SELLER'S CLOSING & TITLE SERVICES AGREEMENT

Covenant Closing & Title Services, hereinafter **Covenant**, has deployed a unique program to benefit the sellers of real property in the state of Florida. Whereas, Seller wishes to sign up for Covenant's **QuickClose™ Program**:

Terms of Agreement

Covenant and the undersigned seller(s) hereby agree to the following:

- Subject to the disclosures below, Seller agrees to use Covenant for all Closing and Title Services associated with this property.
- Seller agrees to pay the ***QuickClose*** **fee of $295,** at closing or upon cancellation. There will be no fee charged if the property fails to sell during the term of this agreement.
- Covenant will provide Seller's estimated HUD statement.
- Covenant will provide various marketing materials, including: Matterport 3D virtual tour, aerial drone photography (where allowed), single page property website, still photographs (from within 3D tours only).
- Covenant will provide preliminary title insurance commitment, with exceptions, within 3 days of receipt of a fully executed and complete **QuickClose Program's Seller Information Sheet**.
- Covenant will identify existing title issues by providing preliminary title insurance report.
- Covenant will track the resolution of outstanding title issues (resolution may require Seller to engage other parties and or outside legal counsel and or additional fees may be incurred to clear title).
- Covenant will provide regular title updates until title issues are resolved.
- Covenant will send "**Clear-to-Close"** notification when title issues are resolved, and file is complete. Clear-to-Close status will need to be reviewed, updated and revised when purchase contract is received.
- Covenant will receive and review purchase contract terms and conditions in preparation for closing.
- Covenant will provide secure wiring instructions to a regulatory compliant escrow trust account.
- Covenant will reconcile estimated HUD with purchase contract.
- Covenant will confirm and schedule closing date with all parties.

Disclosures

Covenant strongly recommends that Seller(s) seek the advice of a real estate broker, attorney, accountant or other qualified professionals for any clarity or understanding needed regarding real estate contracts. Covenant is not responsible for errors in documents processed by other parties. **Seller's Initials**

- This Agreement is a standalone agreement and not part of any Real Estate Brokerage or Listing Agreement. Covenant is not a Real Estate Brokerage. Covenant is not a law firm. _____ _____
- Covenant is an agent for the Title Insurance Company, and does not represent the Seller, Buyer, Realtor or any other third party. This Agreement does not create an agency relationship between Covenant and Seller or between Covenant and any other third party. Covenant is a neutral third party for the Closing and does not represent either the Seller or the Buyer in any transaction. _____ _____
- Covenant cannot provide legal advice and is not authorized to practice law. Covenant cannot assist in or draft legal contracts. It is highly recommended that the Seller seek legal guidance regarding real estate contracts. _____ _____
- Seller has the right to seek legal counsel before signing this Agreement. _____ _____
- Seller may cancel this Agreement, subject to payment of the QuickClose fee of $295, if a Buyer requires another provider for Closing and/or Title Services. _____ _____
- Payment of the QuickClose program fee entitles Seller, during the term of this agreement, to various property materials and early opening of title and escrow to expedite closing. Parties will be charged the rates filed with the Florida Department of Insurance for Title Insurance. Seller receives no reduction in the cost of Closing or Title Services by signing up for this program. _____ _____
- Seller acknowledges that enrollment in the QuickClose Program is not a requirement for obtaining Closing and/or Title Services. _____ _____

Seller will be charged the ***QuickClose*** fee ☐ at Closing, or ☐ Outside of Closing (if outside closing make check payable to Covenant Closing & Title Services)

Contract & Closing Documents

Below is a list of documents that **may** be part of your transaction. Please take great care and diligence to ensure that you have read and understand all documents that are part of your transaction. Our closing agents will inspect each of these documents for accuracy and completeness, as it relates to the closing process.

