



## California Appraisal Firm Agreement

A copy of this document will be emailed to you upon completion.

### **Quick Start – What we need from your appraisal firm:**

1. Review Service Level Expectations below
2. Complete *Questionnaire* below (three questions)
3. Have an authorized owner, officer, member or partner of your appraisal firm sign the attached *California Appraisal Firm Service Provider Agreement*
4. Complete W-9 and Direct Deposit information on our site (if not previously completed)

---

## **Introduction to PropertyRate**

### **Who We Are**

Since 2004, PropertyRate LLC has been a respected full-service Appraisal Management Company located in Orange, California. As a nationwide AMC, we strive to provide unparalleled *service* and *quality* to our clients and maintain *long-standing, respectful* relationships with the appraisers and appraisal firms that provide their services to us. We love what we do, and we have created loyal relationships with both lenders and appraisers/appraisal firms.

### **Our Philosophy**

We have a business philosophy that reflects our focus, communication, teamwork, professionalism and respect for the appraisers and appraisal firms that perform services for us. We pay appraisal firm service providers within 15 business days of order completion, and are constantly striving for an optimal relationship, as we are aware that our mutual success depends on how well we work together as a team.

### **Our Mutual Compliance with California’s New Laws for Independent Contractor Relationships**

Due to recent changes in California labor and contracting laws enacted by Assembly Bill 5, PropertyRate contracts exclusively in California with appraisal firms that are “business entities” within the meaning of Assembly Bill 5 – these firms may be sole proprietorships, partnerships, limited liability companies, limited liability partnerships or corporations. In California, we do not contract with individual appraisers. Accordingly, our onboarding process requires verification in the questionnaire and contract below that the appraisal firm we are contracting with is one of these forms of business.

It is our intention, and we anticipate that it is your firm’s as well, that we comply with the new requirements and that we will be independent contractors to each other in a business-to-business relationship. If you have any questions about this, please feel free to contact us.

---

## 1. Service Level Expectations for California Appraisal Firms

---

Communication/Updates and Due Dates are important to us.

We ask each of our Appraisal Firm service providers to agree to the following Service Level Expectations for every order (complex properties and rural/remote areas may be exempt, if agreed in advance, in writing by PropertyRate and Appraisal Firm):

- 1) We request updates on all status changes will be communicated promptly via our website or phone at 877-777-7283 (press \*).
- 2) Orders will be accepted or declined within 24 hours of receipt.
- 3) Borrowers or any other designated property contact will be contacted within 24 hours of order acceptance, unless alternative arrangements have been made previously.
- 4) All reports will be submitted by the agreed upon Due Date (\*\*Complex properties or other delays to be communicated to the office immediately)
- 5) Condition requests will be addressed within 24 hours of receipt (request for additional comps may require more time)

Failure to reasonably comply with these Service Level Expectations or the terms of an order's Engagement Letter may result in the cancellation, without fee, of such order at PropertyRate's discretion.

---

## 2. Questionnaire

---

Do you agree on behalf of your appraisal firm to the above Service Level Expectations for all orders?

Yes

No

Comments:

For each appraiser affiliated with your firm who will perform appraisals delivered to PropertyRate, please provide their name, years each appraiser has been licensed or certified, and the counties and/or zip codes covered by each appraiser:

Patricia Snuggs - Appraiser  
years certified

Counties covered : Los Angeles, Orange, portions of San Bernardino and Riverside

Within the last five (5) years has an appraiser affiliated with your firm been disciplined by a state appraisal board, state real estate agency, or any other regulatory agency?

Yes

No

If yes, please briefly explain the circumstances:

Have you ever been named as a defendant or cross-defendant in civil litigation pending at any time during the ten years prior to the inquiry asserting any claim against the employee for fraud, misrepresentation, or professional negligence arising from or related to mortgage lending or servicing, banking, appraisal, appraisal management, or real estate services?

