



*Taking the Remote Closing Process from Ordinary to Extraordinary!*

558 E. Castle Pines Parkway  
Ste. B-4, #187  
Castle Rock, CO 80108  
Phone: 877-988-4123  
Fax: 888-817-4624

Email: [notary@firstpreferencesigningllc.com](mailto:notary@firstpreferencesigningllc.com)

First Preference Signing LLC  
Vender Network

## Notary Application

Thank you for considering joining our team of signing agents. As a signing agent for First Preference Signing, you will be responsible for ensuring the highest quality experience for our customers during their real estate closing. We at First Preference Signing are always striving to provide our clients with customer service that exceeds their expectations while maintaining an understanding that each client has unique needs.

**The Mission of First Preference Signing is to be the highest quality provider of remote real estate closing services, and to improve the quality of life for our customers, employees, and Vendors.**

By agreeing to represent First Preference Signing and joining our team, you will be responsible for collaborating with us to provide outstanding value to our clients. As our representative, we will work with you to continually improve the value of our service in our industry.

Upon reviewing the completed packet you will be added to our database. Thank you for showing interest in becoming one of our featured notaries. We look forward to doing business with you.

Witnessing the execution of loan documents and ensuring that all documents have been signed accurately is essentially what our expectations are. **In addition to submitting the Notary Application, sign up requirements include, but are not limited to, a copy of:**

**Certification and background check,  
Notary license and/or certificate,  
Errors and Omissions Insurance/Bond  
Current W-9**

**Note: Maryland, Indiana and District of Columbia Notaries must provide American Title Inc. with a copy of their Maryland Title Insurance Producer's License.**

All information provided will be strictly for internal use and kept confidential, not to be distributed or released for any reason. Please complete the attached Notary Application and return to First Preference Signing within 24 hours.

**If you have any questions during this process, please contact the Vendor Management Department between the hours of 8:00 a.m. to 5:00 p.m. (MST) at 877-988-4123.**

## NOTARY APPLICATION

Company name: (Is this how it reads on your W-9?)		Date:	
Type of Business:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship
How much real estate closing experience do you have? _____			
National Notary Association (NNA) Certificate?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
In Virginia – Are you CRESPA Certified?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Primary Contact: _____			
Additional Contacts: _____			
Full Street Address: _____			
Full Mailing Address: _____			
County:		Office Phone:	
Fax:		Mobile Phone:	
Pager:		Home Phone:	
Email Address:		Website Address:	
Are you fluent in any languages other than English? If yes, please list: _____			
How do you prefer to receive orders?		<input type="checkbox"/> via Email	<input type="checkbox"/> via Fax
Do you have the ability to print e-mail documents?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you have a laser printer?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you have a two-tray printer?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If not, are you able to print legal size documents?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you have the capability to receive Text messages via your mobile device? Yes_____ No_____			
<b>*Can you be reached at all times during the workday?</b>		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If not, at what time(s) may we contact you? _____			
Do you have a Surety Bond?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
* If yes, please attach a copy of your current Certificate			
Do you have E&O Insurance?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
* If yes, please attach a copy of your current Certificate			
Do you have any claims/judgments pending or have you had any filed against you in the past 5 years relative to any real estate transaction(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Have you been arrested for a felony in the past 5 years?  Yes  No

If yes, please explain:

Small set of overnight Documents (30-50 pages)	\$
Mid-Size set of overnight Documents (51-100 pages)	\$
Large Set of overnight Documents (100+ pages)	\$
Additional E-doc print fee (If applicable)	\$

How many closings can you, and/or your staff, handle per day?

Coverage area:			
State	County	City	Travel Fee (if Applicable)

Please provide a list of your Notaries that will provide services for First Preference Signing:

Notary Name:	Years of Experience:

\*Please attach an additional sheet of information, if required.

<p>Do you have a qualification process in place for your network of Notaries?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If yes, please describe:</p>    <hr style="border: 0.5px solid black;"/>	
<p>Are your Notaries covered under your E&amp;O Insurance?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Are your Notaries covered under your Surety Bond?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If not, please provide additional Certificates as required.</p>	

In order to finalize our notary application process, we must receive a signed copy of the completed First Preference Signing Notary Application Form. In addition, we must receive a completed W-9, a copy of your current E&O Insurance/Bond, background check and a copy of your current Notary Certificate, clearly showing your expiration date.

If you have any questions, please contact: [notary@firstpreferencesigningllc.com](mailto:notary@firstpreferencesigningllc.com)

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

## TERMS AND CONDITIONS OF SERVICE

IN CONSIDERATION of payment by First Preference Signing, LLC ("First Preference") for services rendered by \_\_\_\_\_ ("Vendor"), Vendor agrees to the following terms and conditions for the service it provides.

**1. Services.** Vendor agrees to properly conduct execution and acknowledgement of all documents and comply with the turn-times and instructions listed on each order Confirmation.

**2. Errors & Omissions Insurance.** Vendor, at Vendor's expense, will maintain professional liability insurance with a minimum of \$10,000 per occurrence coverage liability. Such insurance shall cover the actions and services to be provided by Vendor hereunder. Insurance coverage required under this section shall not limit the liability of Vendor to First Preference.

