

Max Business Group Real Estate Services

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REAL ESTATE SERVICES AGREEMENT: SELL PRIMARY RESIDENCE

1. **IDENTIFICATION OF PARTIES.** This agreement is made between the MAX BUSINESS GROUP REAL ESTATE SERVICES hereafter referred to as "MBG," or "Agent" and the legal owner(s) of real estate

hereafter referred to as "Client(s)."

2. **REAL ESTATE SERVICES TO BE PROVIDED.** Real estate services, provided by MBG to their "seller" 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 listing agents to help sell their residence, with a client-driven à la carte menu of services. This menu allows clients to pick-and-choose only those services they want help with during the selling process and pay a fair hourly rate for the time it takes to complete each of those activities.

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 intranet 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 clients 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 showing on the Settlement Statement (HUD-1) being paid from your funds at settlement. 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 Seller 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.**

Sell My Residence MBG's `A la Carte menu of Commission FREE Real Estate activities	Traditional Full Service Seller Representation (we fully represent you in the transaction)	Sell-it-Myself Support Services (we DO NOT represent you in the transaction)	Customized Bundle of Seller Services (we DO NOT represent you in the transaction)	Estimated Fees For Selected Activities
Set Seller Strategies and Complete Paperwork				
Understanding seller needs, timelines, preferred communication methods	<input checked="" type="checkbox"/>			
Understand and select Seller Fee-for-Service options. We Represent Only You!	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Review and Sign Consumer Notice, Agency and Service Agreement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Explain buying and selling process & review process map	<input checked="" type="checkbox"/>			
Conduct a market analysis to identify market sales price of home	<input checked="" type="checkbox"/>			
Develop Seller and Buyer sales strategies (w/wo home inspection)	<input checked="" type="checkbox"/>			
Provide Seller's Estimated Closing Costs and Net Proceeds	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Have a home inspection conducted and set strategy to maximize Net Proceeds	<input checked="" type="checkbox"/>			
Complete/sign Listing Contract, Input Data, Seller's Disclosure, LBP, OGM Disclosures	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Discuss, Provide Options, and set Savings Strategy Protocol	<input checked="" type="checkbox"/>			
Engage Marketing Strategies				
Take pictures and collect room use and room size data for multi-list input	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Install sign and lock box if requested	<input checked="" type="checkbox"/>			
Enter pictures, data, & writeup into multi-list and upload disclosures	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Submit to other national listing databases as available	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Develop & deliver in house marketing materials	<input checked="" type="checkbox"/>			
Showing access: Management of appointment calls	<input checked="" type="checkbox"/>			
Review Purchase Agreements and Negotiate the Sale				
Review agreement of sale from buyer with seller. Make recommendations	<input checked="" type="checkbox"/>			
Respond to Contract as Written: Accept, reject, or counter Buyer's offer	<input checked="" type="checkbox"/>			
Re-negotiate Until Acceptable to Buyer and Seller	<input checked="" type="checkbox"/>			
Manage timelines in clauses	<input checked="" type="checkbox"/>			
Update multi-list status	<input checked="" type="checkbox"/>			
Manage Buyer's Due Diligence				
Verify times and dates for appraiser and inspectors	<input checked="" type="checkbox"/>			
Request municipal inspections	<input checked="" type="checkbox"/>			
Review and reply to inspection reports	<input checked="" type="checkbox"/>			
Re-negotiate contract based on findings	<input checked="" type="checkbox"/>			
Write addendum for agreed to changes and have buyer sign and return	<input checked="" type="checkbox"/>			
Manage Closing Documentation and Process				
Track appraisal, lending, and closing process	<input checked="" type="checkbox"/>			
Coordinate closing process with closing company	<input checked="" type="checkbox"/>			
Send commission and other instructions to closing company	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Assure closing company has all required docs	<input checked="" type="checkbox"/>			
Review Closing Disclosure for accuracy and communicate errors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Attend closing to support Seller, ask, and answer questions	<input checked="" type="checkbox"/>			
Additional Services				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$
SELLER/S SELECTED SERVICE OPTIONS		Estimated Fees for Completed Services		Select Service
Traditional Full Service Seller Representation		\$3,500		
Sell-it-Myself Support Services		\$1,500		
Customized Bundle of Seller Services				
		Consulting Services at \$200 per hour		
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				

Seller/s _____ Date _____

Max Wilson, Broker | Max Business Group Real Estate Services _____ Date _____

Estimated Savings Based on `a la carte selected activities on Addendum A: Service Contract for Seller 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 Seller Representation for Properties \$500,000 and UNDER		Sell-it-Myself Support Service		My Customized Bundle of Services	
Enter Listing Price of Your Residence Here		Enter Listing Price of Your Residence Here		Enter Listing Price of Your Residence Here	
Estimate of Total Traditional Commissions*		Estimate of Total Traditional Commissions*		Estimate of Total Traditional Commissions*	
Estimated Fee Paid to Buyer Agent		Estimated Fee Paid to Buyer Agent		Estimated Fee Paid to Buyer Agent	
MBG Estimated Fee for Service**		MBG Estimated Fee for Service**		MBG Estimated Fee for Service**	
Estimated Savings to You		Estimated Savings to You		Estimated Savings to You	

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 Seller Representation for Properties OVER \$500,000		Sell-it-Myself Support Service		My Customized Bundle of Services	
Enter Listing Price of Your Residence Here		Enter Listing Price of Your Residence Here		Enter Listing Price of Your Residence Here	
Estimate of Total Traditional Commissions*		Estimate of Total Traditional Commissions*		Estimate of Total Traditional Commissions*	
Estimated Fee Paid to Buyer Agent		Estimated Fee Paid to Buyer Agent		Estimated Fee Paid to Buyer Agent	
MBG Estimated Fee for Service**		MBG Estimated Fee for Service**		MBG Estimated Fee for Service**	
Estimated Savings to You		Estimated Savings to You		Estimated Savings to You	