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**Your Partner as a Loan Signing Specialist**

# Client Agreement I

## Terms of Use

The client (entity placing the order) is responsible for payment whether or not the loan closes. Client is also responsible for all shipping costs. Extra fees may apply for emailed and/or faxed docs as well as an extra set of docs, borrowers' copies, bilingual notaries, or special pick up and/or drop off fees. If MSK Enterprises (herein referred to as MSK) must return to the borrowers for reasons unavoidable by MSK or any of its agents such as but not limited to: missing documents from the original batch, changes requested by the borrowers, corrections made to the original documents, rescheduling due to the borrowers not being home at the pre-agreed date and time; the additional trip will be considered as another signing session for which additional fee for each trip will apply. To avoid cancellation charges, clients must give MSK a cancellation notice within two hours prior to the appointment. Full amount of the original signing fee will apply if MSK has already begun the signing process (including travel to pick-up docs.) To avoid costly mistakes, MSK recommends that you provide the appropriate time and consideration for the preparation of documents.

Payment is due within 10 business days after the invoice date. A late fee of 20% per month from the date of invoice will be applied to the balance 30 days after due date.

Should MSK need to proceed to enforce collection of the account, the client and/or Associates understand and agree that all costs of collection via collection agency, attorneys' fees, court costs, service of process fees, and fees of execution, shall be added to any principal and/or interest amount currently due. Additionally, the client and/or Associates understand and agree that any judgment rendered shall be enforceable in any State, Territory, or principality of the United States of America.

These Terms of Use will be governed by and construed in accordance with the laws of the United States of America and in the State of California without regard to conflict of law of principles, and users agree that all legal proceedings related to the matters herein shall be adjudicated solely in the courts of San Bernadino County, California, United States of America. To the extent any portion of these Terms of Use shall be determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely for the extent necessary to cause such portion to be enforceable, and these Terms of Use as so modified will remain in full force and effect. Any waiver of any provisions contained in these Terms of Use by MSK shall not be deemed to be a waiver of any right, term or provision of this Term of Use.

This contract supersedes any previous written or verbal contract and applies to all services after the execution of this contract. A fax copy of this contract does NOT invalidate its enforceability.

*I agree to the above terms:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Print Name and Title:* \_\_\_\_\_