

Service Agreement

This Agreement is entered into to provide a framework for the working relationship between the undersigned Agent, _____, RE License # _____ with _____, who shall be hereafter referred to as "Client", and service provider commonly known as "Hoosier Coordinators LLC", aka Hoosier TC, which is operated by Elisa Coffey, and shall be referred to hereafter as "Vendor". Vendor agrees to provide Transaction Management services for Client in accordance with the following real estate services described as: _____

_____, hereafter referred to as "Transaction(s)".

A) Communication

The Client authorizes the Vendor to communicate with all parties involved in the transaction on behalf of the Client and to present themselves as "working with the Client on this transaction" utilizing (but not limited to) email, telephone, and/or text messages.

B) Technology

Client shall provide Vendor with administrative assistant access for compliance websites/portals as required by Brokerage (i.e. Skyslope, Dotloop, DocuSign, etc.). The local board or regional associations of Realtors commonly have policies against Agents giving their personal access to other parties to utilize their MLS Systems. The vendor assumes no liability if the Client is found in violation of those policies and is subsequently fined.

C) Termination

This Agreement may be terminated by either party at any time. If terminated by the Client, transactions are considered to be 65% complete upon completion of the Appraisal or 15 days after acceptance if no Appraisal is required, hence compensation shall be 65% of the Vendor fee due at closing. If Appraisal is not complete or termination occurs prior to day 15 after the acceptance date, 0% shall be due to Vendor. In the case a mutual release is fully executed, 0% shall be due to Vendor.

D) Service Fee and Payment Terms

CONTRACT-TO-CLOSE TRANSACTION MANAGEMENT:

- Buyer Side: \$300.00
- Seller Side: \$300.00
- Dual Side (Limited Agency): \$450.00

Payment is due immediately upon receipt of the invoice. A late fee of \$25 will be assessed for payments not received within 7 days. If payment is not received 30 days after closing, the invoice will be sent to Collections.

Client hereby authorizes the Title Company to debit commission due to Brokerage in the amount of Vendor service fee as detailed above, and credit same to Vendor.

E) File Submission:

All contracts are to be submitted by email to contracts@hoosiertc.com. Contracts received before 3:30 pm will be processed the same day. Contracts received after 3:30 pm will be processed within 24 hours. Contracts received over the weekend or Holiday will be processed on the following business day. The client must provide the following: Purchase Agreement with all Addenda and Disclosures, Pre-Approval Letter (if applicable), MLS Sheet, Buyer/Seller full names per ID and email address, Title Company's name and email address, and who will be the Earnest Money Holder.

F) Hours of Operation:

Vendor shall be open during normal business hours. The term "Business Hours" shall mean Monday through Friday, 9:00 am to 5:00 pm EDT, excluding State (Indiana) and Federal Holidays. The Vendor shall respond to any emails, texts, or phone calls received after business hours, on the next business day.

G) Duties and Scope of Work:

The client shall utilize the services of the Vendor for the role of Transaction Manager for Real Estate business. Transactions will be residential properties sales and involve Buyers and/or Sellers. Transactions shall be defined as properties that have an address. Vendor scope of work is fully defined per Exhibit A.

H) Limitation of Duties:

Vendor shall not under Indiana Law perform the following duties that require an active Real Estate Broker License:

- Discussion or explanation of a Real Estate Form or Contract with any potential Client or Customer.
- Negotiate or agree to any commission, commission split, management fee, or referral fee on behalf of the Client (licensee).

I) Non-Disclosure and Non-Solicitation:

Vendor shall not directly or indirectly disclose to any person other than a representative of the Client at any time either during the term of this Agreement or following the termination or expiration thereof, any confidential or proprietary information pertaining to the Client, 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. Upon Client's request, Vendor shall within 30 (thirty) days return all original materials provided by Client and any copies, notes, or other information. Furthermore, Vendor agrees that during the term of this Agreement and for a period of 5 (five) years following the termination or expiration of this Agreement, Vendor shall not directly or indirectly solicit or attempt to solicit any customers or suppliers of the Client other than on behalf of Client.

J) Indemnification and Hold Harmless Provision:

Client agrees hereby to indemnify and hold harmless the Vendor from any and all claims which may arise out of and in the course of the performance of the Vendor duties hereunder. Vendor, subcontractors, or any affiliated parties shall not be held liable for errors including but not limited to typographical, email, publishing, print, and copy/paste. Client assumes responsibility for all information relayed regarding clients, property, tax information, property descriptions, written and assumed, and will be ultimately responsible for all contact for accuracy.

K) Acknowledgement and Agreement:

Client acknowledges and agrees that Vendor is dependent upon the actions of various parties associated with the transaction (Agent, Clients, Title Companies, Lenders, etc) to adequately perform the services offered. As Vendor does not control the timelines of response from any of the parties, nor the accuracy of information provided, Vendor will not be held liable or responsible for delays or success of closing of Transactions. Vendor shall only guarantee best efforts to assist in getting transactions closed, recorded, and through Compliance.

Signature of Client/Agent

Date

Accepted by Hoosier Coordinators, LLC

Date

EXHIBIT A

Duties to be performed by Client:

- Provide login and password information for technology spelled out in the Service Agreement.
- Provide all necessary contact information for Agent's clients including, but not limited to: names, phone numbers, email addresses, inspector's information, Title Company's name, and Lender's information.
- Introduce Hoosier TC/Elisa Coffey as part of your "Team" to your clients/vendors.
- Write all verbiage for Amendments and contract changes.
- Own the urgency of deadlines after Business Hours.

Duties to be performed by Hoosier Coordinators, LLC:

CONTRACT-TO-CLOSE TRANSACTION MANAGEMENT (included but not limited to):

- Email you weekly progress updates.
- Introduce ourselves to all parties as contract coordinators and maintain constant communication with all parties throughout the transaction.
- Ensure the Purchase Agreement is complete with dates/initials/signatures.
- Send out a list of important dates to your clients.
- Submit all required documentation for Broker Compliance.
- Send documents for signatures and follow up if needed.
- Notify you of contract deadlines and share the calendar with important dates and reminders (upon request).
- Coordinate inspection details as needed, and keep track of repairs and invoices.
- Verify Earnest Money on both sides.
- Request utility information on both sides.
- Schedule closing.
- Coordinate with the lender throughout the process, following up on Appraisal and Clear to Close.
- Order Home Warranty and send the invoice to all parties.
- Remind buyer/seller of closing time and utilities.
- Send a request for review to Buyer/Seller.
- Provide confidential and fiduciary care with all of the Client's buyer/seller information.