



At Your Service Transactions Plus LLC

Transaction Coordinator Agreement

Independent Service Provider Agreement between Contracting Agent and
At Your Service Transactions Plus LLC

TERMS OF AT YOUR SERVICE TRANSACTIONS PLUS:

This Agreement by and between **AT YOUR SERVICE TRANSACTIONS PLUS** (here and after referred to as "AYSTP"), and _____ (here and after referred to as the "Contracting Agent") enters into contract for Transaction Coordination (TC) Services pursuant to this agreement as set forth in the following terms and conditions.

AYSTP will act ONLY as the TC. AYSTP is NOT the acting broker with regards to the transactions and therefore is not responsible as such. AYSTP will NOT write offers (unless separately ordered) for Contracting Agent or communicate with buyers or sellers directly to explain documents. Any such communication with Buyer or Seller involved in a specific transaction where AYSTP, its staff or principles, are acting as TC will be for the sole purposes of obtaining signatures on behalf of the Contracting Agent.

A. THE CONTRACTING AGENT AUTHORIZES AND AGREES THAT AYSTP WILL BE RESPONSIBLE TO PROVIDE THE FOLLOWING SERVICES TO THE CONTRACTING AGENT (THESE SERVICES SHALL HEREAFTER BE REFERRED TO AS "TRANSACTION COORDINATION SERVICES"):

1. Order the home warranty policy, mandatory reports, pest inspection, and other inspections as directed by Contracting Agent;
2. Request, receive and retain copies of all documents related to the transaction, included but not limited to: listing agreement, purchase agreement, contract addendums or amendments, escrow instructions, preliminary title, mandatory reports, inspections, verifications, executed disclosures and general communications;
 - a. Review the file throughout the transaction and prior to closing to ensure completeness.
 - b. Maintain file on-line in CLOSED status after the close of escrow.
 - c. Contracting Agent will be responsible for the completion of all documents.
3. Receive required disclosures provided by Contracting Agent and request, receive and obtain signatures from Buyer, Seller and Agents on all required real estate disclosure documents and appropriate waivers;
4. Request required escrow documents and communicate with escrow and/or Title Officers accordingly;
5. Track timelines for Purchase Agreement;
6. Contracting Agent will be responsible for informal introduction of the clients to AYSTP staff to ensure the buyer and/or seller cooperation with the Transaction Coordinator assigned to the transaction.
7. Contact and maintain communications with all parties to the transaction, including but not limited to the Cooperating Agent, Escrow holder, Lender, Inspectors, the Buyer and/or the Seller and their respective agents;
8. Alert Contracting Agent of contractual contingency deadlines and follow Agent's instructions regarding follow up action;
9. Invoice to and collect payment from the escrow holder for transaction coordination services



At Your Service Transactions Plus LLC

B. THE CONTRACTING AGENT ACKNOWLEDGES AND AGREES THAT AYSTP IS NOT RESPONSIBLE TO:

1. Supply Agents with listing and/or purchase contracts and/or any supporting documents and/or addenda related to any contract documents; unless these services are ordered separately;
2. Supply any mandatory city transfer documents, local and/or board disclosures, or HOA documents;
3. Prepare, draft, or otherwise provide disclosures pertaining to businesses affiliated with the Contracting Agent; including, but not limited to business providing the following services: escrow services, mortgage lending services, title insurance services, home inspection services, wood destroying pests and organism eradication services, tax services, and legal services;
4. Instruct the escrow holder to draw up amendments or addenda of any kind;
5. Handle the Buyer's deposit check or relay entries to the Broker's trust log book
6. Negotiate, write or rewrite Buyer's Request for Repairs or Seller's responses; and

C. CONTRACTING AGENT IS OBLIGATED AND AGREES TO PERFORM THE FOLLOWING TASKS ON EVERY TRANSACTION:

1. Provide a full and complete checklist of documents required by your broker;
2. Provide a listing or sale transaction with complete information to AYSTP within 1 day of the date that the listing or sale contract was signed;
3. Provide fully executed listing and/or sale contract documents and respective addenda to AYSTP promptly;
4. Alert AYSTP regarding any escrow amendments that occur during the transaction;
5. Provide all necessary documents and signatures to documents as requested by AYSTP during the course of the transaction;
6. Review Draft Escrow Instructions.
7. Review all reports.
8. Obtain Buyer, Seller and Agents' signatures on all mandatory contract documents as well as respective office addenda to the contracts on date that the contracts were negotiated;
9. Be aware of, and supply, any mandatory city transfer documents, local, state, federal and/or board disclosures, HOA Documents to AYSTP;
10. Complete Agent Visual Inspections (AVID) and submit necessary forms to AYSTP;
11. Negotiate Repairs and/or any changes in Contract and provide necessary addenda or amendment paperwork to AYSTP promptly;
12. Follow up with the Lender, the Appraiser and the Loan Processing Departments accordingly;
13. Negotiate and fully execute and finalize any Request for Repairs with the Buyer and Seller;
14. Immediately notify AYSTP in the event of a cancellation of listing or sale;
15. Communicate with the AYSTP in a prompt manner;
16. Attend any schedule appointments (termite, home inspection, etc.) and supervise inspections accordingly; and
17. Complete Final Walk-through (VP).



