you are selling real estate, you may want to "list" your property for sale with a real estate firm. If so, you will sign a "listing agreement" authorizing the firm and its agents to represent you in your dealings with buyers as your *seller's agent*. You may also be asked to allow agents from other firms to help find a buyer for your property.

Be sure to read and understand the listing agreement before you sign it.

Duties to Seller: The listing firm and its agents must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have signed the listing agreement, the firm and its agents may not give any confidential information about you to prospective buyers or their agents without your permission so long as they represent you. **But until you sign the listing agreement, you should avoid telling the listing agent anything you would not want a buyer to know.**

Services and Compensation: To help you sell your property, the listing firm and its agents will offer to perform a number of services for you. These may include • helping you price your property • advertising and marketing your property • giving you all required property disclosure forms for you to complete • negotiating for you the best possible price and terms • reviewing all written offers with you and • otherwise promoting your interests.

For representing you and helping you sell your property, you will pay the listing firm a sales commission or fee. The listing agreement must state the amount or method for determining the commission or fee and whether you will allow the firm to share its commission with agents representing the buyer.

Dual Agent

You may even permit the listing firm and its agents to represent you **and** a buyer at the same time. This "dual agency relationship" is most likely to happen if an agent with your listing firm is working as a *buyer's agent* with someone who wants to purchase your property. If this occurs and you have not already agreed to a dual agency relationship in your listing agreement, your listing agent will ask you to sign a separate agreement or document permitting the agent to act as agent for both you and the buyer.

It may be difficult for a *dual agent* to advance the interests of both the buyer and seller. Nevertheless, a *dual agent* must treat buyers and sellers fairly and equally. Although the *dual agent* owes them the same duties, buyers and sellers can prohibit *dual agents* from divulging **certain** confidential information about them to the other party.

Some firms also offer a form of dual agency called "designated agency" where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each "designated agent" to more fully represent each party.

If you choose the "dual agency" option, remember that since a dual agent's loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the *dual agent* and • what the agent will be doing for you in the transaction.

BUYERS

When buying real estate, you may have several choices as to how you want a real estate firm and its agents to work with you. For example, you may want them to represent only you (as a **buyer's agent**). You may be willing for them to represent both you and the seller at the same time (as a **dual agent**). Or you may agree to let them represent only the seller (**seller's agent** or **subagent**). Some agents will offer you a choice of these services. Others may not.

Buyer's Agent

Duties to Buyer: If the real estate firm and its agents represent you, they must • promote your best interests • be loyal to you • follow your lawful instructions • provide you with all material facts that could influence your decisions • use reasonable skill, care and diligence, and • account for all monies they handle for you. Once you have agreed (either orally or in writing) for the firm and its agents to be your *buyer's agent*, they may not give any confidential information about you to sellers or their agents without your permission so long as they represent you. **But until you make this agreement with your buyer's agent, you should avoid telling the agent anything you would not want a seller to know.**

Unwritten Agreements: To make sure that you and the real estate firm have a clear understanding of what your relationship will be and what the firm will do for you, you may want to have a written agreement. However, some firms may be willing to represent and



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assist you for a time as a *buyer's agent* without a written agreement. But if you decide to make an offer to purchase a particular property, the agent must obtain a written agency agreement. If you do not sign it, the agent can no longer represent and assist you and is no longer required to keep information about you confidential. Furthermore, if you later purchase the property through an agent with another firm, the agent who first showed you the property may seek compensation from the other firm.

Be sure to read and understand any agency agreement before you sign it.

Services and Compensation: Whether you have a written or unwritten agreement, a *buyer's agent* will perform a number of services for you. These may include helping you • find a suitable property • arrange financing • learn more about the property and • otherwise promote your best interests. If you have a **written** agency agreement, the agent can also help you prepare and submit a written offer to the seller.

A *buyer's agent* can be compensated in different ways. For example, you can pay the agent out of your own pocket. Or the agent may seek compensation from the seller or listing agent first, but require you to pay if the listing agent refuses. Whatever the case, be sure your compensation arrangement with your *buyer's agent* is spelled out in a buyer agency agreement before you make an offer to purchase property and that you carefully read and understand the compensation provision.

Dual Agent

You may permit an agent or firm to represent you **and** the seller at the same time. This "dual agency relationship" is most likely to happen if you become interested in a property listed with your *buyer's agent* or the agent's firm. If this occurs and you have not already agreed to a dual agency relationship in your (written or oral) buyer agency agreement, your *buyer's agent* will ask you to sign a separate agreement or document permitting him or her to act as agent for both you and the seller. It may be difficult for a *dual agent* to advance the interests of both the buyer and seller. Nevertheless, a *dual agent* must treat buyers and sellers fairly and equally. Although the *dual agent* owes them the same duties, buyers and sellers can prohibit *dual agents* from divulging **certain** confidential information about them to the other party.

