

WHITE PICKETT FENCE SERVICES, LLC

TRANSACTION COORDINATOR AGREEMENT

This Transaction Coordinator Agreement (“Agreement”) is entered into to be effective as of the _____ (“Effective Date”), between WHITE PICKETT FENCE SERVICES, LLC, a Georgia limited liability company (hereinafter referred to as the “Transaction Coordinator”) and _____ (hereinafter referred to as the “Realtor”) (Transaction Coordinator and Realtor are sometimes referred to individually as a “Party” and collectively, as the “Parties”)

WITNESSETH:

WHEREAS, the Realtor is a professional who is engaged in the business of servicing clients as a real estate agent in transactions for the sale and purchase of buildings and land;

WHEREAS, the Transaction Coordinator is engaged in the business of providing services for residential real estate offices including transaction coordinator and virtual assistant services for real estate agents; and

WHEREAS, the Realtor desires to retain the Transaction Coordinator on an independent contractor basis to assist in providing services to the Realtor pertaining to real estate transactions; and

WHEREAS, the Parties desire to set forth in writing the terms of their business arrangement that supersedes any and all prior agreements and representations, whether oral or written on the issues set forth herein; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties agree as follows:

1. **RECITALS:** The Recitals are true and correct and are hereby made a part of this Agreement.

2. **TERM:** The term of this Agreement shall be for a period of one (1) year (unless terminated earlier, as provided for below) commencing on the Effective Date (the “Term”). This Agreement shall automatically renew for additional one-year terms unless either Party provides notice at least thirty (30) days’ notice before the end of the Term of this Agreement that they do not wish to renew. In the event of renewal, the Parties acknowledge and agree that each such renewal term shall be on the same terms and conditions as are applicable to the initial Term, unless otherwise specified in a written instrument executed by both Parties.

3. **TERMINATION:**

a. Upon Notice. If at any time the Realtor or the Transaction Coordinator wish to terminate this Agreement (for any reason, or no reason, at all), the Realtor

or the Transaction Coordinator may do so upon thirty (30) day's written notice subject to the provisions set forth in paragraph 3(d.) below.

- b. Suspension. If the Realtor is more than five (5) calendar days late on payment of fees or invoices, the Transaction Coordinator retains the right to immediately suspend work on behalf of the Realtor until all scheduled payments and late fees are made or, at Transaction Coordinator's discretion, to terminate this Agreement upon written notice to Realtor.
- c. Termination With Cause. This Agreement may be terminated by either Party in the event of a breach by the other Party of a material provision hereof if such breach is not cured within five (5) days of written notice to the breaching Party.
- d. All Payments Due Upon Termination. Upon termination of this Agreement for any reason, the Realtor shall pay Transaction Coordinator for all amounts due Transaction Coordinator at that time including, but not limited to, any amounts due for Services rendered through the effective date of termination.
- e. Upon the termination of this Agreement, neither Party shall have any further obligation hereunder to the other, excepting only any payments due Transaction Coordinator pursuant to paragraph 3(d.) above, and except for such provisions which by their nature, are intended to survive the termination, expiration or cancellation of this Agreement (including the Covenant not to Solicit and the Confidentiality/Non-Disclosure Covenant).

4. **REALTOR'S REPRESENTATIONS:** The Realtor represents and warrants that: (i) it is qualified licensed as a real estate agent to render the services as a real estate professional for all Real Estate Transactions which are the subject of this Agreement, (ii) Realtor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Realtor's undertaking this relationship with the Transaction Coordinator, (iii) the performance of Realtor's obligations under the agreement do not and will not violate any proprietary or other right of any third Party, (iv) Realtor has not entered into or will enter into any agreement (whether oral or written) that conflicts with this Agreement. Realtor shall comply with all local, applicable state and federal laws as well as all rules and regulations promulgated by any multiple listing services, the National Association of Realtors®, including the Realtor® Code of Ethics.

5. **REALTOR'S RESPONSIBILITIES:** Realtor acknowledges that in addition to its other obligations and responsibilities as provided for in this Agreement, that it shall be responsible for performing the following in a reasonable and timely manner:

- a. Realtor shall promptly provide Transaction Coordinator and its Service Providers with all information requested by Transaction Coordinator that is necessary for Transaction Coordinator or its Service Providers to perform the Services.
- b. Promptly notifying Transaction Coordinator in writing of all changes in each Real Estate Transaction which is the subject of this Agreement;
- c. Promptly responding to all requests by Transaction Coordinator for each Real Estate Transaction;

- d. Providing all verbiage and terms for addenda/amendments to purchase and sale agreements for all Real Estate Transaction;
- e. Gathering and compiling inspection quotes for all Real Estate Transactions.

