



MORTGAGE SPECIALIST, LLC.
6032 Innovation Way
Fort Worth, TX 76244
800-346-2432 * 817-428-0000

**INDEPENDENT INSPECTION FIELD REPRESENTATION
AGREEMENT**

This agreement is entered into between MORTGAGE SPECIALIST, LLC, 6032 INNOVATION WAY, FORT WORTH, TX, hereinafter called 'MSI' and 'Field Representative'.

WHEREAS; MSI is in the business of providing various property related services to Mortgage Lenders, and Field Representative is in the business of performing such services, and it is the mutual desire of the parties to enter into this agreement upon the terms and conditions as follows:

NOW THEREFORE, in consideration of the mutual covenants and agreements, the parties do agree as follows:

1. Field Representative is an independent contractor; therefore MSI is not responsible for Federal Income Tax withholding nor FICA withholding for money paid to Field Representative. Neither Field Representative nor Field Representative's employees or subcontractors shall be subject to direction or control by MSI except to the extent that such direction or control may be specifically required by applicable law or regulation. Field Representative shall not hold himself out to be an employee or agent of MSI or use the name of MSI in his business in any way.
2. When MSI has property related services to be performed, it shall notify Field Representative who shall make arrangements to receive inspection forms, work orders, etc. and shall perform such services in accordance with HUD, VA, PMI or other Mortgage Servicing Regulations and/or Standards together with applicable local, state, or federal law.
3. Field Representative shall be free to make its services available to other field service companies or hold itself out to the public as available to engage in such agreements with others.
4. Field Representative agrees, while functioning as Field Representative or within two (2) years thereafter, Field Representative shall not, directly or indirectly, solicit or divert from or attempt to convert to himself or to any other firm, person, or entity, any customer, any prospective customer, customer list, marketing aid, marketing method, investor, employee or property of MSI.
5. Field Representative shall at its sole expense provide all transportation, materials, supplies and equipment necessary to perform such property related services.
6. Field Representative will provide a copy of current auto insurance liability. MSI currently requires inspection reps to carry liability car insurance. We have new Clients daily, some are ordering inspections that require commercial liability insurance. Please, if you carry commercial general liability we need a copy for your file. Moving forward this may be a requirement as our company grows.
7. This agreement may be terminated at any time by either party. Such termination will not affect the obligations of the parties concerning any property related services then in progress; it is understood and agreed by the parties that all terms and conditions of this agreement will remain in full force and effect as to such work in progress.
8. Field Representative agrees to indemnify MSI and hold it harmless against any and all claims, actions, demands, damages, or liabilities for personal injury or death, or loss or damage to property or both, arising from Field Representative's negligence, or that of its employees, subcontractors, or by operation of law.



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9. Field Representative agrees to indemnify and hold harmless MSI and its corresponding Clients from and against any loss, cost, damage, and expense including reasonable attorney’s fees in either a litigated pre-trial settlement; or a judicial declarative judgement, arising out of or relating in any manner, to the following:
 - (a) Any defect or deficiency in any work performed the Field Representative, its officers, directors, partners, agents, or servants;
 - (b) Any negligent act of the Field Representative, its officers, directors, subcontractors, employees, partners, agents, or servants;
 - (c) Any failure in the Field Representative, its officers, directors, subcontractors, employees, partners, agents, or servants to comply with applicable guidelines;
 - (d) Any violation of applicable local, state, or federal laws; or regulations by the Field Representative, its officers, directors, subcontractors, employees, partners, agents, or servants.
10. Field Representative shall at all times indemnify and hold harmless MSI and its Clients against all liability for claims and liens of Field Representative’s employees, subcontractors, laborers and material men, including any cost and expenses for Attorney’s fees. Further, the Field Representative will make every effort to pay or settle any lien disputes.
11. MSI shall pay Field Representative for inspection related services performed per the following schedule (or as otherwise agreed):

Standard Pricing

Type	Service	Priority
Commercial Inspection	25.00	2.00
Construction Progress	15.00	0.00
DIL Interior Inspection	15.00	0.00
Fast Track Inspection*	6.00	9.00
Fema Disaster Inspection*	6.00	9.00
Full Loan Service Report*	6.00	9.00
Full LSR – Letter Delivery	8.00	9.00
Interior Inspection	7.00	9.00
Property Inspection	6.00	9.00
Property Maintenance Inspection	8.00	7.00
Sale Date Inspection*	6.00	9.00
Tenant Interior Inspection	15.00	2.00
Three Day Vacancy Notice	8.00	7.00
Verify Occupant Name*	6.00	9.00

MS and LA Rates

Type	Service	Priority
Base Rate (marked with an ‘*’ above)	8.00	7.00
Full LSR – Letter Delivery	10.00	7.00
Interior Inspection	9.00	7.00



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12. Time is of the essence of this agreement. All inspection related work must be completed and returned according to the received date on the report form to be paid according to the following percentage schedule:

Inspections

1 - 12	.....	100%
13 - 20	.....	85%
21 - 30	.....	60%
31 -	.....	0%

Due Between Date Inspections

1 - 24	.....	0%
25 - 35	.....	100%
36 - 43	.....	85%
44 - 50	.....	60%
51 -	.....	0%

In the event Field Representative fails to complete and/or return a loan service report or returns an uncompleted report and MSI deems it necessary to assign another representative to complete such report, it is agreed and understood that any amount MSI pays the other representative will be charged back to Field Representative.

13. Due to the fact that payment arrangements change from time to time, payment remittance to the Field Representative is done according to the specific instructions outlined on MSI's website under the updated field rep alerts section.



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Due to the Gramm-Leach-Bliley Act and related regulations, Mortgage Specialist, LLC has entered into signed confidentiality agreements with all of our Clients and need the same agreement and understanding with our Field Representatives.

Confidentiality of Customer Information

Customer Information is to be held confidential to all parties. Customer Information is defined as information in any form provided to rep on behalf of any client doing business with MSI and includes: name, addresses, delinquency status, any personal information gathered at time of inspection, re: employment, salary, other debts, and phone numbers.

Rep will not discuss any customer information with anyone other than said borrower or his/her contact at MSI unless required to by law. This includes the sharing of delinquency information with realtors or any entity that might use said information for profit or personal gain.

Rep agrees that when retaining hard copies of information, it is required that it be stored in a locked file cabinet to the best of his/her ability, until such time the information is destroyed. Likewise, any and all electronic customer information should be password protected at all times in an appropriate manner ensuring to the best of his/her ability the rights and privacy of all parties.

This agreement constitutes the full understanding between MSI and Field Representative.

(This agreement is acknowledged and agreed upon via electronic signature)