Some firms also offer a form of dual agency called "designated agency" where one agent in the firm represents the seller and another agent represents the buyer. This option (when available) may allow each "designated agent" to more fully represent each party.

If you choose the "dual agency" option, remember that since a *dual agent's* loyalty is divided between parties with competing interests, it is especially important that you have a clear understanding of • what your relationship is with the *dual agent* and • what the agent will be doing for you in the transaction. This can best be accomplished by putting the agreement in writing at the earliest possible time.

Seller's Agent Working With a Buyer

If the real estate agent or firm that you contact does not offer *buyer agency* or you do not want them to act as your *buyer agent*, you can still work with the firm and its agents. However, they will be acting as the *seller's agent* (or "subagent"). The agent can still help you find and purchase property and provide many of the same services as a *buyer's agent*. The agent must be fair with you and provide you with any "material facts" (such as a leaky roof) about properties.

But remember, the agent represents the seller - not you - and therefore must try to obtain for the seller the best possible price and terms for the seller's property. Furthermore, a *seller's agent* is required to give the seller any information about you (even personal, financial or confidential information) that would help the seller in the sale of his or her property. Agents must tell you *in writing* if they are *sellers' agents* before you say anything that can help the seller. But **until you are sure that an agent is not a seller's agent, you should avoid saying anything you do not want a seller to know.**

Sellers' agents are compensated by the sellers.

WORKING WITH REAL ESTATE AGENTS

This is not a contract

By signing, I acknowledge that the agent named below furnished a copy of this brochure and reviewed it with me.

BUYER _____ **DATE** _____

SELLER _____ **DATE** _____

FIRM

Carolina Realty Advisors
201 W. Morehead St.
Suite 200
Charlotte NC 28202
Phone: 704-442-1774, Fax: 704-442-8841

Agent Name and License Number Robert J Cassam Jr. #164661

Disclosure of Seller Subagency

When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.

Buyer's Initials Acknowledging Disclosure: _____

Agents must retain this acknowledgment for their files.

PREPARED BY: Robert J. Cassam Jr., Broker

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**EXCLUSIVE RIGHT TO REPRESENT BUYER
Buyer Agency Agreement**

[Consult "Guidelines" (Form 201G) for guidance in completing this form]

STATE OF NORTH CAROLINA, County of Mecklenburg , Date _____

("Buyer"), hereby employs Real Estate Express Inc. dba Carolina Realty Advisors [Firm Name] as the Buyer's exclusive agent ("Agent") to assist the Buyer in the acquisition of real property which may include any purchase, option and/or exchange on terms and conditions acceptable to Buyer.

Buyer represents that, as of the commencement date of this Agreement, the Buyer is not a party to a buyer representation agreement with any other Agent. Buyer has received a copy of the "Working with Real Estate Agents" brochure and has reviewed it with Agent. Buyer further represents that Buyer has disclosed to Agent information about any properties of the type described in paragraph 1 below that Buyer has visited at any open houses or that Buyer has been shown by any other real estate agent.

1. **TYPE OF PROPERTY:** Residential (improved and unimproved) Commercial (improved and unimproved)
 Other _____
(a) General Location: _____
(b) Other: _____

2. **DURATION OF AGENCY:** Agent's authority as Buyer's exclusive Agent shall begin _____, and subject to paragraph 4, shall expire at midnight, _____, or when Buyer acquires real property of the type described in paragraph 1, whichever occurs sooner.

3. **EFFECT OF AGREEMENT:** Buyer intends to acquire real property of the type described in paragraph 1. *By employing Agent as Buyer's exclusive Agent, Buyer agrees to conduct all negotiations for such property through Agent, and to refer to Agent all inquiries received in any form from other agents, salespersons, prospective sellers or any other source, during the time this Agreement is in effect.*

[Instructions: Initial only ONE]

_____ In the event Buyer wishes to consider a property listed with the Agent's firm, Buyer authorizes Agent to act as a dual agent, representing both Buyer and Seller, subject to the terms and conditions of the attached Dual Agency Addendum.
_____ Buyer does NOT authorize Agent to act in the capacity of dual agent.

4. COMPENSATION OF AGENT:

(a) Agent acknowledges receipt of a non-refundable retainer fee in the amount of \$ 1500.00 which shall shall not be credited toward any compensation due Agent under this Agreement.

