

**NOTARY PUBLIC/SIGNING AGENT
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT (“Agreement”) is entered into as of _____, 2019, by and between NOTARIES EXPRESS LLC, (hereinafter “Company”), a California professional corporation, and _____, Notary Public/Signing Agent, an individual (hereinafter “CONTRACTOR”), collectively referred to as the “Parties.”

RECITALS

COMPANY is a brokerage company that connects clients in the real estate industry (typically brokers, escrow companies, and lenders) Real Estate Signing Service with highly specialized, state-licensed signing agents to assist clients during the refinance, sale, or purchase of residential real estate (hereinafter “Specialty Services”).

CONTRACTOR is licensed to provide Notary services in the State of California or/and state of residence.

COMPANY desires to enter into an Agreement with CONTRACTOR to provide Specialty Services for COMPANY’s clients.

In consideration of the foregoing and the following terms, covenants, and conditions, the Parties hereto agree as set forth below.

**ARTICLE 1
PERFORMANCE**

1.1 Performance: COMPANY and CONTRACTOR hereby agree upon all the terms, provisions, and conditions of this Agreement as prescribed herein. CONTRACTOR agrees that all work to be performed hereunder will be provided by CONTRACTOR individually and CONTRACTOR will not subcontract the work to other individuals.

1.2 Duties: COMPANY engages CONTRACTOR to provide Specialty Services requested by COMPANY’s clients. The time and place in which CONTRACTOR provides Specialty Services (*i.e.*, time of the signing as requested by COMPANY’s clients, and the signing location, as determined between COMPANY and its clients) shall be determined in advance by mutual consent of the Parties. CONTRACTOR’s duties in the provision of SPECIALTY SERVICES include, but are not limited to, screening the signers of important documents for their true identity, determining their willingness to sign without duress or intimidation and ascertaining their awareness of the contents of the document or transaction. Some notarizations also require the Notary to put the signer under an oath, declaring under penalty of perjury that the information contained in a document is true and correct. Property deeds, wills, and powers of attorney are examples of documents that commonly require a Notary.

1.3 Contractor Standards: CONTRACTOR agrees to provide Specialty Services in conformance with all applicable federal and state law, regulations, and/or professional standards required of a Notary Public and as required by generally accepted standards within the notary profession.

1.4 Continuing Notary Education: In order for CONTRACTOR to provide Specialty Services,

CONTRACTOR must maintain his or her Notary License as approved by the applicable state agency (in California, the California Secretary of State). CONTRACTOR shall certify that he or she has completed the necessary Notary License prior to and during the term of this engagement to verify that CONTRACTOR is up to date and has fully complied with all applicable legal and/or regulatory requirements.

1.5 Independent Contractor Status: In the performance of the obligations under this Agreement, it is mutually understood that CONTRACTOR shall at all times perform as an independent contractor of COMPANY practicing the profession of Notary Public under his/her separate license and separate business entity. COMPANY shall neither have nor exercise any control or direction over the methods, details, and means by which CONTRACTOR performs SPECIALTY SERVICES. Nothing in this Agreement shall be deemed to restrict CONTRACTOR from maintaining his or her own offices and facilities or from providing notary or other services to companies or parties other than COMPANY's clients, provided that such services are not inconsistent with the performance of CONTRACTOR's obligations hereunder. CONTRACTOR shall not incur any financial obligations on behalf of COMPANY. CONTRACTOR understands and acknowledges that in the event CONTRACTOR is paid at least \$600 or more in compensation under this Agreement in any calendar year, COMPANY will file Form 1099-MISC with the Internal Revenue Service and the appropriate state taxing agency(ies), and provide CONTRACTOR with a copy of the same, on or before January 31st of the following year. Concurrently with the execution of this Agreement, CONTRACTOR further agrees to execute an IRS Form W-9 to be provided by Company.

1.6 Tax Reporting and Filing: CONTRACTOR acknowledges and agrees that CONTRACTOR is responsible for filing all tax returns and for the payment of all federal, state, and local taxes required with respect to any and all compensation earned by CONTRACTOR under the terms of this Agreement, including but not limited to taxes and contributions imposed by unemployment, workers' compensation, Social Security, and income tax laws. It is expressly understood and agreed that the COMPANY will not withhold any such taxes from any compensation that it pays to CONTRACTOR, and that it will provide CONTRACTOR with Form 1099-MISC at the conclusion of the calendar year, if required as set forth in Paragraph 1.5 above. CONTRACTOR agrees to pay all applicable local, state, and federal taxes as an independent contractor.

