



## MEMBERSHIP APPLICATION

DATE: \_\_\_\_\_

**Important:** All information must be completed in its entirety. Please print clearly and legibly to ensure accurate and timely processing.

### General Company Information

Company Name: \_\_\_\_\_ Years in Business \_\_\_\_\_ yrs \_\_\_\_\_ mos.

Type of Ownership (indicate one):  Partnership  Sole Owner  Nonprofit  Corporation  LLC

Do you have any other company name(s) or dba?  Yes  No **If Yes, please list:** \_\_\_\_\_

EIN: \_\_\_\_\_ Website URL: \_\_\_\_\_

Physical Street Address (NO P.O. box numbers allowed): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ How Long? \_\_\_\_\_ Yrs \_\_\_\_\_ Mos

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ Is this a residential address:  Yes  No

**Do you own or lease the building that you are currently in?**  Own  Lease

**Previous Address:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ How Long? \_\_\_\_\_ Yrs \_\_\_\_\_ Mos

### Principal of the Company

I understand that the information provided below will be used to obtain a consumer credit report, and my creditworthiness may be considered when making a decision to grant membership.

Principal name: \_\_\_\_\_

Title or Position: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Year of Birth: \_\_\_\_\_

Residential Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_



### Affiliated or Parent Company Information

\* Do you have any branch offices located in the state of California?     Yes     No

Affiliated or Parent Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: (        ) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

### Bank Reference

Bank Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Checking Account Number: \_\_\_\_\_

**I WILL NOT resell the report to any third party.** I understand that if my system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Type or Print Name of Owner or Officer

\_\_\_\_\_  
Title

**X** \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



## LENDER APPRAISAL AGREEMENT

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by an between Certified Credit Reporting, Inc., d/b/a Certified Appraisal Network, a California corporation, whose principal business location is 1180 Olympic Drive, Suite 207, Corona, CA 92881, (“CCR”) and \_\_\_\_\_ located at \_\_\_\_\_ (“Lender”).

### Recitals

CCR is in the business of providing a web-based appraisal ordering system, located at [www.certifiedcredit.com](http://www.certifiedcredit.com) (“Website”) that facilitates the order and delivery of certain appraisal products or services offered by third parties (“Service Provider”).

Lender is a third party entity who will use the software provided by the Service Provider to order appraisals and to assist their in-house appraisal department in maintaining HVCC compliance.

**Sole use of this software application DOES NOT imply or constitute HVCC compliance.**

### Terms and Conditions

In consideration of the mutual covenants and promises set forth herein, and for other valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. Use of Terms

- a. In this Agreement:
  - i. The “Site” and the “Website” refer to the website [www.certifiedcredit.com](http://www.certifiedcredit.com)
  - ii. “Appraisal Firewall” refers to the software application provided at the Website as now in effect or as may hereafter be amended by Service Provider.
  - iii. “Appraiser” means a licensed, certified, or general real estate appraiser, appraisal company or similar licensed appraisal professional.
  - iv. “Affiliate User” means an organization which has established a relationship with CCR for the purposes of handling transactions through the Website.

- v. "Covered Parties" refers to CCR, its directors, officers, shareholders, attorneys, employees and agents.
- vi. "Homeowner" means a person who owns a residence and may be considering its sale or refinance, or a person who is actively interested in purchasing a home.
- vii. "Other" refers to persons other than Appraisers, Real Estate Agents, and Homeowners, including but not limited to attorneys, paralegals, mortgage brokers, mortgage lenders, financial institutions and other entities and individuals.
- viii. "User" means any user of the Appraisal Firewall product, including but not limited to Appraisers, Real Estate Agents, Affiliates of Lender, Lender, Homeowners, and all Others.
- iv. "You" refers to any user of the Website from Lender's organization.

