



# Elite Signing Services

Nationwide Mobile Notaries, Making YOUR Service Better

**6041 Big Bend Drive**

**Roseville, California 95678**

**Phone 916.878.6637**

**Fax 916.669.8066**

## Notary Signing Agent Agreement

By signing below, \_\_\_\_\_ ("Notary") acknowledges and understands that he/she has agreed to provide Elite Signing Services ("Company") with independent notary services to conduct loan document signings. This is an independent contractor agreement and Notary acknowledges that he/she is not an employee of the Company for any purpose. As an independent contractor, he/she is not eligible for, and will not accrue or receive, any employee benefits including, but not limited to, insurance benefits, vacation, holidays and/or pension benefits. The Company maintains no worker's compensation insurance applicable to Notary.

This agreement shall commence as of the date listed below, and shall have a term of one year. The agreement will automatically renew unless otherwise directed by either of the parties to this agreement. This agreement may be terminated by either party, for any reason, with 30 days prior written notice.

Notary agrees to be paid a flat fee per completed document signing. No taxes will be deducted from the check and Notary acknowledges that it is his/her sole responsibility to report and pay any taxes due as an independent contractor. Notary will not have set working hours. Notary will be responsible for confirming and attending appointments with the borrower(s). Notary will confirm appointments at least 24 hours in advance with borrower(s). Notary will not be paid for business or travel expenses, and will supply his/her own transportation and associated insurance.

Notary agrees to notify the Company as to completion status of the signing immediately following the signing appointment. In situations where additional appointments are required due to Notary actions, Notary will not be paid by the Company and such appointments will be at his/her own expense. Notary is responsible for express mailing documents that where a signature was missed by borrower, or any document not filled out properly by notary, including but not limited to clear notary seal, returning complete jurat(s) and acknowledgment(s) or complete Patriot Act forms.

Fee Schedule: (Printing changes on this document make it invalid)

Notary will be paid the minimum fee unless Company is advised in advance of work performed:

Completed Loan Document Signing Appointment – (minimum fee) \$50.00

Completed Set of Signed Concurrent 2<sup>nd</sup> Loan Documents – (min) \$25.00

Borrower Fails to Show for Appointment – (min) \$50.00

\*\*\*Notary must wait at least 30 minutes before Notifying Company Of a No Show.

Second or Rescheduled Signing appointment Due to Notary Error - \$0.00

Printing and Copying Loan Documents by Notary – \$25.00

Completed Foreign Language Loan Document Signing– \$25.00

Notary acknowledges that by entering into this agreement, it will be necessary for Company to share with Notary the names, addresses, contacts within companies, and other identifying information of the customers with whom Company does business. Notary acknowledges that he/she shall not interfere with, directly or indirectly, disrupt or attempt to disrupt the relationship, contractual or otherwise, between Company and any customer, client, supplier, consultant or other contractor to Company. Nor shall Notary turn any matter or information as it relates to the identity of its customers, marketing or operations of Company, over to any other competitive or potentially competitive services. Notary further agrees that Notary will not make use of said information to conduct a competing business. Notary understands that directly soliciting business from sources of business given to the notary by Company or breaching any provision of this Agreement is cause for immediate cessation of eligibility for the receipt of assignments from Company and may subject Notary to legal action by Company to protect the trade secrets of Company and/or recover damages.

All questions relating to the loan documents during the signing are to be immediately referred to the designated lender or loan agent referenced in the documents.

Any questions regarding the escrow or closing are to be directed to and answered by the designated escrow officer or closing agent. Notary must not provide any opinions as to the content of the loan documents, the funding process that may occur following the signing, render any legal advice to the borrower(s) or, render any tax advice to the borrower(s).

Notary will be contacted to provide services by the Company, escrow officer, lender or signing scheduler. Notary agrees to be available to be contacted for services as reasonably requested by the Company. It is understood that Notary may decline any and all assignments, at his/her discretion.

**Notary agrees to keep all personal documentation and information secure. Notary agrees to keep all documents in his/her possession and secure at all times until delivered to a FedEx or UPS office facility. Notary agrees to deliver documents to the overnight service provider office, and not deliver to an unmanaged drop box. Notary shall obtain receipt of delivery after drop off.**

**Notary shall delete all electronically delivered documents after signing has closed from email server and computer hard drive. Notary shall shred all unsigned documents in their possession after signing has been completed or cancelled. Notary agrees to deliver electronically any requested signed documents in an encrypted and secure email format.**

Notary agrees to maintain at his/her sole expense all required licenses, permits, commissions, bonds and insurance applicable to Notaries Public. Notary shall maintain a current criminal background check certificate issued by NNA, issue no longer than one year earlier. Notary shall maintain comprehensive general liability and vehicular liability insurance for claims of bodily injury, including death, with limits at least equal to the minimum amount required by law, covering Notary in the course of performing Notary's duties under this Agreement. Notary agrees to indemnify, defend, and hold the Company harmless from and against all claims, causes of action, losses, damages, fines, liabilities and expenses, including attorney fees arising out of or in connection with his./her performance of services pursuant to this Agreement. Damages shall be defined to include, but not be limited to, all damages that the Company may incur as a result of Notary's loss of loan documents. Further, Notary agrees to conduct all notarial acts in accordance with state, federal and/or local laws and/or regulations that may apply.

Notary agrees to comply with a business dress code. Notary agrees that wearing shorts, jeans, t-shirts, tank tops, sweatshirts, or sneakers is unacceptable. Notary agrees to appear presentable and businesslike at all signing appointments.

NOTE: This agreement must be accompanied with a Notary Public Certificate and a Notary Application (available at [www.elitesignings.com](http://www.elitesignings.com)).

I have read and agree to the terms and conditions of the above Agreement with Elite Signing Services.

\_\_\_\_\_  
Notary Signing Agent – Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Signing Agent – Sign Name