



# Terms & Conditions

*Last Updated: 01/20/2025*

Welcome to Russell Realty & Development ("Company," "we," "our," or "us"). By accessing our website at [www.RussellRealtyDevelopment.com](http://www.RussellRealtyDevelopment.com) or engaging with our services, you agree to the following Terms and Conditions ("Terms"). Please read them carefully before using our website, booking consultations, or engaging in any real estate-related services.

## 1. Overview

Russell Realty & Development ("the Company," "we," "our," or "us") provides professional real estate brokerage and advisory services for buyers, sellers, investors, and property owners. By engaging our services, you ("Client," "you," or "your") agree to the following Terms & Conditions, which outline the scope, responsibilities, and expectations for all parties.

## 2. Scope of Services

Russell Realty & Development offers full-service real estate solutions, including but not limited to:

- Residential and commercial property listings and sales
- Buyer representation and home purchase guidance
- Market analysis and property valuation support
- Investment property acquisition and strategy

- Property management consulting
- Transaction coordination and contract preparation

All services are provided in compliance with applicable **Alabama Real Estate Commission (AREC)** laws and industry standards.

### 3. Acceptance of Terms

By using our website, submitting a contact form, downloading resources, or participating in any real estate consultation, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy.

If you do not agree, please do not use our site or services.

### 4. Scope of Services

Russell Realty & Development is a licensed real estate brokerage providing services including:

- Buyer and seller representation
- Property listings and market valuations
- Investment property consultation
- Homebuyer education and community resources

All services are subject to applicable state real estate laws and regulations.

### 5. Professional Disclaimer

While we strive to provide accurate and updated information, all content shared via our website, guides, webinars, or social media platforms is for **educational and informational purposes only**.

Nothing contained in our materials should be interpreted as financial, legal, or investment advice. Clients should consult qualified professionals before making real estate or financial decisions.

## 6. Client Responsibilities

To ensure the best possible outcome, clients agree to:

- Provide accurate and complete information about their property or purchase preferences.
- Disclose all relevant financial, legal, or property-related details that may affect the transaction.
- Respond promptly to communications related to scheduling, offers, and document review.
- Follow agreed-upon timelines for document submission and signatures.
- Pay any applicable fees, deposits, or commissions as outlined in their agreement.

Failure to provide accurate or timely information may result in delays or termination of services.

## 7. Broker Responsibilities

Russell Realty & Development, through its licensed agents and Broker, will:

- Represent the client's interests with integrity, transparency, and confidentiality.
- Comply with all federal, state, and local real estate laws.
- Provide professional guidance, market insight, and documentation support.
- Maintain accurate records and communicate clearly throughout the process.
- Use best efforts to achieve the client's goals while managing realistic expectations.

## 8. Fees and Commissions

All commissions, fees, and service costs will be outlined in a separate written agreement prior to engagement.

- **Sales Transactions:** Typically based on a percentage of the final sale price.

- **Buyer Representation:** May be paid by the seller or negotiated based on terms of agreement.
- **Consulting or Special Services:** Hourly or flat fees may apply for evaluations, analysis, or custom reports.

Payment terms and timing are specified in your client service agreement. Late or unpaid fees may result in suspension of services.

## 9. Confidentiality

All client information shared with Russell Realty & Development will remain confidential and used solely for the purpose of facilitating real estate transactions, unless disclosure is required by law or regulatory authority.

## 10. Marketing and Advertising

By signing a listing or service agreement, clients authorize Russell Realty & Development to market and advertise their property through multiple channels, including MLS listings, company website, digital platforms, and social media, unless otherwise specified in writing.

## 11. Limitation of Liability

Russell Realty & Development and its agents are not responsible for:

- Market fluctuations or changes in property values.
- Actions of third parties (inspectors, lenders, appraisers, contractors, etc.).
- Losses or damages arising from delays, inaccuracies, or unforeseen circumstances outside our control.

Our total liability under any claim shall not exceed the total amount of fees paid for services rendered.

## 12. Termination of Services

We reserve the right to suspend or terminate access to our services or materials at any time for violation of these Terms or any unlawful activity.

Either party may terminate the agreement by providing written notice.

In the event of termination:

- Any outstanding balances or agreed-upon commissions remain payable.
- Marketing materials and property listings will be removed from active platforms.
- Confidential client data will be securely stored or destroyed per compliance guidelines.

## 12. Dispute Resolution

In the event of a disagreement, both parties agree to attempt resolution through good-faith negotiation or mediation before pursuing legal action.

All disputes are governed by the laws of the State of Alabama.

## 13. Acknowledgment and Acceptance

By engaging with Russell Realty & Development, you acknowledge that you have read, understood, and agree to these Terms & Conditions. These terms apply to all services rendered unless superseded by a written agreement signed by both parties.

## 14. Use of Website and Materials

Our website and materials may contain links to external sites. We are not responsible for the content, accuracy, or practices of these third-party sites. Visiting such links is at your own discretion.

All website content, including text, graphics, downloads, and materials, are owned or licensed by Russell Realty & Development. You may not copy, reproduce, distribute, or exploit any material for commercial purposes without written consent.

You agree not to misuse our website or digital resources in a way that violates any laws or harms the company or its users.

## 15. Privacy and Data Collection

Your privacy matters to us. Any personal information collected via our website, forms, or communications will be handled in accordance with our **Privacy Policy**.

We will never sell or disclose your information to unauthorized third parties.

## **16. Limitation of Liability**

Russell Realty & Development is not liable for:

- Losses arising from reliance on website content or third-party resources.
- Delays, errors, or interruptions in website functionality.
- Any damages resulting from transactions conducted through third-party platforms or lenders.

In all cases, our liability is limited to the extent permitted by applicable law.

## **17. Changes to Terms**

Russell Realty & Development reserves the right to modify these Terms at any time. Updates will be posted on this page with a revised effective date. Continued use of our services indicates acceptance of any revised terms.