1.7 No Workers' Compensation Coverage: CONTRACTOR acknowledges and agrees that CONTRACTOR is an independent contractor and is not therefore entitled to workers' compensation insurance coverage from the COMPANY. If an injury occurs during the CONTRACTOR's performance of CONTRACTOR's duties under this Agreement, then such a claim will not be covered by the COMPANY'S workers' compensation policy.

1.8 Equipment: CONTRACTOR shall be responsible for providing all necessary equipment, supplies, and materials necessary to perform SPECIALTY SERVICES at his/her own expense, and shall be responsible for providing his/her own transportation to and from the performance of any SPECIALTY SERVICES. As CONTRACTOR is an independent contractor, CONTRACTOR shall not be entitled to reimbursement for mileage or for any other equipment, supplies, or materials used by CONTRACTOR to perform SPECIALTY SERVICES.

COMPENSATION

2.1 For all services to be rendered by CONTRACTOR under this Agreement, COMPANY agrees to pay CONTRACTOR a sum to be determined prior to the appointment for each loan document signing wherein CONTRACTOR provides SPECIALITY SERVICES as a contractor of COMPANY. A written confirmation/invoice will be sent by COMPANY to CONTRACTOR. Fees are negotiated prior to each signing appointment and may vary with each appointment. Unless negotiated prior to acceptance of the appointment, in case of cancellation of escrow files, COMPANY does not pay the agreed fee to CONTRACTOR.

ARTICLE 3 INSURANCE

3.1 **Surety Bond:** As required by section 8213 of California Government Code, every person appointed as a Notary Public shall file an official bond and an oath of office in the office of the county clerk of the county within which the person maintains a principal place of business as shown in the application submitted to the Secretary of State. The commission shall not take effect unless this is done no later than 30 days after the beginning of the term prescribed in the commission.

3.2 **Errors and Omission Insurance:** CONTRACTOR acknowledges and agrees that at all times during the term of this Agreement he/she shall maintain, at his or her sole expense, errors and omissions insurance coverage in an amount of not less than \$25,000.00 per occurrence, and in the aggregate.

3.3 **Automobile Insurance:** CONTRACTOR acknowledges and agrees to be responsible for providing appropriate and necessary transportation in connection with the performance of CONTRACTOR's services under this Agreement and shall maintain liability and property damage insurance coverage on all vehicles so used for that purpose.

ARTICLE 4 TERMINATION

4.1 This Agreement may be terminated by either party upon 30 days' prior written notice to the other. Additionally, this Agreement shall automatically terminate upon the occurrence of any of the following events:

(a) Whenever CONTRACTOR shall cease to be licensed or otherwise qualified to practice his or her profession for which he or she is contracted for hereunder, under the laws of California or the rules of such profession's regulatory body;

(b) Whenever COMPANY and CONTRACTOR shall mutually agree in writing to terminate this Agreement;

(c) Upon the death of CONTRACTOR;

(d) Whenever CONTRACTOR or COMPANY shall be convicted of or plead no contest or guilty (a plea or verdict of guilty or a finding of guilt by a court in a trial without a jury is deemed to be a conviction within the meaning of this clause irrespective of a subsequent order under provisions of section 1203.4 of the Penal Code allowing withdrawal of a plea of guilty and entering a plea of guilty and entering a plea of not guilty, or setting aside the verdict of guilty, or dismissing the

accusations or information) to any offense punishable as a felony or involving moral turpitude or immoral conduct; or

(e) Whenever CONTRACTOR, as determined in the sole and absolute reasonable discretion of COMPANY, has committed an act of fraud or dishonesty in the performance of his or her duties hereunder or willfully damaged or injured in a material manner the property, business, or goodwill of COMPANY or willfully failed or unreasonably refused to comply in a material manner with the rules, policies, or directives of COMPANY where such rules, policies, or directives have been made available to CONTRACTOR.

