



move with platinum

# Buyer's Appointed Agency Agreement

(Recommended by Iowa law to be completed at time of specific assistance.)

Name(s) of Buyer or Tenant: Robert Torres (ASP) and Mary Lane (ASP) dated 02/21/2021

1. **BROKER:** Buyer hereby grants Platinum Realty LLC, (herein referred to as Broker), the right and authority to assist Buyer in locating for purchase, lease or other acquisition, real property identified during the term of this Agreement. In addition to any commission paid by the Seller, the Buyer agrees to pay Broker at the time of settlement a flat fee of \$ 395 (zero if left blank).
2. **REPRESENTATION AGREEMENT:** Buyer retains and authorizes Broker on a(n) ( **Exclusive**) ( **Non-exclusive**) basis to locate and/or negotiate for the purchase of real property as may be acceptable to Buyer. If Buyer appoints Broker as Buyer's exclusive agent, Buyer agrees to conduct all negotiations for property through Broker, and to refer to Broker all inquiries in any form received from real estate brokers, salespersons, prospective sellers, or any other source, during the time this Buyer Agency Agreement is in effect. If Buyer retains Brokerage on a Non-exclusive basis – Buyer is free to independently contract with other Brokerages on a Non-exclusive basis. Buyer understands Broker may, in the conduct of Broker's business, represent other prospective buyers. These other buyers may consider, make offers or purchase through Broker, the same or similar properties as Buyer is seeking to acquire. Buyer consents to Broker's representation of such potential buyers before, during and after the expiration of this Agreement.
3. **APPOINTED AGENT(S):** With Buyer's approval Broker appoints Johnny Miller (Appointed Agent), a sales associate affiliated with Broker, as Buyer's Appointed Agent, for the purpose of representing Buyer in the acquisition or lease of Iowa real estate. Except for any additional Appointed Agents, no other sales associates affiliated with Broker will be acting as Buyer's agent. Broker may name additional Appointed Agents for Buyer from time to time if the Appointed Agent is unable to fulfill the terms of this Agreement or by agreement between Broker and Buyer. An appointment of another agent or additional agent does not relieve the Appointed Agent of any duties owed to Buyer. Broker operates exclusively through Appointed Agent and no other agency relationships, except Consensual Dual Agency, as explained below, where the Broker or Broker's Appointed Agent may represent both Buyer and Seller in connection with the sale or lease of real property.
4. **RETAINER PERIOD.** Broker shall represent Buyer, as a client, for a period beginning this 21st day of February, 2021, and ending at 11:59 p.m. the 21st day of August, 2021. In the event an offer is accepted on this property during the term of this Agency Agreement or any protection period thereafter, all parties agree the terms and conditions of the Agency Agreement will extend to cover and accommodate final settlement, document recording, and administrative tasks to facilitate the transaction.
5. **BROKER / APPOINTED AGENT'S ROLE AND DUTIES:**
  - A. Act at all times in the Buyer's best interest and utilize his or her professional knowledge to make a good faith effort to locate property as described by Buyer including physical features, amenities, and price.
  - B. Show and make properties available to Buyer without regard to race, color, religion, age, sex, handicap, familial status or national origin.
  - C. Accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease.
  - D. Assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is completed.
  - E. Answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies.
  - F. Provide prospective buyers access to listed properties.
6. **BUYER'S ROLE:** In exchange for services rendered Buyer agrees to work with Appointed Agent during the term of this Agreement by:
  - A. Viewing property with Appointed Agent.
  - B. Allowing Appointed Agent to identify, negotiate for, and/or represent the Buyer.
  - C. Providing Appointed Agent with reliable information (including financial information) that Appointed Agent deems necessary for the performance of this Agreement.
  - D. Making themselves available to meet with Appointed Agent to see properties.
  - E. Referring to Appointed Agent inquiries received in any form from any other real estate broker, salesperson, prospective seller, builder, or any other source during the time this Agreement is in effect. It is understood that we are entering into a mutually agreeable relationship. Should our agency arrangement prove unsatisfactory to either of us, either party may rescind this arrangement with verbal notification to the other party.
7. **PROFESSIONAL SERVICE FEE.** Buyer (if this is an exclusive agency) agrees to compensate Broker if Buyer, or any other person acting on Buyer's behalf, purchases, leases, rents, exchanges for, or obtains an option on any real property as may be acceptable to Buyer. The amount of the compensation shall be \$ 395 as a flat fee, or as follows: N/A

Buyer acknowledges that Broker may receive payment in excess of or less than the foregoing sum from a cooperating broker or a seller. Broker ( **is**) ( **is not**) authorized to negotiate for a brokerage fee paid by a cooperating broker or a seller, the payment of which may satisfy Buyer's obligation to pay a fee under this Agreement. The payment of any brokerage fee by a seller or a seller's agency will not make Broker either the agent or subagent of such seller. Broker agrees to disclose (and Buyer understands that Broker will disclose) to a seller's broker or a seller the terms of this paragraph regarding compensation to be paid to Buyer's Broker by Buyer. If within 180 days after the expiration of this Buyer Agency Agreement (the Protection Period), Buyer purchases a property which was presented to Buyer by Broker during the term of this Agreement, provided Broker had submitted to Buyer, in writing, a list of such properties (names and addresses) prior to the expiration of the Agreement, the terms and conditions of this Agreement shall be enforceable by Broker.





