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Short Sale Facilitation Agreement

Perspective Real Estate Group is committed to serving you and your clients Short Sale needs. We are a group of Real Estate Professionals with over 20 years of experience and the successful closings of hundreds of transactions; your success is our goal. We provide two options outlined below to help assist you:

OPTION A *Straight Referral*

If listing a short sale is not for you, we offer a straight referral option. Because of the cost of doing business and the amount of time these transactions require we offer the following sliding scale, upon successful close of escrow:

Final sale price of less than:	\$0 - \$75,000	0%
	\$76,000 - \$99,000	15%
	\$100,000 - \$300,000	20%
	\$301,000 - up	25%

*To initiate this option, Email to Linda@480NewDigs.com the sellers contact information and a referral form.

OPTION B *You list, We Facilitate*

SECTION 1- *Agent Responsibilities*

1.1 - Facilitation Process

1. Email to Linda@480NewDigs.com minimum info about your client:
 - a. Name
 - b. Phone number
 - c. Email address
 - d. Property for potential short sale
2. Phone consultation with your client and Perspective Real Estate Group.
3. Perspective Real Estate Group will email Pre-List documents to your client and copy you on the email.
4. Perspective Real Estate Group will follow up with the client within 3 business days.
5. Perspective Real Estate Group will advise on the viability of the file. If the file is to move forward you will be notified with access to the files notes.



6. When all of the required documentation and retainer fee are received from the client/Listing Agent, the seller will be given access to the notes system and you will:
 - a. Sign your clients Disclosure form
 - b. List the property (including our required instruction document and co-broke)
 - c. Upload our Instruction for Submitting Offers form
 - d. Forward to Perspective Real Estate Group a copy of the listing agreement and required addendums.
7. Once listed, Listing Agent will make weekly price reductions of no less than 5% until an acceptable offer is received or as agreed by Listing Agent and Perspective Real Estate Group.
8. Once an offer is received, you will fax or email to Perspective Real Estate Group a copy of the signed contract documents.
9. Perspective Real Estate Group will provide weekly emails to you and the cross agent as to the progress made on each file. You and your client will also have continued access to the file notes (This log in information is NOT to be given to the cross agent, this access is to allow communication between Perspective Real Estate Group, the Listing Agent and the clients.)

Any subsequent offers received may be faxed or emailed to Perspective Real Estate Group. You must include the seller name and address on the cover sheet or subject line of the email in order to place the offer with the proper file. When a Short Sale has been approved and accepted by all required parties to the transaction, you will be notified via email.

1.2 - Co-Broke Offering

You agree to list the home in MLS with a co-broke compensation of no more than 2.5% unless otherwise agreed in writing between yourself and Perspective Real Estate Group.

SECTION 2 – Services

2.1 – Service Expectations:

All communications with the lender(s) will only be by Perspective Real Estate Group after the file has been set up and submitted. Both the Listing Agent and the Seller agree to not have any communications with the lender(s) while Perspective Real Estate Group is in communications with the lender(s) unless advised otherwise in writing. The Listing Agent agrees to fully cooperate with all terms in the Short Sale Disclosure and support Perspective Real Estate Group whenever needed so as not to delay the transaction.

2.2 - Cost of Included Services:

Perspective Real Estate Group has a onetime non-refundable File Set-Up fee of \$495.00 or \$995.00. In our short Sale Disclosure we discuss this fee in detail. You will be responsible for collecting this fee before we will review the required short sale documents for completion. The retainer is to be made payable to the brokerage for which the property is listed and sent immediately to Solutions Real Estate as an up-front referral fee.

2.3 - Compensation

You agree to the following fees related to the facilitation of short sales by Perspective Real Estate Group. The broker referral agreement split will be 50% of the total commission paid, or One Thousand Five hundred dollars (\$1500), whichever is greater of the two.



SECTION 3 – Release of Liability

By signing below, you do hereby release, acquit, and forever discharge Solutions Real Estate, Perspective Real Estate Group, respective successors, assigns, officers, directors, partners, and employees, on their own behalf and on behalf of all parties claiming by or through them (the Released Parties), of and from any and all rights, claims, obligations, actions, cause of action, suits, debts, liens, damages, agreements, contracts, liabilities, demands, cost, and expenses (including attorneys fees), judgments and suits at law or in equity of whatever nature, character or description, whether known or unknown, anticipated or unanticipated, claimed or concealed, fixed, contingent or non-contingent, foreseen or unforeseeable, accrued, inchoate or otherwise, that may now exist or hereafter arise, pursuant to state statute, contract, tort, or liability, that the undersigned, by now, or hereafter have against the Released Parties, including, but not limited to any claims, damages or liability relating to the services provided as described in this agreement.

SECTION 4 - Use of Included Services

You agree to submit for facilitation only files that are listed by you with written consent from your seller to Perspective Real Estate Group and its employees and/or assigned to speak with their lender(s) about their account(s).

SECTION 5 - Attorney's Fees

In the event you fail to perform any duty or obligation set forth in this Agreement, you will be held liable for all costs, including reasonable attorney's fees, which Perspective Real Estate Group, its successors or assigns, incurs in enforcing this Agreement.

SECTION 6 - Severability

If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, the unenforceable provision shall be severed from the remainder of this Agreement and all remaining provisions shall continue in effect.

SECTION 7 - Expiration of Claims

With the exception of claims brought by Perspective Real Estate Group to collect unpaid fees under this Agreement or claims brought pursuant to the indemnification provision of this Agreement, all of which shall be governed by the applicable statutes of limitation, you agree that no action, regardless of form, arising out of this Agreement, shall be brought by either party more than one (1) year after the cause of action has accrued.

SECTION 8 - Choice of Law

The interpretation of this Agreement and the parties' performance hereunder shall be governed exclusively by the laws of the State of Arizona. In any action arising hereunder, you agree to the exclusive jurisdiction of Maricopa County or the nearest United States District Court in relation to Perspective Real Estate Group place of business, as the case may be.

SECTION 9 - No Waiver

The failure of a party to exercise any right hereunder shall not operate to waive such party's right to exercise that right, or any other right, in the future.