ARTICLE 5 RECORDS AND FILES

5.1 All documents and email correspondence concerning COMPANY's clients shall belong to and remain the property of COMPANY or COMPANY's clients. On termination of this Agreement, CONTRACTOR shall not be entitled to keep or reproduce COMPANY's or COMPANY's clients' records.

ARTICLE 6 DISPUTE RESOLUTION

6.1. **Arbitration:** A copy of the Mutual Voluntary Agreement for Individual Arbitration ("Arbitration Agreement") is attached hereto as Attachment A to this Agreement. COMPANY and CONTRACTOR agree to review the Arbitration Agreement with the mutual understanding that entering into the Arbitration Agreement is entirely voluntary and this Agreement is not contingent upon COMPANY and CONTRACTOR entering into the Arbitration Agreement.

ARTICLE 7 INDEMNITY

7.1 CONTRACTOR agrees to indemnify and hold harmless COMPANY, COMPANY's clients and other third party services providers, COMPANY Board members, and COMPANY employees and agents from any liabilities, obligations, costs, claims, or damages, howsoever caused, by reason of any injury (whether to body, property, or reputation and whether of a personal or business nature) sustained by any person or to property by reason of any act, neglect, default, or an omission of CONTRACTOR arising out of or in any way connected with CONTRACTOR's performance of services under this Agreement.

7.2 To the fullest extent permitted by law, CONTRACTOR agrees to defend, indemnify, and hold harmless COMPANY, COMPANY's clients and other third party services providers, COMPANY Board members and COMPANY employees and agents from any liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind whether actual, alleged, or threatened, as well as actual attorneys' fees incurred by COMPANY, court costs, interest, defense costs including expert witness fees and any other reasonable costs, or expense of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of, or in any way attributable, actually, allegedly or impliedly, in whole or in part to challenges to CONTRACTOR's status as an independent contractor.

ARTICLE 8

NON-ASSIGNMENT

8.1 The rights and benefits of COMPANY and CONTRACTOR under this Agreement shall not be transferable, and neither CONTRACTOR, his/her heirs, his/her personal representative nor his/her creditors, shall have any right to encumber, hypothecate, mortgage, collateralize, anticipate, by pledge or otherwise, or otherwise give a security interest in any payment provided to be made hereunder.

ARTICLE 9 GOOD-FAITH OBLIGATIONS

9.1 CONTRACTOR's rights hereunder constitute a general claim against COMPANY and no specific funds or property need be set aside in any manner (other than by bookkeeping entries) to meet COMPANY's obligations hereunder. COMPANY may at COMPANY's discretion engage other independent contractors on whatever terms are satisfactory to COMPANY, provided that no such agreements impinge in any manner upon the rights and benefits due CONTRACTOR hereunder.

ARTICLE 10 GOVERNING LAW / CHOICE OF VENUE

10.1 This Agreement shall be subject to and governed by the laws of the State of California, irrespective of the fact that the CONTRACTOR may be or may become a resident of another state. If any disputes arise between the Parties that are covered by the Arbitration Agreement attached as Exhibit A, the provisions in the Arbitration Agreement detailing the location of the arbitration, as well as the choice of law, shall prevail. If the Parties do not execute the Arbitration Agreement attached as Exhibit A, and if it is necessary for CONTRACTOR or COMPANY to file a civil action related to the Parties' performance under this Agreement, then the sole and exclusive forum/venue for such action shall be the Superior Court of California, County of Placer, or in the United States District Court for the Eastern District of California, whichever is applicable. CONTRACTOR also shall consent to personal and subject matter jurisdiction in California, to the extent the Parties have not executed the Arbitration Agreement attached as Exhibit A.

ARTICLE 11 NO COLLATERAL AGREEMENTS

11.1 Each party represents to the other that there are no agreements, whether written or oral, with any other firms or other parties or any practice whatsoever, which prevent their entering into this Agreement or from fully performing its or his/her duties hereunder. Each party agrees to hold the other free and harmless from and against any liabilities or expenses that the other may incur, arising from a breach or misrepresentation of the provisions of this Paragraph, including reasonable attorneys' fees, court costs and expenses, whether suit be brought or not, including those on appeal. If any disputes arise between the Parties that are covered by the Arbitration Agreement, the provisions in the Arbitration Agreement regarding fees and costs shall prevail.

