

Cooperative Brokerage and Referral Arrangement Agreement – Destination



This Cooperative Brokerage and Referral Arrangement Agreement (this "Agreement") is entered into by and between American Relocation Connections LLC ("ARC") and Coldwell Banker Residential Real Estate (the "Agency") as of the day of execution by the Agency.

I. PROGRAM DESCRIPTION:

ARC Relocation, LLC, the operator of the Cooperative Brokerage and Referral Program (the "Program"), is a licensed real estate broker and provides a portion of any cooperative brokerage fee it receives from real estate brokerage agencies to real estate customers as an incentive to use the services of such brokerage agencies, in a manner and to the extent permitted by law.

Under the Program, ARC and the Agency will each act in a real estate brokerage capacity. ARC will identify the real estate brokerage services of the Agency to customer(s) with the expectation that such customer(s) will ultimately purchase or sell a home with the assistance of the Agency. The Agency will provide real estate brokerage services to referred customer(s), which may include: (i) accepting delivery of and presenting to the referred customer offers and counteroffers to buy, sell, rent, lease, or exchange the customer's property or the property the customer seeks to purchase or lease; (ii) answering the customer's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies; and (iii) providing prospective customer(s)/buyer(s) access to listed properties. In addition, the Agency will perform the duties identified in "Section III" below. In exchange for the real estate brokerage related services performed by ARC, the Agency will pay a cooperative brokerage fee to ARC as set forth below. Customer incentives/rebates in connection with the Program are available to ARC customers that use a real estate broker identified by ARC to buy or sell their home through the Program, to the extent permitted by applicable law.

II. REFERRAL INFORMATION:

ARC Relocation, LLC
Ryan Lieberman/ Daniel Yang
Tax ID #: 20-1361172
Phone #: 703-352-9701
Fax #: 703-352-9704
E-mail: ryan.lieberman@arc relocation.com/ daniel.yang@arc relocation.com

Broker Name: Kathy Oliphant
Agency: Coldwell Banker Residential Real Estate
Phone #: (941) 342-2948
E-mail: kathy.oliphant@floridamoves.com

If Applicable

Agent assigned by broker:
Agent's phone #:
E-mail address:

Customer information

Name: Don Mihalek
Address: 920 Quincy Drive
City/state/zip: Yardley/ Pennsylvania/ 19067
Spouse/partner:
E-mail: dmihalek@fleo.org
Mobile #:
ALT #:



Agreement continued page 2 of 4 Re: Don Mihalek - USSS

Price Range: \$569606

House Hunting Trip Date:

Ideal Close Date: 12/31/18

III. DUTIES OF AGENCY:

Agency (as identified above) agrees to do the following:

1. Pay American Relocation Connections LLC thirty seven and a half percent (37.5%) of the selling side of the commission earned before the real estate agent (assigned by this Agency) splits, multiple listing service fees, and any other deductions, if a purchase results from a referral under this Agreement. The fee is called the "Cooperative Brokerage Fee" and is due payable in its entirety at closing.
2. **Authorize and instruct the closing agent/attorney to, at the time that the real estate purchase and sale transaction closes, subtract the Cooperative Brokerage Fee from the realtor brokerage commission and disburse such fee to ARC via Wire, ACH or as directed in "Section V" below.**
3. Notify ARC as soon as the real estate agent schedules the listing presentation with the customer (if applicable).
4. Notify ARC of the closing date as soon as a contract of purchase and sale is executed by all parties.
5. Provide a copy of this Agreement, the broker's invoice for the commission, and the payment instructions to the office of the closing agent/attorney so that disbursement can be made at the time of closing.
6. Refer the customer back to ARC immediately, if for ANY reason the Agency will not be working with the referred customer. The Agency will under no circumstances refer the customer to any other broker unless it is expressly authorized by ARC in writing.
7. Maintain (and cause its agents to maintain) in good standing all necessary licenses or registrations to conduct its real estate brokerage services.

AMERICAN RELOCATION CONNECTIONS



IV. GENERAL TERMS:

1. **Scope** This Agreement will govern only the referral transaction of the customer named above in "Section II."
2. **Binding Nature of Agreement.** This Agreement is binding upon and inures to the benefit of the parties hereto, their agents, successors, and assigns. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired.
3. **Governing Law.** This Agreement will be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of laws.
4. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Agreement. No party is to be considered an agent or employee of another, and under the terms of this Agreement neither is entitled to any of the benefits which the other provides for its employees.
5. **Buyer/Broker Agreement.** As part of our corporate agreements and client relocation policies ARC does not allow, or authorize brokers, and/or real estate agents to present or enforce "buyer/broker agreements" or similar agreements that guarantee a minimum commission be paid to the broker or real estate agent. ARC will only allow the compensation to be paid by the seller and will not permit commissions being collected from the purchaser/transferee. Further, ARC does not allow our purchaser/transferee be locked in to an exclusive buyer/ broker agreement for set amount of time. If at any time the purchaser/transferee desires to terminate a buyer/broker agreement, the agreement will be terminated without penalty to the buyer/transferee. Signatures on this agreement by authorized parties, on behalf of the brokerage, acknowledges acceptance of this policy and guarantees our clients will not be presented with or made to honor such agreements or terms
6. **Expiration** – The above referenced agreement remains in effect and enforceable for two (2) years from the date of authorized signature.