Yes

No

If yes, please briefly explain the circumstances:

---

### **3. CALIFORNIA APPRAISAL FIRM SERVICE PROVIDER AGREEMENT**

---

This California Appraisal Firm Service Provider Agreement (“Agreement”) between PropertyRate, LLC (“PR”), an appraisal management company registered in the State of California, and the real estate appraisal firm executing this Agreement (“APPRAISAL FIRM”) shall be effective as of the date executed and accepted by APPRAISAL FIRM and PR’s receipt of an executed copy (this date of acceptance will be referred to as the “Effective Date” below).

APPRAISAL FIRM and PR agree:

- A. APPRAISAL FIRM is a sole proprietorship, partnership, limited liability company, limited liability partnership or corporation engaged in the business of providing professional real estate appraisal services performed by one or more licensed or certified appraisers affiliated with the APPRAISAL FIRM as owners, partners, members, shareholders, employees or contractors. Appraisers affiliated in any of these manners with the APPRAISAL FIRM are referred to in this Agreement as “APPRAISER(S).”
- B. PR is an appraisal management company, providing appraisal management services to mortgage lenders and other clients. As an appraisal management company, PR contracts with independent real estate appraisal firms in California to provide appraisal services to PR. PR is not an appraisal firm itself and does not itself or through its staff members perform real estate appraisals for third-party clients.

- C. APPRAISAL FIRM desires to provide professional appraisal services performed by its APPRAISER(S) to PR under the terms and conditions of this Agreement and in accordance with all requirements for legally proper classification as an independent contractor under California law, including the requirements set forth in Assembly Bill 5, enacting California Labor Code section 2750.3. Neither PR nor APPRAISAL FIRM intends or desires to create any employee relationship between each other or between PR and any APPRAISER(S) performing services on behalf of APPRAISAL FIRM.

Accordingly, APPRAISAL FIRM and PR agree that APPRAISAL FIRM will provide professional appraisal services to PR on the following terms and conditions:

**1. General Nature of APPRAISAL FIRM's Services to PR.** APPRAISAL FIRM, through one or more of its APPRAISER(S) who are members of PR's panel of eligible real estate appraisers, will provide professional appraisal services in accordance with the terms and conditions of this Agreement for appraisal orders accepted by APPRAISAL FIRM in separate orders or in other forms of appraisal service requests from PR (via electronic ordering portals or by other means), identifying the subject property, requested completion date, report format and other assignment-specific information pertinent to each appraisal engagement (each such Order or request is referred to as an "Order" in this Agreement).

Each Order will identify an APPRAISER affiliated with the APPRAISAL FIRM who is a qualified, eligible member of PR's appraiser panel and who has been selected in accordance with federal and state requirements as having the requisite license, education, expertise and experience necessary to complete the appraisal assignment for the particular market and property type. Depending on its own capacity and whether APPRAISAL FIRM has other eligible APPRAISERS on its staff, APPRAISAL FIRM may arrange with PR for another APPRAISER affiliated with the APPRAISAL FIRM to complete the appraisal order, upon verification that the other APPRAISER possesses the requisite license, education, expertise and experience and meets the requirements of this Agreement.

**2. Acceptance of Orders and Payment of Appraisal Fees.** APPRAISAL FIRM agrees and represents that its APPRAISER(S) are authorized to accept orders and Orders on APPRAISAL FIRM's behalf and that such accepted orders are subject to and will be performed under the terms of this Agreement. **PR will pay the fee stated in an Order within 15 business days after PR's receipt of a completed report fulfilling the terms of the Order and meeting the other requirements of this Agreement.** PR will make payment only to APPRAISAL FIRM and not to an individual APPRAISER.

To receive payment, APPRAISAL FIRM must provide PR a properly completed IRS Form W-9 bearing APPRAISAL FIRM's name and EIN, if applicable. (An EIN on the W-9 is not required if the APPRAISAL FIRM is a sole proprietorship or single-member LLC. If the APPRAISAL FIRM is such an entity, the owner of the APPRAISAL FIRM may provide either his or her own Social Security Number or an EIN for the business on the W-9. An EIN may be obtained immediately online at no cost from the IRS.)

