

# RAPID RESULTS REAL ESTATE SALES PROGRAM

## SERVICE AGREEMENT

THIS AGREEMENT between Estates On Line LLC as Program Administrator, (PA)  
and:

\_\_\_\_\_, Client/s  
regarding the marketing/sale of:

(“Property”)\_\_\_\_\_

is fully described in these sections:

- Section 1. Services provided
- Section 2. Fees
- Section 3. Affirmation
- Section 4. Term, Cancellation, & Refunds
- Section 5. Offers to Purchase
- Section 6. Failure to Perform
- Section 7. Disputes
- Section 8. Taxes
- Section 9. Complete Agreement
- Section 10. Scope
- Section 11. Conflicts with Other Agreements
- Section 12. Client/Realtor® Contact Information

1. Services: Program Administrator will provide services “Services” on behalf of Client and in conjunction with Realtor® representing Client (if any) for the purpose of marketing and selling Client’s Property. PA will provide exceptional marketing exposure, legal services, Title services, and administrative services to accelerate the sale of Property. Services will include:
  - a. Production of audio/visual advertising material (“Content”) to be used in a major area television campaign combined with a specialized web venue that leverages the TV coverage. The cross-promotion provides ultimate marketing exposure, in combination with non-traditional services that enhance the offer to purchase.
  - b. Advertise Property on TV and interlinked web during a continuous 60 day marketing period. TV ads will run daily. Station selection and method and scheduling of advertising will be at PA’s discretion in consultation with media advertising representatives to determine best market coverage.
  - c. Provide attorney to represent client’s interest in the sale of Property. Attorney will provide real estate sales contract for Client’s approval. Selection of attorney to be at PA’s discretion. Attorney will act on Client’s behalf, with Client’s consent, and

- represent Client through the closing process. Client may optionally select another attorney, at client's expense. Client's attorney will provide approved contract to PA for inclusion in sales package documents.
- d. Provide an abstract of title of property by licensed title abstract firm. Abstractor will provide insurable Title Certificate for property with comprehensive disclosures, to be provided to potential buyer/s; conversely, to report defects in title to seller. Title Company will consult with Client to advise remedial recourse, if necessary. Selection of Title Company will be at the discretion of PA.
  - e. Title Company shall establish an account on behalf of Client, for the purpose of holding funds deposited by prospective buyers, and Client authorizes said Title Company to close the transaction and disburse funds according to the Real Estate Contract of Sale.
  - f. Perform an appraisal of Property by licensed appraiser. Appraiser to be chosen by financial institution that will be offering financing to prospective buyers.
  - g. Engage a licensed Realtor® on Client's behalf and with whom Client will maintain an exclusive listing agreement for Property throughout the term of this agreement. Realtor® to provide Client a written comparative marketing analysis (CMA) of the property. Selection of Realtor® to be at PA's discretion, unless Client has an existing exclusive listing agreement with a Realtor®.
  - h. Obtain mortgage commitment for each prospective buyer through financial institution. Financial institution/s to be selected by PA.
  - i. Provide "Good Faith Offer" document for use by buyers in making offers for Property. Good faith offer document will provide for deposit. Deposit to be held in escrow by Title Company in seller's account.
  - j. Schedule and conduct a "sale event" at which all prospective qualified buyers can make offers for the property. No offers will be considered except from buyers who have deposited funds with Title Company and provided a good faith offer. Such sale event to be staffed by PA, and may include an individual experienced in auctioneering as tactical event moderator. Sale event may be web cast to allow participation from buyers who are not physically present. PA will provide necessary communication interfaces to enable purchase offers from remote buyers. All prospective buyers will have registered with PA prior to sale event, provided evidence of financial ability to complete the transaction (close), and deposited funds with Title company held in Client's account according to terms of sale, which PA will provide to all prospective buyers via agent on Client's behalf.

2. Fee for PA's Services:

Fee is comprised of a **Refundable Service Fee and Closing Fee.**

**Service Fee:** a service fee will be billed to client's account with PA upon entering this agreement (see section 4). The service fee is \_\_\_\_\_ (\$1,500.00 unless otherwise specified).

The Service Fee is due within 10 days of notification of commencement, as specified in section 4.