AMERICAN RELOCATION CONNECTIONS



V. PAYMENT INFORMATION:

Wiring/ACH Instructions

Bank Name: Sandy Spring Bank

City & State: Fairfax, VA

Acct Name: American Relocation Connections, LLC

ABA Routing #: 0550001096

Acct #: 4113039

Bank Phone #: 703-319-9000

Authorized Signatory

Date

Title

Coldwell Banker Residential Real Estate
Company

Tax Identification No.

THIS AGREEMENT MUST BE SIGNED BY A BROKER OR OTHER AUTHORIZED SIGNATORY OF THE AGENCY AND RETURNED TO AMERICAN RELOCATION CONNECTIONS LLC VIA FAX AND MAIL WITHIN 24 HOURS OF RECEIPT.

TO BE COMPLETED AS SOON AS INFORMATION IS AVAILABLE

Sales Price \$ _____ Contract Date: _____ Closing Date: _____

Commission ____ % Referral Fee \$ _____

***Please return all 3 pages of the agreement with the assigned agent's info on page 1 to or fax to 703-352-9704**

AMERICAN RELOCATION CONNECTIONS



What we expect at American Relocation Connections

The 3 C's

- **Contact** the referred customer within 24 hours or less.
- **Communicate** (both with American Relocation Connections and the customer). Always keep us informed, from contract to closing.
- **Commitment**. If there is any need of the customer you are unable to fulfill, notify American Relocation Connections immediately.

**** Fax a signed copy of the purchase agreement upon ratification along with below DSR.**

****Notify ARC if commission is to be paid on amount other than the contract sales price on the Settlement Statement.**

AMERICAN RELOCATION CONNECTIONS



*****ATTENTION AGENT*****

*****Important Instructions Concerning Closing *****

Fidelity Residential Solutions (a subsidiary of Fidelity National Title) has been contracted by American Relocation Connections (ARC) to supervise and assign closings offices nationwide. Fidelity will provide a number of services for our clients to include: HUD 1 review, direct bill assistance and more.

Fidelity Residential Solutions will assign a closing office closest to the subject property anywhere nationwide (or will travel to closing if applicable). If there is an issue with the office assigned please contact Fidelity immediately.

*****Contact Fidelity prior to writing an offer to get the CO information.*****

Also be sure to forward a copy of the contract along with the referral fee agreement to Fidelity Residential Solutions once the contract is ratified.

Fidelity Contacts: Brittaney Smith at 972-987-1923

Email: ARC@frsonline.com



DO NOT:

- ***Refer an ARC transferee to any lender or Mortgage Company without the specific instruction of ARC.***
- ***Refer an ARC transferee to any title or closing company unless instructed by Fidelity Residential Solutions or ARC.***
- ***Refer an ARC transferee to any other real estate agent or realty brokerage firm without the specific instruction of ARC.***
- ***Refer an ARC transferee to any temporary housing provider without first consulting ARC.***
- ***Have an ARC transferee sign a buyer/broker agreement for a specific length of time or guaranteeing any sort of commission or compensation.***

AMERICAN RELOCATION CONNECTIONS

Destination Status Report

Please return to: daniel.yang@arc relocation.com



Fax: 703-352-9704

Transferee:
File #:

Selling Agent:
Company:
Phone No.:
Fax No.:

(To be completed and returned after initial contact with the referred customer)

House Hunting Trip Date:

Price range:

Areas of interest:

Special Needs

Any needs or requests you are unable to perform?:

(To be completed and returned within 24 hrs of contract ratification)

Date of Ratification: ____/____/____

Close Date: ____/____/____

Purchase Price: \$ _____

If New Construction – Base Price: \$ _____

Total Price with Upgrades: \$ _____

Commission Paid On (check one) – Base Price: _____ Total Price with Upgrades:

Commission: _____ % List Split: _____ % Sell Split: _____ %

Referral Fee: \$ _____

****Notify ARC if commission is to be paid on amount other than line 401 of HUD-1.**

Name of Closing Entity: _____

Closer _____

Phone No.: _____



(Please list all inspections being conducted and the date they will be performed)

Inspections

Type	Date Scheduled
1) _____	____/____/____
2) _____	____/____/____
3) _____	____/____/____
4) _____	____/____/____
5) _____	____/____/____

****Please attach and return along with this status report a copy of the ratified contract of sale****

****Please inform ARC of any changes to the contract – sales price, commission, closing date, etc. These changes could affect ARC's benefits to the transferee****

www.ARCrelocation.com

Main Line 703-352-9701

**WE PUT RELATION
IN RELOCATION**

AMERICAN RELOCATION CONNECTIONS