



Accurate Transactions

Client Service Agreement

Entered into on * _____.

Parties:

Known as "Coordinator"

Accurate Transactions LLC

tessa@accuratetransactions.org

41251 Via Aguila, Temecula, CA 92591

(949) 310-0185

and

Known as "Client"

First Client Full Name

First Client Email

First Client Address

First Phone Number

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

Purpose of the Agreement

Client wishes to hire Contractor to provide services relating to Client's escrow transaction management as detailed in this Agreement. Contractor has agreed to provide such services according to the terms of this Agreement.

Terms

SERVICES

Contractor shall provide Client with the following services (herein known as "Services"):

Single Agency Contract to Compliance or Dual Agency Contract to Compliance

FEES

- **Single Agency Contract to Compliance - \$500**
- **Dual Agency Contract to Compliance - \$700**

Parties agree that Client has engaged Coordinator as their transaction coordinator and Coordinator has agreed to engage in such capacity in such real estate transaction herein authorized to engage in administrative process for residential real property transaction(s) herein described pursuant to the terms and conditions of this Service Agreement ("Agreement"):

CLIENT RESPONSIBILITIES

Client is defined as the primary engaging party into Agreement with Coordinator for the purpose of facilitating online/virtual administrative support services for any given real estate transaction. "Broker" is defined as principal and/or managing broker of the brokerage in where license of Client is held at the initial time of any given transaction.

a. Client acknowledges that by State Law, all contracts are property of Broker and Brokerage and as such will provide Coordinator with all documentation required Brokerage policy and procedures in order to provide a compliant transaction folder to Client and Broker at close of transaction in accordance with State Law. Client shall provide Coordinator with timeline of Brokerage requirements to remain compliant with Broker.

b. Client is responsible for furnishing Coordinator with all current and accurate contact information for all parties involved within any given transaction as well as the following documents: MLS and Tax Record printouts, current Listing and/or Sales and Purchase (both if applicable) contracts and their respective addenda and disclosure forms in any transaction(s) remitted for services.

c. Client hereby agrees to personally guarantee any and all obligations of this Agreement, compensation, addenda and terms. This shall be continuing and unlimited.

d. Client will "carbon copy" Coordinator on every electronic communication made to cooperating broker, lender and affiliates, title company, inspection company and insurance agent, client (buyer or seller) or any party to a transaction herein, to keep an accurate accounting of all communication as required by state compliance laws. All communication logs shall be provided to Client and Broker for internal record files as required by state compliance board.

e. Client acknowledges that retainment of Coordinator does not relieve Client of duties required of Client in any capacity within any given transaction herein.

f. Client has retained Coordinator as its exclusive transaction coordinator. This Agreement may not be cancelled for the transactions engaged once work has commenced. In the event Client retains another Transaction Coordinator simultaneously within a given transaction, Client will be responsible for paying Coordinator costs incurred in performance of this agreement (a maximum of \$700 per transaction at clearance of balance, Coordinator obligations hereunder for that transaction shall be fulfilled.

g. Client will provide Coordinator with Client access to Brokerage online file management system (if applicable) i.e.Dotloop, Zipforms, SkySlope, Google Drive, & other office processing systems to efficiently manage and coordinate transaction(s)

h. Coordinator will use Accurate Transactions company email for all communication throughout the transaction and for all business purposes. If Client prefers Coordinator to use an email address associated with Client; Client agrees and allows Coordinator to create an alias email through Coordinator's email system only for the authorization and duration of the transaction(s) affiliated with Client.

COORDINATOR RESPONSIBILITIES

Coordinator is defined as a person(s) who assist the Client and Broker in the processing of the real estate file. Gathering all information, paperwork, and following up of the contractual items. Putting together the final Broker file of the real estate transaction.

a. Client acknowledges that Coordinator is acting the capacity of a non-licensed virtual real estate assistant; and as such, final approval of addendums and contracts are written based on Client's explicit

b. Agent and Broker acknowledge that Coordinator are independent third party contractors and are not affiliated or associated with the Brokerage. Furthermore, services provided herein are administrative in nature only.

c. Baseline duties for all transaction work include, but may not be limited to depending on package picked per transaction basis:

i) Review contracts and addenda for accuracy, completion and calculate contingency dates

ii) Open escrow if requested by Client and track earnest money deposit

iii) Email welcome letter and important dates to all parties deliver the executed contract to escrow agent and lender

v) Obtain HOA documents and package disclosure documents, track all contingency and milestone dates accordingly

vi) Maintain all communications and documents

vii) Draft addenda for Client approval prior to sending for signatures

viii) Request copies of applicable reports such as but not limited to; Natural Hazard Disclosure Report, Wood Destroying Pest Control Report, Preliminary Title Report, Home Warranty & other reports necessary for the transaction

ix) Store closed transactions and make available upon request

x) Properly dispose of sensitive personal client information after the close of escrow

All tasks performed by Coordinator are based on per transaction basis.

STORAGE, ACCESS AND OWNERSHIP OF DOCUMENTS/FILES

a. Contact information is the exclusive property of Client, all efforts to safeguard information will be made by Coordinator.

b. Contract documents are the exclusive property of Broker, contracts and communications log will be provided to Client and Broker at close of transaction in compliance with state laws.

c. Storage of Documents and communication will be provided for a period of 12 months- - additional storage time may be acquired for a fee of \$0/year for no more than 5 years.

d. File access will be provided to Client and Broker download weblink at end of transaction.

