



***Independent Contractor Appraiser Engagement Agreement***  
***( Including Representations & Warrants )***

**AMC LINKS LLC**

This INDEPENDENT CONTRACTOR APPRAISER ENGAGEMENT AGREEMENT (“Agreement”) sets forth the term and conditions under which the Appraiser Independent Contractors and/or Appraisal Company (“Appraiser”) will perform appraisal assignments from AMC Links LLC, and the compensation received by you as an independent contractor for services performed on behalf of AMC Links LLC.

**1. Agreement Definitions.**

- a. “Appraiser” means the Appraiser Independent Contractor that has entered into an approved Independent Contractor Engagement Agreement with AMC Links LLC, and is not an employee or agent of AMC Links LLC.
- b. “Lender/Client” is the lender and/or institution indicated on the Appraisal Engagement Letter and identified by the appraiser as the lender/client on the completed appraisal report. Lender/Client also includes any assigned party made by assignment from the Lender/Client or AMC Links LLC.

**2. Independent Contractor Status Defined.** Appraiser is an independent contractor. This Agreement does not create any other business or professional relationship. Appraiser is not an employee of AMC Links LLC. Appraiser shall not represent himself/herself as an employee of AMC Links LLC. AMC Links LLC does not guarantee appraisal work to any Appraiser. AMC Links LLC does not guarantee any set amount of compensation. Compensation is negotiated on a job-by-job basis as set forth in the Appraisal Engagement Letter sent to Appraiser at time of appraisal assignment acceptance.

**3. Compensation.**

- a. Appraiser will receive the contracted rate listed in the Appraisal Engagement Letter electronically accepted by the Appraiser in exchange for an appraisal prepared by Appraiser pursuant to the terms set forth herein and in the Appraisal Engagement Letter. Appraiser will not invoice AMC Links LLC clients directly.
- b. Appraiser agrees to disclose compensation for all assignments performed in accordance with applicable state and federal laws when completing an assignment as an independent fee appraiser. AMC Links may have contractual agreements with certain clients that engage an appraiser as a staff, owner, or employee appraiser. If Appraiser is qualified and accepts such assignments as a staff, owner or employee appraiser, Appraiser agrees to comply with the particular client’s compensation policy. Appraiser’s acceptance of such assignments will not modify Appraiser’s independent contractor relationship with AMC Links LLC.
- c. Appraiser is solely responsible for all applicable federal, state and local taxes for all compensation received.
- d. No expenses for Appraiser shall be paid by AMC Links LLC without prior written agreement.

4. **Insurance.** Appraiser shall maintain a current Errors and Omissions insurance policy. Automobile insurance with a minimum of \$200,000 liability coverage shall also be maintained. Worker's Compensation will also be maintained by Appraiser where required by law.
5. **Terms and Conditions.**
  - a. USPAP gives the Appraiser the right to refuse appraisal assignments. Refusal of any appraisal assignment must be communicated immediately to AMC Links LLC.
  - b. Appraisal assignment completion times will be included in the Appraisal Engagement Letter. Generally, AMC Links LLC completion times are a maximum of 72 hours from Appraiser's receipt of the Appraisal Engagement Letter. Receipt occurs when Appraiser electronically accepts the Appraiser Engagement Letter. Although general completion times are approximately three days from receipt of assignment, AMC Links LLC will not require completion times that do not allow for the production of credible reporting results. Acceptance of the Appraisal Engagement Letter is the explicit confirmation from the Appraiser of the requested assignment completion time.
  - c. Appraisals completed by Appraiser and transmitted to AMC Links LLC are not the property of the Appraiser. Appraiser will not provide any copy in whole or in part of any appraisal to any previously unauthorized party.
6. **Appraiser Representations and Warranties.**
  - a. All appraisals completed by Appraiser meet USPAP, 12 CFR Part 34, all applicable Appraiser Independence Regulations ( both federal and state), and AMC Links LLC and all its Lender/Client specific guidelines. In addition, the appraisal conforms to secondary market guidelines, and all other regulations and guidelines including but not limited to the Truth-in-Lending Act, Federal Reserve, Fannie Mae, FHLMC, and HUD. In addition, all appraisals meet AMC Links LLC appraisal quality and service standards.
  - b. All information provided by Appraiser to AMC Links LLC and to all its Lender/Clients, in providing appraisal services and applying for approval as a member of the AMC Links LLC Approved Appraiser Panel is true and correct as of the submission date and the effective date of this Agreement.
  - c. If Appraiser becomes aware of any information that may disqualify Appraiser as a member of the AMC Links LLC Approved Appraiser Panel, the Appraiser will notify AMC Links LLC immediately.
  - d. Appraiser is licensed or certified as required to legally perform appraisal services for properties subject to each specific Appraisal Engagement Letter. Appraiser is also in good standing with each regulatory body in which Appraiser is licensed. Appraiser will provide copy of such licenses and all renewals to AMC Links LLC to demonstrate continuous legal standing. Appraiser will maintain legal standing during the entire term of this Agreement and will advise of any investigation or proceeding relating to said license/certification. Appraiser will indemnify AMC Links LLC and all its Lender/Clients for any and all losses, damages, fines and/or costs, including attorney's fees, in the event Appraiser fails to be and maintain all required licenses/certifications.
  - e. Appraiser will complete all assignments in person and will not permit any appraisal assignments to be completed by or assigned to, in whole or in part, any other party. Excluded parties include Appraisers that are not on AMC Links LLC approved appraiser panel, as well as junior appraisers or trainees. Exceptions can only be made through prior written agreement from AMC Links LLC.
  - f. Acceptance of the appraisal assignment and its corresponding Appraisal Engagement Letter, confirms that Appraiser has the knowledge and experience to complete the assignment in a competent manner and is familiar with all market factors in the geographic area of the property being appraised.

