

# EXCEL NOTARY

## Independent Contractor / Notary Agreement

EXCEL NOTARY and the undersigned, \_\_\_\_\_ (hereafter called Notary) hereby enter into this independent contractor agreement whereby EXCEL NOTARY and Notary will provide loan document delivery and signing services to prospective document signers for one or more escrow, mortgage lending, title or other miscellaneous companies. Notary as an independent contractor will deliver said documents to the prospective borrower, and perform the notary services associated with the execution of such documents and deliver said documents according to the instructions of EXCEL NOTARY.

I understand that this is not an application for employment and that EXCEL NOTARY does not function as an employer. As an independent contractor I have the right to accept or decline the request for my services made by EXCEL NOTARY.

### Terms and performance agreement

EXCEL NOTARY will utilize Notary's services, at the sole discretion of EXCEL NOTARY, to deliver loan escrow and/or legal documents to prospective document signer(s), to obtain the signatures of the prospective document signer(s) on said documents (placing notary seals as required by law or as per the instruction of EXCEL NOTARY, or the prospective lender or title company as applicable), and to return the signed documents at the instruction of the prospective lender, title company, or EXCEL NOTARY. Notary shall have full discretion to accomplish these tasks in the manner in which Notary deems appropriate, except with respect to any deadlines specified by EXCEL NOTARY or its customers as set forth in the instruction accompanying the documents on which signatures are to be obtained.

That upon receiving and accepting an assignment from EXCEL NOTARY to obtain signatures on documents, Notary agrees to deliver documents in a timely and professional manner, obtain the signatures of signer(s) on all documents according to the instructions received by Notary and place the notary seals as it relates to their individual State Notary laws.

Notary shall advise EXCEL NOTARY of any inability or failure to complete the assignment as per the instructions received by Notary immediately upon such inability or failure to complete the assignment.

EXCEL NOTARY will take full responsibility for follow-up on payment of any outstanding invoices. Notary agrees that any payment questions Notary has are to be directed to EXCEL NOTARY and not to customers of EXCEL NOTARY.

Notary represents and warrants that their Notary license is current. Notary takes full responsibility for keeping their Notary license current at all times in order to be eligible to receive assignments from EXCEL NOTARY. Notaries carrying errors and omissions liability insurance coverage shall keep current records of same on file with EXCEL NOTARY at all times. Notary shall also carry not less than the statutory minimum in bond coverage and shall keep same in force and effect at all times. Notary shall bear all costs of these policies and any other items as required by the state licensing body for a valid Notary license.

Furthermore, Notary agrees to take responsibility and keep EXCEL NOTARY out of any and all claims arising from any negligent acts or omissions made by Notary.

Notary acknowledges that by entering into this agreement it will be necessary for EXCEL NOTARY to share with Notary the names, addresses, name of contacts within companies, and other identifying information of the customers with whom EXCEL NOTARY does business. Notary acknowledges that said information constitutes the trade secrets of EXCEL NOTARY. Notary acknowledges that he or she shall not interfere with, directly or indirectly, disrupt or attempt to disrupt the relationship, contractual or otherwise, between EXCEL NOTARY and any customer, client, supplier, consultant or other contractor to EXCEL NOTARY nor shall Notary turn any matter or information as it relates to the identity of its

customers, marketing or operations of EXCEL NOTARY over to any other party. Notary further agrees that Notary will not make use of said information to conduct a competing business. Notary understands that directly or indirectly soliciting business from sources of business given to them by EXCEL NOTARY or breaching any provision of this Agreement is cause for immediate termination for the receipt of assignments from EXCEL NOTARY and may subject Notary to legal action by EXCEL NOTARY to protect the trade secrets of EXCEL NOTARY and/or recover damages.

The Notary shall not give or suggest advice, or refer opinions or legal opinions at any time that may influence the signer in any way. All questions during the signing are to be referred to EXCEL NOTARY.

Notary agrees to supply all office equipment, automobiles, and insurances or other physical items needed for Notary to perform their duties. Notary shall bear all costs of these items.

This agreement shall be enforced to the fullest extent and shall be construed pursuant to the laws of the State of Arizona. If any particular portion of this agreement is not adhered to then the contract and the Notary will be terminated from EXCEL NOTARY.

This agreement shall be binding upon and in sure to the benefit the parties, their successors, assigns and personal representatives.

Should any action or proceeding be commenced to enforce the terms of the agreement and/or to recover damages, the prevailing party shall be entitled to its costs including attorney's fees

The Notary is solely responsible for all state, federal, and local taxes due for their services.

The Notary is required to fill out the Completion Report at [www.excelnotary.com](http://www.excelnotary.com) upon completion of agreed procedure. The Completion Report must include the tracking number for the package. EXCEL NOTARY shall remit Notary's fee within 30 business days of Completion Report.

By signing below the Notary/contractor acknowledges that they have read and understand the above and agree to the terms set forth by EXCEL NOTARY.

-Fax to EXCEL NOTARY (602) 441-4433.

EXCEL NOTARY  
6451 W. St. John Ave  
Glendale, AZ 85308  
Ph (602) 374-5246  
Fax (602) 441-4433

Notary/ Independent Contractor

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Print Name

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Signature

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Date