

GSG APPRAISAL MANAGEMENT, LLC

INDEPENDENT FEE APPRAISER APPLICATION

Thank you for your interest in joining the GSG Appraisal Management (GSG AMC) residential appraisal panel.

In order to be considered as an independent fee appraiser, the following items must be submitted for approval:

1. *Completed Appraiser Application*
2. *Copy of current state license/certification*
3. *Copy of current Errors and Omissions insurance w/ minimum coverage of \$500,000 per incident*
4. *Completed W-9 form*
5. *Resume with 3 business references*
6. *2 completed sample reports in UAD format (1004 & 2055 Exterior, redact confidential info)*
7. *Evidence of Worker's Comp Insurance, General Liability, & Auto Insurance (where applicable)*
8. *Completed Territory/Fee sheet*

Once completed, please email all documents to main@gsgordon.com. (For firms with multiple appraisers, please send a separate application and documents for each appraiser.) Feel free to contact us with any questions.

Thank You!

GSG AMC

PA Registration #AMC000147

APPRAISER INFORMATION:

Appraiser Name: _____

DBA/Company Name: _____

Business Address: _____

City/State/Zip: _____

Business Phone: _____ Business Fax: _____

Cell Phone: _____ Email: _____

Home Address (for assignment purposes): _____

City/State/Zip: _____

STATE LICENSE/CERTIFICATION:

State: _____ License Number: _____

License/Certification Level: General ☐ Certified ☐ Licensed ☐

License Expiration Date: _____ First Licensed: _____

FHA/203k/USDA Approved? Yes ☐ No ☐ VA Approved? Yes ☐ No ☐

Designations: _____

Specialized Appraisal Experience: _____

Appraisal Software: _____

File type - are you PDF ☐ UAD ☐ XML ☐ ENV ☐ capable?

Disciplinary Actions:

Have you ever been the subject of a lawsuit initiated by a lender or investor? Yes ☐ No ☐
Have you ever had a claim filed against your Error and Omissions Insurance? Yes ☐ No ☐
Have you ever been disciplined by any state licensing agency? Yes ☐ No ☐
Have you ever been convicted of a felony? Yes ☐ No ☐
Have you ever had an appraiser license denied, revoked or suspended? Yes ☐ No ☐
Are you currently blacklisted from any lender? Yes ☐ No ☐

If the answer to any of the above questions is 'yes', please explain the circumstances in detail:

Client/Lender References:

Company Name	Contact Name	Phone	Email	Years
Company Name	Contact Name	Phone	Email	Years
Company Name	Contact Name	Phone	Email	Years

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES
("Agreement") is made as of this ____ day of _____, 20____, by and between **GSG Appraisal Management LLC**. ("the Business Owner") and _____
("the Independent Contractor"), an adult individual who is a state licensed or certified real estate appraiser.

The parties, with the intent to be legally bound, agree as follows:

ARTICLE 1. THE ENGAGEMENT

1.1 Under this Agreement, the Independent Contractor shall provide services in connection with the following, hereinafter referred to as the "Engagement":

1.1.1 Engagement: provide professional real estate appraisal services or at the request of the Business Owner to service the Business Owner's appraisal clients.

ARTICLE 2. THE INDEPENDENT CONTRACTOR'S RESPONSIBILITY

2.1 The Independent Contractor accepts the relationship of trust and confidence established between the Independent Contractor and the Business Owner under this Agreement and agrees to perform the Services to a high degree of technical and professional skill and competence and in the most expeditious and economical manner consistent with the interests of the Business Owner and the Business Owner's clients.

ARTICLE 3. SERVICES OF THE INDEPENDENT CONTRACTOR

3.1 The Independent Contractor shall perform the following services in connection with the Engagement, referred to elsewhere in this Agreement as the "Services":

3.1.1 Services: professional appraisal services in connection with the Engagement, including but not limited to drive-by and full appraisals, preparing appraisal reports, and inputting

data into the Business Owner's computerized, web-accessed, data base.

3.2 The Independent Contractor shall perform the Services in accordance with this Agreement and any and all applicable laws, codes, ordinances, rules or regulations.

ARTICLE 4. TIME OF PERFORMANCE

4.1 The Independent Contractor shall perform the Services in such time as not to cause a delay in the Business Owner's fulfilling his commitments to his clients.

ARTICLE 5. THE INDEPENDENT CONTRACTOR'S COMPENSATION

5.1 The Business Owner will pay the Independent Contractor for each appraisal at customary and reason fees which shall be disclosed in an engagement letter at the beginning of each order. The Independent Contractor may accept or decline orders, and fees may be negotiated as appropriate for the assignment prior to commencing work on the file.