**Closing Fee:** upon transfer of title: 2% of gross sale price. Fee is exclusive of and shall not be reduced by any commission paid in accordance with real estate brokerage firm agreement (if any) in Section 3. (throughout this agreement, the term "real estate brokerage firm" is synonymous with any entity duly licensed to perform real estate brokerage)

PA is not a licensed Real Estate Broker in the State of New York, and all such fees that are paid to PA are payable solely for services rendered in connection with marketing, advertising and media related services and coordination of professionals involved in closing the transaction for the sale of the Property. Article 12-A of the New York Real Property Law is not in any way applicable to the services rendered by PA.

3. Client Affirmation: Client affirms that he/she/they have engaged a licensed real estate agent to provide exclusive representation as defined by the laws of the state of \_\_\_\_\_ for the sale of subject property. Agent representing client is \_\_\_\_\_ and his/her license is held by \_\_\_\_\_. Client acknowledges that agent does not provide dual agency. Client agrees to maintain the real estate brokerage firm agreement between client and agent while this agreement is in effect. If real estate brokerage firm agreement expires during the term of this agreement, it will be automatically extended through the term of this agreement.

Agent acknowledgement: Agent affirms that he/she represents Client for the sale of Property, as stipulated by separate Real Estate Brokerage Firm agreement. Agent affirms he/she is a licensed Real Estate Agent for the sale of Property, exclusively represents Client, and does not serve as a buyer's broker in this transaction.

4. Term of Agreement, Commencement, Cancellation and Refunds:
- a. Commencement: This agreement shall commence when 6 properties have been enrolled into a Sale Event, inclusive of Property. PA will notify Client and Agent on commencement date by phone, and Client by Certified Mail. Service Fee will be due and payable by Client within 10 days of commencement date.
  - b. Marketing Period: The Marketing Period will begin within 14 days of receipt of Service Fee and last for 60 days. PA will make every effort to provide media venues with timely ad material. Offers to purchase shall be actively solicited during this period.
  - c. Sale Event: The Sale Event shall be scheduled to occur within 14 days following the end of the 60 day Marketing Period. PA shall be given reasonable allowances to coordinate dates with other Service providers.
  - d. Expiration: This agreement will expire 60 days following the date the Sale Event is conducted.
  - e. Nonpayment of Service Fee: Nonpayment of Service Fee within 10 days of notification of Commencement to Client will automatically cancel this agreement.
  - f. Cancellation and Refunds
    - i. Prior to commencement: Client may cancel this agreement and receive a full refund of Service Fee by contacting PA verbally or in writing prior to commencement. In that case, this agreement is void and neither Client nor Agent nor PA shall have any further obligation under this agreement.
    - ii. After commencement but before advertising begins: Client will be refunded 50% of Service Fee. Client may utilize the services of others who have provided work on Client's behalf under this Program (such as legal and title work), at Client's own expense. PA and Client will have no further obligation to each other under this agreement.
    - iii. After Advertising Begins and prior to Sale Event: No credit of Service Fee will be given. Client may utilize services of all providers that have been rendered under this agreement at client's further expense. Client will be responsible for Closing Fee as specified in section 2.
    - iv. Upon successful sale of property and payment of Closing Fee, Service Fee will be fully refunded. Service Fee may be credited toward Closing Fee at closing, in which case Title Closer shall make the necessary adjustment.
    - v. Upon expiration, Client will receive a refund of 50% of the Service Fee paid if:
      1. Property has not received a written offer within 10% of the CMA provided in section '1.g.' OR
      2. Property is not in contract OR
      3. Property is not sold
5. Offers to Purchase: Client may accept any offer for Property at any time, at Client's sole discretion. Client understands this Program is intended to elicit offers to purchase Client's Property, and PA is not responsible if offers are not made, or if offers are unacceptable to Client.

6. **Failure to Perform:** In the event that PA fails to perform services described in Section 1, Client's sole remedy shall be to receive a full credit in the amount of any Service Fee paid by Client under this agreement.
7. **Disputes:** Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the American Arbitration Association, and the parties hereby agree to share equally in the costs of said arbitration. Any such arbitration shall be held in Nassau County, New York and the final arbitration decision shall be enforceable through the courts of the state of New York. The prevailing party in any such arbitration shall be entitled to reimbursement of its actual costs in prosecuting or defending such action, including attorney fees.
8. **Taxes:** Advertising and promotional services provided by PA are exempt from state sales taxes to the extent that they qualify as selling expenses incurred from the sale of real estate.
9. **Complete Agreement:** This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein.
10. **Scope of Agreement:** If the scope of any of the provisions of the Agreement is too broad to permit enforcement to its full extent, the scope of such provisions shall be curtailed only to the extent necessary to conform to law, and that this shall not invalidate the other provisions.
11. In the event of a conflict in the provisions of any other marketing/Real Estate Brokerage Firm agreements between the parties with respect to the sale of above-reference property and the provisions set forth in this Agreement, the provisions of this Agreement shall govern.

