

# **Independent Contractor Agreement**

This Agreement is entered by and between, Notary Signing Agent an individual referred to as "Contractor," and Select Signings, Inc.

Select Signings, Inc. and Contractor agree as follows:

## **1. Statement of Work**

Contractor is retained as an outside independent contractor for purposes of witnessing and/or notarizing signatures for loan documents. Contractor shall be responsible for providing all tools and materials required for performance of the tasks agreed to.

## **2. Term**

Contractor agrees to provide notary services to Select Signings, Inc. from the date of this agreement until terminated pursuant to the terms of this agreement.

## **3. Consideration/Commission**

For all services performed by Contractor, Select Signings, Inc. shall pay Contractor pursuant to the fee schedule attached hereto as "Invoice" and incorporated herein by this reference.

## **4. Insurance**

Contractor shall maintain workman's compensation insurance in accordance with applicable state and federal laws when employing other employees. In addition, Contractor shall maintain comprehensive general and vehicular insurance for claims of damages of bodily injury (including death) and property damage caused by or arising out of acts or omissions of its employees.

## **5. Indemnification**

A) Contractor agrees to defend, indemnify and hold harmless Select Signings, Inc. and its employees and agents from any and all claims, including the costs, expenses and reasonable attorney's fees incurred on account thereof, that shall be made for bodily injury or damage to property occasioned by the acts or omissions of Independent Contractor.

B) Contractor shall be responsible for any loss of or damage to property owned by Select Signings, Inc. and in Contractor's possession or control.

## **6. Entire Agreement**

This Agreement constitutes the entire agreement between Select Signings, Inc., Inc. and Contractor with respect to the subject matter hereof, and shall not be amended or modified except by written amendment signed by both parties. No oral statement of any persons shall modify of effect the terms and provisions of this Agreement.

## **7. Termination**

Either party to this Agreement may terminate this Agreement for any reason with or without notice.

In the event of termination of this Agreement, Select Signing Services shall pay Contractor fees for work performed prior to termination of this agreement upon such date as such fee would otherwise be payable.

## **8. Confidentiality**

Contractor acknowledges that during the course of this Agreement, he/she will receive and have access to Confidential Information. This information is highly sensitive, and is a unique asset of the business. The disclosure of such Confidential Information would cause incalculable and irreparable damage to Select Signings, Inc. and their clients. As such, Contractor agrees not to disclose and/or use at anytime during or after the term of this Agreement an proprietary or confidential information of Select Signings, Inc. and Select Signings, Inc.' clients, including, without limitation, those relating to: (a) the business, conduct, or operations of Select Signings, Inc., or any of respective clients, customers, consultants, or licensees; (b) any methods, ways of doing business, used in the sale, use of marketing of the other's products and/or services, or (c) any of Select Signings, Inc.' client list, pricing information or policies.

## **9. Headings**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

## **10. Successors and Assigns**

This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. Contractor shall not have the right to assign any of his/her rights, duties or obligations under this agreement without the prior written consent of Select Signings, Inc.

## **11. Venue**

In the event any lawsuit or other legal claim is brought by Contractor against Select Signings, Inc., the venue for such proceedings shall be the courts of Orange County, California.

## **12. Attorney Fees**

In the event litigation is commenced to enforce any of the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.

This Agreement shall be governed by and interpreted pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

# Notary Guidelines

## 1. Professionalism

We expect our notaries to act and dress in a professional manner at all times. Unprofessional attire, conduct, or attitude will result in an end of our contractor agreement.

We will also be tracking the performance of our notaries. Notaries that make mistakes and do not perform their jobs with patience and accuracy will be put on probation or possibly removed from our database. This will allow more signing appointments to be given to notaries who perform error free signings. We are very proud of our notaries and want to make sure that all notaries associated with our company are the best.

## 2. Accepting Signings

When a document signing is needed, a Select Signings Representative will contact you by phone. It is entirely your decision as to how far to travel and what signings to accept and decline. Make sure the signings you accept are within your limitations. Do not accept an appointment unless you are positive you can keep it. When you accept an assignment, Select Signings sends a work order via fax and/or email. If you do not receive your work order it is your responsibility to notify a Select Signings Representative to obtain it.

We expect you to contact the borrower as soon as possible after receiving the faxed and/or emailed work order, unless we tell you otherwise. Make sure to verify the appointment date and time, address, and any special circumstance or instruction(s) the signing may entail. You will also advise the borrower that they will need a valid ID at the time of the signing. If you cannot reach the borrower, or have a wrong telephone number call a Select Representative immediately for assistance. Keep Select Signings informed at all times of the signing status and of any changes in the appointment day or time. Please note that neither you nor the borrower can change the appointment day or time without calling us for lender approval.

If there are special requirements for your state, such as witnesses required, etc. you as the mobile notary for your state are expected to know what those requirements are and will be expected to meet those requirements.

•••NEVER give a work order assigned to you to another notary to take care of without getting permission from a Select Signings Representative. •••

### Document Delivery

If you accept a work order, the documents should arrive the day of the signing, but this can vary with each lender. If you do not receive the documents by 10:00am on the day of your signing (or the day prior for early morning appointments) contact us immediately

and we will track the package for you. Occasionally the lender will send them directly to the borrower without informing us.

### **3. Running Late For Appointment**

Appointments are scheduled by the lender at the borrower's convenience. We are here to accommodate the customer and provide services at their request. Also, please do not reschedule signings when they are a set appointment time. If you are unable to meet a time, refuse the signing when it is offered.

