



Closing Services Agreement

This Closing Services Agreement (“**Agreement**”) is entered into as of the date set forth above by iScribe Closing Services Inc. (“**Closer**”) as well as the Buyer and Seller identified above regarding certain closing services that will be provided by the Closer on behalf of both Seller and Buyer in connection with the closing of the transaction identified in that contract for the purchase and sale of a manufactured home identified above (“**Contract**”).

1. Closing Services. Subject to the terms and conditions of this Agreement, Buyer and Seller hereby engage Closer to provide closing services for the transaction identified in the Contract. For purposes of this Agreement, “**Closing**” shall be the day that Closer receives all funds and executed documents required by the Contract or otherwise reasonable necessary to close the transaction. The Closer’s office is open Monday -Friday from 9:00 am to 5:00 pm mountain time, and Buyer and Seller acknowledge and agree that while drop-in signings may be available from time to time depending on availability, scheduling an appointment to sign all necessary paperwork is strongly encouraged and recommended to ensure that Buyer and Seller are able to complete all necessary tasks on or before the closing date specified in the Contract. Closer shall have no responsibility or liability for any delay in Closing caused, in whole or in part, by any lender or financing source, including without limitation delays relating to underwriting, loan approval, documentation preparation, funding, wire transfer, disbursement of funds, or lender-imposed conditions. Closer shall also not be responsible for any delays resulting from Buyer’s and/or Seller’s failure to timely provide information, documents, funds, or scheduling availability. Buyer and Seller further acknowledge and agree that the Closer may electronically provide certain documents associated with the closing to the parties using Panda Doc Digital portal for signatures.

- a. **VEHICLE, MOBILE HOME, MANUFACTURED HOME CLOSING (ON A LAND LEASE).** If Buyer and Seller engage the Closer to provide closing services for a standard closing on a vehicle or mobile home, the following services will be provided by the Closer: UCC and Lien search, Documentation for Transfer of Title, Lender Payoff, Lender Documents for Loan Purchase, Closing Meeting with both parties, and Escrow Services for all payoffs and fund collection.
- b. **WATER STOCK SALE ESCROW & CLOSING.** If Buyer and Seller engage the Closer provide closing services for a water stock certificate transfer, the following services will be provided by the Closer: Communication with the Water Company, Documentation Ordering, Settlement Statements, Closing Services with Buyer, Escrow Services for Water Stock Payment, Settlement Fund Collection and Payment.
- c. **NOTARY SERVICES.** The Closer also offers notary services to the Buyer and Seller to the extent needed for closing of the Contract.

2. Closing Fees. In exchange for providing the closing services contemplated by this Agreement, Buyer and Seller agree that the following amounts will be due and must be paid to the Closer on the

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date of closing of the Contract, with the following amounts being determined based on the applicable services Closer has been engaged to perform:

- a. **Closing/Escrow Fee: \$300** for each mobile/manufactured home/RV/other property that is transferred via a Department of Motor Vehicle Title. This fee is charged to both Buyer and Seller at Closing for presentation, document preparation and settlement services. Payment shall be made per the Contract to Buy and Sell between the Buyer and Seller.
- b. **Tax Authentication Fee: \$100** a Tax Authentication document is required for all mobile/manufactured homes that are transferred via a Department of Motor Vehicle Title. This fee shall be paid by the Seller if the Seller chooses to have iScribe Closing Services obtain the Tax Authentication Certificate from the County Treasurers office for this transaction.
- c. **Loan Closing Fee: \$445** for each mobile/manufactured home/RV/other property that is transferred via a Department of Motor Vehicle Title. This Loan Closing Fee is paid by the Buyer, and is only applicable if the Buyer is purchasing with a loan from a lender.

3. Seller Payoff Request and Prorations. If Seller provides any payoff information below, or otherwise identifies any accounts associated with the closing of the Contract that are to be paid off at closing, Seller agrees that Closer has permission to contact account holders, confirm the amounts owed under such accounts up through the Closing of the Contract, and coordinate payment of the outstanding amounts to take place as part of the closing services.

For all accounts that will be paid off at Closing by the Closer, Buyer and Seller agree that all amounts will be prorated as of the date of Closing such that Seller will be responsible for all amounts up to the date of Closing and Buyer will be responsible for all amounts on and after the date of Closing. Seller represents and warrants to the Closer that there are no other accounts or amounts associated with the mobile home being sold under the Contract except for those identified above, and that Seller is fully paid up and current with all such accounts unless otherwise expressly disclosed in writing to the Closer. Buyer further acknowledges and agrees that Buyer may be required to be approved to take over and assume certain accounts identified above, including without limitation the park dues, and that Buyer will have to satisfactorily complete the approval process in place by the account holder in connection with that transfer.

4. UCC Search. A UCC search reveals any individuals or entities that have filed a claim against certain types of property or other assets pledged on a loan. The search information includes debtor name and address, original date and number, filing state and date files, secured party's name and address, and document number. Buyer and Seller agree that Closer will have the authority to perform a UCC search related to the manufactured home identified in the Contract and agree to cooperate with the Closer and provide all necessary and relevant information needed for the Closer to perform this search prior to the scheduled closing date.