(b) Except as otherwise provided below, Agent shall seek compensation from a cooperating listing firm (through the listing firm's offer of compensation in MLS or otherwise) or from the seller if there is no listing firm, and Buyer agrees that Agent shall be entitled to receive same in consideration for Agent's services hereunder. If Buyer purchases property where no compensation is offered by either the listing firm or the seller, then Buyer agrees to pay Agent a fee of 3%

(insert dollar amount, percentage of purchase price, or other method of determining Agent's compensation for each type of property the Buyer may purchase). If the compensation offered by the listing firm or seller is less than the compensation inserted above, Buyer agrees to pay Agent the difference. **If additional compensation and/or a selling incentive (bonus, trip, money, etc.) is offered through the MLS or otherwise, Buyer will permit the Agent to receive it in addition to the compensation set forth above.**

(c) The compensation shall be deemed earned under any of the following circumstances:
i. If, during the term of this Agreement, Buyer, any assignee of Buyer or any person/legal entity acting on behalf of Buyer directly or indirectly enters into an agreement to purchase, option, and/or exchange any property of the type described above regardless of the manner in which Buyer was introduced to the property; or
ii. If, within 30 days after expiration of this Agreement, Buyer enters into a contract to acquire property introduced to Buyer during the term of this Agreement by Agent or any third party, unless Buyer has entered into a valid buyer agency agreement with another real estate agent; or
iii. If, having entered into an enforceable contract to acquire property during the term of this Agreement, Buyer defaults under the terms of that contract.

(d) The compensation will be due and payable at closing or upon Buyer's default of any purchase agreement. If Buyer defaults, the total



PREPARED BY: Robert J. Cassam Jr., Broker
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Buyer(s) _____

compensation that would have been due the Agent will be due and payable immediately in cash from the Buyer. No assignment of rights in real property obtained for Buyer or any assignee of Buyer or any person/legal entity acting on behalf of Buyer pursuant to this Agreement shall operate to defeat any of Agent's rights under this Agreement.

Notice: Buyer understands and acknowledges that there is the potential for a conflict of interest generated by a percentage of price based fee for representing Buyer. The amount, format or rate of real estate commission is not fixed by law, but is set by each broker individually, and may be negotiable between Buyer and Agent.

5. **DISCLOSURE OF BUYER'S IDENTITY:** Unless otherwise stated in Paragraph 12 below, Agent has Buyer's permission to disclose Buyer's identity.

6. **OTHER POTENTIAL BUYERS:** Buyer understands that other prospective purchasers represented by Agent may seek property, submit offers, and contract to purchase property through Agent, including the same or similar property as Buyer seeks to purchase. Buyer acknowledges, understands and consents to such representation of other prospective purchasers by Agent through its sales associates.

7. **AGENT'S DUTIES:** During the term of this Agreement, Agent shall promote the interests of Buyer by: (a) performing the terms of this Agreement; (b) seeking property at a price and terms acceptable to Buyer; (c) presenting in a timely manner all written offers or counteroffers to and from Buyer; (d) disclosing to Buyer all material facts related to the property or concerning the transaction of which Agent has actual knowledge; and (e) accounting for in a timely manner all money and property received in which Buyer has or may have an interest. Unless otherwise provided by law or Buyer consents in writing to the release of the information, Agent shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by Buyer, if that information is received from Buyer during the brokerage relationship. In satisfying these duties, Agent shall exercise ordinary care, comply with all applicable laws and regulations, and treat all prospective sellers honestly and not knowingly give them false information. In addition, Agent may show the same property to other buyers, represent other buyers, represent sellers relative to other properties, or provide assistance to a seller or prospective seller by performing ministerial acts that are not inconsistent with Agent's duties under this Agreement.

Upon closing of any sale of property not entered in a listing service of which Agent is a member, Buyer authorizes Agent to submit pertinent information concerning the property, including sales price, to such listing service.

8. **BUYER'S DUTIES:** Buyer shall: (a) work exclusively with Agent during the term of this Agreement; (b) pay Agent, directly or indirectly, the compensation set forth above; (c) comply with the reasonable requests of Agent to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement; (d) be available for reasonable periods of time to examine properties; and (e) pay for all products and/or services required in the examination and evaluation of properties (examples: surveys, water/soil tests, title reports, property inspections, etc.).

9. **NON-DISCRIMINATION: THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT.**

10. **OTHER PROFESSIONAL ADVICE:** In addition to the services rendered to Buyer by the Agent under the terms of this Agreement, Buyer is advised to seek other professional advice in matters of law, taxation, financing, insurance, surveying, wood-destroying insect infestation, structural soundness, engineering, and other matters pertaining to any proposed transaction. Although Agent may provide Buyer the names of providers who claim to perform such services, Buyer understands that Agent cannot guarantee the quality of service or level of expertise of any such provider. Buyer agrees to pay the full amount due for all services directly to the service provider whether or not the transaction closes. Buyer also agrees to indemnify and hold Agent harmless from and against any and all liability, claim, loss, damage, suit, or expense that Agent may incur either as a result of Buyer's selection and use of any such provider or Buyer's election not to have one or more of such services performed.

