



Service & Terms Agreement

Updated 1/2025

Congratulations and thank you for choosing Swiftly TC as your trusted transaction coordinator expert! We are committed to providing a high level of expertise, professionalism, and ease with every transaction. To complete our mission, it will take cooperation from you, the Agent (named "Agent" throughout this agreement). Please read and adhere to this agreement to ensure a smooth and high quality experience.

Standards and Expectations of Agent

To ensure the success of the partnership, agents are expected to:

- Provide complete and accurate initial transaction information and documentation
- Communicate promptly regarding questions or clarifications
- Respond to transaction-related communications within 2 business days
- Be professional, courteous, and patient when interacting with TC and other parties
- Review all documents for accuracy and commit to open communication with the TC as a partnership
- Negotiate, advocate, and explain all agreements and processes to your buyers and/or sellers
- CC your TC on all communications and forward any emails your TC is not included on
- Immediately alert your TC regarding any changes, extensions, amendments, or cancellations
- Arrange or schedule any appointments (listing photos, inspections, appraisal, showings, final walkthrough, etc...)
- All negotiations
- Remain familiar with and adhere to all relevant real estate laws and regulations
- Avoid urgencies by working with TC to handle contingency removals prior to the deadline
- Verify that all paperwork complies with local, state, and federal requirements
- Act ethically and with integrity in all business dealings
- Provide the TC access to necessary accounts needed (MLS admin access, Agent logins for broker compliance, etc...)

Relationship and Communication

It is understood that Swiftly TC and all staff are independent contractors and not employees of the Agent or Broker. We welcome phrases like, "teaming with (name of TC)" or "partnering with my TC" in communication.

The TC's daily schedule and hours worked under this agreement on any given day shall generally be subject to the TC's discretion. The TC does agree to be available to provide services M-F, 8-5 (excluding federal holidays) and will regularly monitor email. Generally, all non-urgent requests will be handled same or next business day. Email is always the best means of communication with your TC. We encourage agents to handle "URGENT" tasks outside of business hours. We cannot always accommodate "URGENT" requests immediately, even within business hours. If there is a truly urgent task that you are unable to accommodate due to extenuating circumstances (no cell service, family emergency, etc.), please text Sara U for assistance. Our TCs practice "time blocking" and "task batching". Tasks are handled during designated time blocks each day. This is business practice because it is a great tool to accomplish more tasks in less time. Our goal is to develop long term relationships with you, our Client. We aim to be flexible and supportive to your needs. During quarterly reviews, we will discuss your/our experience and make adjustments as needed. Swiftly TC reserves the right to refuse service or terminate this service agreement at will but with notice.

Confidentiality

The TC will not disclose, share or use any client information for any purpose other than what is outlined in this agreement. Any information learned about the business or practices of the Agent will not be divulged with any other party and shall not be used for any personal or professional benefit of the TC or Company. Swiftly TC uses cloud based encrypted software to manage all files and access is only granted to employees of Swiftly TC. All information is secure and confidential. TCs will also not use any Agent log in credentials for any other purpose than what is outlined in this agreement. The owner is licensed, but will only use that license for friends/family transactions or in a referral capacity. Our templates are proprietary and are not to be copied, reproduced or used for any purposes other than with Swiftly TC.

Fees

Invoicing is done bi-weekly or to your preference. If payment is not received within 30 days of bill date, a \$25 late fee will be added each week and no new files will be started until payment is received. If payment has not been received after 30 days, Agent's broker may be notified. You will also receive a year end statement from Swiftly TC annually in January for tax purposes. Payment may be received by credit or debit card through your invoice. You will not have to pay any card fees as we eat the cost of those.

Hold Harmless

The Agent agrees to hold harmless Swiftly TC from any and all claims which may arise out of and in the course of the performance of the TC duties. Swiftly TC shall not be held liable for errors including but not limited to typographical, email, publishing, print, and copy/paste. Agent assumes responsibility for all information regarding clients, and will be ultimately responsible to review all content for accuracy. Swiftly TC also reserves the right to refuse requests for performance of any duties deemed questionable, illegal or otherwise unethical. Additionally, Swiftly TC does carry E & O specifically for Real Estate Transaction Coordinators.

