

# Max Business Group Real Estate Services

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## **REAL ESTATE SERVICES AGREEMENT: BUY NON-OWNER OCCUPIED PROPERTY**

1. IDENTIFICATION OF PARTIES. This agreement is made between the MAX BUSINESS GROUP REAL ESTATE SERVICES hereafter referred to as "MBG," or "Agent" and \_\_\_\_\_, hereafter referred to as "Client(s)."

2. REAL ESTATE SERVICES TO BE PROVIDED. Real estate services, provided by MBG to their "buyer" Client/s, can be reviewed in and contracted for using Addendum A. We will answer any questions you may have before making your final decisions.

3. RESPONSIBILITIES OF MBG AND CLIENTS. MBG will perform the real estate services called for under this agreement, keep Clients informed of progress and developments, and respond promptly to Clients' inquiries and communications. Clients will be truthful and cooperative with MBG; keep MBG reasonably informed of developments and of Clients' mailing address, email addresses, and telephone numbers along with their whereabouts; and timely make any payments required by this agreement.

4. QUALIFICATIONS. Agent is qualified to perform the negotiated services required by this Agreement in the Commonwealth of PA, and is now, and shall at all times while this Agreement is in effect, be permitted by license and law to perform services of that nature. All personnel who may be employed by Agent to assist in the direct performance of such services also shall be so permitted by license and law.

5. FACILITIES AND PERSONNEL. Agent has and shall continue to have, while this Agreement is in effect, adequate and proper facilities and qualified personnel to perform the services required. Agent shall not permit any employee or other representative of agent to negotiate or participate in the negotiation of any option in this service agreement without the prior written approval of authority.

6. WORKING AT THE HIGHEST LEVEL OF ETHICAL PRACTICE. MBG has replaced the unfair and unethical practice of forcing sellers to pay indefensible commissions to both seller and buyer agents to help sell their residence, with a client-driven a la carte menu of services. This menu allows clients to pick-and-choose only those services they want help with during the buying process and pay a fair hourly rate for the time it takes to complete each of those activities. Investor Buyers save thousands throughout the transaction with this new service model.

7. SINGLE CLIENT REPRESENTATION. MBG Partner's practice Single Client Representation, and are NOT permitted, at any time, and under any condition, to represent both the buyer and seller within the same transaction. MBG Broker only represents buyers and sellers in the same transaction when a separate MBG Partner, has entered into a Traditional Full-Service Representation agreement with EITHER the buyer or seller. In the event a fully represented buyer shows interest in, or, chooses to buy a property in which their Partner agent fully-represents the seller, the MBG Broker will immediately inform both MBG Partner clients of the potential conflict, and designate a new MGB Partner to carry on the full-service representation, for the client with the latest date on this service agreement, and, reverts back to original Partner's service agreement once the potential conflict no longer exists. All Partners will continue to represent their clients as per their MBG Service Agreement outside of this temporary solution.

8. **MBG FEES.** MBG will charge for the time it takes to complete all activities undertaken in providing real estate services to Clients under this agreement, including, but not limited to, the following: all professional and administrative tasks, strategy development and execution, contract writing, negotiations, due diligence efforts, MLS research, market analysis, and service fees, travel expenses, print costs, marketing and advertising costs, intranet and internet posts, telephone calls, e-mails, faxes, internet searches, scheduling of appointments, credit card transaction fees, preparation of bills and invoices, and client directed requests that have not been selected, are not listed, nor included in the client's current contract protocol.

Clients will pay MBG fees for *actual* time for completed activities contracted for in Addendum A. Fees will be billed at the rate of \$150.00 per hour and charged in six-minute increments at a rate of \$15.00 per increment. A \$500 retainer fee will be required to secure any level of our real estate service options. Consulting Services will be billed at \$200 per hour with additional time billed in 15-minute increments at \$50 per increment. A \$200 retainer will be collected for Consulting Services. Additional activities may be added at any time by written agreement between all parties. Retainers will be reported as a credit on the first monthly invoice with fees for actual activities completed, subtracted from that credit, until no credit remains.

***Clients acknowledge that MBG has made no promises about the total amount of real estate fees to be incurred by Clients under this agreement.*** The fees presented in the menu of services have been calculated using actual times it has taken us to complete the activities in the past and our estimated fees for service are projected "on average." For clients that listen to our guidance, engage when we ask, and are timely in their decision and actions, our services, at times, have come in UNDER BUDGET. For less responsive clients, we become less efficient- spending additional time to get the tasks you asked us to complete for you, therefore, our services could go OVER BUDGET. Services that go over 10% of our estimates will be flagged and we will communicate that information to you- and work with you to get your process back on budget and on track.