## 2. Use of Material

- a. You are granted a nonexclusive, nontransferable, limited license to access and use the Website in accordance with this Agreement.
- b. All right, title, and interest (including all copyrights and other intellectual property rights) in the Website (in both print and machine-readable forms) belong to CCR or to the Service Provider. You acquire no proprietary interest in [www.certifiedcredit.com](http://www.certifiedcredit.com), [www.sharperlending.com](http://www.sharperlending.com) or [www.appraisalfirewall.com](http://www.appraisalfirewall.com). You may not remove or obscure the copyright notice or other notices contained in information, products, and software retrieved from CCR or the Website.
- c. The contents of the Website such as text, graphics, images and other material ("Material") are protected by copyright under both United States and foreign laws. Unauthorized use of the Material may violate copyright, trademark and other laws. You must retain all copyright and other proprietary notices contained in the original Material on any copy you make of the Material.
- d. You must receive express written permission from CCR and its Service Provider if you:
  - i. sell or modify the Material or reproduce, display, publicly perform, distribute, decompile, reverse engineer, disassemble, rent, lease, loan, sublicense, or create derivative works from the Website, which includes the information and software made available therein.
  - ii. copy, modify, reproduce, republish, distribute, transmit or use for commercial or public purposes the Website, except to the extent required in order for you to use it in the manner expressly intended by CCR and its Service Provider.
  - iii. use the Material on any other website or in a networked computer environment for any purpose.
- e. If you violate the previous term(s) or any other terms herein contained, CCR shall have the right to recover damages from you in an amount equal to (1) three times its actual damages or (2) the maximum allowable under the law, whichever is more.
- f. In that all data provided by Website is obtained from public records and other outside sources, CCR has used reasonable commercial efforts but does not make any representations that such data is accurate and you use this data at your own risk.

- g. There is not necessarily a relationship between CCR and the third party owners of any websites accessible through hot links in the Website, and those third party owners and their licensees retain all right, title and interest (including all copyrights and other intellectual property rights) in such third party websites and the materials available therein.

### **3. Access to Website**

- a. Information, products, software, services and features may be added to or withdrawn from the Website at CCR's sole and unfettered discretion and the Website can otherwise be changed by CCR without prior notice to Lender.
- b. CCR does not guarantee continuous, uninterrupted or secure access to the Website or its, and operation of the Website may be interfered with by numerous factors both inside and outside the control of CCR. From time to time, system maintenance will be necessary and under such circumstances CCR will notify its users in advance by posting a message on the Website and/or sending an e-mail notice to a registered members' e-mail addresses.
- c. CCR reserves the right to modify or discontinue the Website or any portion thereof with or without prior notice to any User and without liability to any User.

### **4. System Integrity**

- a. As a User you agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any service being performed by the Website.
- b. As a User you agree not to take any action that imposes an unreasonable or disproportionately large load on the Website infrastructure.
- c. If you are issued a password, you agree not to disclose your password to any third party or use your password for any unauthorized purpose.

### **5. Responsibilities of Users**

- a. By using the Website, you as a Mortgage Lender, represent, warrant and agree that:
  - i. You are of legal age and are otherwise capable of forming a legally binding contract
  - ii. You understand that the Website does not conduct comprehensive audits of Appraisers' profiles or other information that has been submitted by the Appraisers.
- b. You will not use any service provided by the Website to (i) impersonate or portray another person or entity, (ii) communicate under a false name or name you are not authorized to use, or (iii) otherwise engage in any false or fraudulent practice(s) that may conflict with HVCC, USAP and/or other government requirements. Furthermore, You acknowledge that any fraudulent use(s) of any service provided by CCR may subject you to liability.
- c. CCR is completely independent from You. You and CCR are not engaged in any agency, partnership, joint venture, employee-employer, franchisee-franchisor or any other type of legal or equitable relationship and no such relationship(s) is intended nor created by this Agreement.

## 6. Terms of Payment

CCR transaction fees for use of the Website are equal to ten percent (10%) of the appraisal amount and are due immediately payable upon receipt of an invoice from CCR. Accounts are delinquent if payment is not received within fifteen (15) days from the invoice date. In the event of a late payment, interest at the rate of 1.5% per month shall be assessed on all delinquent amounts with a minimum fee of twenty five dollars (\$25) per month. In the event of a returned payment, you shall be charged a Fifty Dollar (\$50) administrative and re-processing fee.

You agree to pay all costs incurred by CCR in collecting any past due amounts you owe, including reasonable attorneys' fees and costs.

You hereby acknowledge and agree that the Appraiser shall invoice you directly for appraisals delivered and services rendered to You and that You shall be solely responsible to pay the Appraiser directly. CCR shall not be responsible or liable to pay the Appraiser for the amount invoiced to You and you hereby agree to indemnify and hold CCR free and harmless from the claims asserted by your Appraiser.

