

INFINITY
International Processing Services. Inc.
www.infinitytitleinfo.com

ABSTRACTOR'S APPLICATION

Abstractor Requirements

1. Copies of Diplomas/Certificates received and Designations held.
2. Copies of State License or Certification
3. Copy of Errors and Omissions declaration page
4. Copy of Resume or Business Pamphlet
5. The W-9 Form
6. Disclaimer

Send the above mentioned documents with the application on the following

E-mail: abstractor@infinityinternationals.us OR Fax: [888-484-5556](tel:888-484-5556).

Personal Information:

Organization Name:		<u>E-Mail:</u>	
		Organization:	
		Personal:	

Is your company organized, what type? (Corporation, Sole Prop, Other)

Federal Tax ID:		SSN:	
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Name (last name first):

Physical Address:

Street Address:
City:
State:
Zip Code:

Mailing Address:

Street Address:
City:
State:
Zip Code:

Telephone Numbers:

Independent Contractor Abstractor Engagement Agreement - 2.4

Office No:	Home No:
Courthouse No:	Cell No:
Pager No:	Fax No:
How would you like to receive your abstract orders? (Fax / E-mail/FTP)	
How would you send back the completed search package? (Fax / E-mail/FTP)	
<u>Service Area:</u>	
List all counties where you are qualified to complete title searches: (If the county list is more in number or in image format , please attach the sheet of your coverage county)	
Any References? Yes , provide details	
Company Name and Address:	
Contact Person:	
Phone Number:	Ext:

Please select the Product and enter your Fees and Turn Around Time.

Services	Fees	Turn Around Time
Current O & E Search (Inclusive of tax)		
Two Owner Search		
Full Search (Inclusive of tax)		
Update		
Document Retrieval		
Deed Search		
Vesting/Legal Report		
Judgment/Lien Search		
Recording Services		
Copy Charges/Page		

Independent Contractor Abstractor Engagement Agreement - 2.4

How much time (hrs) would you give us for canceling a particular order that was allotted to you i.e. Cancellation Time ?	
What would you charge, for the cancelled order as handling charges if we exceed the Cancellation Time ?	

Kindly Read the following Disclaimer & Payment terms and Sign in as an Acceptance.

This Agreement sets forth the term and conditions under which all Abstractor will perform search/tax/recording assignments from Infinity (referred as “INFINITY”) and the compensation received by you as an independent contractor for services performed on behalf of Infinity International Processing Services, Inc (referred as “INFINITY”)

“Abstractor” defines the independent contractor fee abstractor and all of its affiliates and subsidiaries that now or hereafter may provide any good and services to INFINITY or its Clients/Lender with an Independent Contractor Abstractor Engagement Agreement with INFINITY.

1. INFINITY and Abstractor Agree to the Following:

- a. Abstractor is an independent contractor, not an employee or agent of Infinity
- b. Abstractor shall provide 1099 form and is responsible for all applicable federal, state and local taxes or other charges
- c. INFINITY does not guarantee any minimum search/tax/recording work to any Abstractor
- d. Abstractor shall maintain valid Errors and Omissions insurance policy with a minimum coverage of \$1,000,000 per claim with retroactive date as 1st January 2009 or earlier

e. INDEMNIFICATION:

- i. Abstractor will indemnify, defend, save and hold harmless INFINITY and its Clients/Lender and Client/Lenders’ entities, from against any and all liability, claims, damages, losses, fines, judgments, suits, decrees, costs and expenses, including reasonable attorney fees and any other costs, fees and expense that INFINITY or its Clients/Lender or Clients/Lender’s entities may sustain in any way related to or resulting from (i) any liability due to negligent work and/or breach of this Agreement. (ii) any other incompetent act or unlawful behavior relating to the acceptance and completion of any search/tax/recording assignment, (iii) for any liability due to personal injury or accident sustained while performing an search/tax/recording work on behalf of INFINITY and its Clients/Lender and its Lender/Clients’ entities. (iv) any search/tax/recording work submitted to INFINITY by Abstractor

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- ii. In addition to any and all other obligations of Abstractor hereunder, and any and all other remedies available to INFINITY under this Agreement, Abstractor agrees that if INFINITY's Clients/Lenders or its entity is required to repurchase a mortgage/lien/judgment/tax or any other encumbrance for any reason in any way related to or resulting from any search/tax/recording work submitted by Abstractor pursuant to this Agreement, Abstractor shall pay INFINITY an amount equal to the repurchase price paid by such INFINITY's Clients/Lenders or its entities to repurchase such mortgage loan/lien/judgment/tax, including reasonable attorney fee.
- f. Search/Tax/Recording completed by Abstractor and transmitted to INFINITY are not the property of the Abstractor. Abstractor will not provide any copy in whole or in part of any search/tax/recording to any other unauthorized party(ies). INFINITY will have the rights to use this search/tax/recording whole or in part.

2. Abstractor Warrants and Represents to INFINITY and All its Lender/Clients:

- a. Abstractor shall review all INFINITY guidelines for search/tax/recording assignments. Abstractor agrees to the said guidelines and will complete each search/tax/recording work in compliance to these guidelines.
- b. Acceptance of the search/tax/recording assignment OR its corresponding "Order Sheet", confirms that Abstractor has the knowledge and experience to complete the assignment in a competent manner and is familiar with all market factors in the geographic area of the property being searched/taxes being found/recorded.
- c. **CONFIDENTIALITY:** Abstractor shall keep all information and work done for Infinity confidential. Abstractor will also indemnify and defend INFINITY and its Clients/Lender for security breaches, violations of the GLBA caused by the Abstractor and hold INFINITY harmless of negligence and loss or material alteration of customer information.
- d. Never at any stage of search the abstractor should directly liaise with the Client/Lenders of Infinity.
- e. Abstractor will update INFINITY immediately about Order status every 24 hours, specifically status of receipt confirmation and Order which may take longer due to complications.

3. Payment Terms

Payment will be released after 30 days of receiving monthly invoice.

- 4. Notwithstanding any termination or expiration of this Agreement the representations and warranties under various clauses and the rights and obligations under the Clauses entitled 'CONFIDENTIALITY', and 'INDEMNIFICATION', shall survive and continue and shall bind the parties and their legal representatives, successors, heirs and assigns.
- 5. This Agreement supersedes any other agreement. However, all warranties of the previous agreement(s) will remain in force for respective previous orders

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6. I have read and fully understood the Independent Contractor Abstractor Engagement Agreement and agree to all the terms and conditions contained herein. I certify that I will comply with the terms and conditions of the Independent Contractor Abstractor Engagement Agreement and perform all search/tax/recording assignments accordingly. This Agreement, in addition to any other INFINITY addendums constitute the entire agreement between Abstractor, INFINITY

Abstractor Signature

Date

Abstractor Printed Name & Designation

INFINITY Signature

Date

By its:

For additional information Contact us at: 443-283-2810