9. **STATEMENTS AND PAYMENTS.** MBG will send you a monthly statement on the first of every month indicating the date of each activity, a detail of that activity, the actual time it took to complete that activity, and the fees for completing that activity, along with any costs incurred and their basis, any amounts applied from retainers or deposits, and any current balance owed. If no real estate fees or costs are incurred in any month, an invoice will still be sent showing no activity took place. Receipt of payment is due within 5 days of date provided on the invoice. Additional invoices *may* be created at any time when services exceed four hours of billable hours. A final invoice will be sent to you five days before closing, with the unpaid balance being paid from commissions received by the listing agency. 100% of the remaining commissions received will be returned to you as a TAX-FREE CASH REBATE after closing. Payments can easily be made by credit card directly from the electronic invoice. Upon your failure to pay any statements within 10 days of invoice date, a Twenty-Five Dollar (\$25) late payment processing fee will be added to your next invoice. A final invoice will be provided to you on the day after closing.

10. **TERMINATION OF CONTRACT.** Under our agreement, you have the right to terminate our services for any reason upon written notice at any time. We retain the right to terminate our services: 1) upon your failure to cooperate in any reasonable request; 2) upon your failure to pay fees and expenses reported in your monthly statement; or 3) upon our determination that our continued representation violates state licensing law or any of our operational values. The termination of our services, whether by us or by you, will not relieve you of the obligation to pay us the amounts due for our services and expenses through the date of termination and well as reasonable counsel fees and costs associated with collection.

11. DISCLOSURE OF CONFLICT OF INTEREST. If agent at any time discovers or is informed by authority of the existence of any possible conflict of interest, on the part of agent or any of agent's employees involved in the services required of agent, agent shall immediately cease all activity in connection with those services and promptly notify authority in writing of all relevant facts and circumstances pertaining to the conflict so that authority may take such action as it deems appropriate, including but not limited to the exclusion of any parcel or parcels involved from this Agreement. Agent shall not resume the performance of any of agent's services under this Agreement with respect to any such parcel or parcels except as may be specifically authorized in a subsequent written notice by authority to agent.

12. INDEMNIFICATION. The Client shall indemnify, defend and hold harmless each of the other parties and each of their respective shareholders, members, employees, agents, attorneys and representatives from and against any and all losses, which may be incurred or suffered as a result of any breach or misrepresentation of the Client or any act or omission of the Client which would give rise to any litigation in this matter.

13. EFFECTIVE DATE OF AGREEMENT. The effective date of this agreement will be the date when it is executed by the second of the parties to do so.

14. ENTIRE CONTRACT. This contains all the terms of such employment and shall not be varied, changed or amended except by a written agreement signed by both the Client(s) and the broker.

The foregoing is agreed to by:

\_\_\_\_\_  
Client Date

\_\_\_\_\_  
Client Date

\_\_\_\_\_  
Employee of the Max Business Group Real Estate Services Date

\_\_\_\_\_  
Max Wilson, Broker for Max Business Group Real Estate Services Date

# Addendum A: Service Contract for Investor Buyer Services

Checked boxes show which real estate activities are included in each service. At the bottom of each column, you will find the estimated fees for us to complete those services for you. For Customized Bundle of Services, please click on the box for those services you want to complete for you. Our fees to complete that service are shown in the far right column and the total fees for your selections are shown at the bottom of the checkbox column. Finalize your service selection by checking the appropriate box under "Select Services" section at the bottom right of this page. Print this form and bring it to our next meeting. **Call Max at 412-552-9811 with any questions.**

