

RealVitalize Program
Participation Agreement

Property Owner Name(s): _____ Email: _____

Property Address: _____

Listing Price: \$ _____

Listing Side Real Estate Commission: ____%

Listing Expiration Date: _____

Agent Name: _____ Agent Email: _____

Agent Office Address: _____

This *RealVitalize* Participation Agreement (“Agreement”) is entered into between _____ (“Owner”, “You”, or “Your”) and Coldwell Banker NRT *RealVitalize* LLC (“CB *RealVitalize*”) for the above referenced property (“Property”), which is exclusively listed for sale with Coldwell Banker Realty (“Broker”) (the “Listing Agreement”). The *RealVitalize* Program (“*RealVitalize*” or “Program”) is designed to assist You in making enhancements to Your Property that may make Your Property more valuable and appealing to buyers. By executing this Agreement, the parties agree to the following terms and conditions:

1. As a participant in the Program, You are eligible for the following:
 - Consultation with Your listing agent on potential Property enhancements to prepare it for the market; and for insight into enhancements that may increase the value of your Property and may make Your Property more appealing to buyers.
 - If requested, Broker will assist You with securing professionals who are members of the HomeAdvisor’s Network (“HomeAdvisor Service Professionals) to perform any agreed upon non-structural work to the Property. Approved Work is defined as non-structural enhancements made to the Property listed with Broker by a HomeAdvisor Service Professional whose estimates are approved by CB *RealVitalize* (solely for Program eligibility) and then subsequently approved and hired by You to perform such non-structural enhancements (“Approved Work”). For more information about HomeAdvisor and their available services visit www.homeadvisor.com.
 - CB *RealVitalize* will pay the costs of the Approved Work up to an amount equal to the Listing Side Real Estate Commission of the Listing Price (“Cost Cap”) but not to exceed Fifty Thousand Dollars (\$50,000). For example, if the total commission set forth in the listing agreement is 7% and one half of that is offered to cooperating brokers, the Cost Cap for Approved Work is 3.5% of the Listing Price set forth in the Listing Agreement but not to exceed Fifty Thousand Dollars (\$50,000). CB *RealVitalize* shall not be responsible to pay for any work that is not Approved Work or that is in excess of the Cost Cap.

2. As a participant in *RealVitalize*, You agree that:

- All Approved Work must be performed by a HomeAdvisor Service Professional. To begin the process, You will contact HomeAdvisor by calling (888-588-8432) or emailing RealVitalize@homeadvisor.com and identifying yourself as a CB *RealVitalize* participant. You will receive any estimates from a HomeAdvisor project consultant for the work you wish to have performed after those estimates have been approved by CB *RealVitalize* as meeting the Program criteria and the terms of this Agreement.
- You will enter into written agreement(s) with your selected Service Professionals for the Approved Work.
- At the closing of the sale of the Property, You will pay Broker from Your net proceeds for all of the Approved Work paid for by the *RealVitalize Program*. If for any reason Your net proceeds are insufficient to pay *RealVitalize* in full, the entire net proceeds shall be paid to Broker and You will remain liable to promptly repay the balance. In the event the Property is not sold while the Listing Agreement is in effect, or if the Listing Agreement is still in effect for a period of 12 months or more, based upon the original term or by extension, You will be responsible for paying Broker an amount equal to the amount the *RealVitalize* program paid for the Approved Work within 15 days of (i) the Listing Agreement no longer being in effect or (ii) or on the 12th month of a Listing Agreement still in effect upon notification by the Broker of the expiration of the 12 month period. Broker shall have no obligation to make any further payments for Approved Work that is completed and invoiced after the Listing Agreement is no longer in effect for any reason or expiration of the 12 month period.
- Your *RealVitalize* repayment obligations will not affect your obligations to Broker (including payment of Broker's compensation), which obligations are independent and will remain in effect in accordance with your Listing Agreement.
- You will not encumber the Property in any way at any time after entering into this Agreement until such time as all *RealVitalize* payments are repaid by You.
- You will determine with your HomeAdvisor Service Professional(s) if any permits or approvals (collectively, "Permits") are necessary for the Approved Work. If your HomeAdvisor Service Professional can obtain and pay for the Permits, then such cost can be included as Approved Work up to the Cost Cap. If the Permits need to be obtained and paid by You then such cost cannot be included as Approved Work and should be obtained and paid by You.
- If you deem necessary, you will (at Your cost) consult with relevant advisors other than CB *RealVitalize* and Broker, such as a licensed appraiser, architect, or engineer for professional opinions about potential and actual Property enhancements and any potential for increases in marketability and value.

