



Loss Mitigation Fee Agreement
Buyer

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, I understand that the Loss Mitigation Company does not give advice (legal, tax, or otherwise). I understand that the Loss Mitigation Company 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 Buyer agrees to use 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 subject property, the Buyer/Purchaser agree(s) to condition the closing upon a consulting fee of 1% of the purchase price with a minimum charge of \$2,500 (whichever is greater) to be paid to Capital Short Sale Group, LLC. This fee is paid at the time of the closing on the settlement statement. 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 and closing fee) on the settlement statement at closing. Negotiator shall also request the Lender to pay for closing costs. 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 1% Loss Mitigation Fee or \$2,500.00 (whichever is greater). The Buyer is responsible for any shortfall if the amount of Lender approved Seller paid closing costs does not cover the remaining Loss Mitigation Fee. Buyer authorizes the title company to put that



remaining portion of the Loss Mitigation Fee as a Buyer's expense on the HUD as outlined above.

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 Realtor, Negotiator and the Loss Mitigation Company harmless from any and all activities that are performed.

Agreed on this date by the undersigned,

CAPITAL SHORT SALE GROUP, LLC

By: _____
Buyer/Purchaser's signature

Date

By: _____
Buyer/Purchaser's signature

Date