



SHINE BRIGHT

FOR A SMOOTH TRANSACTION, DOT EVERY 'I'

Every word, every nuance of color, can impact the power of the message. But nowhere is that sentiment more accurate or more important than in the business of real estate, where even the smallest error or omission can cost both time and money.

The incorrect spelling of a name on a sales contract, or an error in the legal description of the property, can halt or make a transaction invalid. At the very least, an innocent mistake can delay or derail a closing.

While agents cannot control a mis-recorded document, or an inaccurate legal description discovered during title search, they can avoid catastrophe in the here and now by doing their own due diligence. That includes being certain that every "i" is dotted and every "t" is crossed every time they write a sales contract, send an email to clients, or make what, on the face of it, 'seems like a reasonable assumption.'

"Early in my career, I inadvertently sent counter offers to two potential buyers," said Jennifer Branchini, a top producer and team leader with Better Homes & Gardens Tri-Valley Realty in Pleasanton, Calif. "Both parties accepted, and I can't tell you how much time, pain, and careful communication it took before a final deal could be reached."

Making a change in terms without proper documentation or sending a form for electric signature before thoroughly reviewing it can cause major contract headaches. "In today's competitive world," Branchini noted, "you can bet the other agent will turn any mistake you make to their or their client's advantage."

When writing a sales contract, follow these steps at a minimum:

- Be sure names are legally correct and accurately spelled
- Verify ownership and legal description of the property, including any easements or restrictions
- Carefully word any contingency, such as loan funding, appraisal, or inspection, and spell out where closing funds are coming from.
- Verify all financing terms, including which party will pay anticipated fees
- Spell out all verbal commitments by the seller to leave behind specific items and/or make specific repairs, changes, or concessions to the buyer
- Spell out any required or voluntary disclosures made by the seller
- Include anticipated closing or settlement terms

"When it comes to contracts, you can't be too careful," Branchini warned. "Anything left open to interpretation can kill the deal you worked so hard to put together."

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