10601 Tierrasanta Blvd. Ste. G-3900
San Diego, CA 92124
Phone (619)607-2832 Fax (858)761-0305

Agent Agreement / Contract

This Agreement is between_____(Agent) of _____(Brokerage) [herein after referred to as AGENT] and Jef Wassom of MORE Services, Inc. [herein after referred to as TC and/or MORE Services], an independent service provider.

I. The terms of this Agreement begin on the date MORE Services acknowledges receipt of one (1) Purchase/Listing Agreement from Agent. The terms of this Agreement shall remain in effect for all future Purchase/Listing Agreements received from Agent and acknowledged by MORE Services, until this Agreement is terminated in writing.

II. In consideration for services provided by MORE Services, Agent agrees to pay MORE Services for services rendered (See item III A), payable at the close of escrow, even if this Agreement is terminated during an open escrow. *This Agreement serves as authorization for escrow to pay MORE Services upon close of escrow. MORE Services will invoice escrow directly*. In the event escrow does not pay MORE Services upon close of escrow, Agent is responsible for payment to MORE Services within five (5) business days.

III. If agent's client is paying for this service, Agent herein agrees to be ultimately responsible for payment of services rendered if payment is not collected from agent's client through escrow.

A. TRANSACTION COORDINATOR / PROCESSING FEES (standard rates):

- Agent agrees to the following schedule of Fees: (includes link to closed file or thumb drive to your client).
- Resale Transaction [buyer or seller-side only] $450.00 for link to file or zip form upload
  $500 for link to file +1 paper file
- Dual Agency Transaction* $650.00 for link to file or zip form upload or
  $675 for link +1 paper file]

** [Same Agent represents both sides—different agent but same brokerage does not apply]*

ADDITIONAL FEES:

- Digital Copy of File [on thumbdrive] $ 15.00
- Hard Copy $ 35.00

B. If Agent terminates **this Agreement** (not to be confused with terminating a transaction) after TC has commenced work on a file, TC agrees to deliver to Agent the documents which TC has in TC's possession ONLY upon receipt of payment from Agent for services rendered. (1) Agent agrees to reimburse TC $200.00 per listing which has not entered escrow at termination of agreement and (2) Agent agrees to reimburse TC the full transaction fee for any transactions in escrow when this Agreement is cancelled.

C. **Obligations:** Agent agrees to provide a full and complete checklist of Agent's Broker-required documents as well as copies of required Broker-specific documents and disclosures. Agent is responsible for notifying MORE Services of any other office policies established by Brokerage, directly related to services provided (see below). MORE Services agrees to maintain a fully executed file with all necessary documents and disclosures as required by the California Department of Real Estate; and any additional documents and disclosures as required by Brokerage, until escrow is closed, cancelled, or this Agreement is terminated. If Agent does not provide TC with Agent's Broker-required forms within 24 hours of opening a file with TC, TC will use MORE Services transaction checklists. ***Note:*** *MORE Services will not be responsible for obtaining or verifying all signatures on the Verification of Property Condition (CAR form VP), commonly referred to as "Walk Though" or "Final Walk Through", as this form is commonly done after the file has been rendered to the Agent / Broker for pre-closing review.*

Agent Agreement / Contract (continued)

D. Specific Services Provided:

1. Forward contract to escrow and obtain escrow number upon request (Commonly referred to as "opening escrow")
2. Communicate with Agent, escrow, lender, and other agent or TC.
3. Track deadlines per contract agreement
4. Receive transaction related documents via email, fax, courier, and mail
5. Deliver required forms to client(s), and other agent or TC for signatures
6. Order Natural Hazard Report
7. Order Home Warranty
8. Provide a copy of fully executed file to client upon request**

This represents entire content and list of services as TC, as such; TC will not take on any additional services unless expressed in writing.

E. **Agent Assistance:** MORE Services will work diligently for Agent to obtain necessary documents in order to complete their file. If MORE Services has difficulty obtaining any documents [after at least 3 attempts], MORE Services will inform Agent; Agent herein agrees to assist in obtaining any documents that MORE Services has troubles getting from any party.

F. **Independent Contractor Relationship:** Agent and TC intend that, to the maximum extent permissible by law (1) This Agreement does not constitute an employment agreement by either party; (2) Agent and TC are independent contracting parties with respect to all services rendered under this Agreement; and (3) This Agreement shall not be construed as a partnership.

G. **Files and Proprietary Information:** (1) Agent acknowledges that MORE Services' method of conducting business may be a protected trade secret. (2) Agent shall not use to his/her own advantage, or the advantage of any other person, business, or entity, except as specifically agreed in writing, either during Agent's association with TC Services, or thereafter, any information gained for or from the business, or files of MORE Services.

H. *Jef Wassom* Transaction Coordinator's for MORE Services, are licensed with the California Department of Real Estate, HOWEVER neither MORE Services nor its employees or affiliates will act as an Agent to buyer or seller in any purchase or sale transaction. MORE Services strongly urges and advises Agent to consult with and refer to Agent's broker, manager, risk management specialist, and/or attorney for any and all direction and/or policy decisions.

I. **Indemnity and Hold Harmless:** Agent agrees to indemnify, defend, and hold TC and MORE Services harmless from all claims, disputes, litigation, judgments, awards, costs and attorney's fees, arising from any action taken or omitted by Broker, TC, or others working through, or on behalf of Agent in connection with services rendered or to be rendered pursuant to this Agreement. Any such claims or costs payable pursuant to this Agreement are due as follows: Paid in full by Agent, who hereby agrees to indemnify and hold harmless TC for all such sums.

J. **Definitions:** As used in this agreement, the following terms have the meanings indicated:

(1) "Agent" means any California-Licensed Real Estate Agent or Broker who engage MORE Services with this agreement.
(2) "Listing" means an agreement with a property owner or other party to locate a buyer, exchange party, lessee, or other party to a transaction involving real property, a mobile home, or other property or transaction which may be brokered by a real estate licensee, or an agreement with a party to locate or negotiate for any such property or transaction.
(3) "Opening a file" means when Agent delivers via facsimile, email, digital copy, or hard-copy any documents pertaining to a new file / property.
(4) "TC" means Jef Wassom, MORE Services, and any and all of its affiliates, members, and/or employees.
(5) "Transaction" means a sale, exchange, lease, or rental or real property, a business opportunity, or a manufactured home, which may be lawfully brokered by a real estate licensee.

K. **Entire Agreement:** This Agreement contains the entire understanding between the Agent/Broker and TC with regard to the matters herein set forth. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the parties relating to the subject matter of this agreement which are not fully expressed herein.

Agent:_____ by: _____ Date:_____
(BROKER NAME) **(Agent Signature)**

_____
Agent Printed Name

MORE Services, Inc._____
(Authorized Signature) (Date)

_____
TC Printed Name