- g. Appraiser acknowledges that all appraisal reports completed for AMC Links LLC its assigns, Lenders/Clients, etc. are subject to desk and/or field review. Appraiser agrees to provide response in a timely manner for any requests created by review appraisals.
- h. Appraiser has reviewed all AMC Links LLC requirements for appraisal assignments. Appraiser agrees to said requirements and will complete each appraisal assignment with compliance to these requirements.
- i. Appraiser will deliver to AMC Links LLC the completed appraisal on or before the deadline as set forth in the Appraisal Engagement Letter. Completed appraisals will be delivered to AMC Links LLC by electronic means, in pdf format. Appraiser has capacity to include electronic signature with all appraisals. Any other delivery, including overnight shipping of appraisal must be paid by Appraiser at his/her own expense.
- j. AMC Links LLC may provide a copy of the document evidencing appraiser's errors and omissions insurance policy to third parties.

**ALL REPRESENTATIONS AND WARRANTIES MADE AS THE EFFECTIVE DATE OF THIS AGREEMENT  
SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT**

**7. Appraiser Representations and Warranties Regarding Confidentiality.**

- a. **Section Definitions:** As used in this section:
  - i. "Customer Information" means any "nonpublic personal information" about the "customers" and "consumers" (as those terms are defined in Title V of the Gramm-Leach-Bliley Act, state privacy laws, and the privacy policies herein contained) of AMC Links LLC.
  - ii. "Service Provider" means the Appraiser and/or any other party and all of its affiliates and subsidiaries used by Appraiser that now or hereafter may provide any goods or services directly or indirectly to AMC Links LLC, its assigns, Lender/Clients, etc.
- b. Appraiser will comply with all applicable state privacy laws regarding Customer Information and require in writing that Service Provider protect Customer Information as required by state law.
- c. The privacy regulations and information security guidelines issued by the federal financial regulators pursuant to the Title V of the Gramm-Leach-Bliley Act ("GLBA") went into effect on July 1, 2001 and are made a part hereof by this reference. In order for AMC Links LLC to comply with GLBA privacy requirements, Appraiser will:
  - i. not disclose any Customer Information to any third party other than affiliates of Service Provider or Client engaging appraiser, unless Appraiser first receives written approval for the disclosure.
  - ii. refrain from using any Customer Information other than to carry out the purposes for which such Customer Information was disclosed by Client unless such other use is (a) expressly permitted by a written agreement executed by Client, or (b) required by law or legal process.
  - iii. take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all Customer Information, to protect against anticipated threats or hazards to the security or integrity of such Customer Information and to protect against unauthorized access to or use of such Customer Information.
- d. Throughout the term of this Agreement, Appraiser shall implement and maintain 'appropriate safeguards,' as that term is used in § 314.4(d) of the FTC Safeguard Rule, 16 C.F.R. § 314 (the "FTC Rule") for all 'customer information' as that term is defined in § 314.2(b) of the FTC Rule, owned by Client and delivered to the Appraiser pursuant to this Agreement.

- e. Appraiser shall promptly notify Client engaging appraiser in writing of each instance of (i) unauthorized access to or use of that customer information that could result in substantial harm or inconvenience to a customer of or (ii) unauthorized disclosure, misuse, alteration, destruction or other compromise of that customer information.
- f. Appraiser shall indemnify and defend AMC Links LLC its assigns, Lenders/Clients, etc. for security breaches, violations of the GLBA or its regulations and guidelines, or applicable state laws, caused by the Appraiser or Service Provider and hold harmless AMC Links LLC its assigns, Lenders/Clients, etc. for negligence and loss or material alteration of customer information arising from Appraiser or Service Provider's acts or omissions. Appraiser will maintain with Service Provider a written agreement requiring the Service Provider to protection Customer Information as required under GLBA, its regulations and guidelines.

