



# Account Set-Up Form & Agreement

Fax to: (888) 633-9418

Email to\*: [ClientRelations@firstam.com](mailto:ClientRelations@firstam.com)

This Account Set-Up Form and Agreement ("Agreement"), effective as of the date first set forth below, is entered into by and between the Company first identified in the "Client Profile" section below and \_\_\_\_\_ ("VPS"). In the event the parties have executed a services agreement and any conflict or inconsistency exists between the provisions of the Agreement and the provisions of the services agreement, the provisions of the services agreement will control.

\* To open email window, right-click address and select Open Hyperlink.

Date:	Phone:	<input type="checkbox"/> New Account	Contact:			
<b>CLIENT PROFILE</b>						
Company: (Hereinafter referred to as "Customer")			Toll-free #:			
Address:			Main Phone:			
City:		State:	ZIP:	Fax:		
Department:			Email:			
Main Contact:			Title:			
<b>Market Type</b>	<input type="checkbox"/> Mortgage Broker	<input type="checkbox"/> Mortgage Banker	<input type="checkbox"/> HUD	<input type="checkbox"/> Processing Service	<input type="checkbox"/> Bank/S&L	
	<input type="checkbox"/> Investor	<input type="checkbox"/> Reseller	<input type="checkbox"/> Relocation	<input type="checkbox"/> Other:		
<b>BPO</b>	<input type="checkbox"/> Acquisition	<input type="checkbox"/> Servicing	<input type="checkbox"/> Origination	<input type="checkbox"/> REO	<input type="checkbox"/> Other:	
<b>Departments</b>	<input type="checkbox"/> Retail (Central)	<input type="checkbox"/> Wholesale	<input type="checkbox"/> Home Equity	<input type="checkbox"/> Default/REO	<input type="checkbox"/> Loss Mitigation	
	<input type="checkbox"/> Retail (Branch)	<input type="checkbox"/> Correspondent	<input type="checkbox"/> QC	<input type="checkbox"/> Other:		
<b>Users</b>	Name:	Phone:	Dep't:	Email:		
	Name:	Phone:	Dep't:	Email:		
	Name:	Phone:	Dep't:	Email:		
	Name:	Phone:	Dep't:	Email:		
<b>FEES &amp; BILLING SPECIFICATIONS</b>						
In consideration of the products and services provided to Company, Company will pay VPS the fees set forth in the _____, which is incorporated herein by this reference.						
<b>Note: New accounts placing fewer than 10 appraisals or fewer than 25 BPO orders per month will normally be set up on pre-pay terms. Account must be approved for invoice terms.</b>						
Projected Monthly Volume:		Would you like a separate invoice for each order? <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>Billing Information</b>	<input type="checkbox"/> Direct Mail	<input type="checkbox"/> Email	<input type="checkbox"/> Third Party	<input type="checkbox"/> Other:		
	Contact:			Phone:		
	<input type="checkbox"/> Same address as above	<input type="checkbox"/> Different address below	Email:			
	Street:		City:		State:	ZIP:
	More Billing Info:					
<b>ACCOUNT SPECIFICATIONS</b>						
<b>Ownership; Licenses</b>	<b>Technology:</b> VPS is the sole and exclusive owner of the Internet-based service offered by VPS to provide the Services described herein and all software, valuation models, and other components					

