

# **CASTLE DREAM REAL ESTATE, LLC**

## **1% REBATE COUPON**

### ***MUST Present on FIRST visit with CASTLE DREAM REAL ESTATE AGENT***

This rebate coupon entitles the person(s) named below to receive a 1% Rebate based on the base price of a new home purchase or the contracted sale price of a resale home from Castle Dream. Rebate Coupon valid only for the builder/seller named below. All required information is to be completed by the Castle Dream Real Estate Professional and MUST be presented on the FIRST visit and signed by all parties listed to be valid. Signing this rebate coupon creates no obligation.

Issued To: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Issue Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Builder/Seller(s): Name \_\_\_\_\_

Builder/Seller(s) Signature: \_\_\_\_\_

**BUYER:** Print and present this rebate coupon at the first meeting with the Castle Dream Real Estate, LLC agent.

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agent Name: \_\_\_\_\_ License No. \_\_\_\_\_

Print

Agent Signature \_\_\_\_\_ Date: \_\_\_\_\_

Builders Base Price/Sellers Contract Price\$ \_\_\_\_\_

(Enter After Sales Contract Is Signed)

Signature indicates acceptance and understanding of the Terms and Conditions



Use additional coupons as required for Builders/Sellers verifications

## NOTICE OF NONREPRESENTATION

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES PROVIDE THIS NOTICE AT FIRST CONTACT TO ALL POTENTIAL SELLERS AND BUYERS OF REAL ESTATE.

You are hereby notified that Castle Dream Real Estate, LLC does not represent you in any capacity. You should not assume that any real estate broker or salesperson represents you unless you agree to engage a real estate licensee in an authorized brokerage relationship, either as a single agent or as a transaction broker. You are advised not to disclose any information you want to be held in confidence until you make a decision on representation.

Use of the Castle Dream Web Site acknowledges receipt of this form and does not establish a brokerage relationship.

## TRANSACTION BROKER NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES OPERATING AS TRANSACTION BROKERS DISCLOSE TO BUYERS AND SELLERS THEIR ROLE AND DUTIES IN PROVIDING A LIMITED FORM OF REPRESENTATION.

As a transaction broker, Castle Dream Real Estate, LLC provides to you a limited form of representation that includes the following duties:

1. Dealing honestly and fairly;
2. Accounting for all funds;
3. Using skill, care, and diligence in the transaction;
4. Disclosing all known facts that materially affect the value of the real property and are not readily observable to the buyer;
5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing.
6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listing price, that the buyer will pay a greater price than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
7. Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but the licensee will not work to represent one party to the detriment of the other party.

### Castle Dream Real Estate, LLC

#### Coupon Terms And Requirements

**Fax Signed Coupons And Signed Sales Contracts To 352-799-0691**

**Please Include All Pages of This Document When Faxing**

**Questions? Call 888-51-DREAM (37326)**

**BUYERS MUST SIGN AND DATE ALL SHEETS**

Eligibility requirements for buyer/program rules:

1. Coupon must be presented upon potential buyer's first visit with Castle Dream's Real Estate Professional. After signing a sales contract, potential buyer must claim rebate by faxing the contract and the signed coupon (with base/contract price entered) to Castle Dream at 352-799-0691.
2. Offer is not valid if potential buyer is accompanied by a non-Castle Dream Real Estate agent during registration or contracting, or if potential buyer has previously registered with a non-Castle Dream real estate agent at the Builder or previously reviewed Sellers property with a non-Castle Dream real estate agent or was referred to us by another real estate company or from one of our referral net works.
3. Registration with the Builder/Seller listed above must occur within 30 days after the coupon's "issue date". If you are unable to have the coupon signed within 30 days, you can go to the Castle Dream web site and apply for a new Coupon, but must supply all coupons as proof with a complete sales contract.
4. You must enter into a sales contract for a home with valid Builder/Seller within 60 days after coupon's "issue date", or Castle Dream must approve an extension in writing. After entering into a sales contract, you must fax the signed contract to Castle Dream at 352-799-0691 as soon as possible.
5. Coupon is valid only for the Builder/Seller shown on coupon and signed by the Castle Dream Real Estate Professional.
6. If you are currently working with a non-Castle Dream Real Estate Professional, please disregard this program, as it is not intended to be a solicitation to participate and you are not eligible.
7. CASTLE DREAM STRONGLY ENCOURAGES ALL PROSPECTIVE HOME PURCHASERS TO SEEK APPROPRIATE LEGAL COUNSEL FOR ALL ASPECTS OF A HOME PURCHASE TRANSACTION. CASTLE DREAM'S ROLE IN THIS TRANSACTION IS LIMITED TO THAT PROVIDED BY APPLICABLE FLORIDA STATE LAW.

