



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, (Negotiator/Consultant/'CSSG') on \_\_\_\_\_ (date).

The Buyer acknowledges that Capital Short Sale Group specializes in short sale negotiation and processing. CSSG and its employees do not provide legal, tax, accounting, or other professional advice and are not licensed attorneys, licensed tax or credit professionals. The services provided are not a substitute for obtaining independent legal or tax advice.

Property Address

The Buyer agrees to pay a **short sale negotiation fee equal to 2% of the purchase price, with a minimum fee of \$6,000.00**, whichever is greater, to CSSG upon the successful negotiation and closing of the short sale and shall be paid at or before settlement. **If the short sale is not approved or the transaction does not close, no fee shall be due.**

Buyer authorizes the settlement company to collect the Short Sale Negotiation Fee on the settlement statement as a Buyer expense. If the short sale lender requires removal of the fee from the settlement statement, Buyer agrees to wire the fee directly to Capital Short Sale Group no later than 24 hours prior to closing using the wire instructions provided. Failure to remit the fee may result in cancellation of the closing and termination of the transaction. If funds are received by CSSG and the transaction does not close, CSSG shall refund such funds within fourteen (14) business days.

CSSG will attempt to reduce the Buyer's out-of-pocket expense by negotiating for lender-approved closing costs, including but not limited to buyer credits, transfer taxes, tax proration, title insurance, settlement fees, or similar items, though none of these are guaranteed and is determined by the lender. The Buyer remains responsible for the entire fee even if we cannot get any of the above fees covered.

Buyer acknowledges that there is no guarantee that a short sale approval will be obtained or that the transaction will close. Buyers agree to hold harmless the Seller, Realtors, Negotiator, Capital Short Sale Group, LLC and all employees from any claims, losses, or liabilities arising from the short sale process or related activities.

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Rebecca Ravera Date  
Capital Short Sale Group, LLC





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### **Contact Information**

To ensure all parties stay informed throughout the short sale process, Capital Short Sale Group, LLC provides status updates every Friday afternoon unless otherwise advised. If there are additional individuals who should receive updates (partner, assistant, transaction coordinator, title company representative, attorney, etc.), please provide their information below.

#### **Buyers Agent**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

#### **Buyers Agent Assistant/Transaction Coordinator**

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

#### **Buyer**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

#### **Buyer**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

#### **Title Company**

Company: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

#### **Additional Contact:**

Company: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_