

Short Sale Negotiation Agreement

This agreement is made between _____ (*Homeowner*) and **Broadpoint Properties, Inc.** and **Melissa Zavala**, Broker (*Negotiator*) on _____ (*date*).

The negotiator has extensive expertise in the area of short sale negotiation, and quickly selling properties in foreclosure. I understand that the negotiator does not give advice (legal, tax, or otherwise). I understand that the negotiator is not an attorney or CPA. The services of the negotiator are not a substitute for legal or tax advice. I have consulted with the appropriate legal and/or tax professionals prior to signing this agreement, and have now determined that a short sale is the best solution for my situation. The homeowner wishes to employ the expertise of the negotiator with respect to subject property: _____ (*property address*).

In exchange for said services and upon the successful sale of subject property, the homeowner agrees to condition the closing upon a consulting fee of 1% of the purchase price (with a minimum charge of \$1000) reduced from the real estate agents' commission prior to disbursements of any kind. This fee gets paid from the transaction and not from the homeowner directly. (The homeowner never writes a check; the transaction itself pays the fee.) This fee will be disbursed by the settlement company as part of the natural course of closing escrow. This fee is contingent upon the successful negotiation of the short sale. If the short sale transaction does not close, no fees are due.

I understand that there are no guarantees whatsoever that an agreement will be reached with the lien holders or that the property will be sold. Additionally, if I am facing imminent foreclosure, I understand that the negotiator cannot guarantee that the foreclosure auction will be postponed in order for the bank to process the short sale. I agree to hold the negotiator harmless from any and all activities that are performed. I understand that a 1099 may be issued by the lien holders, and/or a deficiency judgment may be obtained. I understand that because my lender is taking a loss, I will not be allowed to receive any proceeds from the sale of the home. I certify that I did not obtain my mortgage(s) through any sort of fraudulent activity, and I understand that my lender has the right to investigate for fraud.

I acknowledge that the negotiator **CANNOT** do the following: **1)** request that the homeowner sign any lien, deed of trust, or deed, **2)** take any money from homeowner or request any advance fee of any sort; the negotiator will only be paid upon successful purchase/sale of the property.

Agreed to on this date by the undersigned,

Homeowner's signature

Homeowner's name

Date

Co-Homeowner's signature

Co-Homeowner's name

Date