Contract Documents:
Purchase and Sale Agreement
Multiple Offer Notification
Notice of Treatment & Repairs
Property Condition Disclosure
Property Condition Disclaimer
Mold Presence Disclosure
Lead Paint Disclosure
Financial Supplement Agreement
Estimated Cost to Buyer / Seller
Real Estate Broker Disclosures
Sales Counter Offer to Contract
Buyer Counter to Seller Counter Offer Addendum

Closing Documents:
Transaction Contact Information Sheet
Contract Extension
Property Inspection Report
Termite Report
Insurance Binder
Repair Estimates
Release of Contingency
Appraisal Report
Survey (Mortgage Inspection Certificate)

CLOSING

Seller Fees: In addition to Covenant fees, other fees* may apply at closing. Depending on how a Purchase Contract is initially structured and the type of loan involved (Conventional, FHA, or VA), if any, the Seller should expect to pay for some or all the following at closing:

- Owner's Title Policy and Extended Coverage Premiums
- Title Research & Abstracting Fees
- Title Order Cancellation Fee (if applicable)
- RON: Remote Online Notarization (signing done via the internet on a computer or smart phone)
- Certified Signing Agent Fees (if RON is unavailable and signing outside Covenant's service area/state)
- Existing Loan Payoff(s), i.e. outstanding loan balances
- Release of Deed of Trust Processing Fee(s)
- Prorated Real Estate Taxes (may be offset by reserves)
- Tax Certification
- Prorated Water and Sewer (this will be held in an escrow account by Covenant. You will be refunded any excess amount post-closing)
- Real Estate Closing Fees
- Courier Fees
- HOA Dues Proration, Transfer Fees, and Document Distribution
- Wired funds Fee or Cashier's Check Fee
- Long-term Escrow Set Up Fees (if applicable, i.e. seller financing)
- Miscellaneous Recording Fees
- Listing and Selling Real Estate Broker's Commissions (if applicable)
- Lender Fees
- Attorney Fees
- Homeowners Associations special and or other assessments

This is a general overview only and is subject to numerous factors, especially the type of financing involved.

Closing Day: All documents will be reviewed and signed (as appropriate) by Buyer and Seller. Following the disbursement of funds, the transfer of the title of ownership will occur. Covenant will then record the deed and all other required documents at the county recorder's office. Title insurance policy will be issued.

Term: The term of this agreement shall be the earlier of **12 months** from the date of this agreement or the date of closing.

Authorization: Seller acknowledges that the QuickClose fee includes the creation of property materials by Covenant for the use and benefit of the Seller. Covenant is hereby authorized to release and or publish all property materials created as part of this program for the Seller's benefit to any third party, including, but not limited to, social media, real estate agents and other advertising placements, multiple listing services, public websites, etc. All materials created remain the exclusive property of Covenant.

If seller has listed or lists the property in the future and thereby retains the services of a real estate broker and or Realtor, Seller hereby directs said broker and or Realtor to place the following notification as part of the information submitted to the Multiple Listing Service (MLS):

Notice: Seller has selected Covenant Closing & Title Services of Palm Coast, FL and is under contract for seller related closing services and owner's insurance policies. Buyer has the option to select a closing and title services company, of buyer's choice, for buyer related closing services and lender title insurance policies, if applicable.

Seller's Name: _____ Seller's Name: _____

Seller's Phone: _____ Seller's Email: _____

Property Address: _____

Seller's Mailing Address (if different): _____

X_____ _____ X _____ _____

Seller's Signature Date Seller's Signature Date

Realtors: ***If Seller has secured the services of a licensed Real Estate Brokerage/Agent, Realtor hereby acknowledges that Seller(s) has selected Covenant Closing & Title Services of Palm Coast, FL. and is hereby under contract for seller related closing services and owner's title insurance policies. As hereby instructed, Realtor SHALL list Covenant Closing & Title Services for Closing & Title Services on any MLS service(s) and future Purchase and Sale Agreements.*** **Acknowledgment required before order is complete, if applicable.**

Marketing/QuickClose Representative (**Realtor**): _____ (Print Name)

X_____ _____ _____ _____

Representative's Signature Date Phone Email

Who should we contact to schedule the virtual reality scan and aerial drone photography?

☐ Seller ☐ Realtor ☐ Other: _____ _____

Phone

Asking Price of Property: _____

Real Estate Agent Information

Agent: _____ Office: _____

Phone: _____ Email: _____