

Firma Signing Solutions

Notary Contractor Agreement

This agreement is made effective on the ____ day of _____, 20__ by and between Firma Signing Solutions, Herein after referred to as Firma and _____, hereinafter referred to as "Contractor". In consideration of the mutual promises, contained herein, the parties agree as follows:

I. Services

Firma shall assign individual loan signings, to Contractor based upon Contractor's response to Firma's request for services. Individual loan signings will be assigned to contractors in the order responses are received, unless otherwise designated by Firma, at its sole discretion.

On each individual signing assigned to Contractor by Firma, Contractor shall be provided with the required loan documents and instructions via electronic delivery, courier, overnight delivery or prepaid United States mail. Contractor is hereby retained as an independent contractor for the purpose of monitoring completion and execution of the loan documents by all parties to the transaction and witnessing and/or notarizing signatures on the loan documents as required. Contractor shall comply with any or all instructions provided by lender and Firma. Following the signing, Contractor shall forward all documents required by the lender and/or Firma in the manner specified for approval and return the completed loan package to the Title, Escrow or Lender, as specified in the instructions, within the specified time frame set forth in the instructions.

II. Relationship of the Parties

By virtue of this Agreement, it is agreed that Firma and Contractor shall not be considered partners or joint ventures, and that Contractor, has no authority to and cannot act as an agent or employee of Firma. Contractor shall act in all matters hereunder as an independent contractor.

It is understood that contractor will not solicit and/or accept any assignments from any client introduced or provided to contractor by Firma. Firma will be compensated for any signings contractor accepts from said clients of Firma.

III. Territory/Fees and Charges

Payment: Firma shall pay Contractor for services performed pursuant to this Agreement. Status shall be submitted to Firma via our website upon completion of each signing, and payment shall be mailed to the Contractor on the 15th of the following month.

Contractor shall be responsible for any out-of-pocket expenses incurred in performing any services under this Agreement. 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 other payments and benefits, if applicable, on all compensation received by Contractor under this Agreement.

Payment of all courier and overnight delivery charges shall be the responsibility of Escrow, Title or the Lender. However, any courier or overnight delivery charges resulting from Contractor's negligence in performing services under this Agreement shall be paid by Contractor.

IV. Insurance, Licensing and Background

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

Contractor shall maintain any and all licenses required by their state and county to conduct notary and loan signing services as required by law. Contractor further agrees to maintain an annual background check even if not required by your state or county. Contractor shall fax or email to Firma a copy of all licenses, insurance and background check currently held and upon renewal. Background checks are required to be renewed on an annual basis.

V. Representations, Warranties, and Indemnities

Contractor warrants that Contractor is and, at all times during the term of this Agreement, shall remain duly licensed or commissioned, as a notary public in the jurisdiction (s) where Contractor will be performing Contractor's duties under this Agreement.

Contractor recognizes that timely performance of services is essential to the continued operations of Firma's business. Contractor warrants that it will not respond or take an order to perform services hereunder unless Contractor can perform the required services in the time frame specified by Firma. Contractor is required to remain in contact with Firma regarding the status of each active job order assigned to Contractor. Any accrued cost caused by Contractor as a result of failing to follow specified instructions or improper performance of work requested may result in those fees being charged to Contractor.

Contractor agrees to defend, indemnify and hold harmless Firma and its employees and agents from any and all claims and damages of every kind, of injury or death of any person or persons and for damages to or loss of property, arising out of or attributed, indirectly or directly, to services performed under this Agreement. This hold harmless shall include all costs of courts, expenses of suit and attorney's fees, in addition to any recovery whether by settlement or trial on the merits.

VI. Non-representation

Contractor shall not interpret or give advise or counsel to any party before, during or after any signing concerning the loan transaction, the execution by any party of any document, or any document contained in the loan package.

VII. General and Miscellaneous

TERM AND TERMINATION OF AGREEMENT: Contractor agrees to provide services under this agreement until this agreement is terminated pursuant to the terms herein provided.

This agreement can be terminated by Firma or Contractor at any time with 30 days prior written notice to the other party. In the event this Agreement is terminated by Contractor, all work-in process will be completed in accordance with the terms of this agreement.

All termination notices shall be in written form and delivered to the other party. Upon termination of this Agreement, Contractor shall return to Firma any and all promotional and/or training material provided to Contractor by Firma.

Confidentiality: Contractor shall at all times maintain as confidential any information provided by Firma to Contractor in the course of its performing services under this Agreement and Contractor shall not divulge any such information to any party without Firma's prior consent, except pursuant to a validly issued court subpoena or order. Confidential information provided by Firma shall be used by Contractor, if at all, solely in the performance of its services under this Agreement and upon written request of Firma at or after termination of this Agreement, shall be returned by Contractor to Firma.

Severability: If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the extent permitted by law.

Entire Agreement and Amendment: This Agreement supersedes any and all prior agreements, representations and understandings of the parties, written or oral, except as specifically provided herein. No addendum, supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties.

Binding Agreement: Each party represents and warrants to the other party that this Agreement constitutes a valid and binding obligation of such party, enforceable against it in accordance with its terms, and has been duly authorized and executed by such party. Each party shall take all steps and otherwise cooperate with the other party to perform, and effectuate the intent of, this Agreement.

Assignment: This agreement is not assignable without the prior written consent of the non-assigning party.

Force Majeure: If either Firma or Contractor fails to perform its obligations under this Agreement in whole or in part as a consequence of acts of God, fire, earthquake, flood, explosion, public utility failure, accident, strikes, embargoes, war, nuclear disaster, or riot, such failure to perform shall not be considered a breach of this Agreement during the period of such disability. In any such event, the disabled party shall use its best efforts to meet its obligations under this Agreement. The disabled party shall promptly and in writing advise the other party if it is unable to perform due to a force majeure event, the expected duration of such inability to perform, and of any developments that appear likely to affect the ability of that party to perform its obligations hereunder in whole or in part.

Governing Laws and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for purposes of any action arising out of this Agreement shall be Riverside, California.

EXECUTED by Firma and Contractor to be effective as of the day and year first above written.

Contractor

Firma Signing Solutions

signature

signature

Print Name: _____

Print Name: _____

IMPORTANT

Please fax or email contract a copy of your valid driver's license, copy of your Bond/Errors & Omissions Policy, (if applicable), and signed W-9.

FIRMA SIGNING SOLUTIONS
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