



# | SELLERS GUIDE





At Black Dog Realty Group, we believe in “people over property.” We believe that relationships matter more than transactions. We believe honesty matters more than pressure. We believe that serving people the right way will always matters more than simply making a sale.

Real estate is not just about contracts, commissions, and closing dates; it is about families, life changes, financial decisions, and the trust people place in us during some of the most stressful moments of their lives.

We also believe strong communities are built by people who show up, give back, and stay involved. That is why community service, local involvement, and supporting the people around us are not just part of our business - they are part of who we are.

Our mission is simple: treat people with respect, communicate clearly, work hard, serve our community, and put our clients’ needs first every single time.

**HOUSES ARE PROPERTY. PEOPLE ARE PRIORITY.**



## Information About Brokerage Services

*Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

11-03-2025



### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

**WRITTEN AGREEMENTS ARE REQUIRED IN CERTAIN SITUATIONS:** A license holder who performs brokerage activity for a prospective buyer of residential property must enter into a written agreement with the buyer before showing any residential property to the buyer or if no residential property will be shown, before presenting an offer on behalf of the buyer. This written agreement must contain specific information required by Texas law. For more information on these requirements, see section 1101.563 of the Texas Occupations Code. **Even if a written agreement is not required, to avoid disputes, all agreements between you and a broker should be in writing and clearly establish: (i) the broker's duties and responsibilities to you and your obligations under the agreement; and (ii) the amount or rate of compensation the broker will receive and how this amount is determined.**

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent by the buyer or buyer's agent. **An owner's agent fees are not set by law and are fully negotiable.**

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - o that the owner will accept a price less than the written asking price;
  - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

### A LICENSE HOLDER CAN SHOW PROPERTY TO A BUYER/TENANT WITHOUT REPRESENTING THE BUYER/TENANT IF:

- The broker has not agreed with the buyer/tenant, either orally or in writing, to represent the buyer/tenant;
- The broker is not otherwise acting as the buyer/tenant's agent at the time of showing the property;
- The broker does not provide the buyer/tenant opinions or advice regarding the property or real estate transactions generally; and
- The broker does not perform any other act of real estate brokerage for the buyer/tenant.

Before showing a residential property to an unrepresented prospective buyer, a license holder must enter into a written agreement that contains the information required by section 1101.563 of the Texas Occupations Code. The agreement may not be exclusive and must be limited to no more than 14 days.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

#### Black Dog Realty Group

Name of Sponsoring Broker (Licensed Individual or Business Entity)

9010876

License No.

clayton@blackdogrealtygroup.net

Email

817-899-8985

Phone

#### Clayton Jewett

Name of Designated Broker of Licensed Business Entity, if applicable

623296-B

License No.

clayton@blackdogrealtygroup.net

Email

817-899-8985

Phone

#### Clayton Jewett

Name of Licensed Supervisor of Sales Agent/Associate, if applicable

623296-B

License No.

clayton@blackdogrealtygroup.net

Email

817-899-8985

Phone

#### Chad Langen

Name of Sales Agent/Associate

758741-SA

License No.

chad@blackdogrealtygroup.net

Email

682-404-2005

Phone

Chad Langen, Black Dog Realty Group, LLC, 406 Palo Pinto St, Weatherford, TX 76086, 8998985  
Produced with Brokermint. Brokermint LLC, 2157 Salk Ave, Suite 185, Carlsbad, CA 92009

Buyer/Tenant/Seller/Landlord Initials

Date

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Information avail

trec.texas.gov

TXR 2501



# UNDERSTANDING REPRESENTATION

In real estate, representation refers to having a licensed professional, or agent, act on your behalf during a property transaction. These agents play distinct roles, each designed to serve the interests of their clients in different ways.

## Listing Agent

A listing agent is a real estate professional who represents the seller in a transaction. Their primary responsibilities include marketing the property, finding prospective buyers, and negotiating offers to ensure the seller gets the best deal possible. Listing agents work to present the property in the best light, often through advertising, staging, and open houses.

## Buyer's Agent

A buyer's agent represents the buyer in a real estate transaction. Their role is to guide buyers through the process of finding and purchasing a home, helping them identify suitable properties, make competitive offers, and negotiate terms with the seller or listing agent. A buyer's agent advocates for the buyer's interests to ensure they get a fair deal and the best possible outcome.

