



Closing with Cara
TRANSACTION COORDINATOR

SUPPORT SERVICES AGREEMENT

This Support Services Agreement ("Agreement") is made this ___ day of _____ 20___, between Provider "Closing with Cara" Transaction Coordinator and Client _____. In this Agreement, the party who is contracting to receive the services shall be referred to as the "Client" and the party who will be providing the services shall be referred to "Provider".

1. **DESCRIPTION OF SERVICES.** Beginning on _____

Provider will provide the following services (collectively, the "Services"):

Transaction Management - Tasks to be performed are detailed in the attached document.

2. **PAYMENT FOR SERVICES.** All Closing with Cara Transaction Coordinator services are provided by a Transaction Management Fee at a flat fee, to be paid upon the successful closing of any property contracted for service within 3 business days of closing. Transaction

Management Fee shall be \$495 per closed buyer/listing side transaction, \$695 per closed dual agent transaction, \$100 MLS input and \$250 Compliance Only services.

Late fees will be assessed after 3 business days and will be assessed at 5% of transaction fee.

3. **TERM/TERMINATION.** This Agreement may be terminated by either party upon 5 days written notice to the other party.

4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the Provider Closing with Cara is an independent contractor with respect to Client and not an employee of Client.

Provider's daily schedule and hours worked under this Agreement on a given day shall generally, be subject to Provider's discretion. Provider agrees to be available to provide services during normal business hours, specified as Monday – Friday, from 9 am – 5 pm EST, excluding national holidays, and reserves the right to identify any day or hour of unavailability in writing to the Client in advance.

5. **CONFIDENTIALITY.** The provider will not at any time or in any manner, either directly or

indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner any information that is proprietary to Client. The provider will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Provider will return to Client all records, notes, documentation and other items that were used, created, or controlled by Client during the term of this Agreement.

6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

7. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9. **NONDISCLOSURE AND NON-SOLICITATION.** The Provider 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, contacts, financial data, sales data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets. Furthermore, the Provider agrees that during the term of this Agreement and for a period of one year following the termination or expiration of this Agreement, the Provider shall not directly or indirectly solicit or attempt to solicit any customers or suppliers of the Client other than on behalf of Client.

10. **INDEMNIFICATION AND HOLD HARMLESS PROVISION.** The Client agrees hereby to indemnify and hold harmless the Provider from any and all claims which may arise out of and in the course of the performance of the Provider duties hereunder. Allison Marty Transaction Coordinator, its 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 to review all

content for accuracy. Let it be known that the Provider is not licensed, and will not perform any duties requiring licensure in any state, including but not limited to negotiations, legal communication, and any other function under law, and reserves the right to refuse performance of any duties deemed questionable, illegal, or otherwise unethical.

In witness of agreement whereof, the Client and Provider have signed this agreement.

X _____ - "Client"

X _____ Closing with Cara Transaction Coordinator -

Independent Contractor, "Provider"

Date: _____

