



Agreement and Application for Appraisers

Appraisal Connection Center

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www.appraisalconnectioncenter.com

To qualify as an appraiser in this Company, the appraiser needs to supply, as a PDF file, the following. Please go to our web site at www.appraisalconnectioncenter.com to sign up.

- 1) Signed application (the last page of this agreement/application package)
- 2) A copy of your license
- 3) Proof of E/O insurance
- 4) Signed W-9 statement
- 5) Your Resume

Each new member of the appraiser panel must submit a one-time registration fee of \$100. That can be done through our web site, or a check may be sent to us at the above address.

Note: While Appraisal Connection Center is open to all appraisers, please realize that a portion of our assignments are for certified appraisers only. This is a Lender Requirement from some lenders. Therefore, sometimes licensed (non-certified) appraisers will not receive certain assignments.

Trainees: Trainees are allowed on a small portion of assignments. However, we cannot send orders to trainees; we will send them to your trainers instead. Have your trainer sign up.

This is how we pick the appraisers for each assignment.

- 1) Lender's Preferred List: Under HVCC, FAQ #35, July 2009, a lender is allowed to have a preferred list. If you are on their list, then when they order an appraisal you are in the pool. If they have no list, then everyone is in the pool.
- 2) Specialization: If you have listed the specialization that is needed you are kept in the pool for the order. If not, you are removed from the pool. We will not give you an assignment that is outside your area of expertise.
- 3) Location: Our website asks for the areas you cover. We refer to that when finding an appraiser.

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When a match is made, the assignment is sent to the appraiser by both phone and e-mail. You will be given 4 hours to accept or reject the assignment. If we get no response from you in 4 hours, or if you reject the assignment, then we will assign the order to the next appraiser in line. At times, at the discretion of the Company, we may give you more than 4 hours to respond, such as on weekends or after business hours.

If your E/O Insurance or license are set to expire within two weeks of the assignment date, you will not be considered for the assignment, unless a copy of the renewed insurance or license is on file with us.

To all Appraisal Connection Center Affiliates - TERMS OF USE

This agreement is entered into between Appraisal Connection Center LLC (hereinafter referred to as "Company") and you, an independent contractor (hereinafter referred to as "Affiliate").

The following facts are established:

- A. The Company is duly licensed as a California corporation and is engaged in the business of real estate appraisal for which it is also qualified under the laws of the State;
- B. The Affiliate attests that he/she possesses certain skills, knowledge, and experience and licenses as stated to Company and that all of the Information provided to Company in this registration form is true and accurate to the best of the Affiliate's knowledge; and
- C. The Affiliate is an independent contractor to, not an employee of, the Company. Affiliate is responsible for all applicable state and federal taxes. Further, Affiliate is responsible and in control of all work hours, expenses, and equipment used in the pursuit of goals and responsibilities set forth below.

I. Duties and Obligations

- A. Affiliate agrees to work diligently and with best efforts to appraise any and all real estate. The affiliate will act in a professional manner in relation to the homeowner, realtors, lenders and this company.
- B. The Affiliate shall comply with, be bound by, and subject to applicable State law to real estate appraisal, the code of conduct/ethics of any appraisal boards or organizations of which the Affiliate is a member, and USPAP. The affiliate shall have access to the local Multiple Listing Service (MLS).
- C. Affiliate shall keep active and current all appropriate Appraisal licenses, E&O Insurance, and Worker's Compensation (if applicable). Affiliate should have access to a vehicle, maintain insurance on the vehicle and is fully responsible for all travel to and from the office and to and from property inspections. The Company does not reimburse for mileage. Affiliate is required to use a reasonable quality digital camera for taking property photographs. If MLS photos are used, they shall be explained in the report. Affiliate is also required to own and operate during normal business hours a mobile/cell phone and shall make the number available to Company staff. Affiliate must also maintain internet access, a fax machine, and document scanner or PDF compiler for document transfers to and from the office.

II. Relationship

- A. Affiliate understands that he/she is not an employee, partner, or officer of the Company, and represents himself as an independent contractor with absolute discretion and judgment in the method, manner, means, and hours of work necessary in soliciting, obtaining, and carrying out appraisals of real property activities. Affiliate is under the control of the Company as to the result of the Affiliate's work only and not as to the means by which such result is accomplished.

III. Non-disclosure and Trade Secrets

- A. Affiliate will not at any time, in any fashion, form, or manner, either directly or indirectly divulge,

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disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of Company, including, without limitation, the names of any its customers, or any other information concerning the business of Company, its manner of operation, or its plans, processes, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important. The Parties hereby stipulate that, as between them, the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of Company, and its good will, and that any breach of the terms of this section is a material breach of this agreement. The Affiliate shall not disclose any of these trade secrets, directly or indirectly, or use them in any way, either during the term of this Agreement (except as required in the course of appraisal activities), or for a period of one year after the termination of this Agreement.

- B. During the course of this Agreement, the Company may assist the Affiliate in obtaining approval by customers as an "approved affiliate". Such assistance may include use of Company documents, reports, studies, instruments and other materials. Such approvals cannot be used by the Affiliate competitively against the Company for a period of one year after the termination of this Agreement.
- C. Non-disclosure and trade secrets aspects of this Agreement do not fall under the provisions of binding arbitration.

