

**ENGAGEMENT AGREEMENT FOR  
TRANSACTION COORDINATION SERVICES**



Fusion Elite Realty and its Fusion Virtual Consulting group, (hereinafter "Fusion Virtual Consulting") is a company offering independent transaction coordinating services to real estate brokers and agents.

When a real estate broker or real estate agent ("Agent") submits a completed Fusion Virtual Consulting Registration Form transaction or potential transaction with Fusion Virtual Consulting via fax, online or email, and after Fusion Virtual Consulting confirms the registration via email, the file is registered and Fusion Virtual Consulting becomes an independent service provider to assist that Agent and/or Broker with coordinating the Agent's and/or Broker's real estate transaction and Fusion Virtual Consulting will provide its services specific to the Agent's and or Broker's representation, either as a buyer's agent, seller's agent or both (dual-agency).

This Transaction Coordinator Agreement is entered into by and between

\_\_\_\_\_  
Broker or Agent Name

\_\_\_\_\_  
Title

and Victoria Carmon, Fusion Virtual Consulting (Transaction Coordinator.)

Effective Date: \_\_\_\_\_ to open.

Agent/Broker agrees to all terms set forth in this agreement.

**A Registration Form link is attached to this Agreement. Registration occurs when Fusion Virtual Consulting delivers a confirmation email to Agent which will also provide the contact information of the Fusion Virtual Consulting TC Coordinator. Additionally, A Brokerage Protocol Sheet will be forwarded to agent for completion by Agent prior to initiating Agent's first Transaction with Fusion Virtual Consulting Transaction Coordinator.**

**The scope of activities of Fusion Virtual Consulting Transaction Coordinator are expressly limited to those of a transaction coordinator, and are not intended to supplant, replace, or otherwise augment the duties of the Agent and or Broker pursuant to local and state requirements. These include but are not limited to Maryland Code Title 17, Business Occupations and Professions, Annotated Code of Maryland. This also includes Code of the District of Columbia§ 42-1703. Duties of real estate brokers, salespersons, and property managers. It is the Agent/Broker responsibility to check with their local and state licensing guidelines for using an assistant. The Agent and or Broker must perform his/her obligations in the transaction and as required by law, and as described in this Agreement directly below. Fusion Virtual Consulting Transaction Coordinator shall then provide contractual timeline follow-up from contract to close.**

**I. AGENT IS OBLIGATED AND AGREES TO PERFORM THE FOLLOWING TASKS ON EVERY TRANSACTION REGISTERED WITH FUSION VIRTUAL CONSULTING:**

**A.** Obtain Buyer, Seller and Agents' signatures on all initial/inaugural mandatory contract documents and disclosures as well as respective office addenda to the contracts on date that the contracts were negotiated or as applicable.

**B.** Register a listing or sale transaction or both with complete information within 2 days of the date that the listing or sales contract was signed and accepted, by providing by fax, online, or email the

Fusion Virtual Consulting File Registration Form as well as the fully executed listing and/or sales contract documents and respective addenda.

- C.** Be aware of and supply to the assigned Fusion Virtual Consulting Transaction Coordinator any mandatory city transfer documents, local and/or board disclosures.
- D.** Alert the Fusion Virtual Consulting Realty Transaction Coordinator regarding any escrow amendments that occur during the transaction.
- E.** Negotiate and fully execute any and all Addenda, Requests for Repairs and/or Notices to Perform with the Buyer and Seller.
- F.** Provide or facilitate documents and signatures to documents as requested by the Fusion Virtual Consulting Transaction Coordinator during the course of the transaction.
- G.** Immediately notify Fusion Virtual Consulting Transaction Coordinator in the event of a cancellation of listing or sale.
- H.** Arrange any and all property inspection appointments time with the pertinent Parties and Vendors.

