



Brokerage, Single Agent or Team Service Agreement & Authorization

Parties: Hometown Transaction Coordinators ("Coordinator"), 9297 West Sunrise Blvd. Plantation, Fl. 33322, (954) 377-8330, hello@hometowntc.com Hometown Transaction Coordinators Contact
and: AUTHORIZING AGENT ("Agent")
of AUTHORIZING AGENT BROKER OF RECORD ON DBPR AT DATE OF SUBMISSION ("Broker")
AS SUBMITTED ON WWW.HOMETOWNTC.COM OR EMAIL Agent's Contact Info

agree that Agent has engaged Coordinator as their transaction coordinator, listing manager and/or virtual administrative assistant and Coordinator has agreed to engage in such capacity herein authorized to engage in administrative processing for residential real property transaction(s) herein described pursuant to the terms and conditions of this Service Agreement ("Agreement"):

1. Agent Responsibilities.

- "Agent" is defined as the primary engaging party into Agreement with Coordinator for the purpose of facilitating online/virtual administrative support services for any given real estate transaction or remote administrative service. License# DBPR
"Broker" is defined as principal and/or managing broker of the brokerage in where license of Agent is held at the initial time of any given transaction.
A. Agent acknowledges that by State Law, all contracts are property of Broker and Brokerage and as such will provide Coordinator with all documentation required Brokerage policy and procedures in order to provide a compliant transaction folder to Agent and Broker at close of transaction in accordance with State Law. Agent shall provide Coordinator with timeline of Brokerage requirements to remain compliant with Broker.
B. Agent is responsible for furnishing Coordinator with all current and accurate contact information for all parties involved within any given transaction as well as the following documents: MLS and Tax Record printouts, current Listing and/or Sales and Purchase (both if applicable) contracts and their respective addenda and disclosure forms in any transaction(s) remitted for services.
C. Agent hereby agrees to personally guarantee any and all obligations of this Agreement, compensation, addenda, and terms. This shall be continuing and unlimited.
D. Agent will "carbon copied" Coordinator on every electronic communication made to cooperating broker, lender and affiliates, title company, inspection company and insurance agent, client (buyer or seller) or any party to a transaction herein, to keep an accurate accounting of all communication as required by state compliance laws. All communication logs shall be provided to Agent and Broker for internal record files as required by state compliance board.
E. Agent acknowledges that retainment of Coordinator does not relieve Agent of duties required of Agent in any capacity within any given transaction herein.
F. Agent has retained Coordinator as its exclusive transaction coordinator. This Agreement may not be cancelled for the transaction(s) engaged once work has commenced. In the event Agent retains another Transaction Coordinator simultaneously within a given transaction, Agent will be responsible for paying Coordinator costs incurred in performance of this agreement. At clearance of balance, Coordinator obligations hereunder for that transaction shall be fulfilled.
G. Agent will provide Coordinator with Agent access to Brokerage online file management system (if applicable) i.e. Dotloop, FormSimplicity, TransactionDesk, Total Brokerage, Command, eBrokerhouse, Brokersumo, Appfiles and any other office processing systems to efficiently manage and coordinate transaction(s).

2. Coordinator Responsibilities.

- Coordinator is defined as a person(s) who assist the Agent and/or Broker in the administrative support of their real estate business. Performing general clerical work in compliance with the latest FREC non-licensed assistant bulletin.
A. Agent acknowledges that coordinator is acting in the capacity of a non-licensed virtual real estate assistant; and as such, final approval of addendums and contracts are written based on Agent's explicit instructions.
B. Agent and Broker acknowledge that Coordinator are independent 3rd party contractors and are not affiliated or associated with the Brokerage. Furthermore, services provided herein are administrative in nature only.
C. Baseline duties for all transaction work include, but may not be limited to depending on package picked per transaction basis:
Open E file and Execute individualized task plan Review contracts for accuracy, completion and calculate contingency dates
Email welcome letter and important dates to all parties Deliver the executed contract to settlement/escrow agent and lender
Coordinate the inspections, appraisal appointments Obtain C/HOA applications and Disclosure documents
Maintain MLS input and update accordingly Maintain all communications and documents
Draft addenda for approval Troubleshoot issues throughout transaction

All tasks performed by Coordinator are based on per transaction basis.



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**3. Storage and Access and Ownership of documents and files**

- A. Client contact information is the exclusive property of Agent, all efforts to safeguard information will be made by Coordinator.
- B. Contract documents are the exclusive property of Broker, contracts and communications log will be provided to Agent and Broker upon request at close of transaction in compliance with state laws.
- C. Storage of Documents and communication will be provided for a period of 3 months - additional storage time may be acquired for a fee of \$5/year for no more than 5 years.
- D. File access will be provided to Agent and Broker download via weblink upon request.

**4. Payment and Compensation**

A. **Contract to Close Service Fee** is a non-refundable fee that is due payable within 24 hours from closing of transaction(s); if a transaction does not close, fee will not be collected. Service fee encompasses administrative, research/development, Coordinator and third-party vendor fees associated with services rendered.