## 7. Warranty Disclaimer

CCR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND OR NATURE WHATSOEVER WITH RESPECT TO ACCESS TO THE WEBSITE, THE INFORMATION PROVIDED BY OR TO SERVICE PROVIDER OR ANY OTHER OR THE SERVICES PROVIDED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE AND WARRANTIES THAT THE WEBSITE COMPLIES WITH ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, WHETHER OR NOT SPECIFICALLY RECITED HEREIN. IN NO EVENT SHALL CCR BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE, EVEN IF CCR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

## 8. Limitation of Liability

- a. A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of or any way related to:
  - i. any errors in or omissions from use of the Website or by CCR or Service Provider.
  - ii. any third party websites or content therein directly or indirectly accessed through hot links in the Website, including but not limited to any errors in or omissions arising therefrom.
  - iii. the unavailability or interruption of the Website or any portion thereof.
  - iv. your use of the Website (regardless of whether you received any assistance from any Covered Party).
  - v. the content of the Website.
  - vi. any inaccuracies or mistakes obtained by public records or other outside sources, or
  - vii. any delay or failure in performance by the Website or CCR or any Covered Party.

"Covered Party" means CCR, its successors, representatives, officers, directors, shareholders, principals, employees, servants, agents, administrators, attorneys, affiliated corporations, parent corporations, subsidiaries, assigns and licensees.

## 9. User Representations; Indemnification

- a. You hereby represent and warrant that
  - i. any information You have or will provide to the Website is true and accurate,
  - ii. You will at all times comply with all applicable laws, rules, and regulations with respect to your use of the Website,
  - iii. You will comply at all times with this Agreement.
- b. You will defend, indemnify and hold harmless all Covered Parties against any and all claims, judgments, settlements, penalties, costs and expenses (including attorneys' fees) paid or incurred in connection with claims due to, resulting from or arising in connection with activities and information which are performed, made, distributed, displayed, transmitted or published by You, including but not limited to those attributable to:
  - i. infringement, misappropriation or violation of any copyrights or other proprietary rights of any third party, and
  - ii. errors in or omissions from such activities and information.
- c. You agree to defend all Covered Parties against any cause of action or proceeding which arises in connection with any claim or proceeding due to, resulting from or arising in connection with activities and information which are performed, made, distributed, displayed, transmitted or published by You. Your obligation to indemnify the Covered Parties will survive the expiration or termination of this Agreement by You or any Covered Party for any reason. You shall pay for the defense, including costs and/or attorneys' fees of any such third party action arising as described herein.

## 10. Miscellaneous

- a. CCR's failure to act with respect to a breach of this Agreement by You or others does not waive its right to act with respect to a subsequent or similar breach(es).
- b. Default and Remedies: In the event of any default or breach hereunder, including non-payment, CCR shall be entitled to:
  - i. immediately, **without notice**, suspend or terminate access to the Website by any entity using Service Provider's access codes; and
  - ii. pursue all remedies available at law and in equity, including suit for collection of all amounts due, plus attorneys' fees and costs.
- c. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, discussions and negotiations. Any amendment to this Agreement must be documented with a written record, dated and signed by all parties hereto.
- d. No partnership, agency, corporate affiliation or employment relationship is intended, and is not created hereby.

**11. Limitation of Liability**

- a. You and CCR expressly acknowledge and agree that the limitations and exclusions contained herein represent the parties' agreement as to the allocation of risk between the parties and that You have sought independent legal advice from an attorney of your own choosing (or have determined not to seek legal advice) prior to your executing this Agreement.
- b. CCR specifically does not warrant that the Website or any component thereof including any component provided, maintained, or managed by third party providers will:
  - i. perform without interruption or error, or that irregularities, errors, problems or defects will be corrected, or
  - ii. meet Service Provider's requirements, or
  - iii. be accessible from the configuration which Service Provider selects even if utilizing a configuration recommended by CCR. Access to and performance of the Website is provided "AS IS", "WHERE AS."

**12. Dispute Resolution**

In the event of any dispute or controversy arising under this Agreement, the laws of the State of California, excluding conflict of law rules, shall apply. The exclusive venue for resolution of any dispute or controversy hereunder shall be in Riverside County, California. Either party may elect to have disputes and controversies resolved under the commercial rules of the American Arbitration Association. In the event either party elects arbitration, the parties shall have the right to conduct pre-hearing discovery, and the arbitrator's decision shall be binding and may be entered as a judgment in any court of law. The site of the arbitration shall be in Riverside County, California. The cost of any dispute resolution, whether through litigation or arbitration, shall be borne by the non-prevailing party.

