



# SUNTENDER VALUATIONS

## Independent Contractor Appraiser Service Agreement

This Independent Contractor Appraiser Service Agreement is made between Suntender Valuations, Inc. ("Suntender") and \_\_\_\_\_ ("Appraiser"). Any appraiser who signs up originally with Suntender directly will have the right to receive assignments directly vs through any appraisal group they may be associated with.

### BACKGROUND

Suntender Valuations, Inc. is headquartered in Pleasanton, California. We are an Appraisal Management Company desiring to provide appraisal assignments to Appraiser from time-to-time at Suntender's discretion. Appraiser is a licensed or certified state appraiser seeking independent contractor appraisal assignments from Suntender from time-to-time at Appraiser's discretion. Appraisal assignments will only be made available if Suntender has a valid license in the state or the state allows for operation without a licensing requirement.

The same background rules apply for future states Suntender expands to, Suntender will solicit future appraisers prior to getting official license in the state. Suntender solicits prior to expanding in order to set pricing based on State Appraisers Quoted Fees.

No assignments will ever be assigned to any appraisers if Suntender does not have approval to operate in the state

### AGREEMENT

**1. Services.** Appraiser may accept proposed appraisal assignments from Suntender at Appraiser's discretion. Appraiser may also counter both the fee and due date, but must due prior to accepting the order in the portal. Appraiser is responsible to read the Appraisal Type details prior to accepting any order to understand the forms required for the assignment. For accepted assignments, Appraiser shall perform the necessary appraisal services in a professional manner and in compliance with the standards, policies, requirements and procedures set forth by Suntender. Appraisal assignments are due at NOON on the due date. Suntender valuations request open communication throughout the entire process and updates be provided via Suntender portal.

**2. Compensation & Expenses.** As compensation for appraisal services provided, Suntender shall pay to Appraiser the fee the Appraiser accepted in the Suntender Portal. Please do not discuss appraisal fees with Client of Suntender. Any additional fees or expenses must be approved by Suntender prior to completion of the appraisal service. Payment of completed assignments will be made no later than 7 business days from the completion of the appraisal. Appraiser must provide signed contract, w9, valid license, E&O policy and optional ACH(voided check/account number/direct deposit) preferred to receive payment if no ACH provided check will be mailed once all documents provided. If any payment inquiry or check is lost appraiser must sign up for ACH payments moving forward. Funds will be available for collection for 1 year after completed date. Suntender will reach out for documents twice, at initial sign up and after each completed assignment, if documents are not provided or checks not cashed funds are forfeited to Suntender after 1 year from completed date of assignment. If appraisal is cancelled or appraiser must make additional trips due to client the trip fee is set at \$50 unless the trip is not standard then please inform Suntender to take that into consideration. Cancelled orders with no trip taken will not receive any payment as order has been cancelled. Assignment is not transferable. Appraiser needs to agree he does not take any assignment that the appraiser has a personal interest. If appraisal report/form is not submitted by due date or revision not performed within reasonable time without a valid reason, we have the right to reassign the

order without pay/trip fee even if inspection has already taken place.

**3. Non-Exclusivity.** This is a non-exclusive contract. Appraiser is free to work with other AMC's and Suntender is free to work with other appraisers. Suntender neither promises nor guarantees that Appraiser will receive a minimum number of orders or assignments, or that Appraiser will receive a minimum guaranteed revenue stream in connection with this Agreement.

**4. Independent Contractor.** At all times the parties shall remain independent contractors with respect to one another, and shall be responsible for their own taxes, equipment, expenses, and the like.

**5. Appraiser Standards.** Appraiser promises that for services performed pursuant to this Agreement, Appraiser will: (a) comply with applicable laws and regulations, including but not limited to those related to health & safety matters, (b) comply with generally accepted appraising standards, protocols, guidelines, and USPAP rules, (c) perform appraisal services in a professional manner, including but not limited to dressing business or business casual during assignments, and (d) reasonably communicate with Suntender to keep Suntender updated with necessary documents and information for the satisfactory completion of appraisal assignments. Appraiser is expected to update the portal with inspection date, check inspected box after inspection takes place and submit order by due date as agreed to when assignment accepted. Any delays must be communicated with Suntender so they can advise the lender. Appraiser is expected to update portal profile with up to date Phone Number, Address, Base Fee, E&O and License details.

If anyone attempts to influence your value please inform our office immediately. If a lender has a question or request for value to be reviewed we will provide a request for consideration form filled out by the client.

Below is our expectation:

The appraiser attests that the above referenced appraisal report was completed in compliance with the appraisal independence requirements of the federal Truth in Lending Act.

In producing this appraisal, the appraiser has not been influenced, nor has been subject to an attempt to influence, the result of this review through coercion, extortion, collusion, compensation, intimidation, or bribery. No estimate regarding the subject property's value, proposed loan amount, or proposed loan-to-value ratio, was provided or communicated to the appraiser, except if a purchase agreement was provided for a purchase transaction as required by USPAP Standards Rule 1- 5(a).

**6. Appraiser License & E&O Insurance.** Appraiser represents that Appraiser (and where applicable employee of Appraiser) has the capability, experience, means and appropriate licenses and E&O insurance required to perform the services contemplated by this agreement. Appraiser will provide evidence to Suntender that Appraiser's license and E&O insurance are current and in good standing. Appraiser agrees to notify Suntender immediately of any change in the status or standing of Appraiser's license, E&O insurance or any pending disciplinary or criminal proceedings against Appraiser.

**7. Access to information.** Appraiser shall not release to or share with unauthorized third parties any of Suntender's proprietary information, or confidential information relating to any appraisal assignment. Appraiser shall immediately notify Suntender of the occurrence of any unauthorized sharing or release of such information. This section 7 survives termination of this Agreement.

**8. Non-Competition Clause.**

The Noncompeting Party will be prohibited from soliciting Protected Party's customers or clients. The Noncompeting Party will be prohibited from disclosing the Protected Party's confidential information. The Noncompeting Party will not be able to hire Protected Party's employees. This section 8 survives termination of this Agreement for 2 years.

**9. Term.** This agreement shall commence upon accepting assignment in Suntender portal or signing below, and shall continue until either party provides seven days advance written notice of cancellation. This agreement may be signed by electronically and/or by counterparts. This is the entire agreement of the parties on this subject matter, and may not be altered except by a written agreement signed by both parties.

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Appraiser

Date

Suntender Valuations, Inc.