

PRIME HOME CHECK

Transaction Coordination Service Agreement

Prime Home Check LLC · 30450 Haun Road #1048, Menifee, CA 92584 · primehomecheck.com

This Transaction Coordination Service Agreement ("Agreement") is between **Prime Home Check LLC**, a California limited liability company ("PHC"), and the real estate licensee identified in the signature block ("Client"). It governs every transaction file Client submits to PHC and PHC accepts.

1. Services. For each accepted file, PHC provides administrative transaction coordination: opening and maintaining the transaction file; calendaring and tracking contract deadlines and contingency dates; collecting, organizing, and routing documents for signature; following up on disclosures; coordinating with escrow, title, lenders, and the other party's agent on administrative matters; providing status updates; and assembling a complete file for broker review. PHC's services are strictly administrative, consistent with the California Department of Real Estate's guidelines for unlicensed assistants, and are performed with the knowledge and consent of Client's responsible broker.

2. What PHC Does Not Do. PHC does not: draft the terms of offers, counteroffers, or addenda; negotiate or discuss price, repairs, credits, or any other transaction term; advise whether or when to remove a contingency; explain the content, relevance, or significance of any document to any principal; handle, hold, or instruct on funds; instruct escrow on anything other than the administrative delivery of documents and status; or give legal, tax, or real estate advice. PHC does not act as an agent or representative of Client, any principal, or any other party to the transaction. No licensed activity is performed or offered under this Agreement, regardless of any license held by PHC's personnel.

3. Client Responsibilities. Client remains solely responsible for all activities requiring a real estate license and for the substance, accuracy, and timeliness of all disclosures, representations, negotiations, and decisions in the transaction. Client will (a) deliver the fully executed contract, all counteroffers and addenda, and party contact information within one business day of acceptance and of any later change; (b) provide timely and accurate information throughout the file; (c) obtain any signatures PHC cannot administratively route; and (d) review every document and deadline summary PHC prepares. Any question requiring professional judgment will be escalated to Client and, where appropriate, to Client's responsible broker — never resolved by PHC. Client represents that Client's responsible broker is aware of and consents to PHC's administrative assistance on Client's files.

4. Turnaround and Communications. PHC acknowledges new files within one business day of receipt and works files during business hours (Monday through Friday, 9:00 a.m. to 6:00 p.m. Pacific, excluding holidays). PHC is not a 24/7 service. Deadlines are calendared from the documents Client delivers; PHC is not responsible for any deadline affected by late, incomplete, or inaccurate information from Client or any third party, or by Client's failure to act on a PHC notice.

5. Fee and Payment.

(a) Fee. PHC's fee is **\$350 per standard single-side residential file**, earned and payable at close of escrow. **If a file cancels or does not close, no fee is due.** Non-standard files (dual representation, probate or trust, short sale or REO, multi-unit, or rush) are quoted in writing at file open before PHC begins work; absent a written quote, the standard fee applies. Any introductory or discounted rate applies only to the file(s) expressly stated in writing and reverts to the standard rate thereafter.

(b) Withdrawn Files. If Client withdraws a file from PHC before close and the same transaction closes within 60 days of withdrawal, the fee is due at that close.

(c) Payer and Method. At file open, Client designates the payer (Client or Client's brokerage). Payment through escrow is available only where permitted by applicable DRE and DFPI guidance and accepted by the escrow holder — generally, where a transaction principal has authorized the fee in writing (for example, in the purchase or listing agreement or an addendum). Client is responsible for any disclosure of the fee required by law or by Client's broker. Otherwise PHC invoices the designated payer at close, due within 10 days. Client remains responsible for the fee if escrow or the brokerage does not pay it. Amounts not paid within 30 days of the due date incur a one-time \$25 late charge plus interest at the legal rate, and PHC may decline new files from Client while any amount is past due.

6. Limitation of Liability. PHC's total liability arising out of or relating to this Agreement or any file shall not exceed the **greater of \$350 or the total fees paid by Client to PHC in the twelve (12) months preceding the claim**. PHC is not liable for indirect, consequential, special, or punitive damages, or for lost commissions, lost profits, or the loss of a transaction. PHC is not liable for the acts or omissions of escrow, title, lenders, inspectors, the other party or its agent, or any other third party. Nothing in this Agreement limits liability for fraud, gross negligence, or willful misconduct, or any liability that cannot be limited under California law, including Civil Code section 1668.

7. Indemnification. Client will defend, indemnify, and hold harmless PHC and its members, managers, employees, and contractors from any claim, loss, or expense (including reasonable attorney fees) arising from (a) Client's performance of, or failure to perform, any licensed activity, disclosure, or other obligation in a transaction; (b) information or documents Client provides; (c) any claim by a principal, broker, or other party to a transaction Client submits; or (d) Client's breach of this Agreement — except to the extent caused by PHC's gross negligence or willful misconduct.

8. Relationship; No Third-Party Beneficiaries. PHC is an independent contractor engaged by Client's real estate business and is not Client's employee, partner, or agent. This Agreement is solely between PHC and Client. No principal, broker, or other person is a third-party beneficiary of it.

9. Confidentiality, Data, and AI. PHC keeps transaction information confidential and uses it solely to perform services under this Agreement, per PHC's privacy policy at primehomecheck.com/privacy. PHC uses AI-assisted software to organize, extract, and track information from transaction documents; PHC personnel review that output, and Client remains responsible for reviewing all documents. Any optional participation by transaction principals in PHC's property record program is separately and individually consented by those principals, is never a condition of PHC's services, and is not affected by this Agreement.

10. Text Messaging Consent. By signing this Agreement and providing a mobile number below, Client consents to receive text messages from Prime Home Check LLC about Client's files, including file status, deadline reminders, document requests, and replies to Client's own messages. Message frequency varies with file activity. Message and data rates may apply. Reply STOP to opt out at any time and HELP for help. Consent to receive text messages is not a condition of PHC's services. Carriers are not liable for delayed or undelivered messages. PHC's privacy policy is at primehomecheck.com/privacy and its text-messaging terms are at primehomecheck.com/sms-terms.

11. Term and Termination. This Agreement continues until either party terminates it by written notice. Files open at termination continue under this Agreement through close unless Client withdraws them in writing (no fee on withdrawn files, subject to Section 5(b)). Termination does not affect fees due on files that close.

12. Non-Solicitation. During this Agreement and for 12 months after, Client will not solicit any PHC personnel who performed services on Client's files to provide transaction coordination services outside of PHC.

13. Disputes. This Agreement is governed by California law. Venue is the state courts of Riverside County, California; either party may bring a qualifying claim in small claims court. The prevailing party in any action to enforce this Agreement recovers reasonable attorney fees and costs.

14. General. This is the entire agreement between the parties and may be amended only in writing. If any provision (including Section 6) is held unenforceable, it is modified to the minimum extent necessary and the remainder stays in effect. Sections 5 through 10, 12, and 13 survive termination. Client may not assign this Agreement without PHC's written consent; PHC may assign it to a successor entity. Notices may be given by email to the addresses below. Electronic signatures and counterparts are valid and binding.

EXECUTION

Agreed and accepted by the parties as of the last date signed below.

☐ I agree to receive text messages from Prime Home Check LLC as described in Section 10.

Mobile number Initials

CLIENT	PRIME HOME CHECK LLC
Signature	Signature
Printed name	Printed name
DRE license no.	Title
Brokerage	Email
Email	Date
Date	