



Dear Attorney:

Thank you for your interest in becoming an approved attorney for Mortgage Connect. We are always in search of qualified and knowledgeable professionals who are able to provide the best loan signing services for our valued clients.

As an approved signing attorney, you will be responsible for witnessing and notarizing various types of loan packages. All of our packages will be downloaded from our website as a pdf file. Please note that once approved, you will be provided with a vendor number and specific log in identification to access our secured site.

In order to maintain the highest level of quality, Mortgage Connect requires all signing vendors to go through an extensive approval process. Attached please find our New Attorney Set Up package for your review. In order to be added to our database of approved vendors, you will need to complete and return this package, along with providing copies of all necessary documentation. We will need:

- Summary of your coverage area and fees, along with service types and years of experience
- Professional resume
- Photocopy of government issued identification
- Photocopy of current bar registration
- Photocopy of E & O insurance
- Photocopy of background screening through NNA or other authorized source
- List of professional references
- Signed copy of our Independent Vendor Services Agreement

If you have any questions, please call 1-866-789-1814 to contact Gabe Caputo at x2521 or Jaclyn Fox at x2507. You may also visit our website at [www.mortgageconnectlp.com](http://www.mortgageconnectlp.com) or email directly at [vendmaint@mortgageconnectlp.com](mailto:vendmaint@mortgageconnectlp.com). We look forward to establishing a strong business relationship with you.

Sincerely,

Cathy Manges  
VP, Title Operations



## NEW ATTORNEY SET UP

<b>Contact Information</b>	<b>Vendor #:</b> _____ <b>State:</b> _____ <b>Main County:</b> _____
	<b>Type of Vendor:</b> <input type="checkbox"/> <b>Attorney</b>
	<b>Name of Company or Individual Name:</b> _____
	<b>Primary Contact:</b> _____
	<b>Address:</b> _____ _____
	<b>Billing Address:</b> _____ _____
	<b>Phone #</b> _____ <b>Pager #</b> _____
	<b>Fax #</b> _____ <b>Cell #</b> _____
	<b>Email Address:</b> _____
	<b>Web Address:</b> _____
<b>Office handles bi-lingual signings:</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>If yes, list languages:</b> _____	



## NEW ATTORNEY SET UP

<b>E &amp; O</b>	<p><i>Please provide copies of all of the following documentation:</i></p> <p><b>E &amp; O Insurance Provider:</b> _____</p> <p><b>Policy #:</b> _____ <b>Amount: \$</b> _____ <b>Exp. Date:</b> _____</p>
<b>Govt. Issued ID / Bar</b>	<p><b>Driver's License #:</b> _____</p> <p><b>Expiration Date:</b> _____</p> <hr/> <p><b>Bar Registration #:</b> _____ <b>State:</b> _____</p> <p><b>Expiration:</b> _____ <b>Years Experience:</b> _____</p> <p><i>Please note that we will monitor expiration dates of licensing requirements and will contact you for updated information as necessary.</i></p> <p><i>Also, all of our vendor information is confidential and kept secure.</i></p>





## NEW ATTORNEY SET UP

**Background Information**

Name of Company or Individual Name: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Number of Years in Business: \_\_\_\_\_

If less than 2 years, please provide work history: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Associates	Years Experience
_____	_____
_____	_____
_____	_____



## NEW ATTORNEY SET UP

<b>References</b> (Please complete company, contact and phone only.)	<b>Company:</b> _____ <b>Phone #:</b> _____
	<b>Contact:</b> _____ Spoke to: _____ Date: _____
	Number of years agent has been completing closings for your company? _____
	Types of closings agent has completed? _____
	Comments on quality: _____
	_____
	Would you recommend agent? <input type="checkbox"/> Yes <input type="checkbox"/> No
	<b>Company:</b> _____ <b>Phone #:</b> _____
	<b>Contact:</b> _____ Spoke to: _____ Date: _____
Number of years agent has been completing closings for your company? _____	
Types of closings agent has completed? _____	
Comments on quality: _____	
_____	
Would you recommend agent? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Company:</b> _____ <b>Phone #:</b> _____	
<b>Contact:</b> _____ Spoke to: _____ Date: _____	
Number of years agent has been completing closings for your company? _____	
Types of closings agent has completed? _____	
Comments on quality: _____	
_____	
Would you recommend agent? <input type="checkbox"/> Yes <input type="checkbox"/> No	







B. Definitions

**Certified Minority-Owned Enterprise:** A state certified enterprise that is more than 50% owned, controlled and operated by one or more United State Citizens who are also members of the following minority groups: African-American, Hispanic American, Native American, Asian Pacific American or Asian Indian American.