At Your Service Transactions Plus LLC

FEES AND PAYMENTS:

D. SINGLE TRANSACTIONS:

1. **\$400.00 for a Single Agency Transaction** (representing buyer or seller in single transaction)
 - a. payment to be received through escrow.
 - b. In the event that escrow for a transaction does not close, or escrow is formally cancelled in writing, work performed at the hourly rate of \$50/hour will be due by Contracting Agent.
2. **\$600.00 for Dual Agency Transaction** (representing both the buyer and seller in the same transaction)
 - c. payment to be received through escrow.
 - d. In the event that escrow for a transaction does not close, or escrow is formally cancelled in writing, work performed at the hourly rate of \$50/hour will be due by Contracting Agent.

E. ADDITIONAL AGENT RESPONSIBILITIES: Contracting Agent is ultimately responsible for acquiring the appropriate signatures of all parties involved in the transaction and returning the documentation to AYSTP. Contracting Agent agrees that it will abide by any and all local, state and federal laws as applicable to this type of transaction and that they are duly licensed by the appropriate entities. Contracting Agent hereby agrees to release AYSTP from any and all liabilities that may arise by virtue of this or any real estate transaction AYSTP provides Transaction Services on for the Contracting Agent. In addition, Contracting Agent further agrees to indemnify, defend and hold AYSTP and any of its affiliates harmless from all claims, disputes, litigation, judgments, and attorney fees that may arise in connection with this or any of the transaction service AYSTP has provided to the Contracting Agent on and also hold AYSTP Harmless in the event any incorrect information is supplied by third parties to AYSTP, or from any material facts may be known by third parties (i.e. Buyer, Seller, Contracting Agent, other participating Real Estate Agents, Third Party Vendors, Inspectors, or other third parties.) but fail to disclose to AYSTP.

F. TERM/TERMINATION: This agreement may be terminated by either party with 5 days written notice.

G. RELATIONSHIP OF PARTIES: It is understood by the parties that the AYSTP is an independent contractor with respect to Client and not an employee of Client. Providers; daily schedule and hours worked under this Agreement in a given day shall generally be subject to AYSTP's discretion. AYSTP agrees to be available to provide services during normal business hours, specified as Monday-Friday, from 9am-5pm EST., and Saturdays from 12pm-5pm EST as needed, excluding holidays and posted closed days.



At Your Service Transactions Plus LLC

- H. CONFIDENTIALITY:** AYSTP will not at any time or in any manner, either directly or indirectly, use for the personal benefit, or divulge, disclose, or communicate in any manner any information that is proprietary to Contracting Agent. AYSTP will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of the Agreement. Upon termination of this Agreement, AYSTP will return to the Contracting Agent all records, notes, documentation and other items that were used, created, or controlled by Contracting Agent during the term of this Agreement.
- I. ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and there are not other promised or conditions in any other agreement whether oral or written.
- J. SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- K. INDEMNIFICATION AND HOLD HARMLESS PROVISION:** The Contracting Agent agrees hereby to indemnify and hold harmless AYSTP and any and all claims which may arise out of and in the course of the performance of the TC duties hereunder. AYSTP, its subcontractors, or any affiliated parties shall not be held liable for errors including but not limited to typographical, email, publishing, print and copy/paste. Client assumes responsibility for all information relayed regarding clients, property, tax information, property descriptions; written and assumed, and will be ultimately responsible to review all content for accuracy.



At Your Service Transactions Plus LLC

AYSTP shall remain as an independent service provider throughout the term of the agreement.

This agreement is entered into by and between AYSTP (the "Transaction Coordinator/TC"), and _____ Real Estate Agent, Realtor or Broker (Contracting Agent).

AYSTP shall begin performing services on this day, _____ for the term of 1 year to be renewed automatically on this date every year (unless otherwise canceled).

Contracting Agent Signature

Date

At Your Service Transactions Plus Representative Signature:

Date