- Buyer acknowledges receipt of a sample copy of an Offer to Purchase And Contract for review purposes.
- Buyer acknowledges receipt of a copy of the brochure *Questions and Answers on: Home Inspections*.

11. **HOME WARRANTY:** The seller of any property Buyer may be interested in buying may or may not provide a home warranty as a part of any sale. If the seller does not provide a home warranty, Buyer may elect to purchase one. Buyer understands that although Agent will assist Buyer in identifying available home warranty products, Buyer must refer specific questions regarding coverage afforded by any such product to the provider thereof.

12. **ADDITIONAL PROVISIONS:**

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1. Buyer shall notify Agent within 30 days of the Effective Date of this agreement, in writing, if for any reason Buyer elects to terminate this agreement. Upon written notification, Agent shall refund retainer fee referenced in section 4(a).
2. Addendum 1

13. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No modification of any of the terms of this Agreement shall be valid, binding upon the parties, or entitled to enforcement unless such modification has first been reduced to writing and signed by the parties.

14. **MEDIATION:** If a dispute arises out of or related to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. If the need for mediation arises, the parties will choose a mutually acceptable mediator and will share the cost of mediation equally.

15. **CONFIDENTIALITY OF OFFERS:** Agent hereby advises Buyer of the possibility that sellers or sellers' representatives may not treat the existence, terms, or conditions of any offers Buyer may make as confidential.

(NOTE: Buyer should consult with Agent before visiting any resale or new homes or contacting any other real estate agent representing sellers, to avoid the possibility of confusion over the brokerage relationship and misunderstandings about liability for compensation.)

Buyer and Agent each hereby acknowledge receipt of a signed copy of this Agreement.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

BUYER _____ DATE _____

E-Mail _____

Agent (Firm)

Carolina Realty Advisors
201 W. Morehead St.
Suite 200
Charlotte NC 28202
Phone: 704-442-1774, Fax: 704-442-8841

By: _____

Signature Robert J. Cassam Jr.

Date

Individual license # 164661

E-Mail robass@ix.netcom.com

Addendum 1

Buyer/Tenant Performance Guarantee

For Property price (or lease value) starting at \$1,000,000:

Agent shall guarantee that when you find the property you want to purchase/lease, Agent will negotiate on your behalf to help you purchase/lease that property for at least \$21,000 less than the listed price plus any seller/landlord paid concessions negotiated Agent will pay you \$2,000 when closed. Requires \$1,500 refundable retainer fee up front.

For Property price (or lease value) starting at \$200K to \$1,000,000:

Agent shall guarantee that when you find the property you want to purchase/lease, Agent will negotiate on your behalf to help you purchase/lease for at least \$6,000 less than the listed price plus any seller/landlord paid concessions negotiated Agent will pay you \$1,000 when closed. Requires \$1,500 refundable retainer fee up front.

All cash rebates shall be disclosed on the closing statement and subject to approval by the lender.

Prospective Buyer Application

[Fill This Out]

Fill out completely and have available at the initial appointment.

The most critical factor to having a successful real estate experience is to get clear about expectation levels. In order to do this, we need to know several critical pieces of information about you and your situation. This application is divided into 3 parts. Make sure you answer each part as thoroughly as possible. Your answers will be reviewed at our initial appointment.

Part 1: Personal Information

Part 2: Qualifications

Part 3: Additional Information

Part 1: Personal Information:

Name	/	Spouse	/	Date		
Address	/	City/State	/	Zip		
Home phone	/	Work Phone	/	Cell Phone	/	Fax
E-Mail	/	Web Address				

Part 2: Qualifications:

Are you planning on using an entity to buy the property?

How long do you think it will take to find your investment property?

What do you think a real estate agent's job is?

Why are you wanting to buy investment property?

Where do you want the property to be located (best case and worse case)?

What date would you like to close?

Who else is involved in your ultimate decision (parents, friends, relatives, etc.)?

What are the features you MUST have in your next investment property?

What are the features you'd LIKE TO HAVE in your next investment property?

How often do you expect your agent to communicate with you?

Do you talk with existing sellers of income property about buying?

Do you have an investment hurdle rate or target return?

Do you plan on "flipping" the property?

Who do you think will find your next investment property, you or your real estate agent?

Have you been pre-qualified or pre-approved by a lender?

Do you have your down payment available if we should find a property quickly?

Are you aware of the average list to sale price ratio and cap rate in our marketplace?

Is there anything that would keep you from investing in a property today?

Do you absolutely have to invest?
