



**INDEPENDENT CONTRACTOR AGREEMENT
THIS IS NOT AN EMPLOYMENT APPLICATION**

At Your Door Signature Service, LLC (hereafter, called AYDSS) and the undersigned, _____, (hereafter, called Signing Agent) hereby enter into this independent contractor agreement whereby AYDSS and Signing Agent will provide loan document delivery and signing services to prospective document signer(s) for one or more escrow, mortgage lending, title or other miscellaneous companies.

The parties now agree to the following:

This agreement shall become effective as of the earliest date as set forth at the bottom of this contract.

AYDSS may utilize Signing Agent and Signing Agents services in the sole discretion of AYDSS to deliver loan escrow and/or legal documents to prospective document signer(s), in a timely and professional manner, and to obtain the signatures of the prospective signer(s) on said documents, affixing notary seals as required by State law for Notary Publics, and as per the instructions of AYDSS or the prospective lender, title company, etc. Signing Agent shall return the signed documents at the instructions of the prospective lender, title company, etc. or AYDSS. Signing Agent shall have full discretion to accomplish these tasks in the manner in which Signing Agent deems appropriate, except with respect to any deadlines specified by AYDSS or its customers as set forth in the instructions accompanying the documents in which signatures are to be obtained.

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

Signing Agent takes full responsibility for keeping their Notary license current at all times in order to be eligible to receive assignments from AYDSS. Signing Agent shall carry errors and omissions liability insurance coverage and shall keep same in force and effect at all times. Signing Agent shall also carry not less than the statutory minimum in bond coverage and shall keep same in force and effect at all times. Signing Agent shall bear all costs on these policies (outlined above) and any other items as required by the licensing body for a valid Notary license. Furthermore, Signing Agent agrees to indemnify and hold AYDSS and its client harmless against any and all claims arising from any negligent acts or omissions made by Signing Agent. If for any reason, Notary license is or may be revoked or E&O insurance is canceled, Signing Agent must notify AYDSS prior to doing any more work for AYDSS.

Signing Agent understands that AYDSS does not function in any manner as an employer. The Signing Agent is acting in the capacity of independent contractor and the decision to accept or decline the assignment rest solely upon the Signing Agent. If Signing Agent accepts an assignment and for whatever reason, Signing Agent fails to complete the assignment, AYDSS may charge/bill Signing Agent for loss revenues and payment may be taken out of previous monies owned to Signing Agent. It is also the Signing Agents responsibility to pay all applicable employment taxes, city, county, state and federal taxes that might arise from their self-employment. Furthermore, this agreement does not constitute an agreement by AYDSS to utilize your services for document signings.

Signing Agent understands that speed and accuracy are an important part of the document signing business. Thus, any messages left by AYDSS for potential signings should in no way be construed as an agreement between AYDSS and the Signing Agent to actually do business. All signings will be confirmed orally or by email. If Signing Agent accepts the assignment and cannot complete the signing, Signing Agent shall contact AYDSS immediately. Signing Agent shall advise AYDSS of any inability or failure to complete the assignment as per the instructions received by Signing Agent, immediately upon such inability or failure to complete the assignment as per the instructions.

Signing Agent shall dress professionally – jeans and t-shirts are unacceptable. Signing Agent shall arrive on time or notify borrower(s) if Signing Agent will be late. If Signing Agent does not have documents, Signing Agent must first call borrower(s) to see if they have them and shall NOT travel to borrowers location unless Signing Agent or borrower has documents. Signing Agent agrees to have borrower(s) sign and initial exactly as their names are printed on each document. If any problems arise, Signing Agent shall call the designated person, during the signing, on their signing request form, loan officer or loan processor as noted on the documents or AYDSS. Signing Agent will always explain to the borrowers of their 3 days to cancel their loan (rescission loans only) and never give their opinion or advise regarding the loan. Signing Agent shall update the website, www.atyourdoorss.com, immediately following the signing or by the next business day by 7:00am MST for late signings, fax all notarized pages and RTC to AYDSS and wait for a response from AYDSS. A \$25.00 fee will be deducted if Signing Agent does not fax the required documents. If Signing Agent does not hear or receive an email from AYDSS by 3:00pm regarding the approval of documents to be sent out, Signing Agent shall contact AYDSS for approval. A \$25.00 fee will be deducted from the signing fee for each Signing Agent error. Signing Agent agrees to deliver documents according to the instructions by the next business day. All documents must be sent out by the end of the business day if signing occurs at or before 3:00pm and by the next business day if signing occurs at or after 4:00pm. All Friday signings should be sent out overnight or delivered on Monday unless otherwise noted on order confirmation. All Sat/Sun signings should be sent out overnight or delivered on Monday unless otherwise noted on order confirmation. If documents are not sent out as requested above, a \$25.00 fee will be deducted from the signing fee. Signing Agent shall not hold documents for any reason unless it has been approved by AYDSS. A \$25.00 fee will be deducted from the signing fee if documents were held and there was no approval.

