



# Homepie Product and Services Agreement

Rev. 1.26.2024

*Availability of certain packages, site features, MLS, and other products/services may vary by state.*

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## 1. IF you choose the BASIC Package subscription, you agree that the following applies:

### a. The BASIC Package includes the following:

- i. Your property will be listed on the Multiple Listing Service (MLS) and syndicated to 100+ websites until your property is sold or the listing is canceled. Cancel anytime for free.
- ii. Pricing Report of nearby comparable homes on market, pending, or sold in your area.
- iii. 30 minute one-on-one telephone consultation available upon request

### b. The BASIC Package fees and information:

- i. \$199 fee paid to Homepie at checkout
  - ii. \$49 per month subscription until sold or canceled. Seller user must notify Homepie of the closing. Subscription ends upon sale or upon user notifying homepie in writing of closed sale, whichever is later.
  - iii. Your MLS listing automatically renews on a month-to-month basis for \$49 per month unless you cancel or upon the sale of your property. Your renewal date is the end of the initial term and you must cancel 5 business days in advance of your renewal date to avoid the \$49 renewal fee.
  - iv. Homepie recommends a minimum 2% commission paid to the buyer's agent at closing. This is referred to in the listing agreement as the Cooperating Broker Commission (CBC).
    1. In the event the buyer is represented by an agent, this CBC will be paid to the buyer's agent's broker (Cooperating Broker) through closing using sale proceeds.
    2. In the event the buyer is NOT represented by a Cooperating Broker:
      - a. A processing fee of \$599 will be due and payable to Homepie through closing.
      - b. Homepie, at buyer's request, will assist the buyer through the process with all of the paperwork and timelines.
  - v. Subject to the Residential Limited-Service Listing Agreement
  - vi. All fees are non-refundable
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## 2. IF you choose the BASIC PLUS Package subscription, you agree that the following applies:

### a. The BASIC PLUS Package includes the following:

- i. Your property will be listed on the Multiple Listing Service (MLS) and syndicated to 100+ websites until your property is sold or the listing is canceled. Cancel anytime for free.
- ii. Pricing Report of nearby comparable homes on market, pending, or sold in your area.
- iii. 30 minute one-on-one telephone consultation available upon request

### b. The BASIC PLUS Package fees and information:

- i. \$9.99 fee paid to Homepie at checkout
- ii. \$9.99 per month subscription until sold or canceled. Seller user must notify Homepie of the closing. Subscription ends upon sale or upon user notifying homepie in writing of closed sale, whichever is later.
- iii. \$599 Success Fee paid to Homepie at Closing
  1. No Success fee is due in the event you are not able to sell and go off market.
- iv. Your MLS listing automatically renews on a month-to-month basis for \$9.99 per month unless you cancel or upon the sale of your property. Your renewal date is the end of the initial term and you must cancel 5 business days in advance of your renewal date to avoid the \$9.99 renewal fee.
- v. Homepie recommends a minimum 2% commission paid to the buyer's agent at closing. This is referred to in the listing agreement as the Cooperating Broker Commission (CBC).
  1. In the event the buyer is represented by an agent, this CBC will be paid to the buyer's agent's broker (Cooperating Broker) through closing using sale proceeds.
  2. In the event the buyer is NOT represented by a Cooperating Broker:
    - a. A Processing fee (separate from the Success Fee) of \$599 will be due and payable to Homepie through closing.
    - b. Homepie, at buyer's request, will assist the buyer through the process with all of the paperwork and timelines.
- vi. Subject to the Residential Limited-Service Listing Agreement
- vii. All fees are non-refundable

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**3. IF you choose the STANDARD Marketing Package, you agree that the following applies:**

**a. STANDARD Marketing Package includes the following:**

- i. Your property will be listed on the Multiple Listing Service (MLS) and syndicated to 100+ websites until your property is sold or the listing is canceled. Cancel anytime for free.
- ii. Professional Yard Sign rental (installed and removed) subject to the 'Yard sign and post rental, or Self-Install Kit terms below\*
- iii. Pricing Report of nearby comparable homes on market, pending, or sold in your area.
- iv. Professional Photography 15 (15 still images captured and edited by a local pro)
- v. Social Media Posting of your listing
- vi. Custom Printable PDF Flyer
- vii. Transaction Coordination
- viii. Seller Protection Plan by CRES\*\*