ARTICLE 12 CONFIDENTIALITY & NONSOLICITATION

12.1 **Confidential Information:** In addition to any applicable ethical rules and/or considerations and

any applicable cases, statutes, rules, and regulations governing the conduct of CONTRACTOR, CONTRACTOR shall not, without the prior written consent of COMPANY, use or disclose to any person or entity not lawfully entitled thereto, including but not limited to the press, other media or any public body, in the absence of a court order or some other administrative or regulatory directive, any confidential information relating to the business, marketing, affairs, or financial condition of COMPANY, including the contents of this Agreement. CONTRACTOR hereby agrees to hold the COMPANY in the highest esteem in representing it to others, and covenants to hold all financial, personal, and proprietary information of any sort about COMPANY in strict confidence. CONTRACTOR understands and agrees that this confidentiality provision shall survive the termination of this Agreement.

By way of illustration, not limitation, proprietary information includes: (i) legal and other business documents prepared by COMPANY; (ii) trade secrets, processes, formulae, data, know-how, improvements, inventions, and techniques; (iii) customer lists and related information; (iv) cost or expense of research, development, installation, developing, marketing, marketing surveys or analyses; (v) client files; and (vi) all personnel information, including without limitation employee or independent contractor lists or other information identifying COMPANY employees, contractors or applicants, personnel files, compensation information, investigation files, loan documents, or disciplinary records.

12.2 Nonsolicitation: CONTRACTOR acknowledges that any breach of Article 12.1, including but not limited to, use or disclosure of confidential client or contractor information for any purpose, including to solicit current COMPANY client accounts, or independent contractors constitutes a misappropriation of confidential information and/or trade secrets and will cause irreparable harm and significant injury to COMPANY that may be difficult to ascertain. Accordingly, CONTRACTOR hereby agrees that the COMPANY shall have the right to seek and obtain immediate injunctive and/or declaratory relief to enforce CONTRACTOR's obligations under this Agreement, in addition to any other rights and remedies that the COMPANY may have at law or in equity.

ARTICLE 13 NOTICES

13.1 Any notices required or permitted to be given under this Agreement shall be sufficient if in writing and if either delivered in person or sent by registered or certified mail to the CONTRACTOR's residence and to the main office in Rocklin, CA where COMPANY business is conducted.

ARTICLE 14 CONTINGENCIES

14.1 The obligations of COMPANY under this Agreement shall be contingent upon CONTRACTOR being duly licensed under the laws of the state where notary services are to be provided as of the effective date of this Agreement, and remaining so licensed and in good standing throughout its term, in order to carry out his or her duties hereunder.

ARTICLE 15 INTERPRETATION

15.1 This Agreement is the result of negotiations directly between COMPANY and CONTRACTOR. Each party has had the opportunity to have this Agreement reviewed by their own independent legal

counsel. The Parties therefore recognize that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibit thereto.

**ARTICLE 16
INTEGRATION**

16.1 This Agreement contains the entire agreement of the Parties hereto with respect to the subject matter contained herein, and there are no agreements, representations, or warranties with respect to such subject matter outside of this Agreement.

**ARTICLE 17
ATTORNEYS'
FEES**

17.1 All Parties agree to bear their own attorneys' fees and costs associated with the negotiation and execution of this Agreement. If any disputes arise between the Parties that are covered by the Arbitration Agreement attached as Exhibit A to this Agreement, the provisions in the Arbitration Agreement detailing attorneys' fees shall prevail. If no such Arbitration Agreement has been executed, the prevailing party shall be entitled to recover his/her/its reasonable attorneys' fees and costs incurred in any civil action filed to enforce any provision of this Agreement.

**ARTICLE 18
SIGNATURES**

18.1 This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one counterpart has been signed by each party and delivered to the other party hereto. All Parties signing this Agreement agree that this Agreement may be signed and delivered via facsimile or other electronic means. The Parties agree that a signature received via facsimile or other electronic means shall be valid and enforceable just as an original signature.

**ARTICLE 19
SEVERABILITY**

19.1 In the event any provision of this Agreement is deemed to be invalid, illegal, or unenforceable, all other provisions of the Agreement that are not affected by the invalidity, illegality, or unenforceability shall remain in full force and effect.

ACKNOWLEDGED AND AGREED:

NOTARIES EXPRESS LLC

Date

Individually

Date

