



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

Effective January 1, 2021. Trio Residential, LLC ("Referring Firm") refers Trio Leasing, LLC and its affiliated property holding companies ("Buyer") (collectively or individually "Trio") to _____ ("Broker"). 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". This Agreement is intended to replace any previous brokerage services agreement(s) between Buyer and Broker.

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 Broker Compensation Addendum ("Addendum") for its representation of Buyer ("Referral Fee"). The Addendum is to be signed by the involved Agent licensed under the Broker on every transaction involving Trio financing. Referral Fees are a requirement for every transaction involving Trio financing as a result of Trio as the Referring Firm as procuring cause of the Buyer used by Trio for its closings. Referral Fees shall be paid to Referring Firm 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 not less than three business days prior to closing. Should the Referral Fee owed be paid by the closing office to Broker instead of directly to Referring Firm then Broker shall pay the Referral Fee to Referring Firm within three business days of closing at the address noted below or by other means as agreed to in writing by Referring Firm. The Addendum further outlines the Agent Requirements for doing business with Trio. Failure by the Agent to conduct him or herself in accordance with the Agent Requirements are cause for Trio to replace the Agent as stated in the Addendum.

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 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. Trio reserves the right to make changes to these resources at any time at its sole discretion and will notify parties subject to this Agreement in writing of such modifications should they occur.

Term: This Agreement shall be binding upon all parties for an initial term of 12 months. Thereafter, this Agreement shall automatically renew for subsequent 12 month terms 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: _____

Darryl Lewis

Its: Designated Broker

License# 19023

Broker

Name: _____

Signature: _____ Date: _____

Its Designated Broker

Email: _____

Phone: _____

License #: _____

Licensed in: _____ (fill in Licensed State(s))



**Trio Broker Compensation Addendum 2021
How Agent Compensation Works**

For every Trio transaction, one of Trio’s designated holding companies is the buyer, and Trio Residential, LLC is the representing and referring broker of record. Brokers and their Agents participating with Trio acknowledge and understand that Trio Residential is the referring broker and Procuring Cause. Brokers and their agents further understand that individual customers are not purchasing homes directly, rather Trio is the buyer through one of its procured designated holding companies. 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”), providing the opportunity for reduced referral fees. For representing Trio and its designated holding company on a transaction, Agents/Brokers receive negotiated commissions for the closing less a transaction referral fee paid to Trio Residential as noted below.

SCENARIO	REFERRAL FEE TO TRIO RESIDENTIAL
TPA refers customer, 1 st closing of each new year	20%
TPA refers customer, 2 nd closing of each new year	15%
TPA refers customer, 3 rd + closing of each new year	10%
Trio refers customer to Broker	25%
Non-TPA	25%
Subsequent purchase of home by customer from Trio	No Commissions Paid

In order to retain TPA status, TPAs must agree to follow the requirements for doing business with Trio below and remain active by closing a contract with Trio at least once every 12 months along with completing continuing training as may be required by Trio.

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

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 subject to dismissal from the transaction representing Trio. Trio will replace the Agent with another agent of its choosing, and the transaction will then subject to a 50% referral fee to Trio Residential.

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.

This Addendum is to be executed by the Agent for each transaction prior to Trio approving the assignment and proceeding with financing. This Addendum can be found at www.trioresidential.com along with all forms, program and training information.

Agreed to by: _____

Date: _____