

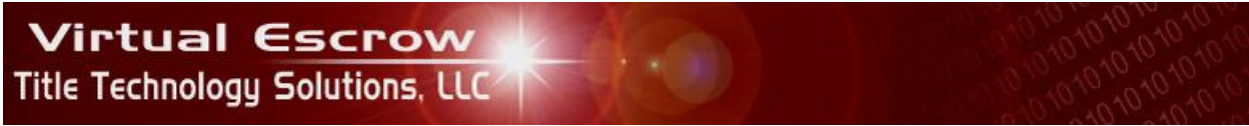
CONSULTANT SERVICES AGREEMENT

Between

**Virtual Escrow Technology
Trust Accounting Division**

And

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CONSULTANT SERVICE AGREEMENT

This Agreement ("Agreement") is executed on the date written on the last page hereof ("Effective Date") and is by and between Virtual Escrow Title Technology Solutions, LLC., Trust Accounting Division ("Consultant"), whose principal business address is 360 E. 1st Street, 397, Tustin, California, 92780 and _____ ("Client"), whose address is- _____

WITNESS

WHEREAS: both Consultant and Client desire to enter into an agreement for the performance by Consultant of certain professional services for Client.

NOW THEREFORE, in consideration of the premises and of the mutual promises contained herein, the parties hereto agree as follows:

1. **STATEMENT OF WORK:** Consultant shall perform work as described in Schedule A only, attached hereto and made a part hereof, as requested, and as may be amended from time to time, by Client, and performed at such place or places as shall be mutually agreeable.
2. **PAYMENT:**
 - a. Client shall make payments to Consultant in accordance with Schedule B, attached hereto and made a part hereof.
 - b. Consultant shall pay all taxes and other governmental charges which are levied upon any payment made by Client to Consultant under this Agreement.
 - c. Unless otherwise described in the Agreement, Client shall make payment to Consultant within 30 days after receipt of invoice by Client.
 - d. A late payment fee of \$25.00 per month will be added to balances outstanding after 30 days from the date of the invoice.
3. **TERMS AND TERMINATION:** This Agreement shall commence as of the Effective Date and shall continue until terminated in whole or in part by either party by giving written notice to the other party at least thirty (30) days prior to date of termination.
4. **CONSULTANT STATUS:** Consultant and Client intend for this Agreement to be between independent contractor and client. Accordingly, Consultant shall refrain from any representation that Consultant is an employee or a legal representative of Client, or from assuming or incurring liabilities or obligations of any kind in the name of or on behalf of Client.
5. **CONSULTANTS WRITINGS:** Unless agreed to in writing by parties, all work papers and/or schedules produced by Consultant under this Agreement shall be the sole property of Consultant; however, Consultant will provide Client with a monthly trust account reconciliation report summarizing the information found in the work papers.
6. **REPRESENTATIONS:** Consultant does not represent to be an attorney, nor shall any opinion expressed by Consultant be interpreted as a legal opinion. Although Consultant strives to be well informed of the

California Laws and Regulations governing licensed Escrow Agents, Consultant is not liable for any damages which may result from Consultants and/or Clients misinterpretation regarding Escrow Agents.

7. CLIENT PROPRIETARY INFORMATION: Consultant shall hold in confidence and shall not disclose to any third party Proprietary Information disclosed to Consultant at any time by Client, its subsidiaries, and/or its affiliates. Further, Consultant shall treat any Proprietary Information with at least that degree of care which Consultant applies to its own Proprietary Information. As used in this Agreement, the term "Proprietary Information" means any and all information of Client, its subsidiaries, and/or its affiliates, which is not generally available to third parties and relates to trade secrets, research, designs, plans, technical data and know-how, costs and pricing, terms of sale, lists of customers and personnel or any other aspect of the business of Client, its subsidiaries and/or affiliates, unless and until such information shall have ceased to be proprietary as evidenced by general public knowledge. Proprietary Information also refers to any information relating to a third party as to which Client, its subsidiaries, and/or its affiliates have a non-disclosure obligation. Consultant shall, upon request of Client or upon termination of this Agreement, promptly deliver and return to Client any all tangible Proprietary Information relating to this Agreement in Consultant's possession or control.
8. CONFLICT OF INTEREST: Consultant shall not accept work from any person, corporation, or organization during the term of this Agreement which would conflict with, or impair an objective unbiased performance of Consultant's responsibilities and duties under this Agreement.
9. WARRANTY: Consultant warrants that Consultant has the right to enter into this Agreement and that performance hereunder by Consultant shall not cause a violation of any federal, state or local law or regulation or a contractual agreement previously or concurrently entered into by Consultant.
10. ASSIGNMENT: Consultant shall not assign any right, delegate any duty, or otherwise transfer any interest hereunder without prior written authorization from Client. Nor shall Client assign this Agreement or any portion thereof without Consultant's prior written authorization, unless the assignment is to an internal organization entity, subsidiary or affiliate of Client.
11. NOTICE: All written notices and other communication required or permitted to be given hereunder shall be deemed made upon personal delivery or five days after deposit in the United States mail, postage prepaid and addressed to a party at the address shown on the first page hereof.
12. HEADINGS: Paragraph heading in this Agreement are inserted for convenience only and should not be used for the purpose of interpreting or applying the provisions hereof.
13. APPLICABLE LAW: This Agreement shall be governed in all respect by the laws of the State of California.
14. AMENDMENTS: Amendments to this Agreement must be in writing and signed by both Consultant and Client.

In witness hereof, Consultant and Client hereto have executed this Agreement as of **the ___ day of _____, 2010**

X

Virtual Escrow Technology

X

SCHEDULE A

The Consultant shall perform the following work for the client:

Monthly reconciliation of the escrow trust bank account to the escrow accounting records. The monthly trust accounting data is to be provided to the Consultant by Virtual Escrow Software in electronic form. The monthly bank activity is to be provided to the Consultant by Beach Business bank in electronic form.

- a) Upon completion of each month's reconciliation the Client will be provided with:
- i) The Trust Fund Bank Account Reconciliation report in the approved Department of Real Estate format (form RE856) or the Department of Corporations format.
 - ii) Reconciliation Summary report
 - iii) Uncleared Transaction Detail - showing deposit in transits (uncleared deposits) and outstanding checks (uncleared checks or debits)
 - iv) Cleared Transaction Detail - showing all deposits and checks which were credited or debited, respectively, to the escrow trust bank account.
 - v) Register Report for the month - showing the daily check and deposit activity.
 - vi) Escrow Ledger for each escrow file with either a balance at month-end or with activity during the month.

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