**Certified Women-Owned Business Enterprise:** A state certified enterprise that is more than 50% owned, controlled and operated by one or more women who are also United State Citizens.

**Certified Disability-Owned Business:** A small business concern not less than 51% of which is owned by service disabled veterans or, in the case of a publicly owned business, a percent of the stock of which is owned by one or more service disabled veterans or in the case of a veteran with permanent disability, the spouse or permanent caregiver of such veteran. (Service disabled veteran means a veteran defined in 38 U.S.C. 101 (2) that is service connected as defined in 38 U.S.C. 101 (16)).

**Certified Veteran Business:** A small business concern not less than 51% of which is owned by veterans (as defined in 38 U.S.C. 101 (2)) or, in the case of any publicly owned business not less than 51% of the stock of which is owned by one or more veterans.

By my signature below, I hereby certify that all information furnished by me is true and correct and I further agree to comply with all the terms set forth in this agreement. The information and certifications provided herein shall apply to Mortgage Connect, its affiliates, successors and assigns.

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

Print Name of Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## INDEPENDENT VENDOR SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between MORTGAGE CONNECT, LP (MORTGAGE CONNECT), having its principal place of business at 200 Corporate Center Drive, Suite 200, Moon Township, PA 15108 and \_\_\_\_\_, an independent (CONTRACTOR) whose address is \_\_\_\_\_.

**1. Services Rendered.** MORTGAGE CONNECT may, from time to time and in its sole and absolute discretion, utilize CONTRACTOR's services to deliver loan escrow and/or legal documents to prospective document signer(s), to obtain the signatures of the prospective document signer(s) on said documents (affixing notary seals as required by law or as per the instructions of MORTGAGE CONNECT or the prospective, mortgage lender or title company), and to return the signed documents at the instructions of MORTGAGE CONNECT, or the prospective, mortgage lender or title company (the "Services"). For each transaction in which CONTRACTOR's Services are utilized, MORTGAGE CONNECT shall provide, or have provided CONTRACTOR with the required loan documents and instructions via courier, prepaid U.S. mail, overnight delivery, or electronic means. CONTRACTOR shall comply with any and all instructions provided by MORTGAGE CONNECT and any mortgage lender, or title company. However, CONTRACTOR shall not have set working hours, and CONTRACTOR shall control CONTRACTOR's work and be solely responsible for the manner and details of CONTRACTOR's Services hereunder. CONTRACTOR will be responsible for confirming and attending appointments with the borrowers and all other necessary parties. CONTRACTOR will advise MORTGAGE CONNECT of any inability or failure to complete any signing as per the instructions provided to CONTRACTOR, immediately upon such inability or failure to complete the signing as per the instructions. Following each completed signing, CONTRACTOR shall return the completed loan document or transaction package to MORTGAGE CONNECT or to the mortgage lender or title company as instructed, within the specific time frame set forth in the instructions. As a condition of receiving payment for the Services rendered hereunder, CONTRACTOR shall provide verification of loan closing, return executed loan package within set time frame, and complete all special instructions to closing.

**2. Compensation.** In consideration to CONTRACTOR for the Services to be performed hereunder, MORTGAGE CONNECT shall pay CONTRACTOR the compensation set forth on vendor set up sheet hereto. MORTGAGE CONNECT will pay the same upon the closing of each subject transaction. Payment of all courier and overnight delivery charges shall be the responsibility of MORTGAGE CONNECT, or the mortgage lender, or title company. However, any courier or overnight delivery charges incurred as a result of CONTRACTOR's negligence in performing the Services under this Agreement shall be borne by CONTRACTOR.