IV. Fees and Commissions

- A. The Company intends to pay the appraiser at least 80% of the fee we collect from the lender. Company reserves sole and exclusive right from time to time to modify the Fee Schedule or modify the composition or formulae for determining fees and commissions with respect to any transaction.
 - 1. Except as otherwise set forth herein or as agreed to in writing by an Officer of the Company, all income resulting from or relating to activities described in the Fee Schedule or otherwise related to the real estate appraisal and consulting business of the Affiliate shall be subject to this Agreement.
- B. All fees will be received by the Company with the Affiliate's share of such fees payable upon completion of work and collection of fee, or within 30 days of the acceptable completion of the service, subject to any right of offset or other claim by the Company. In the event that two or more appraisers participate in such work, Affiliate's share of the fee shall be divided between the participating Affiliate according to agreement between them or, in its alternative, by arbitration.
- C. Expenses. Except as otherwise provided in this Agreement, the Affiliate shall be responsible for all normal expenses (e.g., travel, meals, etc.) associated with the carrying out of the responsibilities outlined above.
- D. Termination of Agreement and Payment of Fees. In the event of the termination of this Agreement by either party, it is agreed that, with respect to pending transactions at the date of notice of termination which require further service normally rendered by the Affiliate, the Company shall make arrangements with another Affiliate to perform the required work, and the Appraiser assigned shall be compensated for completing the details of pending transactions. Such compensation, in addition to other sums (if any) due to the Company, shall be deducted from the terminated Affiliate's portion of the transactions.

V. Termination of Agreement

- A. It is understood that, since the Affiliate is an independent contractor, there is no termination of the Affiliate, per se, but of either the Agreement or of the Affiliate's services.
- B. This Agreement and the independent contractor relationship created herein may be terminated at the will of either party at any time.
 - 1. Should the Company have cause for termination, this Agreement may be terminated immediately. "Cause includes, but is not limited to any act(s) of dishonesty or misrepresentation of the Company by the Affiliate or Affiliate's employees (if any);

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unauthorized disclosure of confidential or proprietary information to any third person or entity; refusal or failure to comply with the terms of this Agreement; violation of any laws, rules of regulatory agencies; cessation of the Affiliate to be qualified; election of the Company to sell its entire business; the filing of bankruptcy by the Affiliate; the filing of any legal suit or petition against the Affiliate; or the conviction of the Affiliate of any crime, except minor traffic offenses or misdemeanors. A written notice of termination will be sent to the Affiliate.

VI. Affiliate Misconduct or Negligence

- A. Should Affiliate be found, as determined by the Company's management and senior reviewers, in misconduct or negligence, the Company will notify any appropriate parties, including the client as well as state licensing boards and other governing agencies, of the appraiser's actions. The company may pursue legal action should there be loss due to the Affiliate's negligence, misconduct, or fraud.

VII. Affiliates Ability to Bind Company Only on Written Consent

- A. Affiliate shall not have the right to make any contracts or other commitments for or on behalf of Company without the written consent of Company.

VIII. Worker's Compensation

Affiliates who utilize their own employees and/or assistants are required to maintain and keep current Worker's Compensation Insurance. Company is not responsible for Affiliate's staff and any Worker's Compensation claims arising from Affiliate's employees, staff, and/or assistants are the sole responsibility of Affiliate and Affiliate's Worker's Compensation Insurance.

General Provisions

1. Invalid Provisions. Should any provisions of this Agreement for any reason be declared invalid, void, or unenforceable by a court of competent jurisdiction, the validity and binding effect of any remaining portion of this Agreement shall remain in full force and effect as if this Agreement had been executed with that provision eliminated.
2. Entire Agreement. This Agreement contains the entire agreement of the parties. It supersedes any and all other agreements, either oral or in writing, between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promised, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promised not contained in this Agreement shall be valid or binding. This Agreement may not be modified or amended by oral agreement, but only by an agreement in writing signed by the Affiliate and the Company.
3. Attorney's Fees. If either party shall bring any action against the other arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as to damages, a reasonable attorney's fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover the costs of the suit, whether or not the suit proceeds to final judgment. A party who is not entitled to recover cost shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculation the amount of a judgment for purposes of determining whether a party is entitled to recover costs or attorney's fees.
 - a. Engagement of counsel to pursue claims for fees or act on behalf of the Company and the Affiliate or to enforce rights against third persons shall be subject to the prior written consent and approval of the Company; such attorney's fees and cost shall be borne fifty percent (50%) by the Company and fifty percent (50%) by the Affiliate.
4. Arbitration. If any dispute shall arise between the parties concerning the provisions of this Agreement or the performance of any part of the obligations hereunder, or if an alleged breach of this Agreement by any of the parties hereto occurs or is alleged to have occurred, and the parties are unable to mutually adjust and settle same, such dispute or disputes shall be submitted to binding arbitration by the American Arbitration Association in California, and the decision and determination shall be final and conclusive. Each party shall bear one-half of the fees and expenses of the arbitrators.

5. Non-disclosure and trade secrets provision of this Agreement will not fall within arbitration



procedures or settlements.

AFFILIATE AGREEMENT with APPRAISAL CONNECTION CENTER

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Affiliate has reviewed the Company's contract agreement and these terms of use.

Affiliate certifies that all appraisals to which the Affiliate contributes for the Company will comply with USPAP.

Affiliate shall be liable to Company for any losses or damage Company suffers as a result of Affiliate's failure to properly complete an assignment.

Affiliate understands that Affiliate shall have no authority to sign any document on behalf of Company.

This agreement shall not be construed as power of attorney. Affiliate understands that Affiliate shall not represent himself/herself as an employee of Company.

By agreeing to these terms, Affiliate agrees to comply with these regulations.

Signed: _____

Printed Name: _____

Company Name: _____

Phone Number: _____

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Date: _____