**b. STANDARD Marketing Package fees and information:**

- i. \$999 fee paid to Homepie at checkout
- ii. \$1,500 Success Fee paid to Homepie at closing.
  1. No Success fee is due in the event you are not able to sell and go off market.
- iii. Homepie recommends a minimum 2% commission paid to the buyer's agent at closing. This is referred to in the listing agreement as the Cooperating Broker Commission (CBC).
  1. In the event the buyer is represented by an agent, this CBC will be paid to the buyer's agent's broker (Cooperating Broker) through closing using sale proceeds.
  2. In the event the buyer is NOT represented by a Cooperating Broker:
    - a. A Processing fee (separate from Success fee) of \$599 will be due and payable to Homepie through closing.
    - b. Homepie, at buyer's request, will assist the buyer through the process with all of the paperwork and timelines.
- iv. Seller Protection Plan by CRES: Up to 125K of coverage, Errors & Omissions insurance, protects against buyer claims for up to 360 days. Offered by CRES Insurance Services and subject to CRES terms and approval.\*\*
- v. Subject to the Residential Limited-Service Listing Agreement
- vi. All fees are non-refundable

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**4. IF you choose the PREMIUM Marketing Package, you agree that the following applies:**

**a. PREMIUM Marketing Package includes the following:**

- i. Remote Agent Service, Monday through Friday, to help with pricing, offer comparison, negotiation, more. See the Limited Service Listing Agreement for specific details.
- ii. Your property will be listed on the Multiple Listing Service (MLS) and syndicated to 100+ websites on an ongoing basis until your property is sold or the listing is canceled. Cancel anytime for free. Up front fee is non-refundable.
- iii. Professional Yard Sign rental (installed and removed) subject to the 'Yard sign and post rental, or Self-Install Kit Terms' terms below\*
- iv. Pricing Analysis of nearby comparable homes on market, pending, or sold in your area.
- v. Professional Photography (30 still images captured and edited by a local pro)
- vi. Social Media Posting of your listing
- vii. Custom Printable PDF Flyer
- viii. Transaction Coordination
- ix. Seller Protection Plan by CRES\*\*
- x. Aerial Drone Photography (10 Still aerial images captured and edited by a local pro)

**b. PREMIUM Marketing Package fees and information:**

- i. Licensed Agent Advisor support 5 days a week during business hours from 9am to 5pm, remote service only, no in-person duties. Offer review, repair request review, and expert recommendations. See Scope of Service in the Residential Limited Service Listing Agreement.
- ii. \$1,499 fee paid to homepie at checkout, plus 0.5% of the final sales price of the property, subject to the following minimums:
  1. If the final sale price of the Property is \$250,000 or more:
    - a. Seller shall pay compensation to Broker of \$2,000, or 0.5% of the Property's final sale price, whichever is greater.
  2. If the final sale price of the Property is less than \$250,000:

- a. Seller shall pay compensation to Broker of \$1,500.
  - iii. MLS listing is ongoing until your property is sold or the listing is canceled. No expiration..
  - iv. Homepie recommends a minimum 2% commission paid to the buyer's agent at closing. This is referred to in the listing agreement as the Cooperating Broker Commission (CBC).
    - 1. In the event the buyer is represented by an agent, this CBC will be paid to the buyer's agent's broker (Cooperating Broker) through closing using sale proceeds.
    - 2. In the event the buyer is NOT represented by a Cooperating Broker:
      - a. A processing fee of \$599 will be due and payable to Homepie through closing.
      - b. Homepie, at buyer's request, will assist the buyer through the process with all of the paperwork and timelines.
  - v. Seller Protection Plan Up to \$125k of coverage, Errors & Omissions insurance, protects against buyer claims up to 360 days. Offered by CRES Insurance Services and subject to CRES terms and approval.\*\*
  - vi. Subject to the Residential Limited-Service Listing Agreement
  - vii. Cancel anytime for free
  - viii. All fees are non-refundable
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## 5. IF you choose the LUX Marketing Package, you agree that the following applies:

### a. LUX Marketing Package includes the following:

- i. Licensed Agent Advisor support 7 days a week, remote service only, no in-person duties. Offer review, repair request review, and expert recommendations. See Scope of Service in the Residential Limited Service Listing Agreement.
- ii. Your property will be listed on the Multiple Listing Service (MLS) and syndicated to 100+ websites on an ongoing basis until the property is sold or the listing is canceled.
- iii. Professional Yard Sign rental (installed and removed) subject to the 'Yard sign and post rental, or Self-Install Kit terms below\*
- iv. Pricing Analysis of nearby comparable homes on market, pending, or sold in your area.
- v. Professional Photography (30 still images captured and edited by a local pro)
- vi. Social Media Posting of your listing
- vii. Custom Printable PDF Flyer
- viii. Transaction Coordination
- ix. Aerial Drone Photography where available (15 Still aerial images captured and edited by a local pro)
- x. QR Code Sign Rider which links directly to your Homepie Listing
- xi. Seller Protection Plan\*\*