## Dual Agency

Dual agency occurs when a single agent represents both the buyer and the seller in the same transaction. This situation can create potential conflicts of interest, as the agent must balance the needs of both parties. Because of these challenges, some states have strict regulations on dual agency, and it's crucial for both buyers and sellers to be aware of how this might affect their representation. Dual agency is illegal in the state of Texas.

## Intermediary

An intermediary is a broker who assigns a specific agent within the brokerage to represent either the buyer or the seller in a transaction. Even when a brokerage represents both sides, the intermediary ensures that each party has a dedicated representative looking out for their interests. This approach helps avoid potential conflicts of dual agency while allowing the brokerage to handle both sides of a transaction. Understanding these different types of representation is key to a successful and transparent real estate experience.



# 5 REASONS TO WORK WITH A REAL ESTATE AGENT

When making one of the most significant financial transactions of your lifetime, you deserve an expert advisor to guide you through the process and protect your interests.

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## **HELP PRICE YOUR HOME TO SELL**

Correct pricing is crucial. While you may have an idea of your home's value, a real estate agent uses comparable sales to set a fair, competitive price without emotional bias.

## **OFFER OBJECTIVE SUPPORT**

Selling a home is emotional. Feedback or lower offers can be hard to hear. An agent provides an objective view, helping manage your emotions and reduce stress.

## **EXPERT CONTRACT NEGOTIATION**

Agents work to negotiate contract on your terms, safeguard your interests, and minimize your risk.

## **MARKET YOUR HOME PROFESSIONALLY**

Marketing your home goes beyond the listing. Agents promote it through websites, social media, videos, and events like open houses. Doing it yourself can be time-consuming, and you may lack the tools agents use.

## **LIST YOUR HOME ON THE MLS**

Selling without an agent means paying upfront to advertise your home. An agent, however, gives you access to the MLS, the main system buyers and agents use to find homes.

# WHY SIGN A LISTING AGREEMENT?

A LISTING AGREEMENT...

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Outlines our responsibilities and legal obligations to you as your agent.

Allows us to legally advocate for you and represent your best interests.

Transparently share our fee for our services.





# STEPS TO LISTING YOUR HOME

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1

## **FINDING AND WORKING WITH YOUR AGENT**

One of the first steps in selling your home is finding a trusted listing agent. They represent your interests and help manage the sale. Choose someone knowledgeable about your neighborhood to discuss details with buyers and price your home correctly.

2

## **UNDERSTANDING THE COSTS**

As a homeowner, you're familiar with the costs of buying, but selling can also be pricey. Be prepared for expenses including closing costs, real estate commission, fees and taxes, and home repairs.

3

## **PREPARING YOUR HOME**

Buyers consider not just your home's cost and location but also how well they can envision themselves living there. To enhance your home's appeal during showings, invest time and effort in making it clean and decluttered. A well-prepared home that evokes happiness sells best.

4

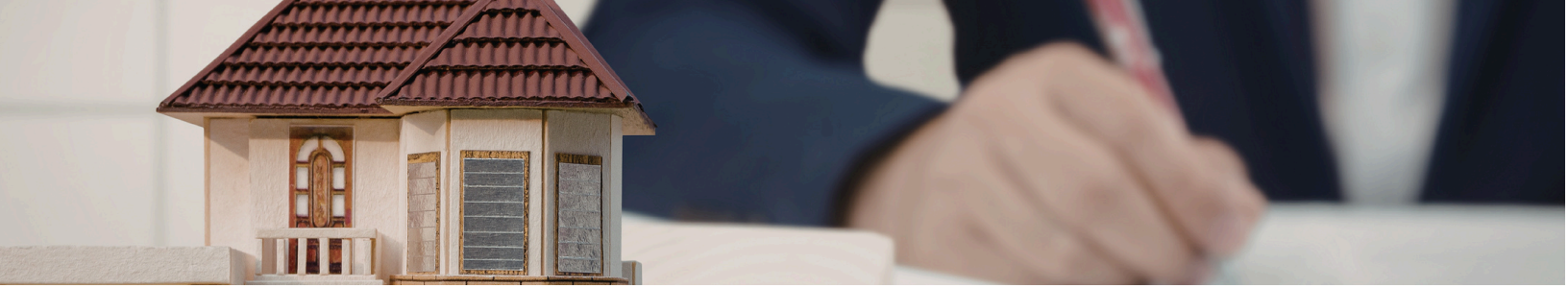
## **NEGOTIATING AND ACCEPTING THE OFFER**

As a seller, receiving the first offer on your home can feel relieving, but important decisions still lie ahead. You'll have a limited time to act and will need to consider the buyer's offer price, terms, closing date, fees, contingencies, and your response deadline.

