

TERMS AND CONDITIONS OF USE

The Doane Realty Group (DRG) and its Broker, Ebby Halliday, REALTORS® (Broker) offered to you, the (User), conditioned on your acceptance without modification, of the terms, conditions, and notices contained in this agreement. Your use of DRG's services constitutes your agreement to all such terms, conditions, and notices.

REAL ESTATE SERVICES

All of the information you have provided DRG on your coupon request form, or other registration forms, is true and complete. You authorize DRG to forward your information to the homebuilders for whom you registered and to our group of local real estate professionals. You understand that DRG, the homebuilders for whom you registered, and group of real estate professionals, may keep the information you entered on the related forms, whether or not you complete a real estate transaction through an agency agreement with DRG. You further understand and agree that by registering on the DRG web site or making a request on the DRG site, you have established a business relationship with DRG, and therefore you are extending an express invitation for DRG and any homebuilders for whom you registered, and our network of DRG 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 the Do Not Call List.

The real estate professionals associated with DRG are licensed real estate agents with Ebby Halliday, REALTORS® (Broker), a Texas licensed brokerage firm. For its services, it is possible for DRG through its Broker, to receive a real estate brokerage referral fee or bonus from the homebuilder. Your use of this Web Site and execution of this agreement constitutes your understanding and agreement with this compensation arrangement.

Approved cash rebates or other incentives are only available to clients who use DRG to buy or sell their home through an agency agreement between the Buyer(s) or Seller(s) and DRG. Buyers of new homes from new home builders must have been connected with the homebuilder through DRG and DRG registered with the homebuilder to be eligible for incentives. You must present your DRG Cash Back Coupon to the builder on your FIRST visit to the builder to be eligible for incentives. If a coupon is not available for a particular builder, then (a) you must be registered by DRG prior to your first visit or contact with the builder to be eligible for incentives and (b) the builder must pay DRG through its Broker a commission in order for you to be eligible for incentives.

Rebates are based on the base price of the home. Base price excludes options, upgrades and lot premiums. 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 DRG 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 DRG client rebate amount will be reduced accordingly on a pro rata basis.

DRG reserves the right to pay rebate to a client 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 or other party to the close or by applicable law, or, at DRG's sole discretion, in any other form based on the needs or requirements specific to the transaction.

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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 DRG Cash Back Coupon must be presented on your first visit to the builder's sales office in order for you to receive eligible incentives and rebates from DRG. The Cash Back Coupon demonstrates to the builder that you learned about their homes from DRG and are therefore eligible to earn an eligible rebate from DRG and its Broker. This offer is not valid if potential buyer is accompanied by a third party real estate agent during registration or contracting, or if potential buyer has registered with a third party real estate agent at the community previously, or if the potential buyer has executed a valid Buyer's Representative Agreement with a third party real estate agent.

By signing the DRG Cash Back Coupon, the buyer(s) or seller(s) acknowledge having received, read and understands the Texas required Information About Brokerage Services. By signing the DRG Cash Back Coupon, the potential buyer(s) or seller(s) agree to execute a Buyer's Representative Agreement with DRG and its Broker, becoming a client of DRG and its Broker.

NATURE OF USE

The contents of the DRG owned Web Sites are intended for the personal, non-commercial use of its users. All information provided on the Sites is provided for informational purposes only, and is not intended as substitute for your own due diligence and independent research. You agree that any purchase or sale decisions you make will be based solely on your evaluation of your financial circumstances, investment objectives, risk tolerance, financial condition and liquidity needs.

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INDEMNITY

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

DRG and its Broker shall not be liable for, and the use hereby waives, any claims user may have against DRG and its Broker in any way relating to the property identified, listed or described in the DRG Web Sites or the construction of any residence or other improvement constructed thereon by any of the homebuilders. User specifically acknowledges that its rights and remedies with respect to the property, the condition of any home built by any homebuilder or any other aspect of its potential purchase of property listed in the DRG Web Sites shall be against the homebuilders. DRG 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 DRG Web Sites, the property listed or referenced thereon, or the construction of the home on such property.

LINKS TO THIRD PARTIES

DRG's Web Sites may contain links to Web Sites maintained by third parties. Such links are provided for your convenience and reference only. DRG does not operate or control in any respect any information, software, products or services available on such Web Sites. DRG'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

DRG 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.

OTHER TERMS

This Agreement constitutes the entire agreement between the User and DRG and its Broker and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between User and DRG with respect to the Web Sites and information provided and services associated with it. This Agreement shall be subject to and construed in accordance with the laws of the State of Texas. 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 provisions that most closely matches the intent of the original provision, and the remainder of the agreement shall continue in effect. A printed version of the agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings. All rights not expressly granted herein are reserved.

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