8. Rebate from Castle Dream is payable and due only if closing occurs on a new home purchased from the Builder or Seller's resale home listed above after all terms, conditions and requirements of this program have been met, and Castle Dream receives its standard commission from the Builder/Seller. The rebate check is generally mailed after closing.
9. The Castle Dream rebate is 1% of the BASE selling price of the new home as defined by the builder or the Sellers signed contract for a resale home. BASE selling price excludes options, upgrades and lot premiums for a new home. If the builder makes adjustments to the base price that have the effect of lowering the selling price of the home, and/or reducing the price upon which it pays its cooperating broker commission, the Castle Dream rebate amount will be based on the lower of the base price or the adjusted price. If the builder reduces its cooperating broker commission payment by deducting an administrative fee, the Castle Dream rebate amount will be reduced accordingly on a pro rata basis. Castle Dream reserves the right to pay your rebate in an amount and in a form consistent with your initial registration on our website.
10. Castle Dream makes no representations regarding the tax treatment of the Castle Dream rebate. No taxes will be withheld from payment. Please consult your qualified tax advisor for more information.
11. Castle Dream's role in the real estate contract between Builder/Seller and the Home Buyer is strictly limited to that provided by applicable Florida state law.
12. Castle Dream's responsibilities to the Home Buyer are strictly limited to those provided by applicable Florida state law. Castle Dream makes no representations or warranties of any kind with respect to the Builder, the home constructed or to be constructed by Builder, the quality of construction, the value of the residence to be constructed by Builder, the Sellers home or except as provided by applicable Florida state law, any other aspect of the real estate transaction between Builder/Seller and the Home Buyer, such transaction being a transaction solely between the Home Buyer and Builder/Seller.
13. Castle Dream will receive a "co-broker" commission from the Builder/Seller identified on the coupon on the sale of any home purchased. A portion of this "co-broker" commission will be used to fund the Castle Dream rebate. Castle Dream is a licensed Florida real estate broker.
14. It is the Home Buyer's responsibility to disclose the Castle Dream rebate to their mortgage company representative at the earliest practicable date. Castle Dream reserves the right to pay rebate to Home Buyer in the form of paying closing costs on the HUD-1 Settlement Statement if so required by the lender or other party to the close, in the form of a discount on the purchase price if so required or transacted by the builder/seller or other party to the close, or, at Castle Dream's sole discretion, in any other form based on the needs or requirements specific to the transaction. Rebate amount is based on Castle Dream's receipt of at least 3% commission. If the commission is less, the rebate amount will be reduced accordingly. Please see the Terms and Conditions available at [www.castledreamrealestate.com](http://www.castledreamrealestate.com) for details.
15. THE CASTLEDREAMREALESTATE.COM WEB SITE TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN THIS DOCUMENT AND THE INFORMATION CONTAINED IN THE WEB SITE AND THE USE THEREOF, AND THE TERMS OF ELIGIBILITY FOR PARTICIPANTS IN THE INEST REBATE PROGRAM ARE EXPRESSLY SUBJECT TO THE TERMS, CONDITIONS, WAIVERS AND QUALIFICATIONS SET FORTH IN SUCH LEGAL PAGE.
16. This program and offer are void where prohibited by law or lender.
17. Copyright © Castle Dream Real Estate, LLC . All rights reserved.
18. See Complete Terms and Conditions of 1% Rebate Coupon below.

After having it signed by an authorized Builder sales representative or the Seller(s) and the Castle Dream Real Estate Professional, the buyer(s) shall also sign and date then return all pages of this original document (keep a copy for your records) to Castle Dream Real Estate, LLC 15449 Burbank Dr Brooksville, FL 34604 or Fax to 352-799-0691 along with a copy of the signed sales contract. Questions? Contact us at 888-51-DREAM(37326).

# Terms and Conditions of 1% Rebate Coupon

## Castle Dream Real Estate, LLC

15449 Burbank Dr  
Brooksville, FL 34604  
General Information: 888-51-DREAM(37326)  
Fax: 352-799-0691

Castle Dream Real Estate, LLC (herein known as Castle Dream) services offered to you, the "User," conditioned on your acceptance without modification, of the terms, conditions, and notices contained in this agreement. Your use of Castle Dream services constitutes your agreement to all such terms, conditions, and notices.

## SECURITY POLICY

Castle Dream uses where possible extensive and sophisticated secure technology to protect your data and transmissions between you and Castle Dream. Here are the highlights:

- Transmission between browsers and our web server is implemented using Secure Sockets Layer (SSL) technology. This technology requires an SSL-capable browser such as MS Internet Explorer 3.0 (or later) or Netscape Navigator 2.0 (or later).
- Our database is physically separated from our web server and is protected by a physical firewall.