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	<p>thereof, and all of the intellectual property rights therein.</p> <p><b>Content:</b> VPS and its suppliers retain all rights, Title, and interest in, and to all intellectual property rights embodied in or associated with the VPS content. VPS hereby grants to Customer, subject to the terms and conditions of this Agreement, a limited, non-exclusive license to use, reproduce, create derivative works of (only as necessary to translate Services into other data formats), publicly perform, publicly display, and digitally perform the VPS content solely for the purpose of internal use by Customer or delivering Services to Customer's customers (collectively "Intended User") for use by Intended Users within the Intended User's own organization, and by the Intended User's own employees or agents, with no right to provide such data to any other party or to sublicense such data.</p> <p><b>No Implied Licenses:</b> There are no implied licenses under this Agreement, and any rights not expressly granted to licensee hereunder are reserved by VPS or its suppliers.</p>			
<b>Ordering Method</b>	<input type="checkbox"/> Web (SourceNet)	<input type="checkbox"/> FASTWEB	<input type="checkbox"/> Interface (FD)	Other:
	<input type="checkbox"/> XML	<input type="checkbox"/> FTP Site	<input type="checkbox"/> Bulk order	<input type="checkbox"/> Single order
<b>Delivery Methods</b>	Email Address:			
	<input type="checkbox"/> XML	<input type="checkbox"/> FTP Site	<input type="checkbox"/> Data Export	<input type="checkbox"/> Email delivery or Notification
<b>Order Footprint</b>	<input type="checkbox"/> National	<input type="checkbox"/> Regional	List Regional States:	
<b>Reporting Requirements?</b>	<input type="checkbox"/> No	<input type="checkbox"/> Yes. Email report to:		
<b>Client Appraisal Exclusionary List</b>	<input type="checkbox"/> No	<input type="checkbox"/> Yes. Please provide prior to On-Boarding call		
<b>PRODUCT SPECIFICATIONS</b>				
<b>Appraisal Products</b>	<input type="checkbox"/> 1004 URAR/Single Family	<input type="checkbox"/> 1065 Desktop Appraisal	<input type="checkbox"/> 2075 Prop. Insp. Report	
	<input type="checkbox"/> 1004 SFR w/Cost Approach	<input type="checkbox"/> 1073 Condo/Townhouse	<input type="checkbox"/> Automated Valuation Report (AVM)	
	<input type="checkbox"/> 1004C Manufactured Home	<input type="checkbox"/> 216 Op. Income Statement	<input type="checkbox"/> FHA Single Family	
	<input type="checkbox"/> 1004D Final Inspection/Update	<input type="checkbox"/> 2000 Field Review	<input type="checkbox"/> Land Valuation	
	<input type="checkbox"/> 1007 Rent Schedule	<input type="checkbox"/> 2006 Desk Review	<input type="checkbox"/> REO	
	<input type="checkbox"/> 1025 Multi-Family	<input type="checkbox"/> 2055 Exterior (Drive-by)	<input type="checkbox"/> Value Reconciliation	
	Other:			
<b>BPO Products</b>	<b>Note: All product times are calculated on business days</b>			
	<input type="checkbox"/> 3S3L	<input type="checkbox"/> 3S	<input type="checkbox"/> 3S3L HE	<input type="checkbox"/> 1S
	<input type="checkbox"/> Damage Verification Report	<input type="checkbox"/> Value View Inspection	<input type="checkbox"/> Exterior	<input type="checkbox"/> Interior
	<u>Variations</u>	<input type="checkbox"/> Standard 5 Day	<input type="checkbox"/> Rush 2 Day <b>(NOT AVAIL ON INTERIOR)</b>	<input type="checkbox"/> Rush 3 Day
<b>BPO Comparables</b>	Allow REO Comparables? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, prior within: <input type="checkbox"/> 6 months <input type="checkbox"/> 12 months	
	Allow estimates for Property Characteristics? <input type="checkbox"/> Yes* <input type="checkbox"/> No			
	* Estimates are always allowed on house accounts.			
<b>POLICIES AND PROCEDURES</b>				
<b>Special Appraisal Requirements</b>	<b>Note: VPS adheres to all guidelines established by the USPAP, FNMA, FHLMC, including the HVCC, as well as applicable Federal and State Regulations.</b>			
<b>Confidentiality</b>	The parties acknowledge and agree that, as a result of negotiating, entering into and performing this Agreement, each party (a "receiving party") has and will have access to certain confidential information of the other party (a "disclosing party"). "Confidential Information" may be in written, oral,			