Service Level Expectations:

Real Estate Transaction Coordination Services

Introduction

This document outlines the service level expectations (SLEs) provided by Swiftly Transaction Coordination to real estate agents. These expectations ensure seamless communication, compliance, and efficient handling of real estate transactions, contributing to a successful partnership between the transaction coordinator and the agent.

Scope of Services

Swiftly Transaction Coordination offers the following services to support real estate agents:

1. Document Management

- Review, organize, and ensure the completeness of all transaction documents.
- Manage the transaction in the agent's broker compliance software.
- Collect signatures for documents pertaining to the transaction.

2. Timeline Management

- Create and manage transaction timelines.
- Send reminders to all parties regarding important deadlines, such as contingency removals, inspections, and closing dates.

3. Communication

- Serve as a point of contact between all parties (clients, agents, escrow, lenders, etc.) to facilitate efficient communication.
- Respond promptly to inquiries:
 - Emails - same business day
 - Checking contracts in - same business day if received before noon. Monday morning if received over the weekend
 - Drafting and sending documents for signature - in order of urgency (ie: inspection notices: same day; amendments may not be done same day unless urgently needed for closing)
 - If request received after business hours, expect a response on the next business day
 - See Page 2 for urgent requests

4. Contract and Escrow Support

- Ensure accuracy and completeness of contract and related documents.
- Coordinate with title companies to verify transaction details.
- Send title commitments and settlement statements to clients for their review.

5. Problem-Solving

- Identify potential issues and proactively address them.
- Promptly communicate with agents and other parties to resolve challenges effectively.

6. Closing Coordination

- Confirm all closing details and verify the completion of required documents.
- Assist with the scheduling of closing with clients.
- Coordinate the distribution of final paperwork to all parties.
- Request client reviews on behalf of the agent.

Service Standards

To maintain the highest level of professionalism and reliability, Swiftly Transaction Coordination adheres to the following service standards:

1. Responsiveness

- Acknowledging all emails, calls, and messages within 1 business day.
- Prioritizing urgent matters to ensure timely resolutions.

2. Accuracy

- Applying a meticulous review process to all documents to ensure compliance and completeness.
- Conducting regular audits of transaction files to maintain quality assurance.
- Striving diligently to minimize clerical errors while maintaining high standards of accuracy.
- Ensuring all necessary documents are complete, accurate, and properly executed.

3. Proactivity

- Sending timely reminders and follow-ups to agents and transaction participants to keep transactions on track.
- Anticipating potential delays or issues and addressing them promptly.

4. Confidentiality

- Handling all client and transaction information with the utmost confidentiality and in compliance with privacy laws.

5. Deadlines

- Monitoring and ensuring adherence to critical deadlines, such as contract contingencies and closing dates.

6. Client Interactions

- Maintaining professionalism and courtesy when interacting with clients and other parties.
- Ensuring confidentiality regarding sensitive client information.

7. Checklist Management

- Developing and maintaining transaction checklists to ensure nothing is overlooked.
- Reviewing checklists regularly to verify completion of tasks.

Feedback and Communication

Feedback is essential for continuous improvement. Agents are encouraged to provide regular feedback on services and address any concerns directly with the transaction coordination team. The option to have quarterly performance reviews is available to assess and refine service quality. We will send out an email each quarter with available times to schedule a Google Meet if you wish. These are not mandatory and are for your benefit.

Conclusion

By adhering to these service level expectations, Swiftly Transaction Coordination aims to provide exceptional support to real estate agents, enabling them to focus on their core responsibilities and ensuring smooth and successful transactions. This partnership fosters trust, efficiency, and client satisfaction in every transaction.

Signature of both parties. By signing this Agreement, Agent agrees to all terms and conditions of this Agreement.

Agent

Name printed: _____

Email: _____

Sara Unger on behalf of Swiftly TC

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