**Affiliated Business Disclosure**

To: Our Clients and Customers

From: Platinum Realty & United Mortgage

Thank you for allowing us to assist you with your real estate and/or financing needs. This is to notify you that Platinum Realty, LLC and United Mortgage, LLC are all wholly or partially owned by a common parent company. Because of this relationship, this referral may provide Platinum Realty, LLC or United Mortgage, LLC a financial or other benefit from the following services:

**REAL ESTATE SERVICES**

United Mortgage markets to its customers the real estate services of Platinum Realty. Platinum Realty will, for normal compensation paid directly to Platinum Realty, provide real estate services in connection with the real estate and/or mortgage transaction.

**MORTGAGE BROKERAGE SERVICES**

Platinum Realty markets to its customers the mortgage services of United Mortgage. This licensed mortgage firm assists customers with the purchase and refinancing of real estate. The normal fees you can expect to pay, including normal closing cost can range between 1% and 3% of the loan amount, and will depend on the rate of interest, the program selected, and current market conditions.

You are under no obligation to use United Mortgage and/or Platinum Realty. THERE ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

**ACKNOWLEDGMENT**

I/We have read this disclosure form and understand that United Mortgage and/or Platinum Realty is marketing to me/us the above-described settlement services and these companies may receive a financial or other benefit for providing or marketing these services to me/us.

\_\_\_\_\_  
Client/Customer Date

\_\_\_\_\_  
Client/Customer Date

Print Name: \_\_\_\_\_ Robert Torres

Print Name: \_\_\_\_\_ Mary Lane



Iowa Department of Public Health  
Promoting and Protecting the Health of Iowans

# IOWA RADON HOME- BUYERS AND SELLERS FACT SHEET



Licensed radon measurement specialists in Iowa can be found by going online to [www.idph.state.ia.us/eh/radon.asp](http://www.idph.state.ia.us/eh/radon.asp) and searching the lists of certified radon measurement specialists by county or by license number. Additional radon information is available from the state radon program at 800-383-5992, EPA's Web site [www.epa.gov/radon](http://www.epa.gov/radon) and the American Lung Association Web site at [www.lungusa.org](http://www.lungusa.org).

6/2009

## What is Radon?

Radon gas occurs naturally in the soil, and is produced by the radioactive breakdown or decay of uranium and radium. Long ago, glacial activity left behind ground-up deposits of many minerals such as uranium in the soil or upper crust in Iowa. Because radon is a gas it can seep into buildings, including homes. It is an odorless and invisible gas that is also radioactive and harmful to humans when inhaled.

## Where is Radon found in Iowa?

EPA has identified all counties in Iowa as Zone 1. Zone 1 counties have a predicted average indoor radon screening level of more than 4 pCi/L (picocuries per liter). The total average indoor radon level in Iowa is 8.5 picocuries per liter (pCi/L) of air, and in the United States it is 1.3 pCi/L of air. Average radon levels of 4 pCi/L are considered elevated, and remediation is recommended.

The primary source of high levels of radon in homes is in the soil below and soil surrounding the home. It is found in new and old homes, and in homes with and without basements. **Based on data collected from radon home tests, the Iowa Department of Public Health (IDPH) estimates that as many as 5 in 7 homes (or greater than 50-70%) across Iowa have elevated radon levels.** Radon levels can vary from area to area and can vary considerably from house to house, even on the same street and neighborhood. A high and low level of radon can be found in homes directly next to each other.

## How does Radon get into a home?

Warm air rises, creating a small vacuum in the lower areas of a house. Radon moves through and into the home as air moves from a higher pressure in the soil to a lower pressure in the home. Radon gas seeps into a house the same way air and other soil gases enter: from the soil around and under the home and through cracks in the foundation, floor or walls; hollow-block walls; and openings around floor drains, pipes and sump pumps; and through crawl spaces.

## What are the Health Effects of Radon?

There is overwhelming scientific evidence that exposure to elevated levels of radon causes lung cancer in humans. Radiation emitted from

radon can cause cellular damage that can lead to cancer when it strikes living tissue in the lungs. Radon is the first leading cause of lung cancer in nonsmokers, and the second leading cause of lung cancer overall. It is responsible for about 21,000 deaths every year in the US. EPA also estimates that long-term exposure to radon potentially causes approximately 400 deaths each year in Iowa.

## How do Home Buyers in Iowa find out if a home they are purchasing has elevated levels of Radon?

Home buyers interested in purchasing a home can test the homes for radon by contacting a licensed or certified radon measurement specialist. They can find a list of licensed radon measurement specialists by going online to [www.idph.state.ia.us/eh/radon.asp](http://www.idph.state.ia.us/eh/radon.asp) and searching the list of Iowa radon measurement specialists by county, or by contacting a real-estate professional for help on finding a radon testing professional. **Remember, the IDPH, the Environmental Protection Agency, the American Lung Association, and the Surgeon General recommend radon testing all new and existing homes for radon in Iowa before they are sold or before they are transferred to a different owner.**

## How can elevated levels of Radon be fixed?

Licensed or credentialed radon mitigation contractors can install a radon mitigation system that provides a permanent solution. A typical radon mitigation system includes a suction point that addresses the soil underneath the structure. A home that has been mitigated will usually have a much lower radon level than the EPA's action level of 4 picocuries per liter. Addressing residential radon issues is an excellent step toward assuring good indoor air quality. A list of licensed radon mitigation contractors can be obtained from the state radon program by going online to [www.idph.state.ia.us/eh/radon.asp](http://www.idph.state.ia.us/eh/radon.asp) and then clicking on the list of Iowa credentialed radon mitigation specialists by county. A radon information packet can also be obtained by calling 1-800-383-5992.

## Additional Information:

Additional information about radon is available from the state radon program at 800-383-5992, and EPA's Web site, [www.epa.gov/radon](http://www.epa.gov/radon) or the American Lung Association Web site at [www.lungusa.org](http://www.lungusa.org).