Although Castle Dream has taken these reasonable and appropriate measures to ensure that your personal information is delivered and disclosed only in accordance with your instructions, Castle Dream cannot and does not guarantee that the personal information you provide will not be intercepted by others and decrypted.

## REAL ESTATE SERVICES

All of the information you have provided in your coupon request form, or other registration form, is true and complete. You authorize Castle Dream to forward your information to homebuilders for whom you are interested in and to our network of local real estate professionals. You understand that Castle Dream, the homebuilders for whom you are interested in, and our network of Castle Dream real estate professionals, may keep the information you entered on the form, whether or not you complete a real estate transaction through Castle Dream. You further understand and agree that by registering on the Castle Dream web site or making a request on the Castle Dream site, you have established a business relationship with Castle Dream, and therefore you are extending an express invitation for Castle Dream, the homebuilders for whom you are interested in, and our network of Castle Dream real estate professionals, to contact you or your immediate family using methods including but not limited to email, US Mail, and by telephone using the information you have provided during registration, and that you hereby consent to allow such communications or telephone calls even if your phone number is on any Do Not Call list.

Castle Dream is a licensed Florida real estate broker. Castle Dream does list homes in the MLS. For its services on a completed transaction, Castle Dream receives a real estate brokerage fee from the homebuilder or seller. Your use of this Web site constitutes your agreement with this compensation arrangement.

Cash or other incentives are only available to customers who use Castle Dream to buy their home. Customers must have been connected with the homebuilder or seller through Castle Dream to be eligible for incentives. You must present your Castle Dream Cash Back Coupon to the builder or Castle Dream Real Estate Professional on your FIRST visit to be eligible for incentives. If a coupon is not available on the first visit then (a) you must be registered by Castle Dream prior to your first visit to contacting the builder or seller to be eligible for incentives and (b) the builder or seller must pay Castle Dream a commission in order for you to be eligible for incentives.

Rebate offer not available in all states. Rebate is based on the base price of the new home or sale price of a resale home. Base price of a new home excludes options, upgrades and lot premiums. If the builder/seller makes adjustments to the base price that have the effect of lowering the selling price of the home, and/or reducing the price upon which it pays its cooperating broker commission, the Castle Dream rebate amount will be based on the lower of the base price or the adjusted price. If the builder/seller reduces its cooperating broker commission payment by deducting an administrative fee, the Castle Dream rebate amount will be reduced accordingly on a pro rata basis.

Rebate offer is not valid if you are referred to us by another real estate company or one of our referral networks or Castle Dream needs to refer you to another agent at another real estate company.

Castle Dream reserves the right to pay rebate to Home Buyer in the form of paying closing costs on the HUD-1 Settlement Statement if so required by the lender or other party to the close or by applicable law, in the form of a discount on the purchase price if so required or transacted by the builder/seller or other party to the close or by applicable law, or, at Castle Dream's sole discretion, in any other form based on the needs or requirements specific to the transaction.

Incentives are available in Florida. In addition, certain states require that incentives be given as either a credit at closing or as a reduction of closing costs or to appear on the HUD-1 settlement statement. The 1% incentive amount is based on Castle Dream's

receipt of at least a 3% commission. If Castle Dream's commission is less than 3%, the amount of the incentive will be reduced proportionately. In addition, certain states require that we accompany you to the closing of the transaction.

Incentives may not be permitted in connection with certain loan programs for the buyer/borrower. These include, but are not limited to, FHA and VA loans. Please consult your lender regarding whether or not you can collect the incentive in connection with your loan.

The programs may be available on modified terms, or may be prohibited, in certain jurisdictions. Other restrictions apply.

### **CASH BACK COUPON**

The Castle Dream Cash Back Coupon must be presented on your first visit to the Castle Dream Real Estate Professional at the builder's sales office or prior to your first appointment for resale homes in order for you to receive a 1% Cash Back Rebate from Castle Dream. The Cash Back Coupon demonstrates to the builder/seller that you learned about their homes from Castle Dream and are therefore eligible to earn a 1% Cash Back Rebate from Castle Dream. Offer is not valid if potential buyer is accompanied or represented by a third party real estate agent during registration or contracting, or if potential buyer has registered previously or been represented or accompanied by a third party real estate agent for either new homes or resale homes or is referred to Castle Dream by another real estate company or one of our referral networks.

All other conditions and stipulations elsewhere in the terms and conditions apply.