12. Notices:

a. Notices to Client should be sent to:

Name \_\_\_\_\_

Street Address \_\_\_\_\_

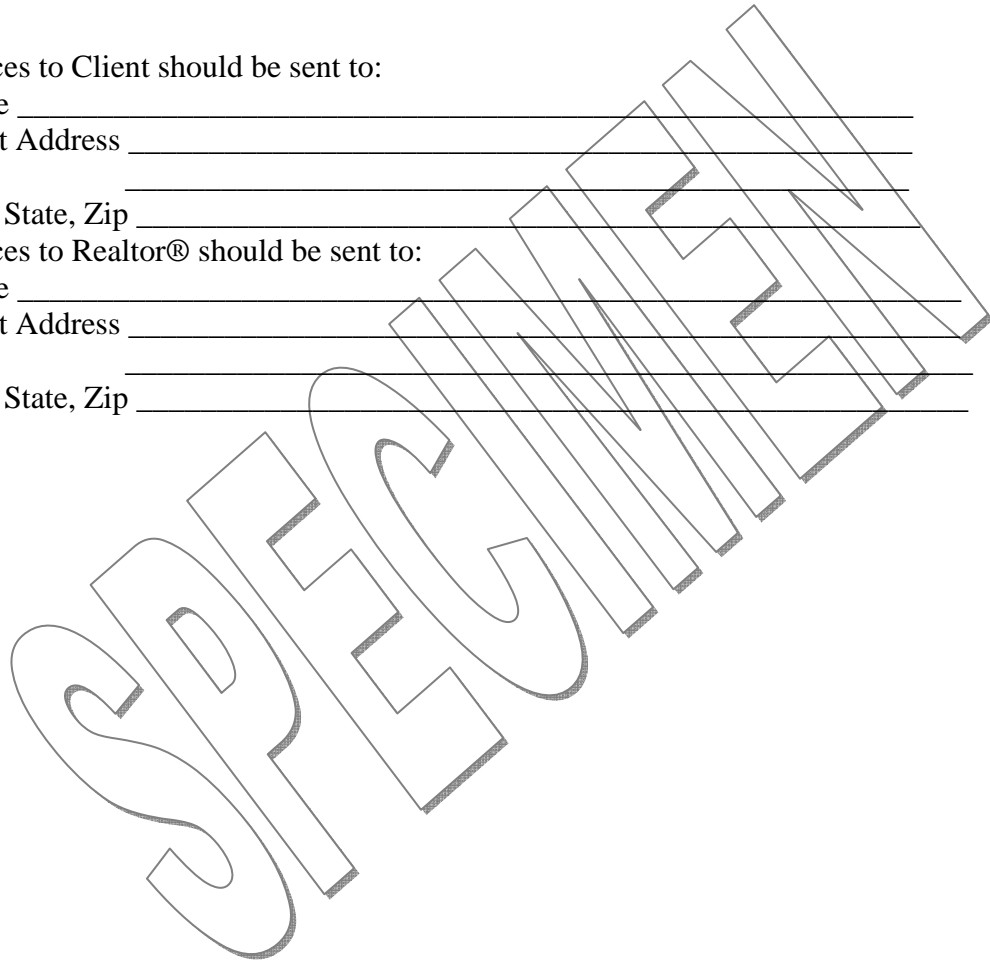
City, State, Zip \_\_\_\_\_

b. Notices to Realtor® should be sent to:

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_



**RAPID RESULTS REAL ESTATE SALES PROGRAM**

**SERVICE AGREEMENT**

Accepted on \_\_\_\_\_ date

Property \_\_\_\_\_  
\_\_\_\_\_

Client \_\_\_\_\_

PA Estates On Line, LLC  
1225 Franklin Ave, suite 325  
Garden City, NY, 11530  
516-495-7919  
Fax 516-320-6577

By \_\_\_\_\_

Agent Attest: \_\_\_\_\_