

1099-S FILING SERVICE ENROLLMENT FORM

New Application **Editing Previously Submitted Application**

THIS AGREEMENT is entered into as of _____ ("Effective Date"), by and between **EasyOnlineClosing, Inc.**, a New Jersey Company with its principal office located at 212 North Center Drive, North Brunswick, NJ 08902, Telephone: 800.905.7638, Facsimile: 877.439.7638, Email: info@easyonlineclosing.com ("EasyOnlineClosing"), and an organization referred to as "**Client**" whose contact information is entered below.

The undersigned representative of Client hereby authorizes EasyOnlineClosing to transmit 1099-S information returns regarding real estate transactions on Form 1099-S (previously Form 1099-B) to the US Internal Revenue Service ("IRS") for the purpose of complying with Section 6045(e) of the Internal Revenue Code as amended by the Tax Reform Act of 1986 and further regulations stated in Internal Revenue Bulletins regarding the requirements for filing such returns on approved magnetic media, subject to the following terms and conditions:

1. Client assumes the responsibility to collect the information required to be reported to the IRS for each real estate transaction and to submit a copy of such information to EasyOnlineClosing on electronic 1099-S submission forms ("1099-S submission") supplied or approved by EasyOnlineClosing within 30 days after closing, except as stated in paragraph 6 below.
2. Once 1099-S submission is successfully acknowledged by EasyOnlineClosing, Client is responsible for any errors or omissions on the submitted data within 20 days of the end of each calendar year. Upon receipt of notice from Client and at an additional charge, EasyOnlineClosing will attempt to correct any such discrepancies and file a corrected form with IRS. Client is also responsible for providing the correct tax identification numbers for each transaction. Client shall be liable for and shall indemnify and defend EasyOnlineClosing for and against any claim, demand, suit or cause of action relating to any loss or damage, including without limitation IRS taxes, fines, penalties and interest, resulting from or arising out of the failure of Client to provide information to allow EasyOnlineClosing to timely transmit an accurate and complete 1099-S information return to the IRS.
3. EasyOnlineClosing will forward a copy of the 1099-S to the previous owner/seller of the property referred to at the address designated on the 1099-S submission before the deadline for the issuance of the 1099-S required by applicable laws and regulations.
4. EasyOnlineClosing will transmit on behalf of Client 1099-S information returns to the IRS on approved electronic format and will be responsible for the timely reporting of such information.
5. EasyOnlineClosing will retain a copy of the 1099-S information returns filed with the IRS or the ability to reconstruct the data for four (4) years from the date of filing.
6. 1099-S submissions including corrections of previous 1099-S Submission must be successfully submitted to EasyOnlineClosing within 20 days of the end of each calendar year. 1099-S submission received after this deadline may not be processed, or if processed may be subject to late charges. EasyOnlineClosing is not responsible for penalties or filing requirements for 1099-S submission received after this deadline.
7. Client acknowledges that the services, instructions or forms provided by EasyOnlineClosing do not represent tax or accounting advice and that Client is solely responsible for compliance with applicable laws and regulations.
8. Client understands that the requirements for filing 1099-S information returns with the IRS may change, and that EasyOnlineClosing may issue new instructions, require additional information, or change the forms required to be used. Client agrees to comply with these changes when notified by EasyOnlineClosing.
9. IN NO EVENT WILL EASYONLINECLOSING BE LIABLE OR RESPONSIBLE FOR ANY TYPE OF SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE, LOST PROFITS, OR LOSS OF DATA, EVEN IF EASYONLINECLOSING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS AGREEMENT.
10. IN NO EVENT SHALL EASYONLINECLOSING'S AGGREGATE LIABILITY, IF ANY, INCLUDING LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY, OR OTHERWISE, EXCEED THE SUM TOTAL OF FEES PAID BY CLIENT FOR THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE CLAIM.
11. Except for actions to protect intellectual property rights or to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Middlesex County, New Jersey. The arbitrator shall apply the laws of the State of

New Jersey to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration and any legal proceedings.

12. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all oral or written communications and any undertakings previously made between the parties relating to the subject matter. Client warrants and represents that Client has not relied on any promise or representation not set forth in the body of this Agreement. EasyOnlineClosing may make periodic changes, modifications, or amendments to any of the terms and conditions of this Agreement changes will be deemed effective upon written notification to Client.

Signature: _____ Signature _____
 Firm: _____ EasyOnlineClosing, Inc.
 By: _____ By: _____
 Title: _____ Title: _____

Client Information	Payment Information
Firm Name: _____ Contact Name: _____ Title: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Fax: _____ E-Mail: _____ Federal Tax I.D.: _____ <input type="checkbox"/> EIN or <input type="checkbox"/> SSN ***DO NOT ENTER PASSWORD BELOW*** Password: _____ (Initially assigned by EasyOnlineClosing. User should change it at the time of 1st 1099-S submission from Easy HUD)	Filing Fees: \$10 per 1099-S Submission. \$15 per 1099-S Submission Corrections/Changes I, Being the cardholder or Corporate Officer authorize EasyOnlineClosing, Inc, to charge the following credit card account in the amount shown below for 1099-S Submissions by our firm. If a credit card authorization fails, EasyOnlineClosing will request updated enrollment form to be submitted with correct credit card information. However, if I do not supply a credit card that successfully authorizes within 72 hours after notice, EasyOnlineClosing will cancel my account and will not process 1099-S Submissions for which payment is not received. Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Amex <input type="checkbox"/> Discover Cardholder Name: _____ Card Number: _____ Expiration Date: _____ (mm/yyyy) Billing Address: _____ (Street or P.O. Box) _____ City State Zip Phone: _____ Signed: _____ Dated: _____

FAX Completed Enrollment Form at 877-439-7638. We will process the application and return you signed contract & your initial password within 48hrs by fax.