5

## **CLOSING**

You're in the final stretch. This is the day you'll finalize the payoff of your mortgage, receive home sale proceeds and hand over the keys to the buyer.



# ASKING THE DIFFICULT QUESTIONS

At Black Dog Realty Group, we take our fiduciary duty, to protect and promote our client's interests, seriously. As such, we may ask some difficult questions similar to the following:

## Ownership & Authority to Sell

- Is the property owned by individuals, a trust, estate or business entity?
- Has any owner recently died?
- If so, was there a Will and has probate been completed?
- Are there any heirs or family members who may claim ownership?
- Does anyone not on title believe they have an ownership interest?
- Is there any divorce, lawsuit, or dispute affecting ownership?
- Are there liens, judgments, or unpaid taxes on the property?

## Deaths on the Property

- Has anyone died in the home or on the property?
- If yes, what was the general cause (i.e. natural causes, accident, suicide, overdose, etc.)?
- Approximately when did this occur?
- Did the death involve a property condition (i.e. fire, fall, pool accident, etc.)?
- Were repairs or safety improvements made afterward?

*Note: In Texas, deaths from natural causes are typically not required disclosures, but accidents related to property conditions may raise liability or safety concerns.*

## Property Safety & Hazard Questions

- Are there swimming pools, hot tubs, ponds, or water features?
- Are fences, gates, or safety barriers installed?
- Have there been any accidents or injuries on the property?
- Are there loose stairs, railings, or decks?
- Are there electrical issues or exposed wiring?
- Have there been fires in the home?
- Has the property ever had gas leaks or carbon monoxide incidents?
- Are there dangerous animals on the property?

## Structural & Mechanical Issues

- Have you had foundation repairs?
- Any roof leaks or replacements?
- Any plumbing leaks or flooding?
- Any electrical system repairs?
- Any HVAC failures or replacements?
- Has the home ever experienced fire damage?

## Environmental & Health Issues

- Has the property ever had mold problems?
- Any asbestos or lead paint issues?
- Any septic failures?
- Any water contamination or well issues?
- Any previous methamphetamine contamination or remediation?





# WHAT DOES THE SELLING PROCESS LOOK LIKE?

## PHASE 1: PRE-LISTING PREPARATION

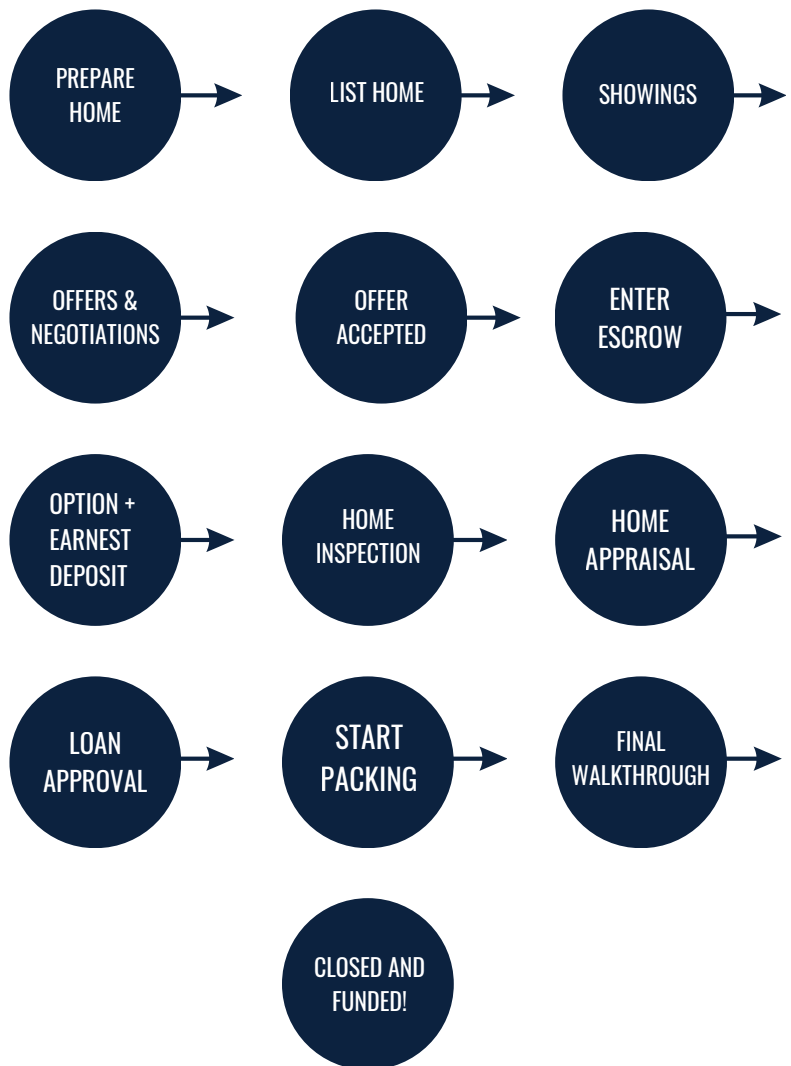
Before listing your home, hire a real estate agent for expert guidance. Get price evaluations to understand your home's value. Focus on staging the home and work with your real estate agent to set a price and marketing strategy before listing it on the MLS.