**3. Payment.** The terms of payment are net 14 business days from the closed date of the order. Payment will be **initiated** on the 14th calendar day (or the next business day if the 14th day falls on a Saturday or Sunday).

**4. Confidential Information.** VENDOR AGREES TO KEEP CONFIDENTIAL ALL, AND NOT TO USE OR DISCLOSE ANY, INFORMATION ABOUT CONSUMERS, OR THE CLIENTS, CUSTOMERS AND/OR AFFILIATES OF FIRST PREFERENCE SIGNING, EXCEPT AS IS NECESSARY IN THE ORDINARY COURSE OF BUSINESS TO CARRY OUT THE ACTIVITIES PERFORMED BY VENDOR UNDER THIS AGREEMENT. VENDOR FURTHER AGREES TO COMPLY WITH TITLE V OF THE GRAMM-LEACH-BLILEY ACT AND TO TAKE NECESSARY STEPS TO ENSURE FULFILLMENT OF THESE CONFIDENTIALITY OBLIGATIONS, INCLUDING MAINTENANCE OF SUCH POLICIES AND PROCEDURES AS MAY BE NECESSARY.

**5. Independent Contractor.** It is specifically understood and agreed by the parties that Vendor is not a servant, employee, joint venture, partner, member, manager or agent of First Preference. Vendor is only under the control of First Preference in that First Preference may approve the results of Vendor's work and terminate its association with Vendor as provided in this Agreement, but First Preference shall not control the means by which Consultant conducts his business. Vendor is not authorized to transact business, enter into agreements, or otherwise make commitments on behalf of FPS. Vendor or its employees, agents, consultants or contractors shall not have any claim under this Agreement or otherwise against First Preference for social security benefits, workers' compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind. Vendor acknowledges and agrees that First Preference is under no obligation to use Vendor's services, and that First Preference may use competing vendors.

**6. Construction/Venue.** This Agreement and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado. Any lawsuit or action brought by any of the parties hereto shall be filed and adjudicated in Castle Rock, Douglas County, Colorado.

**7. Indemnification.** Vendor shall indemnify and hold harmless First Preference and its shareholders, directors, and employees from any claim, injury, damage, loss or expense caused to First Preference, its customers or other third parties by the breach or default of this Agreement and/or the negligent acts, omissions or willful misconduct of Vendor or its employees, agents, consultants or contractors arising under or in connection with this Agreement. The indemnification right shall include, but not be limited to, the payment of reasonable attorney's fees and other expenses which may be incurred in settling the claim or other threatened action, or which may be incurred in any finally adjudicated legal proceeding.

**8. Agreement.** This Agreement and the Vendor Contract Information contain the entire agreement between the parties and supersedes any prior written or oral agreements or course of dealings between the parties. This Agreement shall be construed and governed by the laws of the State of Colorado. The parties submit to jurisdiction in Douglas County, Colorado. Either party may terminate this Agreement upon thirty (30) days' notice to the other party; in the event of termination of this Agreement for any reason, Paragraphs 3, 5 and 7 shall survive such termination.

**The foregoing terms and conditions describe the terms under which Vendor agrees to offer service to FPS. By signing below Vendor is acknowledging that it has read the foregoing terms and conditions, and agrees with and accepts all of the terms and conditions for providing service to First Preference Signing.**

("Vendor")

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

Date: \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_

Title & Company Name (if applicable): \_\_\_\_\_

### Accounts Payable Policies and Procedures

**Effective January 1, 2011**

**Vendor Set Up:** New vendors are to provide a completed Vendor Package, including vendor application, fee schedule, diversity disclosure form, terms and conditions of service, a signed W-9 (or appropriate W-8 for non U.S. based vendors). Payment will not be processed without receiving a complete set of these documents as per First Preference Signing's policy.

**Invoices:** **DO NOT SUBMIT INVOICES IN THE SIGNED DOCUMENT PACKAGE!** All invoices are to be submitted to directly to First Preference Signing at [notary@firstpreferencesigningllc.com](mailto:notary@firstpreferencesigningllc.com) or faxed to (888) 817-4624. Payments will be **initiated** on the 14<sup>th</sup> calendar day (or the next **business day** if it falls on a Saturday, Sunday or holiday) following the closing. Payments will be **processed** in the next weekly payment batch. The AP department processes one payment run each week.

**Inquiries:** All inquiries regarding payments should be submitted to the AP department using the following email address: [notary@firstpreferencesigningllc.com](mailto:notary@firstpreferencesigningllc.com). The item in question will be researched and resolved within three (3) business days if at all possible.

**Requests for payment of files older than three (3) months will not be investigated or honored.**

**Missing Checks:** If the check was issued over two (2) weeks ago, the AP department will determine if the check has been cleared from the bank account. If the check still has not cleared the bank account, a stop payment will be issued and a replacement check will be issued. Any check cashed by an unauthorized party will require the vendor to complete an original Affidavit of Forgery form for First Preference Signing's bank. You will be instructed on how to process this form by the AP department.

**Acceptance by Vendor of First Preference Signing's Accounts Payable Policies: Return by fax to (888) 817-4624 or by email to [notary@firstpreferencesigningllc.com](mailto:notary@firstpreferencesigningllc.com)**

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

**Signature of Authorized Officer of Vendor:** \_\_\_\_\_

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