Nothing in this Agreement requires APPRAISAL FIRM to accept any Order from PR, and nothing in this Agreement promises or guarantees APPRAISAL FIRM any particular volume of appraisal orders or revenue for any particular time period.

**3. APPRAISAL FIRM's Responsibilities and Representations to PR.** APPRAISAL FIRM agrees and represents that:

- a. **Business Entity.** APPRAISAL FIRM is a sole proprietorship (owned either by an APPRAISER or a different individual), partnership, limited liability company, limited liability partnership or corporation engaged in the business of providing real estate appraisal services through licensed or certified real estate appraisers. The person authorized to accept this Agreement on behalf of APPRAISAL FIRM will accurately indicate APPRAISAL FIRM's type of business entity.
- b. **License or Certification of APPRAISER(S).** No APPRAISER performing services on behalf of APPRAISAL FIRM under this Agreement has had an appraisal license or certification revoked or denied in any state or jurisdiction or has relinquished any appraisal license or certification with disciplinary charges pending. APPRAISAL FIRM will notify PR immediately upon any suspension, revocation or relinquishment of an appraisal license or certification in any state or jurisdiction of any APPRAISER(S) performing services on APPRAISAL FIRM's behalf under this Agreement. APPRAISAL FIRM will not accept an Order for or allow the performance of any appraisal unless the APPRAISER performing the accepted Order is actively licensed or certified as an appraiser in the state in which the subject property is located and legally authorized to perform appraisals in that state or jurisdiction as of the dates of assignment and performance. APPRAISAL FIRM will provide PR with a copy of its APPRAISER(S)'s licenses or certifications upon request.
- c. **Qualifications and Competency of APPRAISER(S).** APPRAISAL FIRM will not accept and no APPRAISER(S) will perform on its behalf any appraisal assignment unless the following criteria are met:
  - (i) the APPRAISER is legally qualified to perform the assignment under the applicable state's licensing and certification laws,
  - (ii) the APPRAISER is competent to perform appraisals of the subject property's type,
  - (iii) the APPRAISER possesses relevant geographic competency for the assignment,
  - (iv) the APPRAISER does not possess a present or prospective interest in the subject property and does not have a personal interest with respect to the parties involved or any personal bias or conflict of interest, and
  - (v) the APPRAISER has access to appropriate data sources for the assignment. APPRAISAL FIRM agrees to notify PR immediately in writing if APPRAISAL FIRM or any APPRAISER later determines that the APPRAISER is not qualified or competent to complete an appraisal assignment.

APPRAISAL FIRM and its APPRAISER(S) are aware that misrepresentation of qualifications or competency may violate applicable state law, may violate the Uniform

Standards of Professional Appraisal Practice (“USPAP”), and may require PR to report matters under its mandatory obligations concerning reporting of USPAP violations or other misconduct to state appraiser licensing and certification agencies.

- d. **Compliance with Standards and Laws.** APPRAISAL FIRM’s APPRAISER(S) will perform the appraisal services contracted under this Agreement in conformity with USPAP, the Appraisal Independence Requirements of the Dodd-Frank Act, and all other applicable laws, regulations and guidelines pertaining to professional appraisal services, including full compliance with the relevant provisions of: Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act); the Fair Credit Reporting Act, Public Law 91-508; and the Equal Credit Opportunity Act (ECOA), Public Law 94-239 and 12 CFR Part 202 and 5 CFR 5.105(a)(1) and (2). APPRAISAL FIRM’s APPRAISER(S) will eliminate all considerations of race, color, national origin, religion, sex, familial status, or disability from the appraisal process including considerations of race or national origin of the homeowner, homeowner’s neighbors, and the racial composition of neighborhoods where comparable properties are identified.
- e. **Adherence to Service Level Expectations.** APPRAISAL FIRM agrees that its APPRAISER(S) will follow the service level expectations applicable and currently in effect for PR.