	<p>or electronic form and includes, without limitation, business volumes or usage, financial information, pricing information, operational procedures and handbooks, software, software documentation, other technical or scientific information (including without limitation all trade secrets, inventions, techniques, know-how and similar information) and information concerning business plans or business strategies. Confidential Information also shall include nonpublic personal information, as defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute and the rules and regulations promulgated thereunder, all as may be amended or supplemented from time to time, ("GLBA") and any other applicable law, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws").</p> <p>Information will not be deemed Confidential Information for purposes of this Agreement if such information: (1) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (2) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (3) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (4) is independently developed by the receiving party without reference to the Confidential Information of the disclosing party, as evidenced by the receiving party's records created in the ordinary course of business. All Confidential Information shall remain the exclusive property of the disclosing party. At any time upon request by the disclosing party, the receiving party shall promptly surrender to the disclosing party all Confidential Information in the receiving party's possession, or destroy all copies thereof. Receiving party will not retain any copies of the disclosing party's Confidential Information. Upon written request, an authorized officer of receiving party will certify in writing that receiving party has complied with any request for surrender or destruction. Notwithstanding the foregoing provision, Confidential Information stored electronically in receiving party's archives may be retained in accordance with receiving party's archive policies and procedures, provided that all such Confidential Information so retained shall remain subject to the use and disclosure restrictions of this Agreement until such Confidential Information is destroyed.</p> <p>The parties agree that, during the term of this Agreement, the receiving party shall (a) use and reproduce the disclosing party's Confidential Information only to perform its obligations hereunder and for internal research and development with the intent of improving the Services or other services to be offered pursuant to this Agreement, (b) restrict disclosure of the disclosing party's Confidential Information to its employees and contractors with a need to know the Confidential Information to enable the receiving party to perform its obligations under this Agreement, and (c) not disclose the disclosing party's Confidential Information to any third party (including, but not limited to, any third party consultant, contractor, or agent) without first obtaining such third party's agreement to maintain the confidentiality of the disclosing party's Confidential Information under terms and conditions at least as stringent as those set forth in herein. Notwithstanding the requirements of this Agreement, the receiving party may disclose Confidential Information of the disclosing party to the extent it is required to do so under law or in a judicial or other governmental investigation or proceeding</p>
<p><b>Disclaimer</b></p>	<p>EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VPS SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.</p> <p>AVMs and BPOs do not constitute an appraisal of the subject property and as such may not be relied upon in lieu of an appraisal or underwriting process. THE ACCURACY OF THE METHODOLOGY USED TO DEVELOP THE FIELD INSPECTION, AVM, or BPO, THE EXISTENCE OF THE SUBJECT PROPERTY, AND THE ACCURACY OF THE PREDICTED VALUE ARE ESTIMATIONS OF VALUE BASED ON AVAILABLE DATA AND ARE NOT GUARANTEED OR WARRANTED. The condition of the subject property and current market conditions can greatly affect the validity of any given AVM or BPO. BPOs and AVMs may not include a physical inspection of the subject property or a visual inspection or analysis of current market conditions by a licensed or certified appraiser, which is typically included in an appraisal.</p>

