



**REALTORS® ASSOCIATION OF NEW MEXICO  
TRANSACTION COORDINATOR AGREEMENT – 2018**



THIS FORM TO BE USED WHEN THE TRANSACTION COORDINATOR AND THE BROKERS NAMED HEREIN  
WORK FOR **DIFFERENT** BROKERAGES. THIS FORM IS **NOT** NECESSARY IF THE TRANSACTION  
COORDINATOR AND THE BROKERS NAMED HEREIN WORK FOR THE **SAME** BROKERAGE.

**I. PARTIES.**

This Transaction Coordinator Agreement is entered into by and between \_\_\_\_\_  
\_\_\_\_\_ (“Transaction Coordinator”) and the following party(ies):

CHECK ALL APPLICABLE

- ☐ \_\_\_\_\_ (“Listing Broker”)  
☐ \_\_\_\_\_ (“Buyer’s Broker”)

**II. PURCHASE AGREEMENT AND PROPERTY**

Transaction Coordinator shall provide services as described in this Agreement in connection with the Purchase Agreement between \_\_\_\_\_  
\_\_\_\_\_ (“Seller(s)”) and \_\_\_\_\_ (“Buyer(s)”) for  
the sale and purchase of the following Property:

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Legal Description \_\_\_\_\_

or see metes and bounds description attached as Exhibit \_\_\_\_\_ County, New Mexico.

**III. TERM**

The Term of this Agreement shall begin \_\_\_\_\_ and shall terminate automatically upon closing and funding of the sale of Property or upon termination of the Purchase Agreement, whichever shall occur sooner.

**IV. COMPENSATION.**

For services provided herein, (CHECK APPLICABLE) ☐ Listing Broker ☐ Buyer’s Broker shall compensate Transaction Coordinator as follows \_\_\_\_\_  
plus applicable New Mexico gross receipts tax. Unless otherwise stated below, compensation is contingent on and due upon closing and funding of the Property. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V. SERVICES.** Transaction Coordinator shall provide the following services: (CHECK ALL APPLICABLE)

- A. ☐ SHORT SALE TRANSACTIONS:** Unless otherwise provided below, Transaction Coordinator shall provide the following services:
- i. ☐ Negotiate with Seller’s lender(s) in order to effectuate a reduction of the balance due on Seller’s loan with lender for which Property serves as a security interest (“Short Sale). TRANSACTION COORDINATOR MAKES NO GUARANTIES OR WARRANTIES THAT SUCH REDUCTION SHALL BE SECURED;
  - ii. ☐ Request a postponement(s) of any foreclosure sale;
  - iii. ☐ Once Short Sale approval is received from Seller’s lender, draft an amendment to the Purchase Agreement that memorializes costs and expenses for which the Seller’s lender will be responsible;
  - iv. ☐ Order inspections and negotiate repairs;
  - v. ☐ Communicate progress of transaction to all parties;

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vi. ☐ OTHER: \_\_\_\_\_

**B. ☐ NON-SHORT-SALE TRANSACTIONS.** Unless otherwise provided below, Transaction Coordinator shall provide the following services:

- i. ☐ Enter data into Multiple Listing Service (MLS) or Property Exchange, including uploading of photos and applicable documents, and make all necessary updates/changes to MLS listing;
- ii. ☐ Assign lockboxes in Supra;
- iii. ☐ Draft Purchase Agreement;
- iv. ☐ Draft amendments for price adjustments and/or other changes to Purchase Agreement;
- v. ☐ Send applicable documents to Buyer's lender, title company, Buyer(s), Seller(s) and Brokers involved in the transaction;
- vi. ☐ Order inspections;
- vii. ☐ Draft Objections, Waiver and Resolutions form per Buyer's/Buyer's Broker's instructions;
- viii. ☐ Request estimates for repairs;
- ix. ☐ Submit applicable document files to the Broker's respective offices;
- x. ☐ Receive documents from third-other parties, such as lender, title company and inspectors and upload to a Dropbox folder;
- xi. ☐ Review Closing Disclosure for inclusion of invoices for outstanding balances owed to vendors;
- xii. ☐ Prepare compensation sheets for submission to brokerages;
- xiii. ☐ As necessary, train brokers on systems and documents with which they are unfamiliar;
- xiv. ☐ Communicate progress of transaction to all parties;
- xv. ☐ OTHER \_\_\_\_\_

**C. ☐ PREPARATION OF A COMPARATIVE MARKET ANALYSES/BROKER PRICES OPINION**

**D. ☐ PREPARATION OF ESTIMATED CLOSING COSTS FOR ☐ SELLER ☐ BUYER**

**E. ☐ OTHER \_\_\_\_\_**

**VI. OBLIGATIONS OF LISTING AND/OR BUYER'S BROKER'S, AS APPLICABLE:**

- A.** Review for accuracy all documents drafted by Transaction Coordinator;
- B.** Review Preliminary Title Reports;
- C.** Negotiate terms of Purchase Agreement and Objections;
- D.** Complete all other aspects of the transaction not otherwise identified as a service provided by Transaction Coordinator;
- E.** OTHER: \_\_\_\_\_

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## VII. HOLD HARMLESS/INDEMNIFICATION

Listing and/or Buyer's Broker, as applicable, hereby agrees to release Transaction Coordinator from any and all liabilities that may arise by virtue of this real estate transaction and further agree to indemnify, defend and hold Transaction Coordinator harmless from all claims, disputes, litigation, judgments, and attorney fees that may arise in connection with this transaction.

### TRANSACTION COORDINATOR

Name of Brokerage			
Qualifying Broker Name		Qualifying Broker's NMREC Lic. #	
Qualifying Broker's Signature			
Address	City	State	Zip Code
Business Phone	Other Phone	Fax	Email Address

### BROKER(S)

Name of Brokerage	<input type="checkbox"/> Listing Brokerage	<input type="checkbox"/> Selling Brokerage	Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR ®
Associate Broker's Name			
Associate Broker's Signature			Date
Qualifying Broker's name (if different than Broker)		Qualifying Broker's NMREC Lic. #	
Qualifying Broker's Signature			Date
Address	City	State	Zip Code
Business Phone	Other Phone	Fax	Email Address

Name of Brokerage	<input type="checkbox"/> Listing Brokerage	<input type="checkbox"/> Selling Brokerage	Broker <input type="checkbox"/> is <input type="checkbox"/> is not a REALTOR ®
Associate Broker's Name			
Associate Broker's Signature			Date
Qualifying Broker's name (if different than Broker)		Qualifying Broker's NMREC Lic. #	
Qualifying Broker's Signature			Date
Address	City	State	Zip Code
Business Phone	Other Phone	Fax	Email Address