**4. APPRAISAL FIRM’s Contracting Relationship with PR.** APPRAISAL FIRM and PR acknowledge and agree that this Agreement is between independent businesses that are separately owned and operated. The parties intend this Agreement to create the relationship only of principal and independent contractor, with PR being the customer of APPRAISAL FIRM’s services, and not that of employer and employee – either between APPRAISAL FIRM and PR or between any APPRAISER(S) and PR.

APPRAISAL FIRM and PR agree and represent to each other that the contracting relationship between them is consistent with the criteria described below in this Section 4 and that they will continue to maintain their contracting relationship in a manner that is consistent with these criteria for the duration of the Agreement. If APPRAISAL FIRM discovers in the future that any of these criteria are not being met, APPRAISAL FIRM agrees that it will inform PR immediately and cooperate with PR in resolving the issue. APPRAISAL FIRM and PR desire to remain independent contractors to each other.

- a. **APPRAISAL FIRM and Its APPRAISER(S) Are Free from the Control and Direction of PR.** PR does not and will not control or direct performance of the appraisal services rendered by APPRAISAL FIRM and its APPRAISER(S). APPRAISAL FIRM and its APPRAISER(S) are solely responsible for determining the manner and means in which they perform the contracted appraisal services in compliance with USPAP, in accordance with applicable laws, regulations and guidelines, and in satisfaction of service level standards implemented by PR.
- b. **APPRAISAL FIRM Is Providing Services to PR.** The appraisal services contracted under this Agreement are being rendered and delivered to PR, and PR is solely responsible for paying for the services rendered to PR. APPRAISAL FIRM agrees that neither it nor its APPRAISER(S) will charge or invoice any party other than PR for services provided under this Agreement. PR is the customer of APPRAISAL FIRM in

engaging, paying for and receiving delivery of the services contracted under this Agreement.

- c. **Contractual Nature of Agreement Between APPRAISAL FIRM and PR.** This agreement is a written contract between APPRAISAL FIRM and PR and governs all services performed by APPRAISAL FIRM and its APPRAISER(S) for PR. The Agreement constitutes the complete, final, entire, and exclusive agreement between the parties about such services, and it supersedes any and all prior agreements, representations and understandings of the parties, written or oral. Except as otherwise specifically provided in this Agreement, no addendum, supplement, modification or amendment of this Agreement will be binding unless agreed to in writing by the parties.
- d. **APPRAISAL FIRM's Responsibility for Any Required Business Licenses or Tax Registrations.** If APPRAISAL FIRM or its APPRAISER(S) are required by law, regulation or ordinance to have a business license or business tax registration in any city, county or other jurisdiction, APPRAISAL FIRM agrees and represents that it will obtain and continue to maintain any such required business licenses or business tax registrations.
- e. **Business and Work Location.** APPRAISAL FIRM and its APPRAISER(S) maintain their own business location(s) separate from PR's business location and will perform the appraisal services contracted under this Agreement at their own business location(s) or other work locations that are separate from any business or work location of PR.
- f. **APPRAISAL FIRM Is an Independently Established Business.** APPRAISAL FIRM is an independently established business separate from PR and customarily engages in the business of providing real estate appraisal services.
- g. **APPRAISAL FIRM Provides Services to Other Customers.** APPRAISAL FIRM actually and regularly contracts with other businesses besides PR to provide the same types of real estate appraisal services provided under this Agreement. APPRAISAL FIRM further understands and agrees that it is free, and expected, to maintain its own clientele and to provide services to other customers, including direct competitors to PR, without any restrictions from PR.
- h. **APPRAISAL FIRM Advertises and Holds Itself Out as a Separate Business.** APPRAISAL FIRM advertises (such as in business cards, websites or appraiser listings) and holds itself out to the public in general as providing appraisal services and does not limit its appraisal services only to PR.
- i. **APPRAISAL FIRM Is Responsible for All Resources Necessary to Perform the Appraisal Services.** APPRAISAL FIRM is solely responsible for providing the resources needed to perform the appraisal services contracted under this Agreement, such as licenses, computer equipment, software, phones and phone service, transportation, data subscriptions and insurance, and is solely responsible for the costs and expenses associated with such resources.
- j. **Negotiation of Appraisal Fees.** Regardless of whether an Order may offer an appraisal fee for a specific assignment, APPRAISAL FIRM (and its APPRAISER(S)) are free to negotiate different fees for appraisal services, to inform PR that an offered fee is not acceptable, and/or to decline any Orders. In addition, as a registered appraisal management company, PR seeks to pay fees for appraisal services that are customary