6. **SERVICES TO BE PERFORMED:** The services to be performed by Transaction Coordinator are summarized and described in Exhibit "A", attached hereto (the "Services") for specific transactions as identified and agreed upon in writing by Transaction Coordinator and Realtor from time to time during the Term of this Agreement (each of which is a "Real Estate Transaction"). The Services shall be rendered to the Realtor by the Transaction Coordinator's personnel or contractors (each of whom is a "Service Provider"). If the Realtor needs additional services, other than those described in Exhibit "A", Realtor and Transaction Coordinator will enter into an amendment to this Agreement. Neither Transaction Coordinator nor any of its Service Providers will provide any services in engage in any activities in the capacity of a licensed real estate professional or real estate agent under this Agreement. Transaction Coordinator shall not become involved in providing any advice to Realtor's clients or, negotiations for any Real Estate Transactions (responsibility for those tasks shall at all times remain the responsibility of Realtor).

7. **TRANSACTION COORDINATOR'S COMPENSATION:**

- a. Realtor shall pay Transaction Coordinator for the Services the fees as outlined in the Fee Schedule which is attached hereto as Exhibit "B". Transaction Coordinator reserves the right to modify the fee schedule set forth on Exhibit "B" from time to time upon 30 days' prior written notice from Transaction Coordinator to Realtor.
- b. The Realtor shall not be responsible for deducting, and shall not deduct from payments to the any amounts for withholding tax, FICA, insurance, or other similar items relating to the Transaction Coordinator. The Transaction Coordinator shall be solely responsible for deducting and paying such items.
- c. Transaction Coordinator reserves the right to require advance payment (in whole or in part) before commencing any Services. Realtor shall pay the amount of any invoices or charges within five (5) calendar days after the date of the invoice or request. Payment to Transaction Coordinator shall be paid by in the manner specified by the Transaction Coordinator, including bank check, automatic recurring credit card, mobile payment apps/services (i.e. Zelle), debit card authorization or ACH debit/credit service payments. Any outstanding balance not paid within five (5) calendar days shall incur interest at the rate of 1.5% per month or a late charge of \$25, whichever is greater. Realtor shall reimburse Transaction Coordinator for any fee charged by a bank due to insufficiency of check submitted to Transaction Coordinator for payment. All out-of-pocket expenses and other costs incurred by Transaction Coordinator in the performance of Services are in addition to the fees charges by the Transaction Coordinator.

8. **INDEPENDENT CONTRACTOR:** The Transaction Coordinator is retained by the Realtor on a non-exclusive basis and as such, the Transaction Coordinator is an independent

contractor to the Realtor, and not an employee of the Realtor. The Transaction Coordinator is the agent of the Realtor, who is the Transaction Coordinator's principal in connection with this Agreement. The Realtor's relationship with the Transaction Coordinator is on an at-will basis which is terminable at will by either Party in the manner as set forth in this Agreement. The Transaction Coordinator is not authorized to act as the agent for the Realtor or bind the Realtor except as expressly stated in this Agreement. All rights, if any, granted to the Transaction Coordinator are contractual in nature and are wholly defined by the express written agreement of the Parties and the various terms and conditions of this Agreement. Transaction Coordinator reserves the right to determine the method, manner and means by which the Services will be performed.

9. **BUSINESS HOURS:** Transaction Coordinator's normal business hours are Monday through Friday (excluding legal holidays), from 9:00 A.M. to 5:00 P.M. ("Business Hours"). The applicable time zone shall be the time zone in which the Realtor's place of business is situated. Transaction Coordinator shall provide the Services and only during Business Hours. Transaction Coordinator shall not render any Services (or, respond to any communications) outside of Business Hours.

10. **CONFIDENTIALITY/NON-DISCLOSURE:** The Parties acknowledges that during the Term of this Agreement, each of them will receive or learn of certain information of the other Party that includes, but is not limited to the following, which is by example only: accounting or financial data, pricing information, cost information, salary data, marketing data, business plans and strategies, research, customer and vendor lists, customer information, specific manner and process of doing business, know-how, sources of marketing or selling techniques, trade secrets utilized by each Party as well as the Party's future plans with respect thereto, and other information pertaining to or arising out of the operation of the Party's business, and any confidential knowledge or secrets that each Party has or might from time to time acquire with respect to that Party's business or any of their affiliates or subsidiaries (collectively referred to as the "Confidential Information"). Each Party agrees and acknowledges that (a) the Confidential Information has been developed at great expense to each Party; (b) the Confidential Information is not generally known to the public or to persons outside the employ of the Party; (c) the Confidential Information's confidentiality has been protected by each Party in the past; and (d) the Confidential Information constitutes the vast percentage of the goodwill of each Party. Each Party acknowledges that the Confidential Information shall be and at all times remain the exclusive property each of the respective Parties.

