

**TRANSACTION COORDINATOR AGREEMENT**

This agreement is made and entered into on this date of \_\_\_\_\_ by and between Mr. Aaron Sams, with his principal place of business located at 4063 East Houston St San Antonio TX 78220, herein after referred to as "Transaction Coordinator," and the below signed applicant(s) hereinafter referred to as "Investor."

Property Address: \_\_\_\_\_

Projected Closing Date: \_\_\_\_\_

Investor Name: \_\_\_\_\_

Investor Phone # \_\_\_\_\_

Investor Email: \_\_\_\_\_

Closing Agent Name: \_\_\_\_\_

Closing Agent Phone # \_\_\_\_\_

Closing Agent Email: \_\_\_\_\_

**SCOPE OF SERVICES FOR TRANSACTION COORDINATOR:**

Transaction Coordinator and Investor both agree that under this Agreement, the Transaction Coordinator shall provide the following services in support of the subject transaction:

- \*Coordinate the proper preparation, completion, and execution of transactional documents (to include required addendums and amendments) for subject to acquisitions and owner finance transactions;
- \*Gather information and supporting documentation as needed to complete the transaction;
- \*Coordinate the opening of the file with Title/Escrow/Closing Agent;
- \*Ensure earnest money and option funds are receipted;
- \*Conduct a preliminary title search to identify any liens or encumbrances impacting the property
- \*Maintain appropriate communication and coordination with closing attorney/title company, agents, lenders and other service providers;
- \*Answer transactional questions from all parties to the transaction as needed;
- \*Review loan disclosures, HUD-1 settlement statements, and closing documents to identify errors for correction.

**COMPENSATION:**

Compensation for Transaction Coordinator's services rendered shall be as follows:

\$800 Total Cost Per Transaction:

1. \$400 initial deposit due upon execution of this agreement (the initial deposit will not be refunded if the transaction does not close)
2. \$400 remaining fee due at closing

**AFFIRMATION BY INVESTOR:**

This agreement contains the entire agreement between the Transaction Coordinator and the Investor, and supersedes all prior agreements or understandings relating to the subject matter thereof. There are no written or oral agreements between the parties other than set forth in this agreement.

**TERMS AND CONDITIONS:**

*Confidential Information.* The Transaction Coordinator agrees that any information received by the Transaction Coordinator during any furtherance of the Transaction Coordinator's obligations in accordance with this agreement, which concerns the personal, financial or other affairs of the Investor will be treated by the Transaction Coordinator in full confidence and will not be revealed to any outside party.

*Liability.* With regard to the services to be performed by the Transaction Coordinator pursuant to the terms of this agreement, the Transaction Coordinator shall not be liable to the Investor, or to anyone who may claim any right due to any relationship with the Investor, for any acts or omissions in the performance of services on the part of the Transaction Coordinator or on the part of the agents or employees of the Transaction Coordinator. The Investor shall hold the Transaction Coordinator free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to the Investor pursuant to the terms of this agreement or in any way connected with the rendering of services. Any disputes shall be addressed and coordinated through mediation at the Bexar County Dispute Resolution Center.

*Independent Contractor.* Both the Investor and the Transaction Coordinator agree that the Transaction Coordinator will act as an independent contractor in the performance of its duties under this agreement.

*No Fiduciary Obligation.* The transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transaction coordinator is not the advocate of either party and therefore has no obligation to negotiate for either party.

**ACKNOWLEDGEMENTS:**

By signing below, the Investor wishes to engage Transaction Coordinator for the provision of services and acknowledges the terms of this agreement:

Investor's Signature: \_\_\_\_\_

Investor's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

If payment for the \$400 initial deposit is being made via credit card, please provide your credit card information:

**CREDIT CARD INFORMATION**

Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_

Card Expiration Date: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

Card Security Code: \_\_\_\_\_

If paying via ACH, please enter your email address for an online invoice: \_\_\_\_\_

Transaction Coordinator's Signature: \_\_\_\_\_

Transaction Coordinator's Printed Name: Mr. Aaron C. Sams

Date: \_\_\_\_\_