



KELLY RIGHT
real estate.

KELLY RIGHT REAL ESTATE AUTOMATIC BILLING PAYMENT PLAN VISA/MASTERCARD/DEBIT CARD

Kelly Right (RE) direct billing program allows agents to choose one of two options for paying their monthly fee to Kelly Right RE: bankcard or automatic withdrawal. Agents may choose to participate in the automatic billing payment plan designed to minimize paperwork, while providing an easy and convenient way to pay the monthly fee directly to Kelly Right RE. The following is an explanation of the automatic credit card charge program, together with the Authorization Agreement and Cancellation Form. It enables agents to set up their own direct payments and to cancel participation in the plan if they so choose.

START-UP Simply complete and sign this Authorization Agreement, then return it to Kelly Right.
Please mail the signed agreement to Kelly Right Real Estate: 140 S. Arthur St. #600, Spokane WA 99202 or fax to 509-340-3514 or email to billing@kellyright.com

15th of the month: Automatic credit card charge date. **If your card is declined a late fee of \$10.00 may be assessed.**

10th of the month: Deadline to notify Kelly Right RE of termination of Automatic Credit Card Charge Agreement for the following month.

VISA/MASTERCARD AUTHORIZATION AGREEMENT FOR AUTOMATIC CREDIT CARD CHARGE OF MONTHLY FEE

I hereby authorize Kelly Right International, Inc. to initiate credit card charges and if necessary, adjustments for entries made in error, to my account identified below. I also authorize the credit card company named below to debit and/or credit the same to said account. I acknowledge that this automatic charge will commence next month if this form is delivered to the Kelly Right Billing Clerk before the 15th of this month or the month thereafter if this form is received after the 15th of this month.

AGENT NAME (PLEASE PRINT)

AGENT EMAIL

NAME AS IT APPEARS ON CARD

_____ VISA _____ MASTERCARD
TYPE OF CREDIT CARD

BILLING ADDRESS:

CARD NO: _____ - _____ - _____ - _____

EXP DATE: _____ / _____ CVV: _____

I understand the amount of the withdrawal includes the Kelly Right monthly fee of \$79 and that the charge date is the 15th of the month. If this charge is declined by the bank, a \$10 late fee may be charged to my account. This authorization shall remain in full force and effect until the Cancellation Notice for Automatic Credit Card Charge of Fees form is submitted by me to Kelly Right Billing Clerk according to the terms thereon. I have the right to stop payment of a credit entry (charge) by notification to the credit card company by notification to the credit card company. In case of an erroneous entry, provided I supply notice to the credit card company within the required number of days of receiving my account statement, the credit card company must investigate and resolve the error within the time limit per my credit card agreement, but if it has not done so within 10 days my account will be credited for the amount in question while it completes the investigation. After 3 consecutive declines, I understand I will be removed from this program.

It is my responsibility to notify Kelly Right in writing of any account number changes.

DATE

SIGNATURE

CANCELLATION NOTICE FOR AUTOMATIC CREDIT CARD CHARGE OF FEES

I hereby terminate the authorization previously given to Kelly Right to initiate credit card charges and adjustments to my account identified in my authorization. I also terminate the authorization given to credit and/or debit the same to said account. In the event I choose to reactivate my real estate license with any Kelly Right location, I understand there will be a \$50.00 reinstatement fee.

I acknowledge that this termination must be received by the Billing Clerk (140 S. Arthur St. #600, Spokane WA 99202) by the 10th of the month to cancel the withdrawal for the following month.

AGENT NAME: _____ AGENT EMAIL: _____

REASON FOR CANCELLATION: _____

DATE: _____ SIGNATURE: _____



140 S. Arthur St. #600
Spokane, WA 99202
844-KELLYRIGHT
fax: 509-340-3514
kellyright.com

AUTHORIZATION AND RELEASE
Transfer Representation Under Purchase Contract and/or Listing Contract

