



This Transaction Service Agreement is between **Pro Transaction Services** (Provider), _____ (Agent) and _____ (Client) for the property located at _____ (Address). This Agreement is being made on the _____ day of _____ 2020 and is effective until this agreement expires when the property closes and is recorded at the Registry of Deeds or the transaction is cancelled between the buyer and seller. In this Agreement, the party contracted to receive Transaction Services shall be referred to as the “Agent” and the party contracted to provide Transaction Services shall be referred to as the “Provider”

1. **Services to be provided.** The Provider will provide the following services for this transaction (check all that apply)
 - Transaction Services: Listing Under Contract to Close**
 - Once a listing goes under contract, the file will be sent to Provider and services will commence. Agent will receive daily/weekly updates of transaction status
 - Transaction Services: Buyer Under Contract to Close**
 - Once a new buyer goes under contract, the file will be sent to Provider and services will commence. Agent will receive daily/weekly updates of transaction status
 - New Listing Document Compliance**
 - Agent may submit all newly signed listing documents to Provider and Provider will ensure all documents are signed for compliance, Provider will make sure Dotloop file is set up correctly and upload all documents to the loop. Agent must add TC as a “team member” in Dotloop to allow access
 - New Listing Data Entry – MLS & KWLS**
 - Agent may submit completed Listing Information Form to Provider. Provider will create a new listing in MLS and enter all information for Agents review. Once reviewed by Agent, the Provider will circulate draft version of MLS listing to Seller for their review and approval. Once approved by both Seller and Agent, the Provider will enter all information into KWLS for proper syndication. Once photos are supplied to Provider, they will be uploaded to both MLS and KWLS prior to listing going live.

2. **Agent / Client Consent.** Agent must notify their Client that the Provider, as a licensed Realtor affiliated with the Agents brokerage, will be considered a Designated Agent to the Agents buyer/seller and as such, Designated Agency forms must be signed by both the Agent and the Client naming Pro Transaction Services as designated agents

Agent Signature

Client Signature

3. **Agreement Term.** This Agreement is being offered on a “per transaction” basis. This service is available to leverage single transactions and is not intended as an Individual full-service Transaction Coordinator for Agent. Agent acknowledges that the Provider is offering services to other Agents and can take on new contracts based upon the Providers time & availability. Availability is on a first come, first serve basis and no new files will be accepted if the Provider is at maximum capacity. Agent must check with Provider prior to submitting a new file.
4. **Agent / Provider Relationship.** It is understood by both parties that the Provider is an independent contractor with respect to the Agent and not an employee of the Agent. The Providers daily schedule and hours worked under this Agreement shall be at the Providers discretion. The Provider agrees to be available to provide services during normal business weeks, specified as Monday – Friday, excluding holidays, and reserves the right to identify any day of unavailability in writing to the Agent with advanced notice
5. **Exclusivity of Property.** Any systems, tools, ideas, templates, checklists or other information created and used by the Provider in connection with services provided to the Agent will be considered exclusive property of the Provider. The Agent must have written consent by Provider to utilize any exclusive products of the Provider outside of services being provided.
6. **Confidentiality.** The Provider will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Provider, or divulge, disclose, or communicate in any manner any information that is proprietary to the Agent, or the Agents Client. The Provider will protect all Agents & Clients information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Provider will return any and all Client records, notes, documentation and other items that were used, created, or controlled by the Provider for the Agent & Client during the term of this agreement
7. **Severability.** If any provision of the 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 the 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.
8. **Non-disclosure and Non-Solicitation.** The Provider shall not directly or indirectly disclose to any person other than a representative of the Agent at any time either during the term of this Agreement or following the expiration thereof, any confidential or proprietary information pertaining to the Agent, including but not limited to customer lists, contracts, financial data, sales data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets.

9. **Indemnification and Hold Harmless Provision.** The Agent & Client agree hereby to indemnify and hold harmless the Provider from any and all claims which may arise out of and during the performance of the Provider duties hereunder. Pro Transaction Services, 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. The Agent assumes responsibility for all information relayed regarding clients, property, tax information, property descriptions; written an assumed, and the Agent will ultimately be responsible to review all content for accuracy. Let it be known that the Provider is licensed and may be able to perform certain duties requiring licensure in the state of MA, including but not limited to negotiations, legal communication, and any other function under law, and reserves the right to refuse performance of any duties deemed questionable, illegal, or otherwise unethical.
10. **Entire Agreement.** This Agreement contains the entire Agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written, unless otherwise specified and included with this agreement as attachment(s)
11. **Payment for Services.** Agent agrees to provide **50% of service fee upfront** for services provided per transaction. Payments may be made via check, PayPal, or Venmo. Services will commence once payment has been received. **Remaining 50% shall be paid upon successful closing of the property.** Remaining payment shall be added to the Greensheet and paid directly from the brokerage of the Agent as an "Other Deduction" at the same time the Agent is paid their commission. There is a **termination fee of 50% of the file due** in the event a transaction does not close for any reason whatsoever. If a transaction does not close, the upfront service fee will be retained by Pro Transaction Services for services rendered. If Agent fails to pay any portion of fee, the Provider reserves the right to cancel any "in progress" and/or future transactions unless full payment is made upfront. The Provider also reserves the right to file a claim against the Agent for any and all compensation due including but not limited to filing fees, legal or other fees associated with filing a claim.

12. Payment Structure

- Seller File Tier 1
 - Signed listing contract to live listing - **\$250.00**
- Seller File Tier 2
 - Accepted offer to closing - **\$500.00**
- Seller File Tier 1&2 - **\$595.00**
- Buyer File Contract to Close - **\$500.00**
- Buyer or Seller Short Sale Files - **\$775.00**
- MLS & KWLS Data & Photo Entry only - **\$100**
- Hourly Contract Rate of **\$40/hr** for any special or custom projects agreed upon by Agent & Provider that are within the scope of services provided by the Provider

In witness of agreement whereof, the Agent and the Provider have signed this agreement,

Agent Signature

Joe Provost – Operations Manger
Pro Transaction Services