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- 8. **Interference with Lender/Client Relationship.** Appraiser acknowledges that AMC Links, LLC and Lender/Client have a business relationship, and that Appraiser has no business relationship with Lender/Client relating to any and all appraisal assignments offered or assigned to the Appraiser by AMC Links, LLC. Appraiser will not interfere with the business relationship between AMC Links, LLC and Lender/Client, and will not have any communication with Lender/Client regarding any appraisal assignment offered by AMC Links or accepted by Appraiser, including information pertaining to eligibility, suitability or compensation (with the exception of fee split disclosure for all completed appraisals), unless AMC Links, LLC has specifically agreed to allow the communication in writing and in advance. AMC Links, LLC reserves the right to immediately terminate its business relationship and this Agreement with Appraiser and cancel any appraisal assignment given to Appraiser if AMC Links, LLC believes, in its sole discretion, that Appraiser has participated or engaged in any unapproved communication with Lender/Client. Appraiser will be liable for any damages, including attorneys' fees and costs, that AMC Links, LLC incurs as a result of any unapproved communication between Appraiser and Lender/Client.
- 9. **Termination of Agreement:** Either party, upon 20 calendar days written notice, or immediately with cause, may terminate this Agreement. All notices to AMC Links LLC must sent certified mail to the address listed as follows:

AMC Links LLC  
Attn: Management  
3051 Maple Loop Drive Suite 325  
Lehi, UT

All notices to Appraiser shall be sent certified mail to the last known address provided.

- 10. **Indemnification.** Appraiser agrees to indemnify and hold AMC Links LLC, its assigns, Lender/Client, etc. harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, fines, penalties, recoveries, and deficiencies, including interest, , costs, and attorneys' fees that AMC Links LLC, its assigns, Lender/Client, etc. may incur arising from or out of the illegal, willful, or negligent conduct of Appraiser or any person Appraiser uses while providing services under this Agreement or for breach of this Agreement.
- 11. **Non-Competition:** During the term of this Agreement, Appraiser will not solicit appraisal work from any business introduced to appraiser by virtue of this relationship with AMC Links LLC. This non-compete clause will continue in force for a period of twelve (12) months following written termination of this Agreement by either party.
- 12. **Inscription Accuracy:** At the time of inscription in the AMC Links system, Appraiser agrees to be liable for inaccuracies in entering proper name and license number. Proper name and license number registration is critical in the maintenance of the AMC Links appraiser panel and enabling proper vetting against lender ineligible lists. Appraiser must identify him/herself in a way that matches Appraiser license exactly. Failure to accurately disclose proper name and license number at time of sign-up will result in Appraiser non-compensation for any assignment adversely affected by such inaccuracy.

- 13. **Assignment:** AMC Links LLC may assign its rights hereunder to AMC Links LLC, or any other business with which it is affiliated through shared ownership. In the event of such an assignment, the rights granted to AMC Links LLC hereunder shall be shared by the assignor and the assignee (or assignees).
- 14. **Entire Agreement.** This Agreement, in addition to any Engagement Letter or other AMC Links LLC addendums constitute the entire agreement between Appraiser, AMC Links LLC its assigns, Lenders/Clients, etc.. This Agreement supersedes any other agreement unless the parties agree in writing to the contrary.
- 15. **Modification.** This Agreement may not be modified, amended or discharged except by an instrument in writing signed by the Parties hereto. No waiver or consent may be enforced unless such waiver or consent shall be in writing and signed by the Party against whom enforcement thereof is sought.
- 16. **Severability.** In the event that any provision contained herein is held to be invalid, illegal or unenforceable by any court or arbitrator of competent jurisdiction, such provision will be deemed severable from the remainder of this Agreement, and shall not affect the remaining provisions of this Agreement. Specifically, if a provision regarding restrictions based on duration or area is deemed excessive, invalid, illegal or unenforceable, only the restriction deemed excessive shall be deemed severable and all other non-excessive restrictions shall remain valid.
- 17. **Attorneys' Fees.** If any legal action, including arbitration and an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 18. **Governing Law & Venue.** The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Utah and that any action to enforce or interpret this agreement shall be brought in the appropriate state or federal court in or serving Utah County, Utah. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

I have read and fully understand the Independent Contractor Appraiser Engagement Agreement and agree to all the terms and conditions contained herein. I certify that I will comply with the terms and conditions of the Independent Contractor Appraiser Engagement Agreement and perform all appraisal assignments accordingly.

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Appraiser

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
AMC Links LLC

\_\_\_\_\_  
Date

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By its: