



Transaction Coordination Services Agreement

Section 1: Scope of Services

One Source Central Services, LLC ("OSCS") will provide Transaction Coordination services including but not limited to:

- Reviewing executed contracts for completion and timeline accuracy
- Adding transaction timelines to Agent's Google Calendar
- Verifying Opportunity creation within Command
- Facilitating the scheduling of inspections (not coordinating or contracting)
- Ordering and communicating with title
- Communicating with lenders to verify application, appraisal, and commitment timelines
- Reviewing title commitments, ALTA/HUD, and ensuring the CD is sent three days before closing
- Submitting documents for compliance, making commission requests, and scheduling closings/terminations as needed

Please note the following:

- Services commence within 24 business hours upon receipt of contract during business hours (Mon–Fri, 9am–5pm EST).
- Earnest money handling is outside the scope of OSCS responsibilities.
- Coordinators are not authorized to negotiate contract terms but may assist with addendums if exact language is provided.

Section 2: Payment Terms

Transaction Coordination Fees

- Residential: **\$375.00 per side, per transaction.**
- Commercial: **\$499.00 per side, per transaction.**

Compliance Management Fee

- **\$200.00 (compliance and commission only; does not include TC services).**
- This fee is due upfront at the time of order.

Conveyancing Fees (when applicable)

- Residential: \$100.00 plus any required certifications.
- Commercial: \$200.00 plus any required certifications.
- This fee applies only when the title company does not handle conveyancing for the seller and OSCS is required to manage it.

Payment

1. Transaction Coordination and Conveyancing fees are due at closing.
2. If the office cannot process payment at closing, the Agent must remit payment within five (5) days of invoice.
3. Late payments incur a \$20 per month fee, and OSCS reserves the right to charge the Agent's credit card on file for the full outstanding amount.
4. Acceptable forms of payment include certified check, ACH transfer (from title company, attorney, or client), or credit card.
5. By signing this Agreement, the Agent authorizes OSCS to charge the credit card on file for the full amount due if a certified check is not provided at or within five (5) days of closing. The Agent must supply valid credit card information for this purpose.

Section 3: Agent Responsibilities

The Agent agrees to the following obligations throughout the term of this Agreement:

- Complete new under-contract intake within 24 hours of execution.
- Notify the Coordinator promptly of any contract terminations.
- Ensure all timelines are met or extended as necessary.
- Provide accurate and complete transaction details.
- Copy your Transaction Coordinator on all transaction-related emails.

Section 4: Confidentiality and Non-Disclosure

Both parties agree to maintain the confidentiality of all non-public, proprietary, and sensitive information shared in connection with this Agreement, including but not limited to client data, contact information, CRM systems, business processes, and pricing.

OSCS agrees that any agent or client information accessed in the course of providing services will be used solely to fulfill those services and will not be used, shared, or disclosed for any other purpose.

The Agent agrees not to use, disclose, or share any confidential or proprietary information belonging to OSCS, including client data, CRM systems, internal processes, or pricing, during or after the term of this Agreement.

This obligation of confidentiality survives the termination of this Agreement.

Section 5: Non-Solicitation

Neither party shall solicit, hire, or engage any employees, subcontractors, or vendors of the other party during the term of this Agreement or for two (2) years following its termination.

Section 6: Limitation of Liability

To the fullest extent permitted by law, OSCS's total liability to the Agent shall not exceed the total fees paid under this Agreement for the specific services in question. OSCS shall not be liable for indirect, incidental, or consequential damages.

Section 7: Buy-Out Clause

If the Agent hires or engages, directly or indirectly, any OSCS contractor, employee, or vendor during the term of this Agreement or within one (1) year of its termination, a Buy-Out Fee of **\$40,000.00** per individual will be due and payable within 30 days of that engagement.

Section 8: Governing Law and Dispute Resolution

This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Any disputes arising from this Agreement shall first be addressed through good faith negotiations between the parties. If a resolution is not reached within thirty (30) days, the matter shall be submitted to mediation through a mutually agreed-upon mediator. Should mediation fail, the dispute will be resolved through binding arbitration in Lehigh County, Pennsylvania, in accordance with the rules of the American Arbitration Association.

Section 9: Term and Termination

- This Agreement becomes effective on the date of signature.
- Either party may terminate this Agreement with **30 business days' written notice**.
- All active files at the time of termination will be completed and invoiced as usual.

Section 10: Entire Agreement and Severability

This document constitutes the complete agreement between the parties regarding the subject matter herein and supersedes all prior discussions or agreements. If any provision of this Agreement is found to be unenforceable, the remaining provisions will continue in full force and effect.

Signatures

Agent: _____ Date: _____

OSCS Representative: _____ Date: _____