	<p>VPS IS NOT RESPONSIBLE FOR AND WILL NOT REIMBURSE CLIENT FOR ANY LOSSES INCURRED DUE TO A REDUCTION IN VALUE OF THE PROPERTY RELATED IN ANY WAY TO ECONOMIC CONDITIONS RESULTING IN A DECLINE IN REAL ESTATE VALUES OR EVENTS OCCURRING OR CIRCUMSTANCES ARISING AFTER THE DATE OF PERFORMANCE OF THE SERVICES.</p>																					
<p><b>Limitation of Liability</b></p>	<p>VPS's cumulative liability for any loss or damage, direct or indirect, for all causes whatsoever (including, but not limited to those arising out of or related to this Agreement), will in no way exceed the aggregate amount payable to VPS for the Services which directly gave rise to the liability during the two (2) calendar months immediately preceding the date the first cause of action arose ("Aggregate Cap"). Further, VPS will have no liability for any cause of action against VPS which became known to Customer or should have been known by Customer with reasonable investigation, more than two years prior to the filing of a suit alleging such cause of action.</p> <p>VPS retains the right to direct the defense of any actual or potential claims against VPS, or any actual or potential claim against Customer for which Customer seeks indemnification or reimbursement from VPS. It is specifically understood and agreed to by the Parties hereto that any monies contributed by a third party on behalf of VPS to the settlement of a claim for reimbursement or indemnification by Customer, including, but not limited to any monies contributed by an insurance carrier and/or guarantor, shall be considered a direct contribution by VPS in terms of calculating the Aggregated Cap.</p> <p>No Special Damages. Neither party will be liable for indirect, consequential, special, or punitive damages of any kind, including lost profits or lost savings, or for any claim against Customer by any third party, even if the party is aware of the possibility thereof.</p>																					
<p><b>Client Specifications</b></p>	<p><b>Note: Please list any special guidelines that apply. Special requirements might result in increased fees.</b></p> <p>Client Guidelines:</p>																					
<p><b>Cancellation Policy</b></p>	<p><b>Note: The following charges will be applied if an open order is cancelled.</b></p> <table border="1" data-bbox="321 1182 1541 1570"> <thead> <tr> <th colspan="2" data-bbox="321 1182 894 1308"> <b>Appraisal Products</b>                      1004, 1025, 1073, 2055, 2065, 2070, 2075,                      (Non)Desk Review, Field Review, AVM                 </th> <th colspan="2" data-bbox="894 1182 1541 1308"> <b>Standard BPO Products</b>                      1S, 3S, 3S3L, FNMA, 1092-Int &amp; Ext                 </th> </tr> <tr> <th data-bbox="321 1308 667 1360"><i>Product Status</i></th> <th data-bbox="667 1308 894 1360"><i>Fee Assessed</i></th> <th data-bbox="894 1308 1321 1360"><i>Product Status</i></th> <th data-bbox="1321 1308 1541 1360"><i>Fee Assessed</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="321 1360 667 1413">Order Assigned</td> <td data-bbox="667 1360 894 1413">Up to \$50.00</td> <td data-bbox="894 1360 1321 1413">Order Assigned</td> <td data-bbox="1321 1360 1541 1413">\$30.00</td> </tr> <tr> <td data-bbox="321 1413 667 1493">Property Inspected</td> <td data-bbox="667 1413 894 1493">50 - 100% of Full Fee</td> <td data-bbox="894 1413 1321 1493">Property Inspected</td> <td data-bbox="1321 1413 1541 1493">\$30 up to Full Fee</td> </tr> <tr> <td data-bbox="321 1493 667 1570">Customer "no show" at appointment</td> <td data-bbox="667 1493 894 1570">\$75.00 to \$150.00</td> <td data-bbox="894 1493 1321 1570">Completed</td> <td data-bbox="1321 1493 1541 1570">Full Fee</td> </tr> </tbody> </table>		<b>Appraisal Products</b> 1004, 1025, 1073, 2055, 2065, 2070, 2075, (Non)Desk Review, Field Review, AVM		<b>Standard BPO Products</b> 1S, 3S, 3S3L, FNMA, 1092-Int & Ext		<i>Product Status</i>	<i>Fee Assessed</i>	<i>Product Status</i>	<i>Fee Assessed</i>	Order Assigned	Up to \$50.00	Order Assigned	\$30.00	Property Inspected	50 - 100% of Full Fee	Property Inspected	\$30 up to Full Fee	Customer "no show" at appointment	\$75.00 to \$150.00	Completed	Full Fee
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<p><b>License Information</b></p>	<p>As a value-added service, First American actively manages Appraiser/Field Associate service levels, and monitors quality and time-sensitive documentation to ensure compliance with standard industry practices. First American assumes the responsibility of monitoring Appraiser/Field Associate license and résumé, therefore, does not customarily provide these Appraiser/Field Associate documents to clients.</p>																					
<p><b>Customer Services</b></p>	<p><b>First American Customer:</b> Which First American Services are you currently using?  <input type="checkbox"/> Credit/CREDCO   <input type="checkbox"/> Flood   <input type="checkbox"/> Title   <input type="checkbox"/> Field Services   Other:</p>																					
<p><b>Entire Agreement</b></p>	<p>This Agreement constitutes the entire agreement between the parties with respect to, and supersedes any prior understanding or agreement, oral or written, relating to the subject matter herein.</p>																					