5.2 Payment shall be issued to the Independent Contractor within two weeks of the completion of the order (at which time the appraisal report is sent to the client/lender). Upon the Business Owner's request, the Independent Contractor's delivery of his or her work product to the Business Owner, in a form usable by the Business Owner, shall be an express condition precedent upon the Business Owner's obligation to make payment therefor.

ARTICLE 6. MODIFICATION AND TERMINATION

6.1 This Agreement may be modified or amended only by a written document signed by the parties.

6.2 This Agreement may be terminated by the either party at any time upon seven (7) days written notification to the other party. Upon termination, the Independent Contractor shall deliver its entire work product to the Business Owner, in a form usable by the Business Owner, and the Business Owner shall then make payment to the Independent Contractor for all Services rendered and expenses incurred by the Independent Contractor in good faith through the date of the

termination.

ARTICLE 7. INSURANCE

7.1 The Independent Contractor represents and agrees that it has in effect and will maintain until termination of the Engagement:

7.1.1 **Worker's or Workmen's Compensation Insurance,**

including: (a) Employer's Liability, in an amount as may be required by the laws of the Commonwealth of Pennsylvania or in the state in which the appraiser operates; and (b) All States endorsement;

7.1.2 **Commercial General Liability Insurance,** including coverage for, among other things, claims for bodily injury, sickness, disease or death of any person or damage to any property, including loss of use resulting therefrom, with coverage limits not less than the amounts requested by the Business Owners

7.1.3 **Automobile Liability Insurance,** including coverage for claims arising out of the Business Ownership, maintenance or use of a motor vehicle, with coverage limits not less than the amounts requested by the Business Owner;

7.1.4 **Professional Liability Insurance,** covering errors and omissions in professional services, with coverage limits not less than the amounts requested by the Business Owner.

7.2 Before commencing the Engagement, the Independent Contractor shall furnish a certificate, satisfactory to the Business Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration and limits of liability thereunder, and further providing that the insurance will not be canceled until the expiration of at least thirty (30)

days after written notice of such cancellation has been mailed to and received by the Business Owner. The Business Owner shall be named as additional insured under those policies of insurance identified in paragraph 7.1.2, which must be executed on a form acceptable to the Business Owner.

ARTICLE 8. INDEMNIFICATION

8.1 The Independent Contractor hereby agrees to indemnify and save harmless the Business Owner, its directors, officers, agents, servants and employees from and against any and all liability, loss, claims, actions, damages, demands and expenses (including, without limitation, legal fees of attorneys, investigators and experts) on account of injury to persons, including death resulting therefrom, economic loss, and damage to property arising out of or relating to the negligence or willful misconduct of the Independent Contractor. The Independent Contractor shall, at his or her own expense, defend any and all actions, against the Business Owner, legal, equitable or otherwise, which arise out of the negligence or willful misconduct of the Independent Contractor, its agents or employees and shall pay all attorneys' fees and all other expenses, and promptly discharge any judgments arising therefrom.

ARTICLE 9. MISCELLANEOUS

9.1 The Independent Contractor represents and warrants that it is fully qualified, licensed and/or lawfully authorized to perform the work required within the state of the license/certification.

9.2 The Independent Contractor shall not subcontract any of the work required hereunder without the Business Owner's prior written approval.

9.3 The Business Owner will accept appraisal reports where a trainee or appraisal assistant was utilized only on a case-by-case basis. Permission to use the trainee must be obtained prior to inspection. All such appraisal reports must be signed by the state certified appraiser as supervisory. Some lender/clients have no-trainee policies, therefore trainees will be prohibited from their assignments.

9.4 The Independent Contractor shall have the status of an independent contractor for the Services under this Agreement, and shall not be deemed an employee of the Business Owner for any purpose, including but not limited to income tax withholding or worker's compensation insurance purposes. As an independent contractor, the appraiser is not eligible to participate in or receive any benefit from any program, benefit plan or other arrangement that may be available to employees of GSG Appraisal Management, including, but not limited to, any health, disability, or life insurance, vacation, holiday pay, sick leave, profit sharing or pension plans. Appraiser is solely responsible for payment of all applicable taxes and withholdings respecting all payments made under this agreement, and for all claims, damages and/or lawsuits arising out of the acts of Appraiser and Appraiser's employees, subcontractors and agents.

9.5 Contracts for appraisal assignments are given on a job-by-job basis. G.S.G. Appraisal Management does not guarantee employment as an independent contractor, or offer a guaranteed amount of orders or compensation.

