

# Transaction Management Agreement

This Agreement is made between Contracts2Closings, LLC ("Company"), and \_\_\_\_\_ ("Client"), on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. This Agreement shall not render the Company an employee, partner, agent of, or joint venturer with the Client for any purpose. The Company is and will remain an independent contractor in their relationship to the Client. At no time will the Company assume any of the duties, or responsibilities, that belong to the Client, or a licensed assistant.

## **Company and Client agree to the following: Closing Management (\*\*For up to a 12 month closing period\*\*)**

### Company responsibilities include:

- Receive Copy of Contract, Earnest Money, and Client Financials
- Start on-line transaction platform
- Receive Pre-qualification Letter from Lender
- Pre-qualification Letter sent to Sellers Agent
- Add transaction documents La on-line transaction platform
- Invite all parties to online transaction platform
- Verify Escrow with Broker/Title Company
- Verify Inspections ordered (Home, Termite, etc.)
- Verify Inspections completed
- Receive Repair Request from Buyers Agent
- Send Repair Request to Seller's Agent
- Repair Bids sent for approval
- Repairs completed/verified
- Addendum to Contract signed
- Verify Loan Application Date
- Verify Appraisal Ordered
- Verify Flood Zone yes/no
- Flood Certification Received
- Verify Survey ordered
- Survey received
- Well/Septic ordered, if required
- Well/Septic results received
- Appraisal Received
- Verify Hazard Insurance Information
- Verify Hazard insurance payment receipt received
- Verify Loan Submitted
- Verify Loan Approved
- Loan Commitment Letter
- Send Loan Commitment Letter to Seller
- Verify Closing Date
- Confirm/Notify all parties of walk•thru inspection
- Verify Closing Date
- Invite/Direct all parties to closing
- Order/Arrange closing gift (additional charges apply)
- Order/Arrange housewarming party (additional charges apply)

### Client responsibilities include:

- One-time initial fee of \$150.00 \*
- \$100.00 per transaction fee \*\*
- Introduction to team members and client
- Follow-up phone call with client after invitation to online platform.
- Provide a copy of the signed contract and addendums.
- Meet inspectors as needed.
- Receive/review all communication.
- Direct attorney, lender, and client calls to us.
- Notify us of any personally handled items/processes.
- Follow-up with your client before closing
- Attend the scheduled walk-thru.
- Sign and Lockbox Removal
- Attend the closing.
- \$250.00 closing fee \*\*\*

\* Account set-up charge

\*\* Per transaction charge

\*\*\* Paid only at transaction close

\*\* Fees are non-refundable \*\*

### **Arbitration:**

If a dispute or controversy arising under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Prince George's County, Maryland in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Prince George's County, Maryland. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

**Termination of Agreement:**

The Company or the Agent may terminate this Agreement at any time by 10 working days' written notice to the other party.

**Governing Law:**

This agreement shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of Maryland, without regards to its conflicts of law provisions.

**Entire Agreement:**

This agreement constitutes the entire agreement between the Company and the Agent hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this agreement.

**Severability:**

If any provision of this agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, the other sections shall be enforced to the maximum extent permitted by law.

**Amendment; Waiver:**

No amendment or waiver by any holder shall be binding unless in writing; and any waiver on any one occasion shall not be a waiver for any other or future occasion.

**Descriptive Headings and Language:**

The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations under this Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

*Contracts2Closings, LLC*

Signature Contracts2Closings, LLC:

*Jesse L. Marks III*

Typed or Printed Name

*Managing Member*

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature [Client]:

Taxpayer ID Number: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date