Initials_____

Signing Agent understands they are responsible for following all instructions, signature placement, all signing errors which may include going back out to the borrowers place for: 1) missed/improper signatures/initials on any of the documents; 2) missed/improper notary stamps or notary area not filled in completely and correctly; 3) right to cancel form completed incorrectly (dates, initials, signatures). Signing Agent shall overnight/deliver the acknowledgment(s) or/and corrected documents or whatever is needed in order to complete the loan signing, at the Signing Agents expense. Signing Agent agrees to correct the errors immediately and within a 24-hour period from signing time. Signing Agent will not be paid if documents are returned with incorrect signatures/initials, right to cancel form incomplete/wrong, missing notary stamps or seals or notary area not filled in completely and correctly, and Signing Agent refuses to go back out to borrowers place or complete the necessary work to get all errors corrected within the required time frame above. Signing Agent will not be paid if loan does not fund, cancels or is redrawn due to Signing Agent error(s).

Signing Agent shall surrender all financial data and closing documents supplied to the Signing Agent either on request or on the cancellation or termination of this agreement and shall not retain any copies or memoranda of that information in any form and shall not communicate the confidential information to others. Signing Agent will be responsible for all charges incurred to AYDSS including any bank fees, overnight/delivery fees, etc. and payment may be billed to or taken out of previous monies owned to Signing Agent if all financial data and/or closing documents are not returned according to AYDSS instructions.

Signing Agent shall protect the personal information and privacy of the borrower(s) by adhering to the following procedures.

- a. Proper disposal of documents containing borrower(s) information - shredding.
- b. Contact the borrower(s) only for the expressed purpose of performing the signing. You are not to maintain a list or database of borrowers for the purpose of marketing other business interest, political interest, religious interest or referral to another person or entity for the same purposes.
- c. Borrower information other than name, address and phone number shall not be kept by Signing Agent.

Signing Agent shall not perform the closing should the parties to the transaction be unable to meet the standards of current proper identification, evidence of incompetence and all other standards applying to Notary Public activity. Nor shall the Signing Agent notarize documents he or she has been placed under any kind of pressure or duress influencing his or her decision as to whether to perform the act of notarization.

A Signing Agent must be able to identify each document and can answer "what" questions. A Signing Agent cannot hand the documents to the borrower and ask for a signature without identifying each document.

Signing Agent shall not "back date", use whiteout or in any way illegally alter any document. Signing Agent agrees to indemnify and hold AYDSS and its clients completely harmless of any damages resulting from Signing Agents wrongdoing whether as a result of gross negligence or willful misconduct.

Work may not be assigned to anyone other than Signing Agent without prior approval by AYDSS.

Signing Agent shall not have the authority to use the AYDSS name in any manner whatsoever except as expressly authorized in writing by AYDSS.