**II. AGENT/BROKER AUTHORIZES AND AGREES THAT FUSION VIRTUAL CONSULTING TRANSACTION COORDINATOR IS RESPONSIBLE TO:**

- A.** Contact and maintain communications with all parties to the transaction, including but not limited to: the Cooperating Agent, the Escrow holder, the Inspectors, the Buyer and/or the Seller.
- B.** Request, receive and retain copies of all documents related to the transaction, included but not limited to: Listing Agreement, Purchase Agreement, respective Addenda, escrow instructions, preliminary title report, mandatory reports, inspections, verifications, executed disclosures and general communications.
- C.** Review such documents for completion and request completion/corrections from pertinent parties via email, electronic signature software, fax or as requested.
- D.** Request, receive and obtain signatures from Buyer, Seller and Agents on all real estate disclosure documents and appropriate waivers.
- E.** Order the home warranty policy, mandatory reports and termite inspections, as appropriate.
- F.** Alert Contracting Agent of contractual contingency deadlines and follow Agent's instructions regarding follow up action.
- G.** Invoice to and collect payment from the escrow holder for transaction coordination service, and for any reports or additional services ordered on behalf of the transaction, in the event Fusion Virtual Consulting Transaction Coordinator is invoiced directly in error by any Vendor or Inspector.
- H.** Assemble a complete compliant transaction or cancelled file; and electronically archive the complete or cancelled transaction file. This file will also be compliant with the File Document Protocol Sheet to be completed by the Agent and returned with this Agreement.

**III. AGENT ACKNOWLEDGES AND AGREES THAT FUSION VIRTUAL CONSULTING TRANSACTION COORDINATOR IS NOT RESPONSIBLE TO AND SHALL NOT:**

- A.** Supply any mandatory city transfer documents, local and/or board disclosures.
- B.** Prepare, draft, or otherwise provide disclosures pertaining to businesses affiliated with the 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.
- C.** Generate or obtain signatures on initial/inaugural listing or purchase contracts and/or any supporting documents and/or addenda related to contract documents for the purpose of initiating such documentation.
- D.** Instruct the escrow officer or assistants to prepare escrow amendments.
- E.** Handle the Buyer's deposit check or relay entries to the Broker's trust log book or accounting ledgers.
- F.** Arrange for or follow-up on the Seller's required termite work or home repairs.
- G.** Negotiate, draft, write or revise or otherwise prepare or deliver in any way Buyer's Request for Repairs or Seller's responses thereto, or any Addenda or Counter Offers, or Contingency removal exceptions, except verbatim as requested specifically in writing.
- H.** Take any action that would determine or materially alter the procession of a file or contract (Ex: Contingency Removal request or recommendation) without express written consent to do so
- I.** Handle keys to the property or arrange for delivery of keys to the Buyer or Buyer's Agent.
- J.** Explain or elaborate the need for, any documents to Buyer or Seller.
- K.** Strategize with any Parties, with the exception of conferring with our Contracted Agent regarding best practices.

**IV. FUSION VIRTUAL CONSULTING TRANSACTION COORDINATORS SERVICE FEES**

Fusion Virtual Consulting Transaction Coordinator service fee begins only after the transaction is registered (email confirmation from Fusion Virtual Consulting Transaction Coordinator required).

**Set up Fee:** A \$50 fee is due upon registration of executed Fusion Virtual Consulting Registration Form.

The Fusion Virtual Consulting Transaction Coordinator fee is invoiced to Escrow and is due and payable upon successful delivery of complete transaction file to Agent's Broker and within 3 days of the close of escrow or 3 days of the notification of cancellation when the Agent's Broker or Agent has received a sales commission, cancellation fee, or any other compensation related to the escrow.

Fusion Virtual Consulting Transaction Coordinator fee for services is to be distributed immediately upon successful close of Escrow. Fee is to be wired directly from the Escrow office to Fusion Virtual Consulting dedicated account. Wire instructions will be sent to title directly.

