



**ESCROW RATE MANUAL
FOR THE STATE OF ARIZONA**

Effective Date 10/1/2022

General Rules

1. **Definition of Escrow:**

“Escrow’ means any transaction in which any escrow property is delivered with or without transfer of legal or equitable title, or both, and irrespective of whether a debtor-creditor relationship is created, to a person not otherwise having any right, title, or interest herein in connection with the sale, transfer, encumbrance or lease of real or personal property, to be delivered or redelivered by that person upon the contingent happening or non-happening of a specified event or performance of a prescribed act, when it is then to be delivered by such person to a grantee, grantor, promise, promisor, obligee, obligor, bailee, bailor, or any designated agent or employee of any of them. Escrow includes subdivision trusts and account servicing.”
A.R.S. 6-801

2. **Escrow Agent:**

“Escrow Agent” meaning any person who is engaged in the business of accepting escrows. Unless otherwise specified herein, whenever there is a reference to “Escrow Agent”, it shall mean United Settlement Services, LLC. Hereinafter referred to as the “Company”.

3. **Fair Value:**

The fair value will be construed as the full value of the property, including encumbrances. Where a sale is not involved, the fair value will be determined from all available information, i.e. amount of encumbrances, associated value, etc. In no event will it be less than the sum of the unpaid principal balances of the mortgages and/or contracts to which the property is subject.

4. **Minimum Charges:**

The charges set forth herein are minimum charges. Any additional charges will be made when unusual conditions are encountered in the escrow; when special risks are assumed; or when special services are provided.

5. **Separated Sales:**

The Basic Charge is applicable on each separate sale, seller, or exchanger involved. The applicable charge applies on the amount of each individual sale or exchange, even though there may be one common purchaser, and the sales or exchanges are handled concurrently, and one or more separate escrows are involved.

6. **Employee Rate:**

There is no charge to an employee of the Company for escrow services performed in connection with the financing, refinancing, sale or purchase of a primary residence by the employee. Such rate is authorized only in connection with those costs that the employee would be obligated to pay by established custom as a party to the transaction. For the financing, refinancing, sale or purchase of a secondary or investment property, an employee will receive a courtesy 50% discount of the basic rate. In both instances, the employee may be subject to payment of recording fees and notary/signing fees.

7. Negotiated Rate:

Under certain circumstances, the company reserves the right to negotiate fees. Any such negotiated rate agreement must be approved in writing by the appropriate officer and signed by all parties involved for approval.

8. Competitors' Rates:

The Company reserves the right to match any written escrow rate quote from a State of Arizona licensed title/escrow company. The competitor's escrow rate must be filed and approved with the Arizona Department of Financial Institutions. A copy of said quote is to be signed by all pertinent parties and placed in each escrow file for which the rate applies.

9. Miscellaneous Fees:

Fees for services set forth in this manual that are not listed as being included in a particular rate shall be charged to the party who has requested such service or who will benefit by such service and shall be in addition to that particular rate.