The Parties shall not, during or after their relationship, directly or indirectly, whether through an affiliated or related entity or party, or by association with any person, corporation, partnership or other business entity or otherwise: (i) utilize the Confidential Information in any manner whatsoever except in pursuance of the subject matter of this Agreement; (ii) divulge, use, disseminate, publish or disclose to any person, firm or other business entity for any purpose whatsoever, any Confidential Information in any manner whatsoever, except in connection with the subject matter of this Agreement.

11. **COVENANT NOT TO SOLICIT:** During its association with the Transaction

Coordinator, and for a period of two (2) years after the conclusion or termination of that association, the Realtor shall not directly or indirectly, on the Realtor's own account or as an employee, consultant, broker, salesperson, agent, partner, owner, officer, director or stockholder of any other firm, partnership or corporation, in any way directly or indirectly, solicit, divert, take away, endeavor to entice away from the Transaction Coordinator, or interfere with any of the Service Providers, trade or personnel of the Transaction Coordinator. This covenant has no geographic restriction. Realtor hereby acknowledges that the term of the Covenant not to Solicit is a minimum period of time, and that the area of restriction of is reasonable and necessary in order to protect the Transaction Coordinator from irreparable harm and to protect the Transaction Coordinator's legitimate business interests.

12. **LIMITATION OF LIABILITY:** Without limiting any other provisions of this Agreement, the Transaction Coordinator's liability, if any, for failure to perform under this Agreement (whether in contract, tort or otherwise) or for injury or damage shall not exceed the total charges billed or earned by the Transaction Coordinator. In no event will the Transaction Coordinator be liable for special, incidental, consequential, exemplary or punitive damages, even if the Transaction Coordinator is advised of their possible existence. The Realtor fully intends and understands that the limitation of liability and indemnification provisions of this agreement shall bind the Realtor's heirs, assigns, or personal representatives. The Realtor hereby forever releases, acquits and discharges the Transaction Coordinator from any and all liabilities, claims, demands, actions and causes of action that such the Realtor may have by reason of any monetary damage or personal injury sustained as a result any service provided for herein.

13. **INDEMNIFICATION/DEFENSE:** The Realtor shall indemnify and hold harmless the Transaction Coordinator from any Claim from any third Party (including, but not limited to any of Realtor's clients) with respect the performance of the Realtor's duties under this Agreement. The Realtor also agrees to promptly pay any and all of the Transaction Coordinator's attorney's fees and costs incurred by the Transaction Coordinator in connection with its defense of any Claim that any third party brings against the Transaction Coordinator pertaining to the performance of the Realtor's duties under this Agreement. Upon receipt of any notice or pleading reflecting that a Claim has been made by a third Party against the Transaction Coordinator, the Transaction Coordinator shall forward a copy of the notice/pleading to the Realtor within five (5) business days of the Transaction Coordinator's receipt. Under this Section, the term "Claim" shall be defined to include: (i) litigation commenced by any third Party, and (ii) any demand by any third party pertaining to the Transaction Coordinator's duties under this Agreement, regardless of whether litigation is commenced.

14. **NON-EXCLUSIVITY:** Nothing contained in this Agreement shall be construed to prevent the Transaction Coordinator contracting with other the Realtors and parties to provide services similar to, or identical to the services provided for by the Transaction Coordinator under this Agreement.

15. **INTEGRATION AND WAIVER:** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Parties hereto. The provisions of this section may not be waived except as

herein set forth. This Agreement supersedes all prior agreements, arrangements, or representations between the Parties, whether written or oral as to the specific matters set forth herein. The failure to insist, at any time, upon strict performance of any one or more covenants, provisions or conditions of this Agreement shall not be construed as a waiver or relinquishment of that covenant, provision or condition or the future performance of that or any other such covenant, provision or condition, and that Party's obligation with respect to that covenant, provision or condition or the future performance of any such covenant, provision or condition shall continue in full force and effect. The acceptance by either Party of the other Party's performance under this Agreement with knowledge of the performing Party's breach of any covenant, provision or condition of this Agreement shall not be deemed a waiver of that breach. No waiver of performance of any covenant or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the Parties.

16. **TERMS OF SERVICE:** The Realtor may from time to time, be required to agree to Transaction Coordinator's Terms of Service. In the event of a conflict between the Terms of Service and this Agreement, this Agreement shall control.

