**Script about the Earnest Money (reason for low amount) :**

“My client is a real estate investor, who submits dozens of contracts at the same time and he/she does not want to have thousands of dollars floating out there. The amount of the earnest money should not be a factor in the viability of the contract – it is mainly a pro forma to make the contract legal.

You are welcome to keep marketing the property if you want to, after this contract has been accepted, and if you do get another contract, please allow my client 72 hours to make a decision to either put down more earnest money or cancel the contract, so you can proceed with the backup contract.”

(The rationale here is to allow the agent and the seller to feel comfortable in accepting back up contract if they wish, while leaving your contract as the primary contract, and give you the option to back out or increase your earnest money – if you already have an end buyer in place or permanent financing you should.

Most agents or sellers will not really put much of an effort in marketing the property after they have a contract – yours – in place. They have not sold the property so far, what makes you think they will finally move forward with it? ☺)

**Script for Submitting Your Contract to the Listing Agent:**

“I would like to submit and explain this contract on behalf of my client, who is a real estate investor.”

(2 options)

1. If the offer you submit is much lower than the MLS listing price:

“My client feels that based on the comps in the area and the condition of the property, this is the best he/she can offer (show supporting data, comps, if you wish.) If there is a loan in place and the property is upside down on the value, my client will be willing to negotiate a short sale with the bank, where your client/seller will benefit possibly with some cash back from the back itself, therefore still turning a profit.

1. If the offer is not too far off from the MLS listing price:

“My client is definitely interested in moving forward with this contract as soon as possible with a closing date 4 weeks from now. We will just need access to the property from time to time for inspection by his/her partner and possible private investors and contractors.”

In both cases, assure that the agent will get paid his full commission as stated in his agreement with the seller and the property will be purchased “as is” (you are wholesaling it or rehabbing it, so it does not matter if there is some work to be done.)

IMPORTANT NOTE – In case you are not able to close on the property by the deadline on the contract (closing date), having personal communication with the listing agent or/and the owner is going to be the deciding factor in getting an extension or a reduction in price, which are both acceptable possibilities.