



PLATINUM INVESTMENT PROPERTIES - WEST AGENCY AGREEMENT

This Agreement is entered into this ____ day of _____, 20____ between PIP-West, LLC, a Georgia Limited Liability Company (“PIP”), and

(Name/Titling of Principal)

of _____ (“Principal”).
(Address)

WHEREAS, PIP is knowledgeable in the business of acquiring tax liens, tax certificates, tax deeds, foreclosed deeds and regular real estate investments (“The Acquisitions”); and

WHEREAS, the parties desire that PIP provide advice to Principal and, as agent for Principal, acquire the acquisitions on Principal’s behalf;

WHEREFORE, for valuable consideration in hand received by each of the parties, PIP and Principal mutually agree as follows:

1. Services Provided by PIP. PIP shall research prospective sales of the acquisitions conducted by various counties, etc., within the United States of America, or its Territories and, PIP will select the acquisitions for purchase and determine bidding strategies deemed appropriate by PIP on behalf of the Principal. PIP will, at its expense, travel to sales and acquire on Principal’s behalf the acquisitions. All acquisitions by PIP will be recorded in the name of Principal, immediately upon its purchase, or within 90 days thereof. PIP agrees to allow Principal to use PIP’s address as the notice address provided to the relevant county authorities and, upon Principal’s written request, to forward copies of all relevant correspondence, notices, etc. to Principal within a reasonable time after receipt thereof.

All funds required for the purchase of the acquisitions shall be in the form of checks made payable to the appropriate county authority, government, or as otherwise directed by PIP and such checks shall be forwarded to PIP for delivery to same. PIP shall be under no obligation to acquire anything on Principal’s behalf at any time that funds available for such purchase are less than \$5,000.

2. Appointment of PIP as Agent. Principal hereby appoints PIP as its true and lawful attorney-in-fact for Principal and on Principal’s behalf, place, and stead to take any actions and to execute, acknowledge and deliver any and all contracts, deeds, leases, releases and any other instrument, or agreement of any kind or nature whatsoever which may be necessary, or desirable in acquiring, effecting or dealing with the acquisitions, tax, or treasurer’s deeds, or property, or any other action contemplated by, or relating to the services to be provided by PIP under this agreement. This agreement shall be construed and interpreted as a limited power of attorney and, being coupled with an interest, shall be irrevocable under the terms stated herein. This power of attorney specifically authorizes PIP to purchase, on Principal’s behalf, the acquisitions as deemed appropriate by PIP’s sole discretion, to perform any acts and execute any documents necessary and/or related to the acquisitions.

3. **Compensation to PIP.** Prior to the commencement of any work or provision of any services by PIP, Principal shall pay PIP a setup fee. Unless as otherwise described in writing, the setup fee is equal to six (6%) percent of all new funds delivered to PIP for purchase of the acquisitions, subject to a five hundred dollar (\$500.00) minimum. Such compensation shall be paid by separate check made payable to "PIP – West", or as instructed in writing by PIP. Such compensation is deemed fully earned and is nonrefundable to the extent of funds actually paid on behalf of Principal to any entity for the acquisitions, or attempt thereof.

Principal shall pay PIP an annual management fee to be paid in part quarterly at the end of each calendar quarter. The management fee is equal to one and one quarter (1.25%) percent of the total amount of Principal's funds that remain actively placed in the acquisitions at the end of each calendar quarter.

Principal shall pay PIP a performance bonus upon the sale, transfer, or lease of any real property acquired by the means of this agreement. This performance bonus does not apply to interest received for redeemed liens. Upon sale or transfer of real property, the performance bonus is 25% of the NET profit (sale price less rehab/repair expenses). Upon lease of real property, *the performance bonus is 35% of the NET rent (gross rent less operational expenses).* If Principal elects for any reason not to sell any real property acquired in this process, Principal shall immediately pay over to PIP a performance bonus equal to the terms set forth in this agreement.