3. You represent, warrant, and agree that:

- You are the sole owner(s) of the Property, or authorized representative(s), and as such are authorized to enter into this Agreement and to engage the services of the HomeAdvisor Service Professional(s) for the Approved Work.
- Notwithstanding anything to the contrary contained herein, neither CB *RealVitalize*, Broker or their respective employees, representatives, or sales associates shall be deemed to be general or other type of Licensed Contractor(s).
- Nothing contained herein shall be deemed to be an amendment or modification to the Listing Agreement, which remains in full force and effect.
- CB *RealVitalize* and Broker make no representations, warranties or guarantees of any kind regarding (i) the quality, reliability, licensure or insurance of any Home Advisor Service Professional (or their sub-contractor(s)), (ii) the quality, timeliness, workmanship, materials, and results of the Approved Work, or (iii) the effect, if any, that the Approved Work will have on the Property's selling price or otherwise.
- You hold CB *RealVitalize* and Broker (and their respective officers, directors, employees, agents, and insurers) harmless from any claims of any nature for damages or losses of any nature (including personal injury) that in any way relate to *RealVitalize* or the Approved Work.
- CB *RealVitalize* has disclosed to You that Broker is an affiliated company and therefore Your participation in *RealVitalize* may provide a financial or other benefit to Broker.
- CB *RealVitalize* may assign this Agreement at its sole discretion and at any time to any of its subsidiaries, affiliates or parent companies without notice to or consent from You. You may not assign this Agreement or transfer your obligations hereunder without the express written consent of CB *RealVitalize*.
- Participation in *RealVitalize* is voluntary and is not required to list Your Property with Broker.
- You will ensure that all record owners of the Property have signed this Agreement and agree to be jointly and severally liable for *RealVitalize* repayment obligations.
- If You are married and Your spouse is not a record owner of the property, he or she will sign this Agreement agreeing to be jointly and severally liable hereunder.
- You agree to consult with legal and tax professionals for any legal or tax advice concerning *RealVitalize* and any enhancements.
- You agree to promptly notify CB *RealVitalize* in writing if a foreclosure proceeding is commenced or You receive notice of default under any instrument encumbering the Property. In either event, CB *RealVitalize*

shall have no further obligation to pay for any Approved Work not yet completed and invoiced.

- Notwithstanding that CB *RealVitalize*, Broker, and/or their respective agents and representatives may have offered opinions and recommendations to you about specific or general enhancements and the potential for such enhancements to increase the value of your Property, the final decision relating to enhancements is Yours (provided it otherwise meets Program eligibility criteria) and You will not rely on those opinions and recommendations in entering into this Agreement or in making your final determination.

4. In the event You breach this Agreement or the Listing Agreement, all *RealVitalize* payments already made shall be subject to your immediate repayment and CB *RealVitalize* shall have no further obligation to make any additional payments.

5. This Agreement may be executed electronically, in counterparts and via facsimile. This Agreement reflects the entire agreement with respect to *RealVitalize* and can only be modified in writing.

This is intended to be a binding agreement. If you have any questions, consult an attorney before you sign.

Accepted and Agreed to By:

Property Owner

Coldwell Banker NRT *RealVitalize* LLC

Print Name: _____

By: An Officer of Coldwell Banker NRT *RealVitalize* LLC

Date: _____

Date: _____

Property Owner

Print Name: _____

Date: _____