Signing Agent acknowledges that by entering into this agreement it will be necessary for AYDSS to share with Signing Agent the names, addresses, names of contacts within companies and other identifying information of the customers with whom AYDSS does business. Signing Agent acknowledges that he/she shall not interfere with, directly or indirectly, disrupt or attempt to disrupt the relationship, contractual or otherwise, between AYDSS and any customer, client, supplier, consultant or the contractor to AYDSS. Nor shall Signing Agent turn any matter or information as it relates to the identity of its customers, marketing or operations of AYDSS over to any other competitive or potentially competitive services. Signing Agent further agrees that Signing Agent will not make use of said information to conduct a competing business. Signing Agent understands that directly soliciting business from sources of business given to them by AYDSS may subject Signing Agent to legal action by AYDSS to protect the trade secrets of AYDSS and/or recover damages. This shall be in effect for a period of 5 years after termination of contract.

Signing Agent agrees to supply all office equipment, automobile expenses including tolls and parking fees and other physical items needed for Signing Agent to perform their duties. Signing Agent shall bear all costs on these items.

Signing Agent has read and will adhere to AYDSS policies and procedures.

Signing Agent agrees to be paid a flat fee per completed signing. The fees and charges for services rendered by Signing Agent under this agreement are as follows:

- a. Standard signing fee shall be set at \$50.00 for the cities provided by Signing Agent.
- b. Any additional cities not covered in the standard signing fee shall be negotiated between AYDSS and Signing Agent, prior to Signing Agents acceptance of signing. If no fee was negotiated, standard fee shall apply.
- c. If Signing Agent and borrower(s) meet and review the loan documents, but borrower refuses to sign the loan documents, Signing Agent will be paid a trip fee of \$25.00.
- d. If Signing Agent drives to borrower(s) location to have the documents signed and borrower(s) is not there (must be confirmed beforehand), Signing Agent will receive a \$25.00 trip fee.
- e. No signing fee will be paid for loans that cancel prior to scheduled signing appointment.
- f. Standard On-Site Signings shall be set at \$50 for the first loan/signing and \$25 for each consecutive loan(s)/signing(s).
- g. Standard email document fee will be set at \$15 and cannot be greater than \$25, borrowers copy included in fee.
- h. All fees shall be stated up front and Signing Agent can not re-negotiate fee.

The above standard signing fee may be amended or changed from time to time without prior written notice to Signing Agent.

Payment will be made: Anything signed in a one calendar month period will be paid the following month on the 20th. Ex. All signings done in January will be paid February 20th. If the 20th falls on a Sat/Sun, payment will occur the following Monday. Signing Agent must keep their own record, update AYDSS website as stated on page 1 of this contract and filled out the necessary paperwork (upon initial assignment) for payment to be processed. This information will act as the Signing Agents invoice and needs to be received before payment can be made. If this information is received after the 10th of the following month of the signing, payment will be made the following month on the 20th. Signing Agent must contact AYDSS immediately, if Signing Agent feels they were not paid for a signing. AYDSS reserves the right to modify or change when payments to Signing Agent are to be made. AYDSS will notify Signing Agent of any changes.

Signing Agent shall defend, indemnify and hold AYDSS and its clients harmless against any and all liability imposed or claimed by any entity(s) or person(s), including, but not limited to attorney's fees, and/or other legal fees, and/or expenses arising directly or indirectly from any act or failure of Signing Agents assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property.

No workers compensation insurance will be provided by AYDSS to Signing Agent or Signing Agents assistants, employees or agents. As an independent contractor, Signing Agent is responsible for worker's compensation insurance to assistants, employees and agents and agrees to indemnify and hold AYDSS harmless for any and all claims arising out of any injury, disability, or death of Signing Agent or Signing Agents employees or agents.

Either party may terminate this agreement at any time with written notice. Termination will be effective as of that date. AYDSS may change this agreement at any time with written notice of the changes to Signing Agent.

It is the desire of the parties that this agreement be enforced to the fullest extent under the laws and shall be construed pursuant to the laws of the State of Colorado. If any particular portion of the agreement is adjudicated to be unenforceable then that portion shall be severed and the remainder of the agreement shall remain enforceable.

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

Should litigation be commenced to enforce the terms of the agreement and/or to recover damages, the prevailing party shall be entitled to reasonable attorneys fees. A fax or email copy of this contract does NOT invalidate its enforceability.

Accepted and agreed:

Date _____

Signature of Signing Agent _____

Print Name of Signing Agent _____

Thank you for signing up with us.

We look forward to working with you!