



Closing Services Agreement

Date: _____

Current Property Address: _____

Buyer(s) Name(s): _____

Seller(s) Name(s): _____

Date of Contract: _____

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. 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 is not responsible for any delays that may result from Buyer and/or Seller's failure to schedule an appointment in advance with the Closer. Buyer and Seller acknowledge and understand that the Closer may electronically provide certain documents associated with the closing to the parties using a Sync.com portal.

- a. **MOBILE HOME OR MANUFACTURED HOME CLOSING (ON A LAND LEASE).** If Buyer and Seller engage the Closer to provide closing services for a standard closing on a 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 or before the date of closing of the Contract, with the following amounts being determined based on the applicable services Closer has been engaged to perform:

iScribe

CLOSING SERVICES

- a. **Mobile/Manufactured Home Sales Closing/Escrow Fee: \$300** For Closings that are transferred via a DMV 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. **Mobile/Manufactured Home Sales Tax Authentication Fee: \$100** A Tax Authentication document is required for all Closings that are transferred via a DMV 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. **Mobile/Manufactured Home Sales Loan Closing Fee: \$445** For Closings that are transferred via a DMV 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 the account holder for each of the accounts identified below, confirm the amounts owed under such accounts up through the date of closing of the Contract, and coordinate payment of the outstanding amounts to take place as part of the closing services.

Account Name & Description (Utilities, Park Dues etc.)	Contact Information & Additional Details

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. 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.

6. Indemnification and Limitation of Liability. Buyer and Seller, respectively, will 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 without limitation reasonable attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, relating to any breaches by Buyer or Seller, respectively, of this Agreement, any incorrect or incomplete information provided to Closer by Buyer or Seller, respectively, any delays in providing necessary information by Buyer or Seller, respectively, or any violations of any applicable laws by Buyer or Seller, respectively, that are brought by third parties against the Closer Indemnified Parties. Closer agrees to provide the closing services contemplated by this Agreement in a commercially reasonable manner in accordance with applicable laws and by using appropriately trained employees and other staff. Apart from that responsibility and limited representation, Buyer and Seller hereby acknowledge, understand, and agree that Closer makes no representations or warranties of any kind and that Closer hereby disclaims any and all other representations and warranties whether arising from statute, common law, or any other source. To the maximum extent allowed under law, and except for cases of gross negligence or willful misconduct on the part of Closer, Closer will be released and held harmless from any and all liability or damages of any kind in connection with the performance of its closing services under this Agreement, including without limitation any special or consequential damages.

7. 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.

Signature of Receiving Party: _____ Date: _____

Printed Name: _____

Signature of Receiving Party: _____ Date: _____

Printed Name: _____