

HOA Escrow Services Agreement

This agreement (Agreement) is entered into by and between Michael Chulak (Service Provider) and _____ (Association) as of _____ Association consists of _____ units/lots.

Service Provider will provide escrow services as an independent contractor as the Agent of the Association in order to facilitate the sale or refinance of units/lots which are included as part of the Association.

Association shall provide Service Provider with the following by email:

1. Completed Lenders Questionnaire (To be provided)
2. CC&Rs
3. Bylaws
4. Articles of Incorporation
5. Operating Rules
6. All Insurance Policies and Agent's Contact Information
7. Most recent Reserve Study
8. Most recent Financial Statement
9. Minutes for last 12 months (signed)
10. Most recent Annual Disclosure Package and Budget
11. Amount of any Transfer Fee

Association agrees to provide Service Provider with the following by email as updated or when new information or documents become available:

1. Operating Rules
2. Insurance Policies
3. Reserve Study
4. Annual Disclosure Package and Budget
5. Minutes of Meetings (signed)
6. Changes in any Transfer Fee

The fee for services provided shall be paid by the buyer or owner of the subject unit/lot and not by the Association. For each escrow closed, Service Provider shall pay _____ a fee equal to _____ % of the amount collected.

It is the Association's responsibility to provide accurate information to Service Provider. Service Provider assumes no responsibility or liability for the accuracy of the information provided by the Association.

Association shall defend and hold harmless Service Provider, its agents, employees, directors and officers, if any, from and against any and all claims, liabilities, suits, losses, damages, and attorney's fees which result from Service Provider's performance. This is a material condition of this Agreement.

If Service Provider is required to spend time as a result of any legal action brought by any person against Association or Service Provider, concerning or arising out of this

Agreement, Service Provider shall be entitled to be paid \$250 per hour for all time spent and any actual costs incurred.

This is the entire agreement between the parties. Legal advice or services are not included.

Agreed:

Michael T. Chulak
Service Provider
818-991-9019

For the Association:

By: _____
Signature

By: _____
Print Name

By: _____
Signature

By: _____
Print Name

Date: _____

Address: _____

Email: _____

California HOA Escrow Services

HOAEscrowServices.com

818-991-9019