Fusion Virtual Consulting Transaction Coordinator FEES

- \$300 – Representation of One Party, Buyer or Seller
- \$400 - Dual-Agency -same Agent representing both sides
- \$450 – Dual Agency – 2 separate Agents

**V. AGENT IS RESPONSIBLE FOR ALL** Fusion Virtual Consulting Transaction Coordinator SERVICE FEES and any additional expenses incurred on behalf of the transaction including, but not limited to, overnight deliveries or postage, messengers, and notary service.

**VI. FUSION VIRTUAL CONSULTING TRANSACTION COORDINATOR MAINTAINS THE RIGHT TO REFUSE SERVICE TO ANY AGENT OR ANY PERSON AT WILL.**

**VII. FUSION VIRTUAL CONSULTING TRANSACTION COORDINATOR - HOLD HARMLESS.** When Agent registers a potential transaction or transaction with Fusion Virtual Consulting Transaction Coordinator, Agent and Agent's Broker agree to indemnify, defend with counsel acceptable to Fusion Fusion Virtual Consulting Transaction Coordinator, hold harmless Fusion Elite Realty, Fusion Virtual Consulting Transaction Coordinator, Victoria Carmon and its agents, contractors and employees against and in respect to any and all claims, demands, losses, fines, damages, expenses, obligations, liabilities, recoveries and deficiencies including interest, penalties and reasonable attorney fees that Fusion Virtual Consulting Transaction Coordinator, shall incur or suffering that may arise, resulting from or relating to any breach of or failure of Agent to perform any of its obligations in this Agreement or any other party that forwards information onto Fusion Virtual Consulting Transaction Coordinator.

The Agent has reviewed and accepts all the above stated terms for each and every transaction s/he registers with Fusion Virtual Consulting Transaction Coordinators.

**Cancellation Fee:** Please note that Victoria Carmon does not work on contingency. The Transaction fee begins once escrow is opened. In the event of cancellation, the fee is prorated as the following: from day 1-17: \$25, from day 18-31 \$50, from day 32 onward: \$75. There is no fee for a listing that does not go into escrow. If a transaction cancels, Victoria Carmon invoices Agent. Agent is invoiced and responsible for payment.

Agent Printed Name: \_\_\_\_\_

Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Listing Side Transaction:**

- Open escrow upon request, obtain file number and request escrow instructions, commission instructions and Prelim.
- Review purchase agreement, counter offers, and amendments to ensure all are fully executed with proper dates, initials, signatures, and broker information is completed.
- Keep track of deadlines per contract agreement
- Schedule Appointments (Termite, Repair, etc)
- Send copies of termite and any other reports to buyer's agent & escrow.
- Upload all disclosures, documents, and reports into online transaction management service as they are received or fully executed throughout the transaction.
- Maintain weekly contact with all parties involved for status up-dates as well as items outstanding.
- Order Home Warranty
- Provide copies of the file on CD to the Agent —Agent & Client copy provided upon completion of the file.

**Agents Responsibilities:**

- Review Draft Escrow Instructions
- Review Preliminary Title Reports
- Complete Agent Visual Inspection
- Negotiate Repairs and/or any changes in Contract

**Buyer Side Transaction:**

- Coordinate the Opening of escrow
- Review purchase agreement, counter offers, and amendments to ensure all are fully executed with proper dates, initials, signatures, and broker information is completed.
- Ensure seller disclosures are provided within contract timelines.
- Keep track of deadlines per contract agreement
- Ensure your buyer is provided a copy of all reports and booklets that are provided and/or required.
- Upload all disclosures, documents, and reports into online transaction management service as they are received or fully executed throughout the transaction.
- Maintain weekly contact with all parties involved for status updates as well as items outstanding.
- Provide copies of the file on CD to the Agent — Agent & Client copy provided upon completion of the file.
- Schedule Appointments (Home Inspection, Termite, Final Walkthrough, etc)

**Agents Responsibilities:**

- Review Draft Escrow Instructions
- Review Preliminary Title Report
- Negotiate Repairs and/or any changes to contract
- Advise client regarding Contingency removals (We will remind of dates and timeframes)
- Complete Agent Visual Inspection
- Obtain signatures on Final Walk Through