<b>Buy Rental Property MBG's `A la Carte menu of Commission FREE Real Estate activities</b>	<b>Traditional Full Service Investor Buyer Representation (we fully represent you in the transaction)</b>	<b>Buy-it-Myself Investor Support Services (we DO NOT represent you in the transaction)</b>	<b>Customized Bundle of Investor Buyer Services (we DO NOT represent you in the transaction)</b>	<b>Estimated Fees For Selected Activities</b>
<b>Set Buyer Strategies and Complete Paperwork</b>				
Explain the selling and buying process	<input checked="" type="checkbox"/>			
Understand and select Buyer Fee-for-Service options	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Review and Sign <b>Consumer Notice, Agency and Service Agreement</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Understand buyer needs, timelines, preferred communication methods	<input checked="" type="checkbox"/>			
Tips for selecting the best mortgage & insurance company	<input checked="" type="checkbox"/>			
Develop buying search criteria and strategies	<input checked="" type="checkbox"/>			
Discuss, Provide Options, and set Savings Strategy Protocol	<input checked="" type="checkbox"/>			
<b>Identify Properties</b>				
Search databases for most interesting homes and send benchmark list	<input checked="" type="checkbox"/>			
Setup for new listings that meet buyer criteria to be sent automatically, ASAP	<input checked="" type="checkbox"/>			
Review identify properties for viewing and provide insights into property	<input checked="" type="checkbox"/>			
Contact listing agent or FSBO owner to set up viewing times	<input checked="" type="checkbox"/>			
Tour final properties for purchase (needed to structure contract)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>Negotiate the Deal</b>				
Compile all financial data required by lenders, active leases, rent rolls, P&L's etc.	<input checked="" type="checkbox"/>			
Conduct a market and financial analysis to identify market value of property	<input checked="" type="checkbox"/>			
Get pre-approval letter & loan estimate sheet from lender	<input checked="" type="checkbox"/>			
Complete/sign <b>Agreement of Sale, Seller's Disclosure, LBP, OGM, TOP Disclosures</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Develop "savings" and allocation of funds strategies	<input checked="" type="checkbox"/>			
Submit all contract documents to listing agent	<input checked="" type="checkbox"/>			
Review and respond to Seller's reply to offer	<input checked="" type="checkbox"/>			
Accept, reject, or counter seller's counter offer	<input checked="" type="checkbox"/>			
Re-negotiate until acceptable to Buyer	<input checked="" type="checkbox"/>			
<b>Manage Buyer's Due Diligence</b>				
Guide in hiring inspectors & scheduling appraisals	<input checked="" type="checkbox"/>			
Review and reply to inspection reports	<input checked="" type="checkbox"/>			
Re-negotiate contract based on findings	<input checked="" type="checkbox"/>			
Track appraisal and lending process	<input checked="" type="checkbox"/>			
<b>Manage Closing Process</b>				
Coordinate closing process with closing company	<input checked="" type="checkbox"/>			
Assure closing company has all required docs	<input checked="" type="checkbox"/>			
Send commission instructions to closing company	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Review Closing Disclosure for accuracy. Communicate errors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Attend closing to answer Buyer's questions	<input checked="" type="checkbox"/>			
<b>Additional Services</b>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
<b>INVESTOR BUYER/S SELECTED SERVICE OPTIONS</b>		<b>Estimated Fees for Completed Services</b>		<b>Select Service</b>
Traditional Full Service Investor Buyer Representation		\$5,000		
Buy-it-Myself Investor Support Services		\$2,000		
Customized Bundle of Investor Buyer Services				
				Consulting Services at \$200 per hour
REAI Report: Property Financial Performance Analysis: Call for Quote				
Collected \$500 Retainer Fee to Max Business Group Real Estate Services or may be paid by credit card by calling Max at 412-552-9811				

Buyer/s

Date

# Estimated Savings Based on `a la carte selected activities on Addendum A: Service Contract for Investor Buyer Services

## Use this calculator for properties \$500,000 and UNDER

Enter Purchase Price of Property Below in White Box with Red Border				Enter Est. Fee for Service (from previous page) in White Box with Red Border	
Traditional Full Service Investor Buyer Representation for Properties \$500,000 and UNDER		Buy-it-Myself Investor Support Service		My Customized Bundle of Investor Buyer Services	
Enter Purchase Price of the Rental Property Here		Enter Purchase Price of the Rental Property Here		Enter Purchase Price of the Rental Property Here	
Estimate of What the Seller's Agency Will Pay Us for Representing You*		Estimate of What the Seller's Agency Would Have Paid Us for Representing You*		Estimate of What the Seller's Agency Would Have Paid Us for Representing You*	
MBG Estimated Fee for Service**		MBG Estimated Fee for Service**		MBG Estimated Fee for Service**	
Estimated Savings Returned to You Based on Your Buying Strategy		Estimated Savings <u>YOU</u> Will Need to Negotiate For***		Estimated Savings <u>YOU</u> May or May Not Need to Negotiate For***	

## Use this calculator for properties OVER \$500,000

Enter Purchase Price of Property Below in White Box with Red Border				Enter Est. Fee for Service (from previous page) in White Box with Red Border	
Traditional Full Service Investor Buyer Representation for Properties OVER \$500,000		Buy-it-Myself Investor Support Service		My Customized Bundle of Investor Buyer Services	
Enter Purchase Price of the Rental Property Here		Enter Purchase Price of the Rental Property Here		Enter Purchase Price of the Rental Property Here	
Estimate of What the Seller's Agency Will Pay Us for Representing You*		Estimate of What the Seller's Agency Would Have Paid Us for Representing You*		Estimate of What the Seller's Agency Would Have Paid Us for Representing You*	
MBG Estimated Fee for Service**		MBG Estimated Fee for Service**		MBG Estimated Fee for Service**	
Estimated Savings Returned to You Based on Your Buying Strategy		Estimated Savings <u>YOU</u> Will Need to Negotiate For***		Estimated Savings <u>YOU</u> May or May Not Need to Negotiate For***	