Property Address: _____

Client Name(s): _____

Referral Status of Client(s): _____ Buyer _____ Seller

ORIGINATING BROKERAGE

Brokerage: _____

Originating Agent: _____

RECEIVING BROKERAGE

Brokerage: _____

Receiving Agent: _____

This Authorization and Release to Transfer Representation Under Purchase Contract or Listing Agreement ("Release") shall amend the Purchase/Listing Agreement dated _____ for the above referenced Property Address. It is agreed that as of the date of the last signature below, Kelly Right Real Estate (Originating Brokerage) will no longer represent the above-named Client(s) in this transaction.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. The transfer of representation of the above Client(s) from Originating Brokerage to Receiving Brokerage and the covenants contained herein, Receiving Brokerage agrees to pay Originating Brokerage a referral fee of 20% of the gross compensation.
2. Receiving Brokerage and the Receiving Agent, who is or will be affiliated with the Receiving Brokerage, agree to jointly and severally indemnify, defend and hold harmless Originating Brokerage, its parents, subsidiaries, affiliates, predecessors, successors and assigns and their respective officers, directors, employees, agents and contractors of and from any and all liabilities, losses, claims, complaints, judgments, damages, expenses, and costs, including without limitation, attorneys' fees and costs, which Originating Brokerage may suffer or incur by reason of any act or omission of Receiving Agent and/or Receiving Brokerage related to or arising from any real estate transaction(s) or brokerage operations related to the Property Address or Client(s) identified herein alleged to have occurred before the date of the last signature contained on the final page of this document ("Claims").

If any Claim is asserted against Originating Brokerage related to the Property Address or Client(s) identified herein, Originating Brokerage shall promptly give written notice thereof, including copies of all pleadings and pertinent documents to the Receiving Brokerage and/or Receiving Agent. Within twenty (20) calendar days after receipt of such notice, the Receiving Brokerage and/or Receiving Agent shall either (i) pay such third party claim in full or a settlement amount upon compromise agreed to by Receiving Brokerage and/or

AUTHORIZATION AND RELEASE

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Receiving Agent and the third party (only upon agreement by the third party to fully release Originating Brokerage its parents, subsidiaries, affiliates, predecessors, successors and assigns and their respective officers, directors, employees, agents and contractors of and from any and all liabilities, losses, claims, complaints, judgments, damages, expenses, and costs, including without limitation, reasonable attorneys' fees and costs; or (ii) notify Originating Brokerage that the Receiving Brokerage and/or Receiving Agent disputes the third party claim and intends to defend it. Such defense shall be controlled by Receiving Brokerage and/or Receiving Agent and the costs of such defense shall be borne by the same, except that Originating Brokerage shall have the right to participate in such defense at its own expense.

Originating Brokerage also agrees it will cooperate in all reasonable respects in the defense of any such claim or demand, including making personnel, books, and records relevant and necessary to the claim available to Receiving Brokerage and/or Receiving Agent without charge, except for reimbursement of reasonable out-of-pocket expenses. If Receiving Brokerage and/or Receiving Agent fails to take action within twenty (20) days, as set forth above, then Originating Brokerage shall have the right to pay, compromise, or defend any such third-party claim, and to assert the amount of any payment on the third-party claim, plus the expense of defense or settlement, as an indemnity claim.

3. Receiving Brokerage and Receiving Agent agree to waive and forfeit any and all claims either believes either may otherwise have against Originating Brokerage, its parents, subsidiaries, affiliates, predecessors, successors and assigns and their respective officers, directors, employees, agents and contractors from any and all claims either believes they may have against Originating Brokerage, its parents, subsidiaries, affiliates, predecessors, successors and assigns and their respective officers, directors, employees, agents and contractors related to the Property Address and/or Client(s) having arisen or occurred before the date of the last signature contained on the final page of this document, whether those claims could have been brought in a civil proceeding, arbitration, mediation, or in front of an administrative or regulatory body, including any complaints of wrongdoing it believes may have occurred even if the filing of such a claim may not otherwise provide a monetary benefit to the Receiving Brokerage and/or Receiving Agent.

4. This Release is intended solely to benefit the parties hereto and shall not create any liabilities to any other parties or expand any liabilities to any other parties except as expressly identified herein.

5. This Release will be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

NOTE: This form is to be signed by ALL parties to the Purchase/Listing Contract and ALL real licensed professionals listed as either an agent or broker above.

Buyer Signature Date _____
Originating Agent Signature Date

Buyer Signature Date _____
Receiving Agent Signature Date

Seller Signature Date _____
Originating Broker Signature Date

Seller Signature Date _____
Receiving Broker Signature Date