- I. Silver Steward \$295.00 Buyer **OR** Seller/\$495.00 Buyer **AND** Seller (Dual Rep)
- II. Gold Standard \$395.00 Buyer **OR** Seller/\$595.00 Buyer **AND** Seller (Dual Rep)
- III. Platinum Concierge \$495.00 Buyer **OR** Seller/\$695.00 Buyer **AND** Seller (Dual Rep)

B. Payment is due from Agent at closing a credit card will be placed on-file:

**Contact details**

|            |           |
|------------|-----------|
| First name | Last name |
| Email      |           |

**Billing details**



|              |         |              |   |
|--------------|---------|--------------|---|
| Card number  | MM / YY | CVV          | ? |
| Name on card |         | ZIP / postal | ? |

- C. Payment is Paid at Closing: Agent and Broker will authorize Closing/Settlement agent (via "Commission Disbursement Authorization" or "Same Day Pay" form signed by Broker or authorizing party in the brokerage) to disburse to Coordinator at closing a check/wire made payable to Hometown Transaction Coordinators in the amount that is due per transaction. Commission Disbursement Authorization will be made available to Closing/Settlement agent at least 5 calendar days before scheduled closing of any given transaction.
- D. If Agent fails to perform its obligations owing to Coordinator, Coordinator may deliver written notice to Broker and upon receipt of such notice, the Broker agrees to deduct from all current and future commissions payable to Agent directly to Coordinator until amounts owing by Agent to Coordinator are satisfied in full.
- E. If a "Contract to Close" transaction fails to settle/close, the full fee for that transaction will be waived as per advertised No Close Guarantee.
- F. If Agent requests that Coordinator's work ceases before closing, full fee is due immediately. In the event payment is not received within timely fashion please refer to article 4-H.
- G. **Auxiliary Services (Billable Hours):** Coordinator provides the following ad-hoc services packages which are invoiced and paid upon receipt. The following services are not a part of HometownTC No Close Guarantee. Services are due upon invoice and will not be delivered until payment is received.

- I. Administrative Assistant Bundles
  - 3 Month Bundle, 10 hours per month \$ 900.00
  - 3 Month Bundle, 20 hours per month \$1,200.00
- II. Listing Management
  - MLS Go Live: \$45.00
  - Gold Standard: \$175.00
  - Platinum Marketing: \$275.00
  - List2Lease: \$275.00
  - Add-on features:
    - Feedback & Follow-up, \$180.00 (30-Day Campaign)
    - Listing Compliance Only, \$75.00



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III. CRM Maintenance & Marketing

- Brochure 11x17 - \$55.00
- Flyer 8x10 - \$55.00
- Social Media Ad-Worx - \$325.00 (30-Day Campaign, 3 Advertisements)
- CRM Database Management - \$175.00 (4 Hours)

- H. **Late Payment and Collection Disclosure.** If payment is not received by Coordinator in seven (7) calendar days from date of closing or invoice (whichever is later): (1) a penalty of one hundred dollars (\$100.00) will be assessed to the account; (2) interest shall accrue at the rate of 1.5% per diem on the outstanding balance starting from the date of invoice, and (3) judgment recovery process can commence after thirty (30) calendar days from date of invoice. If payment was not received by Coordinator within thirty (30) days from the date of invoice, Coordinator shall be entitled to be reimbursed for all expenses of collection, including but not limited to attorney's fees, court costs, filings fees and all costs as of all nature and kind incurred in collecting outstanding invoice due to Coordinator whether or not a suit is instituted.
5. This agreement is governed by the laws of the State of Florida, U.S.A. without regard to conflicts of laws principles. You hereby consent to the exclusive jurisdiction and venue of courts sitting in Florida, County of Broward in all disputes arising out of or relating to accessing or using of the Coordinator.
6. **Indemnification:** Agent and Broker agree to indemnify and hold harmless Hometown Transaction Coordinators; its Coordinators, its third-party vendors, corporate affiliates, directors, officers, employees and agents harmless from any and all claims and demands, including, but not limited to reasonable attorney's fees, made by any third-party due to or arising out of any content, submission, posted, or otherwise provided by you to the Hometown Transaction Coordinators family and/or Coordinator. Agent and Broker agree that Hometown Transaction Coordinators' liability whether in contract, in tort, in negligence or otherwise shall not exceed the return of the amount of the fees paid by Agent and Broker and under no circumstances shall Hometown Transaction Coordinators be liable for special, indirect or consequential damages. No action, regardless of form, arising out of the transactions under this agreement may be brought by Agent or Broker more than one year after the cause of action has accrued.
7. **Confidentiality.** From time to time during the course of this Agreement, the Parties may disclose or make available to each other including but not limited to information about business affairs, confidential intellectual property, trade secrets, third-party confidential information, sensitive or proprietary information such as client banking information or other personal information (Collectively "Confidential Information"), whether orally, in writing, electronically or other form of media. Parties agree to guard and protect Confidential Information in a manner comparable to industry standards and to refrain from disseminating Confidential Information. Hometown Transaction Coordinators' processes, systems, templates, and forms shall be treated as and considered Confidential Information. Hometown Transaction Coordinators has templates and forms available for purchase for \$1,000.00. Parties agree that the use of Hometown Transaction Coordinators' systems, forms or templates without prior permission or licensing release shall result in a fee of \$3,000.00.
8. In the event that one or more of the provisions contained in this Agreement be held to be invalid, illegal or unenforceable in any respect, the rest of terms shall survive as if such invalid, illegal or unenforceable provision had never been contained herein.
9. **Acknowledgement:** The terms set forth herein constituted the entire agreement between the parties hereto and which any not be modified or changed, except in writing by all parties herein Any modifications to these terms which are not agreed to in writing by Coordinator shall be void and of no force or effect. Agent furthermore acknowledged, by signing this Agreement that all information represented by Agent to Coordinator is accurate, true, and correct.

\_\_\_\_\_  
Michelle Martinez  
President  
Hometown Transaction Coordinators

DATE

\_\_\_\_\_  
Hiring Agent/Licensee

DATE

\_\_\_\_\_  
Brokerage Name

DATE