and reasonable for each appraisal. In the event that APPRAISAL FIRM believes that any offered fee is not customary and reasonable, APPRAISAL FIRM will inform PR.

- k. **Hours and Location of Work.** APPRAISAL FIRM is free to set its own hours and location of the services contracted under this Agreement, consistent with the nature of such appraisal services in terms of setting appropriate times for any inspection of subject properties.

**5. Confidentiality and Privacy.** APPRAISAL FIRM and its APPRAISER(S) will maintain the confidentiality and privacy of client and consumer information obtained in the course of performing services under this Agreement and of any “nonpublic personal information” about “customers” and “consumers” as those terms are defined in the Gramm-Leach-Bliley Act (“GLBA”) and/or in any other applicable privacy laws (collectively, all such information shall be referred to as “Confidential Information” in this section). APPRAISAL FIRM represents and agrees that its APPRAISER(S) and other personnel will not use or disclose any Confidential Information other than as necessary to carry out the permitted purposes for which such information was disclosed to or obtained or as required by law or legal process. APPRAISAL FIRM agrees to take all reasonable measures, including without limitation such measures as APPRAISAL FIRM takes to safeguard its own confidential information, to ensure the security and confidentiality of all Confidential Information, to protect against anticipated threats or hazards to the security or integrity of such Confidential Information and to protect against unauthorized access to or use of such Confidential Information. APPRAISAL FIRM shall promptly notify PR and all potentially affected parties in writing of each instance of (i) unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to a customer or consumer or (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of Confidential Information.

**6. Professional Liability (E&O) Insurance.** APPRAISAL FIRM shall ensure that its APPRAISER(S) at all times during the term of this Agreement are covered by professional liability insurance (“E&O Insurance”) covering damages arising from the appraisal services performed by its APPRAISER(S) under this Agreement. Such E&O Insurance shall: (i) have a minimum liability limit of \$500,000 per claim and \$1,000,000 in aggregate for all claims, and (ii) be issued by an insurance carrier having a Best’s Financial Strength rating of A- or better and Financial Size Category of at least Class X. Upon request, APPRAISAL FIRM shall provide to PR or its authorized representatives evidence of such insurance in the form of a certificate of insurance naming PR or its designated agent as a certificate holder.

**7. Indemnity.** APPRAISAL FIRM shall indemnify PR, its officers, directors, employees and clients (specifically the intended user of any appraisal or valuation ordered by PR) from and against all claims, demands, damages, liabilities, losses, and related costs and expenses, arising from, in connection with, or allegedly caused by the negligent acts, errors or omissions of APPRAISAL FIRM, its agents or its employees.

**7. Workers’ Compensation Coverage.** To the extent required by any applicable jurisdiction in which APPRAISAL FIRM provides services, APPRAISAL FIRM agrees that during the term of this Agreement, APPRAISAL FIRM will maintain such required workers’ compensation coverage and any other similar coverage required for its personnel, including APPRAISER(S).

**8. Tax Filings.** APPRAISAL FIRM acknowledges and agrees that PR will not withhold any taxes, income or otherwise, from payments to APPRAISAL FIRM or for any APPRAISER(S) and that APPRAISAL FIRM will be required to file corporate, partnership, and/or individual tax returns and to pay taxes in accordance with applicable federal, state and local laws.

