



CHICO NOTARY SOLUTIONS

12 Jasper Drive
Chico, CA 95928-6850
(530) 680-7185
(530) 894-8210 fax

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20 __, by and between CHICO NOTARY SOLUTIONS, with its address at 12 Jasper Drive, Chico, CA 95928, hereinafter referred to as “CNS”, and _____, an independent contractor with its address at _____, hereinafter referred to as “CONTRACTOR”.

Whereas, CNS desires Contractor to perform certain work;

Whereas, Contractor desires to perform such work;

Now therefore, the parties mutually agree as follows:

- 1. Independent Contractor Relationship.** CNS and Contractor shall not be considered partners nor joint ventures for any purpose. Contractor has no authority to sign, bind or enter into any Agreements on behalf of CNS, nor act as an agent or employee of CNS for any purpose, including said Contractor’s performance of services under this Agreement. Contractor shall act in all matters hereunder as an independent contractor and shall make no representations to the contrary to any person.
- 2. Professional Signing Services.** Contractor will perform individual loan or transaction signing services for CNS. Contractor is retained as an independent contractor for the purpose of monitoring completion, execution and notarization of the loan or applicable transaction documents by all parties to the transaction and witnessing and notarizing signatures on the loan or transaction documents as required by CNS clients (the “Service(s)”). On each Service to Contractor by CNS, CNS shall provide or have provided Contractor with the required loan documents and instructions via courier, prepaid U.S. mail, overnight delivery, or electronic means. Contractor shall comply with any and all instructions provided by CNS and any escrow, mortgage lending, title or other party. Contractor shall not have set working hours, shall control Contractor’s work and shall be solely responsible for confirming and attending appointments with the borrowers and all other necessary parties.

Following completion of the signing, Contractor shall return the completed loan document or transaction package to the lender, escrow, title or CNS, as set out in the instructions provided, within the specified time frame set forth in the instructions. As a condition of receiving payment for signing services hereunder, Contractor shall also complete and return to CNS by fax a CNS invoice for work performed detailing the name of the assignment, date and time completed, return tracking information, return carrier, agreed fee, and any additional information deemed necessary and appropriate, immediately upon completion of the signing services.

- 3. Insurance.** Contractor shall maintain comprehensive general and vehicular insurance for claims and damages of bodily injury, including death, where Contractor will be performing Contractor's duties under this Agreement. Contractor shall also defend, indemnify and hold CNS harmless from and against all claims, liability and damages arising from any act or omission of Contractor. In addition, Contractor shall be and shall at all times maintain, at his or her sole expense, all required licenses, permits, commissions, bonds and insurance applicable to notaries public, including liability insurance. Further, Contractor agrees to conduct all signing services and notarization acts in accordance with all applicable state, federal, city and local laws, ordinances and regulations. BACKDATING WILL NOT BE TOLERATED, AND WILL BE DEEMED A MATERIAL BREACH OF THIS AGREEMENT.
- 4. Fees, Charges and Taxes.** Contractor agrees to be paid a flat fee per completed signing. The fees and charges for services rendered by Contractor under this Agreement will be negotiated between CNS and Contractor, prior to Contractor's acceptance of such signing assignment. If Contractor completes an assignment to CNS' satisfaction, the fee will be \$50.00 or such other amount negotiated between the parties and confirmed in writing by CNS before the services are performed. If Contractor attempts to complete an assignment that is cancelled or unsigned by the signing parties, and Contractor has incurred travel or other expenses, the Contractor will be compensated with a trip fee in an amount equal to half the original agreed upon fee. If Contractor incurs no expenses relating to a cancelled assignment, all fees are hereby waived. The signing services fee, once agreed upon, may be amended or changed only by mutual written Agreement.

 - a. Contractor Expenses / Courier / Overnight Delivery Charges.** Payment of all courier and overnight delivery charges shall be the responsibility of CNS, escrow or the lender. However, any courier or overnight delivery charges incurred that result from Contractor's negligence in performing services under this Agreement shall be borne by Contractor. Contractor shall be responsible for any out-of-pocket expenses incurred in performing any services under this Agreement, except for any fax or copy charges pre-approved by both CNS and escrow or lender.
 - b. Taxes.** Contractor shall also be responsible for payment of all federal, state and local taxes, and any other self-employment taxes, social security, unemployment and disability insurance, and any other payments and benefits, if applicable, on all compensation received by Contractor under this Agreement.
- 5. Termination of Agreement.** This Agreement shall continue in full force and effect until terminated. This Agreement may be terminated for any reason, or no reason, by either party with thirty (30) days prior written notice. Further, CNS may terminate this Agreement immediately upon providing written notice to Contractor in the event of any material breach by Contractor. In the event of such termination for material breach, Contractor will forfeit all fees payable from CNS to Contractor. Contractor agrees to provide services under this Agreement until this Agreement is terminated. Any notice, demand or communication that either party desires or is required to give to the other party in connection with the termination of this Agreement, shall be in writing and shall be either served personally, by fax or sent by prepaid United States certified mail return receipt requested and returned. In the event this Agreement is terminated by Contractor, all work-in-progress will be completed in accordance with the terms of this Agreement. If Contractor fails to perform as aforesaid, Contractor shall be entitled to no fees, nor any reimbursement for costs or expenses.

