

## HAMPTON ROADS CASH 4 HOMES MARKETING SERVICE

## Sale Price Share Agreement

**2)** *Home Seller* grants *Marketing Service* permission, rights & authority, to market & advertise, and use their expertise & resources, for the purpose of finding & securing a buyer for the residential property located at \_\_\_\_\_\_.

**3)** A cash offer of approximately \_\_\_\_\_\_ is estimated from a Real Estate Investor.

**4)** If *Marketing Service* is successful. A *Buyer* for the above home address is secured. A Purchase Offer is agreed to. Accepted, and signed, by *Home Seller*. And, a Closing Of The Sale occurs. Then *Home Seller* agrees to pay to *Marketing Service* a **Marketing Service Fee** of \_\_\_\_\_% of the Purchase Price at the Closing Of The Sale. This Fee is for finding, and securing, the *Home Buyer*. The *Marketing Service* will be the Procuring Cause of the Sale.

*Home Seller* retains the right to find a buyer themselves. Whichever occurs first. If *Marketing Service* did not secure the buyer for the home, then nothing is owed to *Marketing Service*.

**5)** *Home Seller* agrees to state the Marketing Service Fee due, to the *Marketing Service*, at Closing directly in all Purchase Agreements. *Home Seller* authorizes the Settlement Agent to collect the Marketing Service Fee. And disburse the amount to *Marketing Service* at Closing.

**6)** A portion of the Marketing Service Fee will be deducted as credits, or reimbursements, to pay on behalf of *Home Seller* for their Settlement & Closing Fees including Deed Preparation.

**7)** If the *Home Buyer* has a Real Estate Agent a portion of the Marketing Service Fee will also be deducted to pay the Buyer's Agent Commissions.

**8)** *Home Seller* agrees to make the home, located at above address, accessible for viewing by all potential buyers who are capable of making an offer to purchase the home.

**9)** *Home Seller* authorizes *Marketing Service* to complete and sign very basic, routine, advertising forms, including all REIN MLS Listing Forms.

**10)** Some members of the *Marketing Service* hold a Virginia Real Estate License.

**11)** *Home Seller* will review all Purchase Offers. Only *Home Seller* will have the authority to sign any Purchase Offer that is determined to be acceptable by *Home Seller*.

**12)** *Home Seller* agrees to pay all taxes, assessments, and any liens on the home solely from their half of the Sale Price Share. Nothing found to be owed by the *Home Seller* shall have any affect on the Marketing Service Fee due to *Marketing Service*.

**13)** *Home Seller* and *Marketing Service* agree to electronic signatures as being equal to, and having the same legal effect and enforcement, as handwritten signatures.

**14)** This contract is the entire agreement between *Home Seller* and *Marketing Service*. No other representations or agreements have been made or relied upon.

**15)** This contract agreement automatically expires after 45 days from the date signed by the *Home Seller.* Or, it will expire after Closing has occurred if *Marketing Service* secures a buyer. And a Purchase Agreement has been signed by *Home Seller*.

**SUMMARY** This Agreement was freely entered into by Home Seller and Marketing Service. It is intended to be, and intentionally written as, a very simple and straightforward Agreement.

The Marketing Service will use all of their knowledge, contacts, expertise, and resources to attempt to find a cash buyer for the home in its current "As Is" condition. No repair items will be performed by the Home Seller. All Purchase Offers will be made directly to Home Seller. Only the Home Seller will review, approve, and sign, Purchase Offers that are determined to be acceptable by the Home Seller.

If a buyer is secured by the Marketing Service. And, if their offer is accepted. Signed by the Home Seller. And a Closing occurs. Then the Marketing Service would be the Procuring Cause of the sale. Which is the reason why the house was sold. Therefore, the Home Seller agrees to pay a **Marketing Service Fee** to the Marketing Service at the Home Sale Closing. As indicated above in this Agreement.

This Agreement terminates in 45 days of date signed by Home Seller. No other actions are required. If a Purchase Contract was signed prior to this date, the Marketing Service Fee would still be owed as a result of the Marketing Service being the Procuring Cause of the Home Sale. Even if the Closing occurs after the 45 day period.

Home Seller

Date

Home Seller

Date

Gregory V. Ford

HR Cash 4 Homes LLC Marketing Service

