

## MARKETING AGREEMENT

This Marketing Agreement (“Agreement”) is entered into by and between the undersigned **Listing Broker** and **USA Home Buyer Auctions LLC, d.b.a. EZ Real Estate Offer Burns Realty Group (the “Agency”)**, with a principal office address of 419 Main St. Grafton, Ohio, 44044. The Listing Broker and the Agency (each, a “Party” and collectively, the “Parties”) agree as follows:

**I. The Listing Broker.** The Listing Broker is a licensed real estate broker in the State of Ohio. In accordance with Ohio law, the Listing Broker is duly qualified to solicit real estate as a service to the general public.

**a.) Status.** The Parties agree that the services provided are as an independent contractors and no other legal relationship exists or is implied.

**b.) Licensing.** At the Listing Broker’s own expense, he or she will be required to remain in “good standing”, or the State’s equivalent, through the term of this Agreement. In the event the license issued to the Listing Broker is revoked suspended, or not renewed for any reason, then this Agreement shall automatically terminate.

**c.) Marketing Consent.** The Listing Broker shall be responsible for obtaining the written consent of the owner(s) of all real estate that Listing Broker submits to the Agency for advertising on the bidding platform [www.EZREOffer.com](http://www.EZREOffer.com) Listing Broker shall indemnify, defend, and hold harmless the Agency from any claim by owner(s) of real estate arising out of or related to advertising or bidding on the bidding platform.

**II. Fair Housing Requirements.** The Agency is committed to full compliance with all Federal and State Fair Housing Laws. It is illegal to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

**III. Buyers Premium & Payment of Marketing Fee.** A Buyers Premium of 6% shall be added to any accepted bid amount to determine the Total Sales Price and collected in escrow at closing. From that 6% Buyers Premium:

- 1% will be the marketing fee paid to the Agency (the “Marketing Fee”) for advertising the property on the bidding platform.
- 5% shall be paid to the Listing Broker (if the Buyer is unrepresented or if the Listing Broker is a dual agent) or split equally between the Listing Broker and the Buyer’s broker, if the Buyer is separately represented.

• **Example Accepted Bid Price with Buyers Premium:**

Accepted Bid Price of \$100,000

6% Buyers Premium ( $\$100,000 \times 6\%$ ) = \$6,000

Total Purchase Price \$106,000

1% of Buyers Premium = \$1,000 Paid to the Agency as the Marketing Fee

5% of Buyers Premium = \$5,000 Paid to Listing Broker (and Buyer’s Broker, if applicable)

**Protection Period.** Should any real estate advertised on the bidding platform sell within 120 days after the real estate is removed from the bidding platform to any Buyer that submitted a bid on the real property while it was on the bidding platform, the Listing Broker shall be liable to pay a 1% Marketing Fee on the total value of any such sale to the Agency. Any amounts not paid by Listing Broker when due under this Agreement shall accrue interest at the rate of 1.5% per month, plus the Agency’s reasonable attorney’s fees incurred in collection.

**IV. Referral Leads – Listing Leads and Buyer Leads.** From time to time, the Agency will offer a listing lead and or a buyer’s pre-approved lead. These leads are provided to the “Listing Broker” in exchange for a referral fee of 1% of the total sale price to be collected in escrow and paid at closing.

• **Example of Referral Lead:**

Sold Contract Price: \$ 200,000

1% of Sold Price = \$2,000 Paid to the Agency as the Referral Fee



