

# **C. A. R. E., Inc.**

(a non-profit organization)  
*Mortgage Foreclosure Mediators*

## **SHORT SALE CONTRACT**

**This contract states you are hiring CARE to work with your banks to reduce your mortgage pay-off and have a short sale approved so you can sell your home.**

*No fee is due at the time of signing of this contract!*

**When the short sale is approved, you as the seller, will be able to walk away free and clear of liens. The banks will pay your closing costs to sell the home. If you have a 2nd/3rd lienholder that wants additional funds we will look at all alternatives without you spending any money at closing.**

**CARE offers a 100% full service to work with all parties in this transaction to reduce the amount of stress on your part. We work with all of the lienholders, real estate agents, buyers, buyers mortgage company, title company and set up closing. We even work after closing to confirm all docs received by lienholders.**

**Please state if you have an agent at this time.**

**I have an agent. We work to get 2.5% commission paid.**

**I do not have an agent. If you should decide or we hire an agent to list your property the commission is split on the listing side. If the listing agent sells the home they will receive a 2% commission.**

### **1. Introduction**

It is our pleasure to offer you this non-exclusive Contract as a Mortgage Foreclosure/Short Sale Specialist with C.A.R.E., Inc. This Contract and any applicable Sales Policies constitute the entire terms of the contractual relationship between both parties.

## **2. Relationship and Duties**

You, as the homeowner will not be obligated to pay anything for our services for your short sale, unless a default occurs.

We work with all lienholders to get an approval, so the buyer can purchase the home at the fair market value compared to the original pay-off amount; your closing fees are included on the HUD1 closing statement.

If you have no agent representing you at this time, our duty is to assist you to market the home, talk to all buyers/buyers agent and hire a listing agent for you, if needed.

If you do have an agent, when we start processing the short sale our fee is 1% paid out of commissions and if the purchase price is less than \$250,000 the buyer will pay the difference of our fee. If you hire an agent after the short sale process has been approved the agent will be paid .5%. If you hire a real estate agent during the short sale process the commission will be split in half and the difference of the amount will be paid by the buyer.

## **3. Consultation Fees**

CARE is a non-profit organization where we receive no government funding to assist families in foreclosure.

If you should default once we have an approval you will be responsible to pay our services of \$2,500.

## **4. Default**

- a) You no longer want to sell your home and decide to rent out your home.
- b) You hired a realtor / agent that does not want to work with our organization.
- c) You are working with an outside source that does not need our service.
- d) You decided to sell the home yourself & handle the sale.

## **5. Referrals**

Any referrals you make and CARE is able to complete the transaction, we will pay you \$250. If you provide more than 5 clients on a monthly basis for 6 consecutive months we will pay 20%.

**6. Confidentiality**

CARE will not disclose any personal information to anyone that is not authorized to speak on your behalf.

All confidential and proprietary information relating to the business of CARE, whether prepared by you or otherwise coming into your possession, shall remain the exclusive property of CARE.

In the event of a breach or threatened breach by you of the provisions of this section, CARE may seek injunctive relief and / or monetary damages, in addition to any other remedies available in law or in equity.

**7. Indemnification**

You agree to indemnify and hold harmless CARE, its subsidiaries and their respective officers, directors and employees to the fullest extent permitted by law, from and against any and all losses, claims, damages, obligations, penalties, judgments, liabilities, costs, expenses, including without limitation, costs, expenses and legal fees, which it may incur in defending against any claims or legal actions, which may be brought against it, caused by, relating to, based upon, arising out of or in connection with, any action which may be taken or brought against CARE by or on behalf of You on any matter related to the services contemplated by this Contract or any other actions taken pursuant to the terms of the services undertaken hereby except in instances of willful misconduct or gross negligence on the part of CARE.

Homeowner \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_  
Date \_\_\_\_\_

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