The builder representative/seller for a new/resale home must sign and date your coupon. Unless otherwise noted on the website or coupon, your Castle Dream Cash Back Rebate will equal one percent of the base price of your home and will be paid at, during or after closing. The base price does not include options, upgrade or lot premiums for new homes. For resale homes the Cash Back Coupon is based on the contract price which the commission is based on.

### **NATURE OF USE**

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### **DISCLAIMERS AND LIMITATIONS**

Castle Dream intends that the information contained in its Web site be accurate and reliable; however, errors sometimes occurs. In addition, changes and improvements to the information provided herein may be made by Castle Dream at any time. THE WEB SITE AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS." CASTLE DREAM AND/OR ITS SUPPLIERS, PARTICIPATING BUILDERS, SELLERS OF RESALE HOMES OR REAL ESTATE PROFESSIONALS DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE WEB SITE AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. USE OF CASTLE DREAM'S SERVICES IS AT YOUR OWN RISK. CASTLE DREAM AND/OR ITS SUPPLIERS, PARTICIPATING BUILDERS, SELLERS OR REAL ESTATE PROFESSIONALS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF CASTLE DREAM'S SERVICES OR WITH THE DELAY OR INABILITY TO USE THE WEB SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THE WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEB SITE, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CASTLE DREAM AND/OR ITS SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

### **INDEMNITY**

As a condition of use of this Web site, you agree to indemnify Castle Dream and its suppliers, participating Builders, Sellers and real estate professionals from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from your use of Castle Dream's services, including without limitation any claims alleging facts that if true would constitute a breach by you of this agreement.

Castle Dream shall not be liable for, and the user hereby waives, any claims user may have against Castle Dream in any way relating to the property identified, listed or described in the Castle Dream Web Site or the construction of any residence or other improvement constructed thereon by any of the homebuilders or resale homes offered by sellers. User specifically acknowledges that its rights and

remedies with respect to the property, the condition of any home built by any homebuilder or any resale home being sold by seller or any other aspect of its potential purchase of property listed in the Castle Dream Web Site shall be against the homebuilders or sellers. Castle Dream shall not be liable for damage by reason of defects in materials or workmanship or for any other representations, warranties, statements or covenants of the homebuilder or seller, whether express or implied (including, without limitation, any implied warranty of merchantability, habitability or fitness for a particular purpose) with respect to the information contained on the Castle Dream Web Site, the property listed or referenced thereon, or the construction of the home on such property.

#### **LINKS TO THIRD PARTIES**

Castle Dream's Web site may contain links to Web sites maintained by third parties. Such links are provided for your convenience and reference only. Castle Dream does not operate or control in any respect any information, software, products or services available on such Web sites. Castle Dream's inclusion of a link to a Web site does not imply any endorsement of the services or the site, its contents, or its sponsoring organization.

#### **ERRORS AND DELAYS**

Castle Dream is not responsible for any errors or delays in responding to a coupon request form or other registration form caused by an incorrect e-mail address provided by you or other technical problems beyond our reasonable control.

#### **DISPUTE RESOLUTION**

Any claim or controversy arising out of or relating to the use of this Web site, to the goods or services provided by Castle Dream, or to any acts or omissions for which you may contend Castle Dream is liable, including but not limited to any claim or controversy as to arbitration ability ("Dispute"), shall be finally, and exclusively, settled by arbitration. The arbitration shall be held before one arbitrator under the commercial arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitration shall be venued in Tampa, Florida. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, the consumer shall select an arbitrator from a panel of arbitrators acceptable to Castle Dream. In any arbitration, Castle Dream will pay the filing fee, costs associated with the arbitration, will be the responsibility of the non-prevailing party. To begin the arbitration process, a party must make a written demand therefore.

Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction in Tampa, Florida. The arbitrators shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of an arbitration under this agreement with an arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved.

THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND CASTLE DREAM WILL BE RESOLVED BY BINDING ARBITRATION. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. YOUR RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE OR JURY. You are entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Arbitrator decisions are enforceable as any court order and are subject to very limited review by a court. By using Castle Dream's goods and services you consent to these restrictions.

Should a Dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and Castle Dream, the parties agree that jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Tampa, Florida. If either party employs attorneys to enforce any right in connection with any Dispute or lawsuit the prevailing party shall be entitled to recover reasonable attorneys' fees.

#### **OTHER TERMS**

This Agreement constitutes the entire agreement between you and Castle Dream and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and Castle Dream with respect to the Web site and information, software, products and services associated with it. This Agreement shall be subject to and construed in accordance with the laws of the State of Florida. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the agreement shall continue in effect. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

**PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.**