

Buyer Discount Fee Agreement - Short Sale Negotiations

This agreement, acknowledgement, and waiver is made between **American Capital Consultants, Inc.** ("Processor")

& _____, _____ ("Buyer(s)),
entered into this _____ day of _____, 20_____, is based upon
the mutual promises, undertaking and considerations recited herein in connection with the sale of the
following property:

("Property").

Buyer acknowledges, verifies, and agrees to each of the following:

1. The Seller of Property has a mortgage payoff on Property that is greater than the final sales price or contract offer from Buyer.
2. Processor is negotiating with Seller's lender on behalf of Seller and Buyer in order for said mortgage company to accept Buyer's offer, which is less than Seller's mortgage payoff amount
3. Because of Processor's negotiation with Seller's mortgage company, Buyer has the opportunity to purchase Property at or below market value and the terms of Buyer's offer, including sales price, would not be possible without Processor's administrative work and negotiation on behalf of Seller and Buyer.
4. Processor is negotiating a short sale, or discounted mortgage payoff, on behalf of the Seller and Buyer of the Property offered for sale, and Processor, Seller, and Buyer have agreed upon and acknowledged that this sale will include a Buyer Discount Fee of 1.5% (one and one-half percent) of the contract sales price or \$2,500.00, whichever is greater, to be paid to Processor. The Buyer Discount Fee will be paid by the Buyer, and the agreed Real Estate Sale Contract amount should be reduced by the amount contained in this Buyer Discount Fee Agreement. In this transaction, the Buyer Discount Fee shall be in the amount of \$_____ (1.5% of the purchase price or \$2,500.00, whichever is greater). The signing parties verify that the agreed contract price was reduced by the amount stated to pay for the buyer Discount Fee. The buyer(s) verifies that they will bring a certified check made payable to Short-Sale-Negotiations to the closing table, and said amount will be paid at the end of the transaction to Processor.
5. Inspections ordered by Buyer before lender acceptance of Buyer offer are the responsibility of Buyer.
6. Buyer agrees to hold Processor, Seller, and any and all real estate agents involved in the purchase of the Property harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the Processor or employees paid by Processor for the purpose of negotiating a short sale or discounted mortgage payoff on the subject Property.
7. In the event that the Processor is unsuccessful in negotiating a short sale or discounted mortgage payoff to facilitate a transaction for the contract sale price, the Buyer has no contractual obligation to the Processor.

Buyer Signature

Date

Buyer Signature

Date