

TERMS OF USE AND CONDITIONS

We have taken every effort provide accurate information to be useful, informative and helpful. We ask is that you agree and abide by our Terms and Conditions. Please review them before using our website. By requesting information or a rebate coupon, you automatically agree to them. If you do not agree, please do not use our website or services we provide. We reserve the right to make any modifications and changes that we deem necessary at any time and will post notice on our website. Your continued use of the the IBR Direct website determines that you accept those changes.

REAL ESTATE BROKERAGE SERVICES

IBR Direct is the website division of Independent Brokers Realty of South Florida, Inc., a licensed real estate broker in the State of Florida. By completing the Get Rebate registration and/or contacting our office via telephone, email, courier, U.S. Mail, or through the internet forms, and the like, you understand you are dealing with and becoming a client or customer of our real estate brokerage. You are authorizing Independent Brokers Realty to send your information to the home builder/developers that you have instructed us to do so. Further, by providing your information to us, you have established a relationship with us and therefore authorize us to contact you via mail, telephone and the like, regardless, if your number is on the Do NOT CALL list.

Independent Brokers Realty of South Florida, Inc. offers cash incentives to the buyers who register through us and we obtain a real estate commission. You as the customer, must allow our brokerage to become the FIRST CONTACT and PROCURING CAUSE with the developer/builder/ or in-house broker. If you make any form of first contact with the builder/developer or in-house broker in the form of emails, visiting of builder websites, telephone contact, personal visit and the like, the builder can deny the payment of the real estate commission to our firm. If that occurs, we therefore, cannot pay the rebate to you. The commission rebate from us can only be legally paid to a named party to the transaction No third party can receive the commission rebate. Some real estate commissions paid by builders/developers are based on the base price of the home and do not include the extra's or additional items purchased by the buyer. We will rebate 1% of the commission as long as the real estate commission is 2% or higher. If the commission is less than 2%, we will pay you one third of the real estate commission that we receive. We reserve the right to credit the rebate to you at your closing if allowed by the developer. The rebate is paid only if we actually receive the commission from the developer/builder.

CASH BACK REBATE COUPON

You must complete the Cash Back Rebate Form on our website and bring a copy with you when you visit any builder/developer sales office in order for you to register our brokerage as your real estate broker. This procedure must be followed for you to receive the 1% Cash Back Rebate. The representative of the builder/developer must sign acknowledgement of your registration with our brokerage. The commission, and thereafter your rebate, is calculated upon the base price of the home and it does not include any option, upgrades, premiums on real estate lots and the like. Most builder/developers do not pay the real estate broker a commission based upon add-on's and upgrades.

TERMS OF USE

The contents of IBR Direct's website are intended for a specific purpose of helping clients and customers obtain real estate brokers services from us and receive a cash back rebate from us which is a portion of the real estate commission. The commission rebate is only paid back to a party to the transaction, the buyer on the contract and thereafter, the recorded deed.

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USE OF (OR INABILITY TO USE) ANY SITE TO WHICH YOU HYPERLINK FROM OUR SITE
FAILURE OF OUR SITE TO PERFORM IN THE MANNER YOU EXPECTED OR DESIRED
ERROR ON OUR SITE
OMISSION ON OUR SITE
INTERRUPTION OF AVAILABILITY OF OUR SITE
DEFECT ON OUR SITE
DELAY IN OPERATION OR TRANSMISSION OF OUR SITE
COMPUTER VIRUS OR LINE FAILURE
PLEASE NOTE THAT WE ARE NOT LIABLE FOR ANY DAMAGES, INCLUDING:
DAMAGES INTENDED TO COMPENSATE SOMEONE DIRECTLY FOR A LOSS OR INJURY
DAMAGES REASONABLY EXPECTED TO RESULT FROM A LOSS OR INJURY (KNOWN IN LEGAL TERMS AS "CONSEQUENTIAL DAMAGES.")
OTHER MISCELLANEOUS DAMAGES AND EXPENSES RESULTING DIRECTLY FROM A LOSS OR INJURY (KNOWN IN LEGAL TERMS AS "INCIDENTAL DAMAGES.")
WE ARE NOT LIABLE EVEN IF WE'VE BEEN NEGLIGENT OR IF OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR BOTH.

INDEMNITY

Independent Brokers Realty of South Florida, Inc. and its affiliates, successors in interest, predecessors in interest and assigns shall not be liable for any representations, warranties, representations and the like from any builder, developer and/or real estate broker that represents the builder and/or developer whatsoever.

TERMINATION OF AGREEMENT

This agreement is effective until terminated by either party. You may terminate this agreement at any time, by destroying all materials obtained from all IBR Direct website, along with all related documentation and all copies and installations. Independent Brokers Realty of South Florida, Inc. may terminate this agreement at any time and without notice to you, if, in its sole judgment, you breach any term or condition of this agreement. Upon termination, you must destroy all materials. In addition, by providing material on our Web site, we do not in any way promise that the materials will remain available to you.

Independent Brokers Realty of South Florida, Inc. is entitled to terminate all or any part of any of its Web site without notice to you.

DISPUTE RESOLUTION and CHOICE OF LAW

Any claim, error, omission or controversy or dispute arising out of the use of this website shall be settled and subject to the jurisdiction of the laws of the State of Florida, County of Collier.

OTHER MISC TERMS

This agreement is the entire agreement between you and Independent Brokers Realty of South Florida, Inc. There are no warranties and/or representations that are expressly implied. All rights reserved.

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