PAYMENT AND COMPENSATION

a. Contract to Compliance Service Fee is a non-refundable fee that is due payable within 72 hours from closing of transaction(s); if a transaction does not close, fee is not due. Service fee encompasses administrative, research/development, Coordinator and third-party vendor fees associated with services rendered.

b. Payment is due from Client portion of commission, in any given transaction.

- c. Payment is Paid at Closing: Client and Broker will authorize Closing/Settlement (via "Commission Disbursement Authorization" signed by Broker) to disburse to Coordinator at closing a check/wire made payable to Accurate Transactions LLC in the amount that is due per transaction. Commission Disbursement Authorization will be made available to Closing/Settlement agent 5 calendar days before scheduled closing of any given transaction.
- d. If Client fails to perform its obligations owing to Coordinator, Coordinator may deliver written notice to Broker.
- e. If a "Contract to Compliance" transaction fails to close, the full fee for that transaction will be zero.
- f. If Client requests that Coordinator's work ceases before closing, full fee is due at closing.

Acknowledgement: the terms set forth herein constituted the entire agreement between the parties hereto and which any not be modified or changed, except in writing by all parties herein any modification to these terms which are not agreed to in writing by Coordinator shall be void and of no force or effect. Client furthermore acknowledged by submitting a transaction through the web portal is in effect signing and acknowledging this Service Agreement. Furthermore, that all information represented by Client to Coordinator is accurate, true and correct.

CONFIDENTIALITY

Parties will treat and hold all information **of or relating to** this Agreement, the Services provided and the Parties' businesses in strict confidence and will not use any of this information except in connection with fulfilling the terms of this Agreement, and, if this Agreement is terminated for whatever reason, Parties will return all such information, including account access information, and any and all copies to the original Party and will remain bound to the Confidentiality provision of this Agreement. Confidential information (herein "Confidential Information") means information that is of value to its owner and is treated as proprietary or confidential including, but not limited to, intellectual property, inventions, trade secrets or information, financial data or information, speculation, knowledge, general Company data or reports, future business plans, strategies, customer lists and information, client acquisition strategies, advertising campaigns, information regarding executives and employees, and the terms and provisions of this Agreement.

Further, at all times neither Party shall use or disclose any Confidential Information relating in any way to the past, present, or future business affairs, conditions, clients, customers, efforts, employees, financial data, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form to any parties outside of this Agreement.

This Agreement imposes no obligation upon the Parties with respect to any Confidential Information that was possessed before initial business interactions commenced between the Parties; is or becomes a matter of public knowledge through no fault of receiving Party; is rightfully received from a third party not owing a duty of confidentiality; is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing Party; or is independently developed by either Party without prior knowledge of privileged or confidential information.

RELATIONSHIPS OF THE PARTIES

Coordinator and any related sub-contractors are not employees, partners or members of Client's company or organization. Coordinator has the sole right to control and direct the means, manner and method by which the services in this Agreement are performed. Coordinator has the right to hire assistants, subcontractors or employees to provide Client with its Services. Parties are individually and separately responsible for their own business operation and expenses, including securing or paying any licensing fees, insurance, taxes (including FICA), registrations or permits. Client is not responsible for paying for any benefits, Workers Compensation, insurance or unemployment fees to Coordinator.

STYLE RELEASE

Client has spent a satisfactory amount of time reviewing Coordinator's work and has a reasonable expectation that Coordinator's Services will produce a reasonably similar outcome and result for Client. Contractor will use reasonable efforts to ensure Client's services are carried out in a style and manner consistent with Coordinator's current portfolio and services, and Coordinator will try to incorporate any suggestions Client makes. However, Client understands and agrees that:

- Every client and final delivery is different, with different terms and needs;
- Transaction Coordination is a subjective service and Coordinator is a provider with a unique vision, with an ever-evolving style and technique;
- Coordinator will use their personal judgment to create favorable results for Client, which may not include strict adherence to Client's suggestions;
- Dissatisfaction with Coordinator's independent judgment or individual management style are not valid reasons for termination of this Agreement or request of any monies returned.

LIMIT OF LIABILITY

Client agrees that the maximum amount of damages she is entitled to in any claim of or relating to this Agreement or Services provided herein are not to exceed Coordinator's total cost as set forth in this Agreement.

INDEMNIFICATION

Client agrees to indemnify and hold harmless Coordinator and its employees, agents and independent contractors, third party vendors, corporate affiliates, directors, officers, employees, and agents for any injury, property damage, liability, claim or other cause of action arising out of or related to Services provided herein.

NON-DISPARAGEMENT

The Parties mutually agree not to make public defamatory statements that would materially harm the reputation or business activities of any Parties to this Agreement.

NOTICE

Parties shall provide effective notice ("Notice") to each other, including any payments or invoices, via either of the following methods of delivery at the date and time which the Notice is sent:

- Email

Contractor Email: tessa@accuratetransactions.org

Client's Email: Custom Field

● Mail

Contractor's Address: [Company Address]

Client's Address(es): Custom Field

SEVERABILITY

If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain legal and enforceable.

AMENDMENTS

The parties may amend this Agreement only by the parties' written agreement with proper Notice.

ASSIGNMENTS

Neither party may assign or subcontract any rights or obligations in this Agreement without proper Notice, unless otherwise provided herein.

TITLES

The titles and section headers in this Agreement are provided for convenience only and should not be construed as part of this Agreement.

* Signature required

* Signature required



Accurate Transactions LLC
Tessa Piercy | (949) 310-0185 | tessa@accuratetransactions.org



Thank you!

We will be in touch soon



Accurate Transactions

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