



## TRANSACTION COORDINATOR AGREEMENT

Independent Service Provider Agreement between Contracting Agent and Thrive RE TC

### **Terms of Transaction Coordinator Company Name Service:**

This Agreement by and between **Thrive RE TC, LLC** (the "Transaction Coordinator"), and **Real Estate Agent, Realtor or Broker** (here and after referred to as the "Contracting Agent") enters into contract for Transaction Coordination Services pursuant to this agreement as set forth in the following terms and conditions.

Thrive RE TC, LLC will act ONLY as the Transaction Coordinator. Thrive RE TC, LLC is NOT the acting broker with regards to the transactions and therefore is not responsible as such. Thrive RE TC, LLC will NOT write offers 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 Thrive RE TC, LLC is acting as Transaction Coordinator will be for the sole purposes of obtaining signatures on behalf of the Contracting Agent.

### **A. The Contracting Agent authorizes and agrees that Thrive RE TC, LLC 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 survey, home warranty, mandatory reports, home inspection, WDO 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. Assemble a complete transaction file, which is compliant to brokers requirements, or a cancelled file in an PDF format.
  - c. Maintain file on-line in CLOSED status after the close of escrow.
  - d. Contracting Agent will be responsible for the completion of all documents.



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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. 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 Thrive RE TC, LLC 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.
10. Upon agreement and payment, enter listing data into the MLS, set up showing time, and provide feedback to sellers until the time a purchase contract is executed.

### **B. The Contracting Agent Acknowledges and Agrees that Thrive RE TC, LLC 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.
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.
6. Negotiate, write, or rewrite Buyer's Request for Repairs or Seller's responses.
7. Schedule any repairs needed per the inspection response.



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### **C. A. 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 sales contract to the Thrive RE TC, LLC within one day of being executed.
3. Alert Thrive RE TC, LLC regarding any escrow amendments that occur during the transaction.
5. Provide all necessary documents and signatures to documents as requested by Thrive RE TC, LLC during the transaction.
6. Review Draft Escrow Instructions.
7. Review all reports.
8. Complete Agent Visual Inspections and submit necessary forms to Thrive RE TC, LLC.
9. Negotiate Repairs and/or any changes in Contract and promptly provide necessary addenda paperwork to Thrive RE TC, LLC.
10. Follow up with the Lender, the Appraiser, and the Loan Processing Departments accordingly.
11. Immediately notify Thrive RE TC, LLC in the event of a cancellation of listing or sale.
12. Communicate with the Thrive RE TC, LLC in a prompt manner.
13. Attend any schedule appointments (termite, home inspection, etc.) and supervise inspections; accordingly, and
14. Complete Final Walk-through.
15. Provide any passwords needed for company compliance and document signatures.



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### 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 escrow does not close for a transaction, or escrow is formally cancelled in writing, no compensation is due by Contracting Agent.
  
- 2. \$600.00 for Double sided (representing both the buyer and seller in the same transaction)**
  - c. payment to be received through escrow.
  - d. In the event escrow does not close for a transaction, or escrow is formally cancelled in writing, no compensation is due by Contracting Agent.
  
- 3. \$150 for listing services**
  - c. payment to be received at the time of services.

**E.** Contracting Agent is ultimately responsible for acquiring the appropriate signatures of all parties involved in the transaction and returning the documentation to Transaction Coordinator Company Name. Contracting Agent agrees that it will abide by 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 Thrive RE TC, LLC from all liabilities that may arise by virtue of this or any real estate transaction, Thrive RE TC, LLC provides Transaction Services for the Contracting Agent. In addition, Contracting Agent further agrees to indemnify, defend and hold Thrive RE TC, LLC harmless from all claims, disputes, litigation, judgments, and attorney fees that may arise in connection with this or any of the transaction, Thrive RE TC, LLC has provided Transaction Coordination services to Contracting Agent on and also hold Thrive RE TC, LLC Harmless in the event any incorrect information is supplied by third parties to Thrive RE TC, LLC, 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 Thrive RE TC.



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**Thrive RE TC shall remain as an independent service provider throughout the term of the agreement.**

**This agreement is entered into by and between Thrive RE TC, LLC (the "Transaction Coordinator"), and \_\_\_\_\_ Real Estate Agent, Realtor or Broker (Contracting Agent).**

**Thrive RE TC, LLC shall begin performing services on this day,**

\_\_\_\_\_.

**Thereafter, services shall be performed on this schedule to which the parties have agreed. In consideration for the services to be performed by Thrive RE TC, LLC, the Contracting Agent agrees to pay the following to Thrive RE TC, LLC for the services listed above:**

**Contracting Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Transaction Coordinator Signature: \_\_\_\_\_ Date: \_\_\_\_\_**