Capital Short Sale Group

WWW.CAPITALSHORTSALE.COM
WELCOME@CAPITALSHORTSALE.COM
443-873-0543

Loss Mitigation Buyer Fee Agreement

This agreement is made between ____ (*Buyer/Purchaser*) and **Capital Short Sale Group, LLC**, a Maryland limited liability company, (*Loss Mitigation Company/Negotiator)* on ___________ (*date*).

The Loss Mitigation Company has extensive expertise in the area of short sale negotiation and processing. I understand that the Loss Mitigation Company does not give advice (legal, tax, or otherwise). I understand that the Loss Mitigation Company is not a licensed attorney or CPA. The services of the negotiator are not a substitute for legal or tax advice. The Buyer agrees to use and pay for the expertise and services of the negotiator with respect to subject property:

____

Property Address

In exchange for said services and upon the successful sale of the subject property, the Buyer/Purchaser agree(s) to **a consulting fee of 2% of the purchase price with a minimum charge of $6,000.00** (*whichever is greater*) to be paid to Capital Short Sale Group, LLC upon successful settlement. This fee is paid at the time of the closing on the settlement statement by the Buyer. 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 is not approved or the transaction does not close, no fees are due.**

Capital Short Sale Group, LLC shall attempt to collect all or part of the Loss Mitigation Fee from the Lender(s) under select fees (including, but not limited to a Buyer credit, transfer taxes, tax prorations, title insurance and settlement fee, etc.) on the settlement statement at closing. All Lender approved Seller paid closing costs shall go to the Buyer to reimburse the Loss Mitigation Fee. The Buyer is therefore responsible for paying the remaining portion of the Loss Mitigation Fee, if there is a balance due.

Buyer authorizes the title company to put the Loss Mitigation Fee as a Buyer's expense on the HUD as outlined above.

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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. The undersigned Buyer agrees to hold the Seller, Realtor, Negotiator, and the Loss Mitigation Company harmless from any and all activities that occur.

Agreed on this date, by the undersigned,

Rebecca Ravera

Capital Short Sale Group Date

Signature Date

Printed Name

Signature Date

Printed Name

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Contact Information

You will receive a weekly update every Friday afternoon unless otherwise advised beforehand. If there is anyone additional that you would like to have added to these updates (buyers partner, team admin, title co, etc.), please make sure to include that information below.

Selling Agent Name	**Email & Phone Number**
Selling Agent Admin Name	**Email & Phone Number**
Buyer Name	**Email & Phone Number**
Title Company & Representative	**Email & Phone Number**
Other	**Email & Phone Number**

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Short Sale Contract Addendum

This amendment is to the purchase agreement, is executed on:__________(*date*), by and between ____ (*'Seller'*) and ____(*'Buyer'*) for the property located at ____ (*'Property'*).

Buyer and Seller Understand The Following:

1. Buyer/Purchaser agree(s) to a fee of 2% of the purchase price or $6,000.00 (*whichever is greater*) to be paid to Capital Short Sale Group, LLC upon successful settlement. This fee is paid at the time of the closing on the settlement statement and will be disbursed by the title company.
2. Capital Short Sale Group, LLC shall request select fees to be absorbed by the Seller's Mortgage Company at closing (including, but not limited to a Buyer credit, all transfer taxes, tax prorations, title insurance & settlement fee, etc.).
3. These 'select fees', once approved, will be a credit to the buyer in lieu of the negotiation fee. *If any portion of the fee is not covered*, the buyer is to pay the remaining portion of the negotiation fee upon closing.
4. This fee is contingent upon the successful negotiation of the short sale. If the short sale is not approved or the transaction does not close, no fees are due.

Seller Signature	Date	Seller Signature	Date
Buyer Signature	Date	Buyer Signature	Date