- 6. Contractor Shall Not Give Legal Opinions or Other Opinions.** All questions during the signing relating to the loan and transaction documents are to be referred immediately to the designated client of CNS or lender, escrow or loan agent referenced in the documents for answers. Any questions regarding the escrow or closing are to be directed to, and answered, by the designated escrow closer or agent. Contractor must not provide any opinion regarding the loan documents, or the funding process before or following the signing, nor render any legal advice to the borrowers or any other party. If legal advice is requested, Contractor shall refer the party to his or her attorney.
- 7. Confidentiality.** Contractor shall at all times maintain, as strictly confidential, any information provided by CNS, lenders, escrow, loan agents or any other party in the course of Contractor performing services under this Agreement, and Contractor shall not disclose any such personal or financial information to any person without the affected persons prior written consent, except pursuant to a validly issued court subpoena or order. Contractor acknowledges that monetary remedies are inadequate to protect confidential information and that injunctive relief will be appropriate to protect such Confidential Information.
- 7. Non-Interference and Protection of Trade Secrets.** Contractor agrees that during his or her relationship with CNS, and at any time following termination or expiration of this Agreement for any reason, Contractor shall not personally nor on behalf of any other person, entity, firm or corporation, interfere with any CNS contracts, use CNS client or other information for Contractor's economic benefit, solicit or interfere with any prospective clients of CNS or any of its affiliates or subsidiaries with whom Contractor was involved directly or indirectly, nor will Contractor in any way directly or indirectly, for itself or for others take away any CNS client business. All client files, client lists, and client information are trade secrets and the exclusive property of CNS and have independent economic value due to the information not being generally known to the public nor competitors. Contractor acknowledges that monetary remedies are inadequate to protect such trade secrets and that injunctive relief will be appropriate to protect such trade secrets.
- 8. Representation and Warranties.** Contractor warrants that it shall comply with all applicable state, local and national laws and regulations. Contractor warrants that Contractor is, and at all times during the term of this Agreement shall remain, duly licensed as a notary public in the jurisdictions where Contractor will be performing Contractor's duties under this Agreement. Contractor recognizes that Contractor's timely performance of services is essential to the efficient operation of CNS's business. Contractor warrants that it will not respond to or take an assignment to perform services hereunder unless Contractor can perform the required service in the time frame specified by CNS. Contractor shall remain in contact with CNS regarding the status of each active job order assigned to Contractor.
- 9. Limitation of Liability.**
NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, CNS WILL NOT BE LIABLE TO CONTRACTOR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES, EVEN IF CNS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CNS BE LIABLE TO CONTRACTOR FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID BY CNS FOR THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM, NOR FOR ANY MATTER BEYOND CNS' REASONABLE CONTROL.

10. Assignment. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns; provided, however, that this Agreement and the rights and obligations hereunder are not assignable by Contractor without CNS' prior written consent.

11. Governing Law. This Agreement and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of California. The parties herein agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Butte County, California. In the event that litigation results from or arises out of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorney fees, court costs and expenses, in addition to any other relief to which the prevailing party may be entitled.

Date: _____

INDEPENDENT CONTRACTOR

CHICO NOTARY SOLUTIONS

Signature

Signature

(Print Name)

(Print Name)

NOTE: This Agreement must be accompanied with a signed W-9 form, copy of a valid drivers license, current notary commission, bond and E&O insurance policy (if any). These must be received before any transactions can be assigned. No exceptions.



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**COVER SHEET / REQUIRED
DOCUMENTS**

Name: _____

Number of Pages: _____

Please paste the following documentation below and/or attach additional sheets as necessary.

- Completed Independent Contractor Agreement**
- Completed W-9 Form**
- Copy of a valid drivers license**
- Copy of current notary commission**
- Copy of bond and E&O Insurance policy (if applicable)**

Return by fax to (530) 894-8210 or by mail to the above address. *Returning by any other method may delay processing.*



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NOTARY INFORMATION FORM

SS# or Fed ID#: _____ **Fee:** _____

Name: _____

Home Address: _____

Home Phone: _____

Fax: _____

Pager/Cell: _____

E-Mail: _____

Work Name: _____

Work Address: _____

Work Phone: _____

Work Fax: _____

Address for Doc Delivery: **Home?** _____ **Work?** _____

List Cities / Counties you are willing to travel to: _____

Make Checks Payable To: _____

E-Mail Docs / Laser Printer: _____

Years Notary Experience: _____

Availability: _____

Multilingual? What Languages? _____



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INVOICE FOR WORK PERFORMED

Signing Agent Name: _____

Borrower(s): _____

Address: _____

Signing Completed: Yes _____ No _____ (If No, Complete Comments Below)

Date / Time Signed: _____

Date / Time Documents Returned: _____

Overnight Courier (Please Circle One Of The Following):

UPS FedEx CA Overnight Airborne Title Office

OTHER: _____

Tracking Number: _____

Comments: _____

Amount Due Signing Agent: _____

PLEASE FAX THIS FORM TO (530) 894-8210 BEFORE 9AM THE NEXT BUSINESS MORNING OR YOUR FEE MAY BE REDUCED. THANK YOU FOR ALL YOUR HELP!