



## **Trio's Residential Brokerage Services Fee Agreement ("Trio Broker Fee Agreement")**

Trio Residential, LLC ("Referring Firm") refers Trio Leasing, LLC and its affiliated property holding companies ("Buyer") (collectively or individually "Trio") to \_\_\_\_\_, "Broker". Broker asserts that it is licensed to conduct business in: \_\_\_\_\_ (Fill in Licensed States). As outlined in this Trio Broker Fee Agreement ("Agreement"), referral fees are due from Broker to Referring Firm for representing Buyer on closings, "Referred Business".

**Business to be Conducted:** Trio operates a residential home lease financing program offering 1 to 5 year financing through the use of a residential lease with an option to purchase using its proprietary OwnOption Mortgage. Broker earns commissions for working with their Trio qualified clients in helping to find and negotiate the purchase by Buyer of a qualified home using Trio's program guidelines. This Agreement outlines the referral fee due to Referring Firm for Broker's representation of Buyer upon the closing of qualified homes.

**Compensation for Buyer Representation:** Broker shall pay Referring Firm a referral fee and/or transaction fee in accordance with the attached Trio Agent Compensation addendum for its representation of Buyer ("Referral Fee"). Referral Fees shall be paid to Referring Broker directly by the closing office and are to be included in the Commission Disbursement Form prepared by Broker or its Agent with a copy provided to Referring Firm prior to closing. Should the Referral Fee owed be paid by the closing office to Broker instead of directly to Referring Broker then Broker shall pay the Referral Fee to Referring Firm within three business days of closing at the address noted below. The terms of the Trio Agent Compensation addendum outline the requirements for every Agent under Broker doing business with Trio.

**Customer Default Provision:** Should the Broker refer a customer to Trio that leads to a completed Trio financed transaction with Broker having received compensation and that customer later defaults on their Trio Lease obligation within six months of their having moved into the home, then Broker agrees to discuss with Trio the reasons and damages for said default, as well as introduce suggested methods for preventing such future defaults. Should such default be a result of misrepresentation on the part of the Agent representing Buyer, then Broker will be liable to Trio for any compensation received as a result of the closing.

**Dedication of Resources:** Broker agrees to provide all necessary resources as required to represent Trio, customers, referrals and other parties involved in each transaction with professionalism and with respect to those requirements for doing business with Trio as outlined in the attached Trio Agent Compensation addendum. Trio agrees to support Broker with the following: training of Broker's agents; providing a marketing tool kit for Broker's use; and support introductions from Broker to lenders, builders and others as deemed suitable by Trio. It should be noted that customers are rewarded with certain disclosed discounts when working with Brokers that have gone through official training with Trio and passed Trio's exam for designation as a Trio Preferred Agent. Broker acknowledges that Trio provides said information to industry professionals through its website [www.trioresidential.com](http://www.trioresidential.com).



Trio's Broker Representation Agreement: Should Broker be interested in expanding its relationship with Trio in order to receive customer referrals from Trio, as well as to represent Trio on its listings of homes available for lease, rent, or sale, Trio offers a Trio Broker Representation Agreement. For this, Trio will require Broker to provide a qualifications proposal and Trio will reserve the right to approve said proposal based on its opportunity available within those market areas serviced by Broker.

Term: This Agreement shall be binding upon all parties for an initial term of 12 months. Thereafter, this Agreement shall continue for subsequent 12 month periods unless terminated in writing by either party. Upon termination, any transactions in progress will be completed under these agreed upon terms.

Agreed and Accepted

**Referring Firm**

Trio Residential, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_

Darryl Lewis  
Its: Designated Broker  
License# 19023

**Broker**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Designated Broker

License #: \_\_\_\_\_



### **Trio Agent Compensation Addendum: How Broker Compensation Works**

**Agent Compensation:** For each Trio closing, one of Trio’s designated holding companies is the buyer, and Trio Residential, LLC is the representing and referring broker of record for every Trio transaction. Upon Trio’s review of the home and acceptance of the contract, Trio proceeds with financing by having the contract assigned to its named buying entity. Brokers receive negotiated commissions on each closing less a 25% transaction fee paid to Trio Residential.

Further, Agents affiliated with the Broker that have been trained in the Trio program and that pass the required exam will receive the designation of Trio Preferred Agent (“TPA”); this designation will benefit customers with a credit to their required Trio program fees of up to \$400. TPAs must remain active by closing a contract with Trio at least once every 6 months. The table below provides more detail for Agent compensation scenarios. The Agent Compensation form, to be signed for each transaction, can be found at [www.trioresidential.com](http://www.trioresidential.com) along with all forms and program information.

Scenario	Preferred Agent	Non-Preferred Agent
Agent refers client to Trio Client selects home with agent Client signs Trio lease and home closes	25% Referral Fee Paid to Trio \$400 Credited to Client	25% Referral Fee Paid to Trio \$0 Credited to Client
Lessee purchases the home from Trio as a result of Trio’s purchase option	No Agent Commissions Are Paid	No Agent Commissions Are Paid

**Procuring Cause:** Brokers and their Agents participating with Trio acknowledge and agree that Trio and its designated holding entities are the buyers on every transaction and Trio Residential is the referring broker and Procuring Cause. Brokers and their agents understand that individual customers are not purchasing homes directly, rather Trio is the buyer through its designated holding entities.

#### **Broker and Agent Requirements for Doing Business with Trio:**

- 1 - Approach Client with Enthusiasm and Treat Them with Respect
- 2 - Assist Client with Home Search and Directly Show Client Homes
- 3 - Write Purchase Contract with Client; Include Trio Addendum or Approved Language
- 4 - Provide Executed Contract and CMA to Trio with Selected Home
- 5 - Work with Client through Home Inspection; Provide Copy to Trio
- 6 - If applicable, review HOA Documentation and Highlight any Rental Restrictions
- 7 - Complete Purchase Contract Assignment from Client to Trio
- 8 - Work with Trio and Trio’s Lender to Coordinate Appraisal plus any Appraisal Adjustments
- 9 – Accompany Home Inspector for Pre-Closing Inspection and Notify Trio it was Completed After
- 10 - Provide Trio with a Copy of the Commission Disbursement Form Provided to Escrow
- 11 - Collect and Distribute Keys, Garage Remotes and Other Home Specific Items to Client
- 12 - Complete Client Move-in Walkthrough and Provide Copy to Trio
- 13 - Provide Feedback on Social Media and Picture of Client and New Home

**Should Agent fail to perform any of these requirements then Trio will provide written notice (via email) to Agent and Broker. Should Agent continue to not perform as requested, then the Agent is subjected to dismissal from the transaction representing Trio, Trio will replace the Agent with another agent of its choosing, and the transaction is then subject to a 50% referral fee.**

**Agent Personal Transactions:** Agents wishing to use Trio to finance a personal residence must use a TPA and are ineligible to represent themselves due to the inherent conflicts of interest.