ARTICLE 10. DISPUTE RESOLUTION

10.1 All claims, disputes and other matters in question between the parties arising out of, or relating to, this Agreement or the breach thereof shall, at the Business Owner's sole and exclusive option, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The Business Owner's election to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

10.2 Unless the Agreement is terminated under paragraph 6.2, or the Business Owner otherwise directs the Independent Contractor to cease performance, the Independent Contractor shall carry on with its duties and services under the Agreement notwithstanding any claim, dispute or

other matter in question or the pendency of any negotiations, arbitration, or litigation.

ARTICLE 11. TRADE SECRETS AND NON-COMPETITION

Trade Secrets

11.1 During the term of the Engagement, the Independent Contractor will have access to and become familiar with various trade secrets, consisting of the Business Owner's web-based data base program, processes, and compilations of information, records, and specifications that are owned by the Business Owner and that are regularly used in the operation of the business of the Business Owner. The Independent Contractor shall not disclose any of these trade secrets, directly or indirectly, or use them in any way, either during the term of this Agreement or at any later time, except as required in the course of the Engagement. All files, records, documents, drawings, specifications, equipment, and similar items relating to the business of the Business Owner, whether prepared by the Independent Contractor or otherwise coming into his or her possession, shall remain the exclusive property of the Business Owner and shall not be removed from the premises of the Business Owner under any circumstances without the prior written consent of the Business Owner (the Business Owner consents to the Independent Contractor retaining copies of appraisal reports, as required by law). The Independent Contractor acknowledges that a breach of the Independent Contractor's obligations under this section will cause irreparable harm to the Business Owner which cannot be adequately remedied by the award of monetary damages. Therefore, the Business Owner shall be entitled to temporary and permanent injunctive relief in the event of any breach or threatened breach of this section by the Independent Contractor, without being required to post a bond, in addition to all other remedies to which the Business Owner may be entitled at law or in equity.

Noncompetition by the Independent Contractor

11.02. During the term of this Agreement and for a period of three years after termination

of this Agreement, the Independent Contractor shall not, directly or indirectly: (1) solicit or accept engagements for real estate appraisal services from any of the Business Owner's clients, whether such person or entity is a client on the date of this Agreement or at any time during the term of this Agreement, or (2) solicit for employment or employ any employee of the Business Owner for any reason, whether the employee is employed on the date of this Agreement or at any time during the term of this Agreement. The Independent Contractor acknowledges that each of the restrictions set forth in this section is a material condition of the Business Owner's agreement to engage the Independent Contractor hereunder, and is reasonable in its duration and scope. If any such restriction shall nevertheless be deemed by a court or other finder of fact with jurisdiction to be unreasonably broad in any respect, it shall be modified as necessary to make it reasonable and shall be enforced as so modified. The Independent Contractor agrees that a breach of the Independent Contractor's obligations under this section will cause irreparable harm to the Business Owner which cannot be adequately remedied by the award of monetary damages. Therefore, the Business Owner shall be entitled to temporary and permanent injunctive relief in the event of any breach or threatened breach of this section by the Independent Contractor, without being required to post a bond, in addition to all other remedies to which the Business Owner may be entitled at law or in equity.

IN WITNESS WHEREOF, the parties have executed this **AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES** on the dates indicated below.

GSG Appraisal Management LLC:

Dated: _____

The Independent Contractor:

Dated: _____

Certificate of Non-Influence & Truth in Lending Act Compliance

GSG Appraisal Management supports Appraiser Independence, and requires strict adherence to the current legislation. Below is a list of statements that we believe will solidify our above stance and will protect all parties from any possible conflict.

Please review and initial beside each item:

_____ I agree that is is prohibited to speak directly with the lender/client regarding an order from which the engagement was initiated by GSG Appraisal Management.

_____ I agree that if I am contacted directly by the lender, I will contact GSG Appraisal Management and will stop work on the order until further instructions are received.

_____ I agree to abide by the statutes and guidelines set forth in the Dodd-Frank and the Truth in Lending Legislation.

By signing this agreement, I (the appraiser) agree to maintain errors and omissions insurance, with a minimum of \$500,000 liability coverage. I agree to maintain a worker's compensation insurance policy covering Appraiser and all Appraiser's agents and employees if required by the state in which I conduct business. I confirm that my appraisal license is active and in good standing, and I agree to inform G.S.G Appraisal Management should I ever have any disciplinary action or proceedings taken against my license.

I hereby certify that the information given herein is true and correct to the best of my knowledge and belief. Furnishing falsified information is grounds for immediate disqualification. I understand that the references I have provided may be contacted.

Signature of Appraiser

Date