**9. General Provisions.** The following general provisions apply to this Agreement:

- a. **Invalidity or Unenforceability.** The invalidity or unenforceability of any term or provision in this Agreement shall not affect the validity or enforceability of the remainder of this Agreement.
- b. **Waiver.** No change, waiver or discharge of this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced. A waiver by either of the parties of any provision or breach shall not be a waiver of a preceding or subsequent breach of the same or any other provision nor shall it be a waiver of any other provisions or breach.
- c. **Term and Termination.** This Agreement shall be effective on the Effective Date and shall continue in force until terminated in writing by either of the parties. This Agreement may be terminated by either of the parties, with or without reason, upon written notice. Despite termination of this Agreement, the following sections of this Agreement shall remain in full force and effect and be continuing obligations: 2, 3, 4, 5, 7, 8, 9 and 10.

**10. Mutual Arbitration Provision.** In the event of any dispute, claim or controversy between the parties to this Agreement arising out of or relating to this Agreement or any breach thereof, including, without limitation, any claim that this Agreement or any of its parts is invalid, illegal or otherwise voidable or void, whether such dispute, claim or controversy sounds in contract, tort, equity or otherwise, and whether such dispute, claim or controversy relates to the meaning, interpretation, effect, validity, performance or enforcement of the Agreement, such dispute, claim or controversy shall be settled by and through an arbitration proceeding before a single arbitrator to be administered by the American Arbitration Association (or any like organization successor thereto) in Los Angeles, California, in accordance with the American Arbitration Association's then-current Commercial Arbitration Rules. Each of the parties to this Agreement hereby agrees and consents to such venue and waives any objection thereto. The arbitrability of any such dispute, claim or controversy shall likewise be determined in such arbitration. All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and the federal common law of arbitration. In the event that an arbitrator or court determines that certain claims or issues are not subject to arbitration, only such claims and issues shall then not be subject to arbitration, and the remaining claims and issues shall be arbitrated. **THE PARTIES TO THIS AGREEMENT WAIVE THEIR RIGHTS TO TRIAL BY COURT OR JURY AND TO THE ADJUDICATION OF ANY DISPUTES OR CLAIMS ON A CLASS OR COLLECTIVE BASIS.**

**This Agreement will be binding and effective upon execution and acceptance by APPRAISAL FIRM below and PR's receipt of an executed copy by facsimile, by email or in digital form via a website portal. The Agreement shall not require separate execution by PR to be binding and effective.**

## Acceptance by Appraisal Firm

02/06/2023

---

Date

Sole Proprietorship

---

Type of Business (Sole proprietorship/LLC/Corp)

*Patricia Snuggs*

---

Signature of Authorized Person

Patricia Snuggs

---

Name and Position/Title

# Signature Certificate



Envelope Ref:aa5610f0ff30818440e96792ffb890ce3a77d4d8

Author: PropertyRate LLC Creation Date: 06 Feb 2023, 15:56:58, PST Completion Date: 06 Feb 2023, 16:03:24, PST

## Document Details:



Name: PropertyRate Appraisal Firm Agreement  
Type: Appraiser  
Document Ref: 41be67ba2ea362c3eff27d26322b21f41650a9b5026625113d1414f82616d2d8  
Document Total Pages: 10

## Document Signed By:

Name: Patricia Snuggs  
Email: perfectra@earthlink.net  
IP: 2600:6c50:7f7f:131d:fd04:e7fc:5652:76cf  
Location: LONG BEACH, CA (US)  
Date: 06 Feb 2023, 16:03:24, PST  
Consent: eSignature Consent Accepted  
Security Level: Embedded Signing

## Document History:

Envelope Created PropertyRate LLC created this envelope on 06 Feb 2023, 15:56:58, PST  
Signed by Patricia Snuggs Patricia Snuggs signed this Envelope on 06 Feb 2023, 16:03:24, PST  
Executed Document(s) successfully executed on 06 Feb 2023, 16:03:24, PST  
Signed Document(s) Link emailed to perfectra@earthlink.net  
Signed Document(s) Link emailed to esign@propertyrate.com