17. **SUCCESSORS/ASSIGNS:** The rights and obligations of the Transaction Coordinator under this Agreement (including the Covenant not to Solicit and the Confidentiality/Non-Disclosure Covenant) shall inure to the benefit of and be binding upon the Parties hereto and the successors and assigns of the Transaction Coordinator. The Realtor acknowledges that this Agreement may be enforced by the Transaction Coordinator's successors and assigns. The Realtor may not assign or alienate it rights, obligations and duties hereunder, and any attempt to do so by the Realtor will be void.

18. **INDEPENDENT COVENANTS:** The rights and obligations of the Parties under this Agreement (including the Covenant not to Solicit and the Confidentiality/Non-Disclosure Covenant) shall be construed as agreements independent of any other agreement, or any provision contained therein (whether written or oral) by, between, among, or affecting the Transaction Coordinator and the Realtor, and the existence of any claim or cause of action of the Realtor against the Transaction Coordinator, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Agreement, nor shall such claim or cause of action in any way affect the enforceability of this Agreement.

19. **FLORIDA LAW, VENUE AND LITIGATION:** The validity, interpretation, and performance of this Agreement shall be construed and enforced under and in accordance with the laws of the State of Georgia. Venue shall lie exclusively in Fulton County, Georgia as the forum for any disputes concerning this Agreement regardless of whether the dispute concerns any contractual or tortious or other claim. If a dispute arises between the Parties concerning the compensation to be paid to the Realtor under this Agreement, the Parties shall seek to resolve the dispute by mediation in Palm Beach County, Florida, using a Florida Certified Mediator. If the Parties are unable to reach a resolution within sixty (60) calendar days following written notice of such dispute and demand for mediation, then either Party may initiate litigation proceedings. In connection with any litigation or court proceeding arising out of this Agreement, the prevailing Party shall be entitled to recover all costs incurred, including attorneys' and legal assistants' fees and all costs prior to trial, at trial, and on appeal, and in any bankruptcy or

creditor's reorganization proceedings. The prevailing Party shall be entitled to recover reasonable attorneys' fees and all costs associated with proving both entitlement and amount of attorney's fees and costs. The Realtor voluntarily, knowingly, and intentionally waives any and all rights to trial by jury in any legal action or proceeding arising under or in connection with this Agreement regardless of whether such action or proceeding concerns any contractual or tortious or other claim.

20. **CAPTIONS:** The captions appearing in this Agreement are inserted as a matter of convenience and for reference and in no way affect this Agreement, define, limit, or describe its scope, intent, or any of its provisions.

21. **SEVERABILITY:** If any provision contained in this Agreement shall for any reason be held to be invalid, illegal, void or unenforceable in any respect, such provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to such invalid, illegal, void or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions contained herein shall not be affected thereby.

22. **NOTICES:** Unless otherwise set forth herein, any notice or demand which must or may be given shall be in writing and shall be deemed to have been given: (i) when physically received by personal delivery (which shall include the receipt of an email), or (ii) three (3) days after being deposited in United States first class mail, postage prepaid, or (iii) one (1) business day after being deposited with, or for overnight delivery by a nationally known commercial courier service (such as FedEx) addressed to the Parties at their addresses as listed below (or such other address as designated by the Parties in writing):

As to the Transaction Coordinator:

WHITE PICKETT FENCE SERVICES, LLC, 2600 Burgess Circle, Alpharetta, Georgia, 30004, attention Amber Pickett, Managing Member
Email Address: amber@wpfservices.com)

As to the Realtor:

Address:

Email Address: _____

23. **INDEPENDENT COUNSEL:** The Parties hereto have had the opportunity to seek and receive independent advice and counsel regarding the subject matter of this Agreement and all the terms and conditions it contains. This Agreement shall not be construed more strongly for or against any Party regardless which Party is deemed to have drafted the Agreement.

24. **CONFIDENTIAL AGREEMENT:** The Realtor agrees to keep any matters relating to this Agreement, the Realtor's compensation, and the terms of the Realtor's relationship with the Transaction Coordinator confidential, and further agrees not to disclose the terms of this Agreement, the Realtor's compensation, and the terms of the Realtor's relationship

with the Transaction Coordinator, to any other person, except as may be required in connection with the preparation and filing of income tax returns, or as may be required by the order of a court of competent jurisdiction, or any regulatory or self-regulatory agency or at any hearing in an action between the Parties.

25. **MULTIPLE COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original of this Agreement and all such counterparts shall constitute one instrument. Facsimile and electronic signatures shall be deemed as originals for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereunto have set their hands and seals to this Agreement on the Effective Date first above written.

**WHITE PICKETT FENCE SERVICES, CONTRACTOR
LLC**

By:

Amber Pickett, Manager

Signature

Print name