

Date: _____

SNS Service Agreement

Client Name: _____

Contact: _____



Address		Email Address	
Services Requested	<input type="checkbox"/> NTO <input type="checkbox"/> E-Recording	NTO Price	
E-Recording Price		Materials / Svcs	
Phone Number		Fax Number	
User I.D.		Password	

I hereby agree on behalf of myself and my company (the "Client") to pay for any research, preparation and serving expenses generated by the Client's request upon receipt of the Statewide Notice Services ("SNS") invoice. In the event that payment is not received within 7 days of the date on the invoice, I agree to pay interest on the amount due in the amount of 1.5% per month, as well as all costs of collection, including but not limited to, reasonable attorney's fees and costs.

SNS WARRANTIES: SNS provides the following limited warranties:

1. The services provided by SNS hereunder will be performed in a workmanlike manner in accordance with general industry standards for similar services.
2. SNS will furnish its services with reasonable promptness and within the timeframe's herein set forth.
3. SNS expressly disclaims and does not warrant any irregularities, errors, issues, defects or other problems concerning, related to or arising from: (i) the submission of documents or other information by the Client for recording or service by SNS; (ii) inability to identify Owner or other service information; (iii) E-Recording, E-Prepare, website, web platform or other information technology issues; (iv) filing, recording or service deadlines.
4. **THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SNS IN CONNECTION WITH THE SERVICES PROVIDED BY SNS OR OTHERWISE UNDER THE AGREEMENT BETWEEN SNS AND THE CLIENT. SNS HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

CLIENT WARRANTIES: The Client provides the following warranties:

- 1.** The Client warrants and attests to the accuracy, authenticity, and completeness of all information and documents, including without limitation, signatures and notary seals, submitted by the Client through the SNS web platform or through any other means, including without limitation, E-Recording, E-Prepare or other web-based platform, email, verbal communication, text, written correspondence or otherwise.
- 2.** The Client warrants and attests that they are expressly and duly authorized to submit the information and documents to SNS and acknowledges full responsibility for the content of the information and documents submitted.
- 3.** The Client warrants and attests that they are in compliance with all federal, state and local laws, regulations, rules and codes.

LIMITATION OF LIABILITY:

In recognition of the relative risks and benefits to both the Client and SNS, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of SNS and SNS's agents, affiliates, officers, directors, partners, employees, shareholders, successors, assigns, owners, and subconsultants for any and all claims, losses, costs, and damages of any nature whatsoever whether arising from breach of contract, negligence, tort, breach of warranty, other common law or statutory theory of recovery, or any other legal or equitable grounds, or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total cumulative aggregate liability of SNS and SNS's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$250.00. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract, statute or equity. It is expressly agreed that this limitation of liability shall apply, *inter alia*, to any causes of action involving, alleging or concerning, the inability of SNS to ascertain Owner Information or service information. E-Recording, E-Prepare issues, web platform issues, computer issues, filing/recording/service deadline issues, and/or errors in recorded documents. SNS and the Client agree that \$25.00 of separate consideration has been paid for this Limitation of Liability, which bears a reasonable commercial relationship to the services provided hereunder. Limitations on liability, waivers and indemnities in this Agreement are business understandings between the Parties and shall apply to all legal theories of recovery, including without limitation, breach of contract or warranty, breach of duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by SNS's gross negligence or willful misconduct, The Parties also agree that the Client will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other persons/companies who may join SNS as a third-party defendant. "Parties" or "Party" means the Client and/or SNS and their respective agents, affiliates, officers, directors, partners, employees, shareholders, successors, assigns, owners and subconsultants.

In no event shall either Party be liable to the other Party for any punitive, exemplary, incidental, indirect, loss of profit, interruption of business, consequential or special damages in connection with the services provided by SNS.

INDEMNIFICATION AND HOLD HARMLESS:

INDEMNIFICATION - To the fullest extent permitted by law, the Client (the "Indemnifying Party") agrees to indemnify, defend and hold harmless SNS and its agents, affiliates, officers, directors, partners, employees,

shareholders, successors, assigns, owners and subconsultants (collectively the "Indemnified Party") from and against any and all claims, actions, liabilities, damages, losses, judgements, costs and expenses (including reasonable attorneys' fees and expenses) resulting from or arising out of the Client's submission of information or documents or the services rendered by SNS or for any damages suffered by the Indemnified Party due to and regardless of whether such claim is caused in part by a party indemnified hereunder, as follows; (i) any negligence, omissions, tortious or illegal activity or conduct of the Indemnifying Party and/or its agents, affiliates, officers, directors, partners, employees, shareholders, successors, assigns, owners, subconsultants or anyone for whose acts the Client may be liable; (ii) any damages to any property caused by or arising out of any conduct or actions of the Indemnifying Party and/or its agents, affiliates, officers, directors, partners, employees, shareholders, successors, assigns, owners and subconsultants; (iii) any breach by the Indemnifying Party of any of its warranties as set forth herein; or (iv) any action (including Litigation or Arbitration) where SNS is named as a party due to the fact that SNS filed or served a document or documents prepared by the Client.

DISPUTE RESOLUTION:

All claims, disputes and controversies between the Parties shall first be submitted to a voluntary mediation. The Parties shall mutually agree on the choice of a mediator, or in the event the Parties cannot agree, a mediator associated with the American Arbitration Association shall be selected. If not resolved through mediation, the claim, dispute or controversy shall be resolved solely and exclusively through final and binding arbitration. Arbitration shall be conducted by a single arbitrator chosen by the Parties, or in the event the Parties cannot agree, by an arbitrator associated with the American Arbitration Association.

THE PARTIES MUTUALLY, KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY CLAIM, DISPUTE OR CONTROVERSY WHATSOEVER.

All claims, disputes or controversies shall be subject to Florida Law and venue shall be in Broward County, Florida.

In the event that either Party finds it necessary to employ an attorney in regard to a dispute for which an action is commenced (either arbitration or litigation), the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and cost incurred in connection therewith, at both trial and appellate levels.

You are advised to seek advice from independent counsel should you have any questions or concerns about the nature or extent of your legal rights. SNS is not an attorney and is not providing legal advice as to your rights and obligations.

Client Name: _____

Name of Authorized Agent: _____

Signature of Authorized Agent: _____

Date: _____