**3. Term of Agreement.** This Agreement shall become effective on the date of execution hereof, and shall remain in force until terminated by either party. MORTGAGE CONNECT shall have the right to immediately terminate this Agreement in

the event of any breach hereof by CONTRACTOR. In the event of any termination of this Agreement, all work-in-progress will be completed in accordance with the terms and conditions set forth herein. If CONTRACTOR fails to perform as aforesaid, CONTRACTOR will receive no fees, costs, or expenses.

**4. Representation and warranties of CONTRACTOR.**

CONTRACTOR hereby represents and warrants to MORTGAGE CONNECT that:

a. CONTRACTOR is and at all times during the term of this Agreement shall remain, duly licensed or commissioned, as applicable, as a Notary Public in the jurisdiction(s) where CONTRACTOR will be performing Services under this Agreement. CONTRACTOR is familiar with the duties of a Notary Public, and possesses the training and skills necessary to perform the Services hereunder.

b. CONTRACTOR possesses, and at all times during the term of this Agreement shall maintain, at his or her sole expense, errors and omissions insurance coverage in an amount of not less than \$100,000.00 per occurrence, and in the aggregate. CONTRACTOR also possesses, and at all times during the term of this Agreement shall maintain, at his or her sole expense, comprehensive general and vehicular insurance for claims and damages of bodily injury (including death) in the amounts of not less than \$300,000.00 per occurrence, and \$500,000.00 in the aggregate. CONTRACTOR will provide MORTGAGE CONNECT with certificates of such insurance coverage concurrently with the execution and delivery of this Agreement.

c. CONTRACTOR shall maintain, at his or her sole expense, all required licenses, permits, commissions, bonds and insurance applicable to Notaries Public in the jurisdictions where CONTRACTOR will be performing Services under this Agreement. Further, CONTRACTOR shall provide all Services hereunder in accordance with all state, federal and/or city local laws and/or regulations that may apply.

d. CONTRACTOR recognizes that timely performance of the Services is essential to the continued, efficient operations of MORTGAGE CONNECT's business. CONTRACTOR warrants that he/she will not respond to, or take, any assignment to perform Services hereunder unless CONTRACTOR can perform such Services in the time frame specified by MORTGAGE CONNECT. CONTRACTOR is required to remain in contact with MORTGAGE CONNECT regarding the status of each active job order assigned to CONTRACTOR.

**5. Scope of Services.** From time to time CONTRACTOR will be required to accept funds due at closing made payable to MORTGAGE CONNECT. It is the CONTRACTOR's responsibility to forward all funds to MORTGAGE CONNECT immediately upon receipt.

**6. No Opinions.** All questions arising during the course of a signing relating to the loan or transaction documents are to be referred immediately to MORTGAGE CONNECT or to the designated representative of the mortgage lender. CONTRACTOR shall not provide any opinion as to the loan documents or the funding process before or after the signing, nor render any legal advice to the borrowers or any other party. If legal advice is requested, CONTRACTOR shall refer the party to his or her attorney.

**7. Confidentiality.** CONTRACTOR shall at all times maintain, as strictly confidential, any information received by CONTRACTOR from MORTGAGE CONNECT or from the mortgage lender, title company, or borrower in the course of performing the Services hereunder (the "Confidential Information"). CONTRACTOR will not, either during the term of this Agreement or at any time thereafter, use for CONTRACTOR's own benefit, nor disclose to any third party not entitled thereto, any Confidential Information without the proper written consent of the party who furnished the same. In particular, CONTRACTOR agrees to keep confidential, and not to use or disclose to any other party any Nonpublic Personal Information which it received from or on behalf of MORTGAGE CONNECT, or the mortgage lender, title company, or borrower, in the course of performing the Services hereunder, except as may be strictly necessary to enable CONTRACTOR to perform his/her duties and obligations under this Agreement. The term "Nonpublic Personal Information" shall have the meanings set for in Section 509 of the Gramm-Leach Bliley Act (P.L. 106-102)(15 U.S.C. §6809) and implementing regulations thereof. The provisions of this Paragraph 7 shall survive the revocation or termination of this Agreement.