### **4. Borrower No Show**

Please contact a Select Signings Representative immediately. If the signing is after hours and you cannot get hold of a Select Signings Representative, then you must wait a minimum of 15 minutes at the place of your appointment in order to receive partial payment.

### **5. Borrower Copies**

In each package you should receive two sets of documents. One of these sets should be left with the borrower(s). If you receive a set of loan documents and there are no copies enclosed for the borrower, please call a Select Signings Representative immediately. They will contact the lender to see if a copy for the borrower is on the way. If your signing is after hours and you are not able to get hold of a Select Signings Representative please advise the borrowers that their lender will send them a copy of the loan documentation. Include a note to the lender when the documents are returned, and advise a Select Signings Representative of the situation.

### **6. Checking Dates On The Documents**

Mortgage documentation is extremely date sensitive. Please be sure not to sign the documents before or after the appointment unless otherwise instructed.

### **7. Problems At The Signing Table**

It is imperative that you contact our office if there is any problem signing the borrower(s) or if there is anything included in the document package, which you do not understand. Remember you are there to witness the borrower's signatures only. NEVER give advice regarding the loan papers. If the borrower(s) ask for your opinion on any aspects of the loan, we expect you to refrain from giving a definitive answer. We expect your response to be unbiased as you are an impartial party to the transaction.

If the terms of the loan are not what the borrower(s) expected follow the steps below:

- 1.) Check the documents or check with the borrower(s) to see if a phone number has been provided for the lender/broker. If so, have the borrower(s) call them immediately

and try to work out the discrepancies so you can complete the signing without having to come back.

2.) If you are unable to reach anyone contact Select Signings and we may be able to contact the lender for you during the signing if you cannot.

3.) Or you can notify the borrower of their "Right to Cancel". Give them the choice to go ahead and sign the documents and advise them that if they do not get the terms straightened out with the lender within the rescission period, they can cancel the loan.

4.) If the borrower(s) are uncomfortable with the above option, let them know that it is okay and that Select Signings will follow up with the originating company as far as making corrections on the documents or rescheduling once the terms have been corrected. Please notify a Select Signings Representative immediately if this occurs. Hold on to the original documents until instructed by a Select Signings Representative as to what to do with them. It is okay to leave the borrower's copy with them, but do not leave original loan documents with the borrower(s), unless the documents were delivered directly to the borrower(s).

### **8. Do Not Modify Documents**

If there is an error on the documents such as an incorrect spelling of a name or an address is wrong please call Select Signings immediately. A representative from Select Signings will contact the broker/lender or escrow officer to make them aware of the error and to see if it is okay to alter the documents. Never use white out, colored ink, or staples! These actions will void the documents.

### **9. Reviewing Documents**

Make sure the borrower(s) sign their name(s) EXACTLY as they appear on the documents. Check the documents thoroughly, before leaving any appointment. Remember accuracy the first time is of vital importance. There will typically be multiple documents that you must notarize. The exact type and number of documents will vary from lender to lender. It is your responsibility to review the documents to make sure that all appropriate documents are properly notarized. You will be responsible for any shipping charges necessary to correct documents that are not properly signed and notarized.

Only use BLACK ink unless otherwise instructed. When you stamp the documents, make sure that your seal is clear and not touching or overlapping anything. If you have any doubts, attach an All Purpose Acknowledgement. The recorder's office can be extremely picky.

### **10. Returning Documents**

After the completion of the signing it is required that our notaries FAX a copy of the notarized papers with the "Right to Cancel" to Select Signings for our review. Also include the original order form including the name of the Overnight Return Carrier and the tracking number. This form will also act as your invoice. You will receive approval the same day from Select Signing Services to ship the documents to the lender. As a

service to our client (the lender) and the borrower, we ask that the documents be returned immediately after getting document approval from a representative of Select Signings. If a self-addressed return envelope is not in your package, please call us.

### **11. Payment Policy**

All questions pertaining to payment must be directed to the accounting department of Select Signings. Under no circumstances should you contact the borrower(s), loan representative, escrow or title regarding your payment. You can email all accounting inquiries to [accounting@selectsignings.com](mailto:accounting@selectsignings.com).

As a notary with Select Signings Services, you will always receive payment for properly following Select Signings and client instructions and guidelines. Such work includes (but is not restricted to based upon individual assignment):

- Appearing at the appointment on time and prepared
- Notifying Select Signings with proper status
- Not giving customers advice about their documents
- Document approval from Quality Control
- Returning signed documents in a timely manner

We pay our notaries \$50.00 per signing and \$25 per refusal unless otherwise specified and arranged at the time of accepting the order. The notary fee is \$75.00 for 2 loans at the same appointment time. You may not charge any additional fees unless approved in advanced by a representative of Select Signings.

If you make a mistake with the notarization of documents and/or do not get the proper signatures, you will be responsible for making the corrections FREE of charge. So please check and double check your work. You will bill Select Signings directly. You do not bill the lender or the borrower directly. If you bill our client or send an invoice back with the documents you are subject to no payment for the signing. Select Signings shall remit notaries payment between 30 to 45 days of said completion. Notary agrees that any legal proceedings with Select Signings Inc. for the cancellation of any balance(s) due under an assignment, the action shall be brought and tried solely in the courts of Orange County, California.

These Terms constitute a binding agreement between you and Select Signings, and is accepted by you upon working as an independent contractor with Select Signings. By clicking "I agree" you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.