Principal shall reimburse PIP for all direct costs incurred by PIP on Principal's behalf, including attorneys' fees, advertising fees, public notice fees, tax bills, recording costs, etc. at PIP's cost plus no more than 20% IF LEFT UNPAID FOR MORE THAN 30 DAYS PAST THE DUE DATE.

Principal shall hold PIP harmless for any acts taken, or omitted to be taken on Principal's behalf if any Compensation to PIP remains past due for 60 days beyond their original due date(s).

Principal understands that PIP acts solely as an Individually Contracted Agent to Principal. In no way is PIP compensated, or is willing to be compensated based on a percentage of the earnings from redeemed tax liens, or any performance percentage thereof, with the exception of liquidated property acquired through PIP's efforts. No commissions are paid to PIP with the exception of the "performance bonus" as defined above.

4. **Cooperation of Principal.** Principal agrees to fully cooperate with PIP and to take all reasonable steps necessary, or desirable to file all necessary documentation, or legal filings required of the acquisition, foreclose upon, acquire title to, or otherwise realize, or improve the marketability of any acquisition, or property obtained as a result thereof. Principal agrees that PIP, in its discretion, may choose to extend the right to redeem the acquisitions, or may forego any attempt to foreclose, or transfer title if PIP deems it is in the best interest of the Principal.

5. **Limitation of Liability and Indemnity.** PIP is acting solely as agent to Principal and, as such, PIP shall not be liable for any acts taken or omitted to be taken in connection with this agreement, whether such acts constitute negligence, gross negligence or otherwise. Principal shall indemnify, hold harmless and defend PIP from all liability for loss, damage or injury to person or property in any manner arising out of or incident to the performance by PIP of this agreement.

6. **Principal's Disclosure.** By the initials of Principal, Principal acknowledges his/her awareness that PIP acts solely as Agent for Principal and therefore, Agent can not be held liable for and Principal shall hold Agent harmless for any potential, or unforeseen delays, which can potentially effect the profitability of Principal's Interest such as, but not limited to the following; Contesting of Foreclosure Initiation, Initiation of Bankruptcy Protection, Sale in Errors, Forces of Market Stability/Change, City/County Permit Acquisitions, Documentation loss/misplacement by third parties, or as otherwise not stated herein. Initials of Principal/Owner: _____

7. **Dispute Resolution and Governing Law.** Any controversy or claim arising out of or relating to this agreement or the performance or breach thereof shall be settled by arbitration in Atlanta, Georgia in accordance with the commercial rules and procedures then obtaining of the American Arbitration Association. This agreement shall be a contract made in the State of Georgia and shall be governed by the laws thereof.

8. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be waived, modified or amended except in a writing signed by both parties.

9. **Termination.** This Agreement may be terminated by PIP at any time on sixty (60) days notice to Principal. This Agreement may be terminated by Principal at any time on one hundred twenty (120) days notice to the Agent.

“Principal”:

By: _____
(notarized signature of “Principal”)

Printed Name _____

Fed Tax ID# / SS # _____

Principal’s Home Address: _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____ Alternate Phone: _____

Email: _____ Fax: _____

Signed, sealed and delivered before me
This _____ day of _____, 20____

Notary Public
My Commission Expires:

ONLY FOR AN IRA:

IF the “Principal” is an IRA (i.e. an IRA Custodian), the IRA Custodian signs and completes the above section and the IRA Owner signs and completes the following section:

“IRA Owner”:

By: _____
(notarized signature of “IRA Owner”)

Printed Name _____

Fed Tax ID# / SS # _____

IRA Owner’s Home Address: _____

Home Phone: _____ Cell Phone: _____

Work Phone: _____ Alternate Phone: _____

Email: _____ Fax: _____

Signed, sealed and delivered before me
This _____ day of _____, 20____

Notary Public
My Commission Expires:

“PIP”:

By: _____
(Authorized signature of PIP-West, LLC)