Basic Escrow Charges

1. **Basic Charge (Sale):** When handling a sale or purchase transaction of real property, including leasehold interests, for transactions up to \$999,999.99 the escrow fee shall be \$700.00. For transactions \$1,000,000.00 and over, the escrow fee shall be \$950.00, and an additional \$5.00 per \$10,000.00 in excess of that. These fees shall be equally divided between the buyer and seller unless the parties agree otherwise. These rates do not apply to commercial property.
 - a. Seller portion of escrow fee includes payoff demands, two courier charges, two outgoing wire transfer fees, two recording fees, one notary fee and two e-file fees.
 - b. Buyer portion of escrow fee includes two courier charges, two outgoing wire transfer fees, one recording fee, one notary fee and one e-file fee.
2. **Basic Commercial Charge (Sale and Refinance):** When handling a commercial sale or purchase transaction of real property, for transactions up to \$2,000,000, the escrow rate shall be charged 70% of the basic escrow rate. For transactions up to \$20,000,000.00, the escrow rate shall be charged 60% of the basic escrow rate. For transactions above \$65,000,000.00, the escrow fee shall be 50% of the basic escrow rate. The above rates include unlimited outgoing wire transfer fees and receipt and printing of emailed documents.
3. **Basic Refinance Charge:** Where no sale of real property is involved and the purpose of said loan is for the refinance of the existing encumbrance on the property, the escrow fee shall be \$450.00. The escrow fee includes two courier charges, two outgoing wire transfer fees, one recording fee, one notary fee and one e-file fee. Additional notary fees may apply if the transaction demands more than one notary trip or requires a split signing.
4. **Basic Charge (REO Sale):** When handling a sale or purchase transaction of real property, where the subject property was foreclosed on and is owned by the servicer or foreclosing bank, for transactions up to \$999,999.99 the escrow fee shall be \$750.00. For transactions \$1,000,000.00 and over, the escrow fee shall be \$1,000.00, and an additional \$6.00 per \$10,000.00 in excess of that. These fees shall be equally divided between the buyer and seller unless the parties agree otherwise. These rates do not apply commercial property.
5. **Discounted Escrow Fee (Veterans Administration Loan – paid by the Lender):** Where no sale of the real property is involved and the purpose of said loan is for the refinance of the existing encumbrance on the property, the escrow fee shall be \$150.00. This fee includes the escrow refinance fee, the notary fee for the refinance loan document signing, and the wire transfer fee. The notary fee included is a one-time trip fee for loan document signing. Additional notary fees may apply if the transaction demands more than one notary trip or requires a split signing.
6. **Basic Charge (Piggyback or Second Loan):** The escrow fee shall be \$150.00 when “second” or additional loan instruments are involved in the escrow transaction. Additional notary fee may apply.

Miscellaneous Service Charges

The following fees will be charged when applicable:

1. **Courier Charges:** There will be a fee of \$36.00 for overnight express mail within the continental United States, or \$50 for delivery outside of the continental United States.
2. **Wire Transfer Fee:** There will be a one-time charge of \$25.00 for handling incoming and outgoing electronic funds transfers up to two incoming and/or outgoing wires. There will be an additional \$25.00 after the second wire.
3. **Recording Fees:** There shall be a fee in the amount of \$40.00 for the acceptance, processing, tracking and service of each recorded document. The Company reserves the right to also charge the actual recording fee.
4. **Notary/Signing Fee:** There will be a fee of \$150.00 for scheduling and handling of witness and/or acknowledging of signatures, when there is more than one notary trip or requires a split signing. There will be a minimum fee of \$125.00 for scheduling and conducting notary signings on single documents, such as a deed or affidavit, that is required outside of a regular notary signing for a refinance, REO sale or sale closing documents.
5. **Upfront Disclosure:** There will be a fee of \$200.00 for accommodation scheduling and handling of witnesses and/or acknowledging of signatures for upfront disclosures outside of the refinance closing loan document package, as requested by the lender.
6. **E-File Fee:** There will be a \$10.00 fee for each document recorded electronically.
7. **Examination Fee:** An examination fee of up to \$300.00 may be assessed on VA refinance loans.
8. **Deposit to Interest-Bearing Account:** A customer may request, in writing, that the Company deposit escrow funds into an interest-bearing account. Such a request will be evaluated based on company procedures and the provisions of the Arizona Revised Statutes. The fee for this service shall be \$50.00, which will include opening, servicing and closing of the account.
9. **Document/Deed Preparation:** There shall be a fee of \$60.00 per document/deed requested for preparation of any documents typically provided to close a standard refinance, sale or REO sale transaction if an outside attorney or vendor is used to complete the document preparation.
10. **Additional Charge/Hourly Rate:** In the event of work beyond the bundled rates, the Company reserves the right to charge an hourly rate of \$100.00 per hour.

The Company reserves the right to change any fees or rates contained herein as required by court ruling or registration.