

## Agreement to Select Negotiator

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_,  
by and

between \_\_\_\_\_ (Seller) and  
\_\_\_\_\_ (Buyer);

Whereas Seller wants to sell and Buyer wants to buy the property located at:

\_\_\_\_\_ (Property) and have entered  
into a contract for Buyer to purchase said property from Seller;

Now, therefore, the parties agree as follows:

1. The parties select Bluegrass Mitigation Services, P.O. Box 1327, Murray, KY 42071 (Negotiator), and its agents to negotiate the short sale for the Property.
2. The Parties understand that Negotiator will attempt to negotiate a short sale with all lien-holders and that Negotiator has not made any promises, guarantees or representations about his ability to successfully complete this task.
3. The Parties understand fully and completely that, if Negotiator is not able to negotiate discounted payoffs with the lien-holders, the lien-holders may proceed with foreclosure.
4. The Parties agree to hold Negotiator and its agents harmless from and against any and all claims, demands or lawsuits by the Parties or the Parties' assigns.
5. The Parties understand that the Negotiator is not acting on the Parties' behalf as an attorney, accountant, counselor, advisor, consultant or non-profit agency.
6. The Parties agree to hold the Negotiator harmless and fully indemnifies same (including but not limited to attorney's fees, whether or not litigation ensues, costs and all other litigation expenses).

I HAVE COMPLETELY READ THIS AGREEMENT BEFORE SIGNING IT AND I  
AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

\_\_\_\_\_  
SELLER # 1

\_\_\_\_\_  
SELLER #2

\_\_\_\_\_  
BUYER