

Purchase Terms for TC Agreement

THIS AGREEMENT (the “Agreement”), is entered into upon new service order request by and between:

HOMESTRETCH TC LLC, (hereby known as “HTC and/or Homestretch TC, LLC”), and Agent/ Realtor (hereby known as the “AGENT/REALTOR”), or Real Estate Buyer (hereby known as the “BUYER”), and/or Real Estate Seller (hereby known as the “SELLER”) ;

WHEREAS, the AGENT/REALTOR, BUYER and/or SELLER desires to hire the services of HomeStretch TC LLC to render services to Transaction Coordination;

NOW, THEREFORE, for and in consideration of the mutual covenants made by the parties hereto, the Parties to this agreement agree as follows:

The Services

HTC agrees that it shall exercise reasonable effort and due diligence to render services to the AGENT/REALTOR, BUYER and/or SELLER on matters pertaining to Transaction Coordination (the “Services”).

HTC will act ONLY as the Transaction Coordinator on all hired transactions. HTC is NOT the acting real estate licensee with regards to the property transactions and THEREFORE is not responsible as such.

The AGENT/REALTOR, BUYER and/or SELLER will complete all other aspects of the transactions and work with all parties to ensure cooperation with the HTC Transaction Coordinator assigned to these transactions.

Compensation and Payment

Unless otherwise agreed upon by written agreement, the AGENT/REALTOR, BUYER and/or SELLER shall provide payment to HTC for Services as outlined:

Cash Transaction \$500

Lender Transaction \$500

REO / HUD / SS Transaction: \$650

Flat Fee Service Listing: \$500

Payment is due in full upon both service request and payment fulfilled via HOMESTRETCH TC LLC website.

Compensation and Payment regarding Release and Cancellations

Should the transaction release and cancel after the inspection contingency date, the AGENT/ REALTOR, BUYER, and /or SELLER will incur a \$150 charge for services rendered.

Should the transaction release and cancel within 72 hours (3 days) of the contractual closing date, full services will have been considered rendered, and the AGENT/REALTOR, BUYER and/or SELLER will be charged the full Transaction service fee.

Term

This Agreement shall automatically commence upon service request and payment fulfilled via HOMESTRETCH TC LLC website unless otherwise terminated by HTC or the AGENT/REALTOR, BUYER and/or SELLER or by mutual agreement of the parties herein.

ALL Payments for HTC transaction services will be due in full at time of order.

Termination

In the event that the AGENT/REALTOR, BUYER, and/or SELLER desires to terminate the Services of HTC hereunder, the AGENT/REALTOR, BUYER, AND/OR SELLER shall submit a letter to Info@HomestretchTC.com not less than 5 (five) business days prior to the desired date of termination. ALL Termination of Services for pending transaction(s) by the AGENT/REALTOR, BUYER and/or SELLER will be charged a \$150 cancellation fee on each transaction.

In the event that a law or regulation is passed, the operation or implementation of which would result in the non-execution of the obligation of any of the parties to this Contract, shall automatically result to expiration and be deemed terminated upon the date of its occurrence.

Confidentiality

HTC agrees to refrain from disclosing to any third party any details regarding the AGENT/REALTOR'S business, including any information regarding any of the AGENT/REALTOR's customers and businesses.

HTC shall not disclose, transmit, or convey, wholly or partially, the confidential information to any third party without the written consent of the other party.

The foregoing notwithstanding, in the event that the recipient of the confidential information is legally compelled or required by any governmental body, court, or competent authority to disclose any such confidential information, if shall promptly notify the other party so that the latter may be able to seek a protective order or avail itself of other appropriate remedies and/or waive compliance with the provisions hereof. The provisions of this section shall survive the termination of this Contract for whatever reason.

Indemnification

The AGENT/REALTOR, BUYER and/or SELLER is ultimately responsible for acquiring the appropriate signatures of all parties involved in the transactions and returning documentation to HTC

The AGENT/REALTOR, BUYER, and/or SELLER agrees that they will abide by any and all state and federal laws as applicable to these types of transactions and that they are duly licensed by the appropriate entities.

The AGENT/REALTOR hereby agrees to release HOMESTRETCH TC, LLC and their agents and principals from any and all liabilities that may arise by virtue of these real estate transactions including but not limited to breach of contract, lender financing, property title insurance, property home insurance, property inspections and purchase agreement terms and conditions. AGENT/REALTOR, BUYER and/or SELLER further agrees to indemnify, defend and hold HOMESTRETCH TC, LLC and their agents and principals, harmless from all claims, disputes, litigation, judgments, and attorney fees that may arise in connection with these transactions and also from any incorrect information supplied by third parties to HOMESTRETCH TC, LLC, or from any material facts that third parties know but fail to disclose to HOMESTRETCH TC, LLC.

Agreement Modification

No modification or alteration on this Contract shall be considered as having been made unless done with consent by the Parties and fully executed in writing and duly signed and notarized by the Parties, hereto.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, to the exclusion of the other federal and state courts

KEY TERMS:

*Pending Transaction: any transaction that has been initiated by a service request and payment fulfilled online via the HOMESTRETCH TC LLC website.