**8. Independent Contractor.** It is understood by the parties hereto that CONTRACTOR shall at all times be deemed an independent contractor, and not an employee of MORTGAGE CONNECT. Except as otherwise set forth herein, CONTRACTOR shall be solely responsible for payment of all expenses incurred in performing the Services hereunder, as well as all federal, state and local taxes imposed on the compensation paid by MORTGAGE CONNECT. MORTGAGE CONNECT shall not make any withholding for such taxes from any compensation paid to CONTRACTOR. CONTRACTOR understands and acknowledges that in the event CONTRACTOR is paid in excess of \$600.00 in compensation under this Agreement in any calendar year, MORTGAGE CONNECT will file a Form 1099MISC with the Internal Revenue Service and the appropriate state taxing agency(ies), and provide CONTRACTOR with a copy of the same, on or before January 31<sup>st</sup> of the following year. Concurrently with the execution of this Agreement, CONTRACTOR further agrees to execute an IRS Form W-9 to be provided by MORTGAGE CONNECT.

**9. Miscellaneous.**

**a.** Any notices required or permitted to be given by either party to the other party hereunder shall be given in writing, and shall be deemed given when personally served, or when deposited in the United States mail, registered or certified mail, postage prepaid and return receipt requested. Mailed notices shall

be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but either party may change its address by written notice in accordance with this paragraph.

**b.** CONTRACTOR agrees to indemnify and defend MORTGAGE CONNECT against, and hold MORTGAGE CONNECT harmless from all liability resulting from the negligence or willful misconduct of CONTRACTOR in connection with the performance of the Services hereunder. The provisions of this Paragraph 9(b) shall survive the revocation or termination of this Agreement.

**c.** MORTGAGE CONNECT and CONTRACTOR shall not be considered partners or joint ventures for any purpose. CONTRACTOR has no authority to sign, bind, or enter into any agreements on behalf of MORTGAGE CONNECT, nor act as an agent or employee of MORTGAGE CONNECT for any purpose, including CONTRACTOR's performance of his or her Services hereunder. CONTRACTOR shall act in all matters hereunder as an independent contractor and shall make no representations to the contrary to any person.

**d.** This is a non-exclusive Agreement, and nothing herein shall be construed to prevent CONTRACTOR from providing Services to any other person, firm, or entity, including but not limited to, any competitor of MORTGAGE CONNECT, nor shall anything herein be construed to require MORTGAGE CONNECT to utilize any particular amount of Services from CONTRACTOR.

**e.** This Agreement contains the entire statement of the agreement between the parties concerning the subject matter hereof, and supersedes and replaces all prior and contemporaneous agreements, promises, understandings, covenants, and communications between the parties concerning said subject matter, whether oral or written, express or implied. This Agreement may only be modified by an instrument in writing, signed by both parties hereto.

**f.** CONTRACTOR shall not assign this Agreement or any rights hereunder without the prior written consent of MORTGAGE CONNECT, which MORTGAGE CONNECT may withhold in its sole, absolute, and subjective direction.

**g.** In the event any legal action is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. Jurisdiction for any such action shall lie solely with the courts of the State of Pennsylvania, and venue shall be the County of Allegheny.

**h.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania.

i. This Agreement will apply to, and bind the parties hereto, their legal representatives, successors and permitted assigns.

j. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH THE CONTRACTOR AND THE AUTHORIZED REPRESENTATIVE OF MORTGAGE CONNECT. THE CONTRACTOR UNDERSTANDS AND ACKNOWLEDGES THAT NOTHING HEREIN SHALL OBLIGATE MORTGAGE CONNECT TO UTILIZE THE CONTRACTOR'S SERVICES, OR ANY AMOUNT OF THE CONTRACTOR'S SERVICES. THIS AGREEMENT ENTITLES MORTGAGE CONNECT TO UTILIZE THE SERVICES OF THE CONTRACTOR WHEN AND AS NEEDED.**

Executed the day and year first above written at \_\_\_\_\_.

**MORTGAGE CONNECT**

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

\_\_\_\_\_  
**CONTRACTOR**

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

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ -----	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,