The party signing below has the full power and authority to enter into and perform this Agreement. The party further acknowledges that it has read this Agreement and agrees to be bound by it.

**Service Provider:**

**Certified Credit Reporting, Inc.  
D/B/A Certified Appraisal Network,  
A California Corporation**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Lender:**

**Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## GUARANTY

1. For valuable consideration, the receipt and adequacy of which is hereby acknowledged, \_\_\_\_\_ (hereinafter referred to as the "Guarantor") unconditionally guarantees to CERTIFIED CREDIT REPORTING, INC., a California corporation (hereinafter called "Obligee") the obligations of \_\_\_\_\_ (hereinafter called "Obligor") arising pursuant to that certain Agreement attached hereto, including the payment of any and all indebtedness of Obligor to Obligee. Guarantor acknowledges that but for Guarantor's execution of this Guaranty and agreeing to guaranty the obligations of Obligor to Obligee, Obligee would not extend credit terms to Obligor. Guarantor represents and warrants to Obligee that he/she/it has a financial interest in the ownership and/or operations of Obligor and that Guarantor derives a pecuniary benefit from Obligee's extension of credit to Obligor. The word "indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations, and liabilities of Obligor or any one or more of them, heretofore, now, or hereafter made, incurred, or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or un-liquidated, determined or undetermined, and whether Obligor may be liable individually or jointly with others, or whether recovery may be or hereafter become barred by any statute of limitations or otherwise become unenforceable.
2. Guarantor unconditionally guarantees the payment of any and all indebtedness of Obligor to Obligee, arising out of the Agreement and Guarantor unconditionally promises to pay this indebtedness to Obligee, or order, on demand, in lawful money of the United States.
3. No right or power of Obligee under this Agreement shall be deemed to have been waived by any act or conduct on the part of the Obligee, or by any neglect to exercise that right or power, or by any delay in so doing; and every right or power shall continue in full force and effect until specifically waived or released by an instrument in writing executed by Obligee.
4. This Guaranty remains fully enforceable irrespective of any defenses or counterclaims that the Obligor may assert on the underlying debt, including but not limited to failure of consideration, breach of warranty fraud, payment, statute of frauds, bankruptcy, infancy, statute of limitations, lender liability, accord and satisfaction, and usury.
5. This Guaranty and the liability and obligation of Guarantor under this Agreement is binding upon Guarantor and his respective heirs, executors, and assigns, and inure to the benefit of and are enforceable by Obligee and its successors, transferees, and assigns.
6. This Guaranty shall be deemed to be made under, and shall be governed by, the laws of the State of California in all respects, including matters of construction, validity, and performance, and its terms and provisions may not be waived, altered, modified, or amended except in writing duly signed by an authorized officer of Obligee and by Guarantor.
7. If any provision of this Guaranty contravenes or is held invalid under the laws of any jurisdiction, this Guaranty shall be construed as though it did not contain that provision, and the rights and liabilities of the parties to this Agreement shall be construed and enforced accordingly. In the event that any party is required to employ attorneys to enforce the provisions of this Guaranty, or any part of any judgment entered hereon, the Court and/or Arbitration Panel shall award the prevailing party reasonable attorneys' fees. Any controversy or claim arising out of this Guaranty, or the breach thereto, shall be settled by **binding** arbitration in accordance with the California Arbitration Act, 1280 through 1294.2 of the California Code of Civil Procedure, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

The undersigned Guarantor has executed this Guaranty on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Print Name of Guarantor





# FAX COVER SHEET

Send completed package to: 407-891-8453

Company Name:

Company Phone:

Company Fax:

Company Address:

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**Returning the following items will ensure your application is processed in a timely manner**

- Fax ALL pages of package to the above number
- Make sure all \_\_\_\_\_ blanks are completed
- Make sure all pages that require a signature are signed

**MAIL ORIGINAL DOCUMENTS TO:  
CERTIFIED CREDIT REPORTING - COMPLIANCE  
1208 11<sup>TH</sup> STREET  
SAINT CLOUD, FL 34769**