

# ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC

## Independent Contractor / Notary Agreement

ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC and the undersigned, \_\_\_\_\_ (hereafter called Notary) hereby enter into this independent contractor agreement whereby ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC 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 ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC.

I understand that this is not an application for employment and that ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC 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 ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC.

### **TERMS AND PERFORMANCE AGREEMENT**

ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC will utilize Notary's services, at the sole discretion of ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC, 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 state law or as per the instruction of ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC, 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 ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC. 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 ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC 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 ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC 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 ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC 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.

ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC 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 ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC and not to customers of ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC.

Notary represents and warrants that their Notary license/commission is current. Notary takes full responsibility for keeping their Notary license/commission current at all times in order to be eligible to receive assignments from ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC. Notaries carrying errors and omissions liability insurance coverage shall keep current records of same on file with ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC at all times. Notary shall also carry not less than their state 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/commission.

Furthermore, Notary agrees to take responsibility and keep ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC 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 ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC to share with Notary the names, addresses, name of contacts within companies, and other identifying information of the customers with whom ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC does business. Notary acknowledges that said information constitutes the trade secrets of ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC. Notary acknowledges that he or she shall not interfere with, directly or indirectly, disrupt or attempt to disrupt the relationship, contractual or otherwise, between ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC and any customer, client, supplier, consultant or other contractor to ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC nor shall Notary turn any matter or information as it relates to the identity of its customers, marketing or operations of ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC 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 ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC or breaching any provision of this Agreement is cause for immediate termination for the receipt of assignments from ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC and may subject Notary to legal action by ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC to protect the trade secrets of ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC and/or recover damages.

The Notary shall not give or suggest advice, or offer 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 ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC.

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 California. If any particular portion of this agreement is not adhered to then the contract and the Notary will be terminated from ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC.

This agreement shall be binding upon and ensure 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 on the SigningOrder platform upon completion of agreed procedure. The Completion Report must include the tracking number for the package. ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC shall remit Notary's fee within 30-45 business days of Completion Report.

By signing below the Notary/Independent Contractor acknowledges that they have read and understand the above and agree to the terms set forth by ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC.

Return signed form to ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC via email or mail.

Scan and email to [JA@acrosstownnotary.com](mailto:JA@acrosstownnotary.com) or mail to:

ACROSS TOWN NOTARY & DOCUMENT SOLUTIONS, LLC  
2037 W. Bullard Avenue #353  
Fresno, CA 93711

**Notary / Independent Contractor:**

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name \_\_\_\_\_ Cell # \_\_\_\_\_

Rev. 04-2023