### b. LUX Marketing Package fees and information:

- i. Licensed Agent Advisor support 7 days a week, remote service only, no in-person duties, Offer review, repair request review, and expert recommendations. See Scope of Service in the Residential Limited Service Listing Agreement.
  - ii. Commission charged is 1% of the final sales price of the property subject to the following minimums:
    - 1. If the final sale price of the Property is \$250,000 or more:
      - a. Seller shall pay compensation to Broker of \$5,000, or 1% of the Property's final sale price, whichever is greater.
    - 2. If the final sale price of the Property is less than \$250,000:
      - a. Seller shall pay compensation to Broker of \$4,000
  - iii. Agreement for details regarding Scope of Service. Certain minimums apply depending on sale price.
  - iv. MLS listing is ongoing until your property is sold or the listing is canceled. No expiration.
    - 1. Note that you may see an expiration date on your listing online since the MLS requires we input an expiration date. This is an arbitrary date and will extend as needed.
  - v. Homepie recommends a minimum 2% commission paid to the buyer's agent at closing. This is referred to in the listing agreement as the Cooperating Broker Commission (CBC).
    - 1. In the event the buyer is represented by an agent, this CBC will be paid to the buyer's agent's broker (Cooperating Broker) through closing using sale proceeds.
    - 2. In the event the buyer is NOT represented by a Cooperating Broker:
      - a. A processing fee of \$599 will be due and payable to Homepie through closing.
      - b. Homepie, at buyer's request, will assist the buyer through the process with all of the paperwork and timelines.
  - vi. Seller Protection Plan Up to \$125k of coverage, Errors & Omissions insurance, protects against buyer claims up to 360 days. Offered by CRES Insurance Services and subject to CRES terms and approval.\*\*
  - vii. Subject to the Residential Limited-Service Listing Agreement
  - viii. Cancel anytime for free
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## 6. IF you choose the PRO Listing Package, you acknowledge the following applies:

### a. The PRO Listing Package includes the following:

- i. Listing on Homepie.com
- ii. Access to the Homepie WebApp Suite
  1. Showing Scheduler
  2. Dashboard
  3. Direct Chat
  4. Offer Negotiation System
  5. eSignature
  6. Document Storage and Repository
- iii. Professional Photography
  1. Professional Photography 15
    - a. 15 still images captured and edited by a local pro
- iv. For Sale Sign installed where available
- v. Pricing Report
  1. Current market activity report for your neighborhood
- vi. Custom PDF Flyer
- vii. Social Media Posting
- viii. 30 Minute consultation available upon request

### b. The PRO Package fees and information:

- i. \$699 fee paid to Homepie at checkout
- ii. Listing may remain active as long as you'd like (subject to Homepie's Terms of Service).
- iii. Cancel for free anytime
- iv. Fees are non-refundable

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## 7. Other terms which may apply:

### a. Yard sign and post rental, or Self-Install Kit

- i. If sign and post are rented, you are being granted usage of sign and post for 180-days from the date of agreement and agree to ensure installation is within guidelines required by your city, community, or planned unit development. You also agree to notify Homepie promptly when your sale is complete in order for us to arrange the pick-up of the sign and post. You can notify us when you are ready for removal, or request an extension at least 7-days before rental expiration date, by emailing your request to support@homepie.com or calling +1-805-507-1100. If at any time during the rental period, there is damage or theft of the sign or post, you agree to notify Homepie by emailing support@homepie.com along with an explanation of what occurred. *If notification is not made after theft or damage to either the sign or post, you agree to pay a replacement fee of \$149.*
- ii. **Yard sign and post are subject to location, availability, and community rules. If unavailable in your area, Homepie will furnish you with a Self-Install Kit** which is your's to keep; no need to return the Self-Install Kit.

### b. Seller Protection Plan

- i. Seller Protection Plan is offered by CRES insurance Services and is subject to CRES review and approval of any claim or other policy detail regarding coverage. **Seller's must submit all necessary documentation to CRES within 15 days of closing to qualify for the plan.** Sellers who wish to participate in this plan must ask a Homepie Representative for more details on how to qualify for the maximum amount.

### c. Smart Keybox Purchase

- i. If you purchased the Smart Keybox, there is no need to return this item. This is a purchase for you to keep. You agree to use the lock box at your own discretion and agree to not hold Homepie responsible for any losses or damages resulting from, or in connection with use of the keybox. In the event of any issues with the Keybox, you must contact the manufacturer directly (subject to manufacturer's warranty).

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**Team Homepie thanks you for your business!**