## PHASE 2: ACTIVE MARKETING

After listing your home, your agent will schedule open houses and showings. They'll use feedback to adjust staging or the price if needed. When an offer comes in, you'll review it with your agent and negotiate if necessary. Once a deal is reached, you'll accept the offer, and the buyer will sign a purchase agreement.

## PHASE 3: UNDER CONTRACT

After accepting an offer, you'll enter escrow. The buyer will deposit earnest and option fees, and the title company will verify the title. A home inspection will follow, and your agent will help resolve any issues. If financing is involved, an appraisal is needed for loan approval. Once approved, you can start packing. The buyer will do a final walkthrough before closing, where you'll sign documents and receive payment.





# UNDERSTANDING REAL ESTATE COMMISSIONS

Let's Explore the Different Scenarios We May  
Encounter Together

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1

## **SELLER IS PROVIDING COMPENSATION TO BUYER'S AGENT**

- This payment method is the most common and traditional for buyer's agents.
- Aside from any administrative fees, no additional funds are required from the buyer.
- Your agent will ensure in advance that the homes you want to view provide compensation for their services.

2

## **SELLER IS OFFERING PARTIAL COMPENSATION**

In this scenario, the sellers have opted to offer a lower-than-usual commission to the buyer's agent. This can usually be resolved in one of the following ways:

- Your agent negotiates with the listing agent to obtain the full commission.
- The buyer consents to raise the purchase price to cover the commission shortfall.
- The buyer agrees to pay their agent directly at closing to cover the difference.

3

## **SELLER(S) ARE NOT PROVIDING ANY COMMISSION TO BUYER'S AGENTS**

In this scenario, the seller(s) have opted to compensate only their own agents and are not offering any payment to a buyer's agent for bringing a buyer to purchase their home.

- All the options listed in #2 above apply here.
- While this situation is the least common of the three, it's important to be aware that it can occasionally occur.

## FACT VERSUS FICTION

## WHAT'S **REAL** ABOUT THE RECENT REAL ESTATE HEADLINES?



The 6% commission on buying or selling a home is gone



Commission have always been negotiable in real estate transactions. Sellers can continue to offer compensation outside of the National Association of Realtors® affiliated MLSs



Sellers no longer need to compensate buyer's agents



Offering buyer agent compensation or concessions is a choice made by a seller in consultation with their listing agent. The commissions have always been negotiable.



Buyers no longer need a buyer's agent.



Buyers are best protected by professional real estate agents. When making one of the most significant financial transactions of their lifetime, buyers deserve a trusted advisor to guide them through the process and represent their interests.



The settlement will change the way Americans buy and sell homes.



Real estate professionals will continue to help buyers and sellers navigate one of the most costly and complex transactions of their life.



Sellers are now prohibited from offering buyer's compensation



Offering a buyer's agent commission has always been up to the seller. Seller can continue to offer compensation to buyer's agents if they believe it will lead to the best outcome for the sale of their property.



## HERE'S HOW YOU CAN GET IN TOUCH WITH US

(817) 899-8985  
(682) 404-2005

CLAYTON.JEWETT@GMAIL.COM  
BLACKDOGREALTYGROUP.NET

