Short Sale Negotiation Fee Disclosure/Agreement





This agreement is made between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Short Sales Negotiator)** and buyer(s).

The above-named negotiator has extensive expertise in the area of short sale negotiation. 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 the subject property:

*(property address)*

In exchange for said services and upon the successful sale of the subject property, the Negotiator earns a fee of **\_\_\_\_\_\_\_\_\_\_\_**. This fee typically gets paid from the transaction and not from the homeowner directly. (The homeowner never pays). Every attempt is made to collect this fee from the servicer/bank on the transaction, but if the servicer/bank refuses to pay or reduces the fee, the **buyer(s) agrees to pay the difference up to the total amount of the fee.**

This fee will be disbursed by the settlement company as part of the natural course of closing the transaction. This fee is contingent upon the successful negotiation of the short sale. If the short sale is not approved, no fees are due.

If the bank/servicer is not willing to pay any or all the amount required, and if indicated below, the buyer also agrees to pay the following.

🞎 Condo/HOA dues or assessments, owed by the seller up to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  
🞎 Any seller related closing costs up to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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. I agree to hold the negotiator, sellers, real estate brokers, and agents involved in this transaction harmless from all activities that are performed.

Agreed to on this date by the undersigned,

Seller Name (Print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer Name (Print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller Name (Print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer Name (Print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FORM Z**