5. Mobile Home Park or Community. Closer shall have no responsibility or liability for obtaining, facilitating, monitoring, or confirming any approval by the mobile home park or community of the transfer of the mobile home, approval of a ground lease or other document required to allow the mobile home to remain in the community, nor , nor for any delay or failure of Closing resulting from Buyer's inability to obtain such approval. Any mobile home park or community approval requirements are solely the responsibility of Buyer and Seller.

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6. Limited power of attorney. Buyer and Seller agree and hereby grant to Closer a limited power of attorney to execute any corrected documents associated with the closing services provided hereunder to the extent that there are any typographical errors or other similar errors or omissions that do not materially change any of the documents that have been already signed by Buyer and/or Seller, as the case may be. The purpose of this provision is to avoid having Buyer and/or Seller need to reschedule a new signing appointment in the event that such a minor error is discovered after the parties have executed their documents. In the event of any substantial errors or changes that are discovered and that need to be corrected following the Buyer and/or Seller signing their documents, the Buyer and Seller agree to cooperate with the Closer to promptly resign the corrected documents.

7. No Fiduciary Relationship. Buyer and Seller acknowledge and agree that Closer is not acting as a fiduciary, trustee, attorney, title company, and is not provided legal, tax, or financial advice. Any escrow-type services provided by Closer are limited to ministerial collection and disbursement of funds in accordance with written instructions and this Agreement, and Closer shall have no duty to resolve disputes between Buyer and Seller or to determine the legal sufficiency of any documents.

8. Force Majeure. Closer shall not be liable for any failure or delay in the performance of its obligations under this Agreement to the extent caused by events beyond Closer's reasonable control, including, but not limited to, acts of God, natural disasters, power or internet outages, labor disputes, governmental actions or delays, failures of third-party systems or service providers, wire transfer delays, title agencies, county offices, or the Department of Motor Vehicles.

9. Indemnification and Limitation of Liability. Buyer and Seller, respectively, shall each indemnify, defend, and hold harmless Closer, Closer's affiliates, and their owners, managers, shareholders, directors, employees, agents, contractors, insurers, successors and assigns, (collectively, the "Closer Indemnified Parties") for, from and against any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including reasonable attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising out of or relating to (i) any breach of this Agreement by Buyer or Seller, respectively; (ii) any incorrect, incomplete, or untimely information or documentation provided by Buyer or Seller to Closer; (iii) any delay by Buyer or Seller in providing required information, approvals, signatures, or funds; or (iv) any acts or omissions of any lender, financing source, or third party involved in the transaction, including without limitation delays or failures relating to underwriting, loan approval, funding, or disbursement of funds. Closer shall be entitled to rely conclusively on all information, documents, payoff statements, and instructions provided by Buyer, Seller, lenders, and third parties, and shall have no duty to independently verify the accuracy or completeness thereof. Closer agrees to provide the closing services contemplated by this Agreement in a commercially reasonable manner in accordance with applicable law and through appropriately trained employees and other staff. Except for such limited obligation, Closer makes no representations or warranties of any kind, express or implied, and hereby disclaims all other representations and warranties whether arising from statute, common law, otherwise. To the maximum extent permitted by law, and except in cases of Closer's gross negligence or willful misconduct, Closer shall not be liable for any damages, losses, or claims arising from or relating to the performance of its closing services under this Agreement, lender delays, lender failures, or the timing or occurrence of Closing, including any special, consequential, incidental or punitive damages. To the maximum extent permitted by law, Closer's aggregate liability arising out of or relating to this Agreement or the closing services provided hereunder shall not exceed the total Closing Services Agreement



fees actually paid to Closer under this Agreement. Buyer and Seller waive any right to seek equitable relief, including injunctive relief or specific performance, against Closer, and agree that monetary shall be the sole and exclusive remedy for any claim against Closer.

10. Notice of Non-Affiliation. Buyer and Seller acknowledge and understand that Closer is not owned by, controlled by, or affiliated with any mobile home park or community, any manufacturer of mobile homes, or any lender or other financial institution.

11. Governing Law; Venue. This Agreement and any dispute or claim arising therefrom shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict-of-laws principles. Any action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Colorado.

12. Survival. The provisions of this Agreement relating to indemnification, limitation of liability, disclaimers, and reliance shall survive Closing and termination of this Agreement.

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Executed as of the _____ written above.

ESCROW AGENT:

iScribe Closing Services, Inc.
a Colorado corporation

By: _____
Name:

SELLER:

By: _____
Name: _____
Phone: _____
Email: _____

By: _____
Name: _____
Phone: _____
Email: _____

Mailing Address (for post-closing):

BUYER:

By: _____
Name: _____
Phone: _____
Email: _____

By: _____
Name: _____
Phone: _____
Email: _____

Mailing Address (for post-closing):



SELLER:

By: _____

By: _____

Name: _____

Name: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Mailing Address (for post-closing):

BUYER:

By: _____

By: _____

Name: _____

Name: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Mailing Address (for post-closing):