<b>Severability</b>	If any of the provisions of this Agreement becomes invalid, illegal, or unenforceable in any respect under any law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
<b>Waiver; Modifications</b>	No waiver by either party of any breach by the other party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision hereof. No such waiver shall be effective unless in writing, and then only to the extent expressly set forth in the writing. No modifications of this Agreement shall be effective unless in writing and signed by both parties.
<b>Governing Law and Forum; Attorneys' Fees</b>	The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Texas applicable to agreements executed and to be performed solely within such State.
<b>Relationship of Parties</b>	Neither party is, nor shall be, a partner, joint venture, agent, or representative of the other party, solely by virtue of this Agreement. Neither party has the right, power, or authority to enter into any contract or incur any obligation, debt, or liability on behalf of the other party.
<b>No Third Party Rights</b>	This Agreement shall not provide any person that is not a party to the Agreement with any remedy, claim, liability, reimbursement, cause of action, or other right, in excess of those existing, without reference, to this Agreement.
<b>Uncontrollable Events</b>	No party shall be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises for reasons beyond the reasonable control of such party. The time for performance of any act delayed by such causes shall be postponed for a period equal to the delay; provided, however, that the party so affected shall give prompt notice to the other party of such delay. The party so affected, however, shall use its best efforts to avoid or remove such causes of nonperformance and to complete performance of the act delayed, whenever such causes are removed.
<b>Assignment</b>	Customer may not assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of VPS. Any attempt to assign this Agreement without VPS' consent shall be void.. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns. VPS may terminate this Agreement immediately upon written notice if Customer undergoes a change of ownership or control, which shall be deemed to have occurred upon Customer entering into a binding agreement with respect to such change of ownership or control. For purposes of this Section, "change of ownership or control" shall mean any transaction or series of transactions in which Customer merges with another entity or in which more than fifty percent (50%) of the voting stock or other voting securities or ownership interests of Customer, or all or substantially all of the assets of Customer, are acquired by another entity (alone or in combination with its affiliates)
<b>Notices</b>	Any notice or other communication required or permitted under this Agreement shall be sufficiently given if delivered in person or sent by facsimile or by registered or certified mail, postage prepaid, addressed as shown on the signature page of this Agreement, with a copy to VPS' counsel, 1 First American Way, Westlake, TX 76262, attention: Legal Department, or such other address or number as shall be furnished in writing by any such party. Such notice or communication shall be deemed to have been given as of the date so delivered, sent by facsimile or mailed.
<b>Headings</b>	Headings at the beginning of each section and subsection are solely for convenience and are not intended to be a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.
<b>Counterparts</b>	This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties hereto shall not affect the validity hereof. For the avoidance of doubt, a signature on a copy of this Agreement received by either party by facsimile or portable document format (PDF) is binding upon the executing party and shall be deemed an original signature. The parties shall treat a photocopy or electronic image of such facsimile or PDF document as a duplicate original.

**CLIENT ACKNOWLEDGEMENT**

<b>Certification</b>	I certify that the foregoing information is true and accurate to the best of my knowledge. I agree that I am solely responsible for the total Appraisal/BPO cost, and for all extraneous costs relating to special guidelines, order cancellations, and Appraiser/Field Associate documentation that are generated in my name under my established account number, I agree to comply within 30 days of receipt to the standard terms of sales that require payment upon receipt of invoice if an up-front payment method is not required.
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<b>Executed:</b>	_____	_____
	Business Name	License Number (Business, Broker, etc.)
	_____	_____
	Print Name	Date
_____	_____	_____
Signature	Title	_____
		Phone

<b>Executed:</b>	_____	_____
	First American	Date
	David Williams	Division Vice President
	Print Name	Title
_____	801-303-1402	_____
Signature	Phone	_____

<b>Relationship Contacts:</b>	_____	_____
	National or Strategic Account Director	Phone
	_____	_____
Sr. Product Specialist	Phone	_____
_____	_____	_____
Client Account Specialist	Phone	_____
		SIEBEL Opportunity ID: