

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement"), made this ____ day of _____, 20____, ("Effective Date"), is by and between A-1 Signing Services, Inc. a Minnesota corporation, with a principal place of business at 225 1st Ave NW, Suite 4, Osseo, Minnesota 55369 ("Company"), and the independent contractor set forth below ("Contractor"):

Name	Home Phone Number
Address	Cell Phone Number
City, State, Zip	Fax
Social Security Number	Email

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1) **Retention.** Company agrees to retain Contractor, and Contractor agrees to be retained by Company to perform the Services (defined below) from time to time and on a non-exclusive basis, under the terms and conditions set forth in this Agreement.

- 2) **Definitions:**
 - a) **"Borrower"** shall mean individual or individuals who sign Documents.
 - b) **"Client"** shall mean any title company, mortgage company, national closing company, or other company with which Company has a direct business relationship to provide Closing Services.
 - c) **Services," "Closing Services," or "Closing"** shall include (i) delivering Documents to a location designated by the Client (e.g., Borrower's home or office, Client's office, a local restaurant or coffee house), (ii) obtaining Borrower's signature on the appropriate Documents, (iii) signing and affixing a notary stamp to the appropriate documents as required by law, (iv) completing any ancillary forms required by the Client or Company, (v) returning the signed Documents to the location designated by the Client or Company, and (vii) such other activities as Company may request.
 - d) **"Documents"** shall mean loan, escrow, or other legal documents requiring Borrower's signature.

- 3) **Scope of Services.** Contractor shall provide Services in accordance with the terms contained herein. Contractor agrees to be available to provide Services from time to time to Clients and Borrowers as designated by Company.

- 4) **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either party in accordance with this Agreement.

- 5) **Termination.** Either party may terminate this Agreement at any time for any or no reason upon five (5) days written notice to the other party. Upon termination, Contractor shall be entitled to any accrued but unpaid compensation as provided in Section 3.
- 6) **Conduct by Contractor.** Company is interested only in the results to be obtained under this Agreement. The manner and means of conducting the Closings shall be up to the Contractor. Notwithstanding the foregoing, Contractor will be expected to comply with any deadlines specified by Company or Client, any specific instructions accompanying Documents, and any other expectations as set forth herein. In performing Services, Contractor is representing both Company and the Client. As such, Contractor shall conduct herself in an efficient and professional manner.
- 7) **Company's Expectations of Contractor.**

a) During the term of this Agreement, Company expects Contractor to:

- i) Notify Company of Contractor's availability for the coming week by 6:00 p.m. Sunday;
- ii) Pick up Closing Documents from the Company or Client, as designated by Company;
- iii) Ensure prompt arrivals at all closings;
- iv) Get all of the documents signed by all interested parties by the end of the day of the scheduled closing, regardless of problems that arise;
- v) Return the executed Documents to the party designated in the Closing instructions by 8:00 AM the next morning;
- vi) Submit invoices for payment on a regular basis, as directed by the Company. Any invoices for Services rendered more than 60 days after Services were rendered will not be paid;
- vii) Notify Company immediately of Contractor's inability or failure to attend or complete a Closing;
- viii) Comply with all applicable federal, state and municipal laws, rules regulations, and codes pertaining to the Services;
- ix) Obtain and maintain notary licenses and other applicable permits, licenses, or governmental approvals necessary to perform the Services for the duration of this Agreement;
- x) Obtain and maintain adequate errors or omissions liability insurance throughout the Term of this Agreement. Upon request, Contractor shall provide Company with a Certificate of Insurance;
- xi) Keep documentation of the Closings conducted. Such documentation shall include, but not be limited to the following information: a signed copy of the HUD settlement statement, a copy of the identification worksheet, a copy of the mobile closer work sheet, Borrower's name and full address, and the Closing date;
- xii) Pay for all her own travel expenses, including insurance, without receiving any reimbursement from Company; and
- xiii) Pay all applicable employment taxes for her provision of Services hereunder

including, without limitation, any city, county, state and federal taxes, that may arise from Contractor's self-employment.

- b) During the term of this Agreement, Contractor is expressly prohibited from:
- i) Interfering with, disrupting, or attempting to disrupt Company's relationship with Clients or other Contractors;
 - ii) Soliciting business from Clients or Borrowers. Violation of this provision shall be grounds for immediate termination of this Agreement; and
 - iii) Rendering any opinions or comments that might influence Borrower in any way. This restriction applies to legal or loan Documents, the funding process, escrow, Clients or other funders or other Borrowers. All substantive questions raised during the Closing must be referred immediately to the Company or Client.

8) **Responsibilities of Company:**

- a) Company shall be responsible for working with the Clients and the Borrowers to schedule the Closings. Company shall assign the Closings in its sole discretion. Nothing contained herein shall be construed to guarantee a minimum number of Closings to be assigned to Contractor.
- b) Company shall compensate Contractor for performing the Closing Services at a rate of \$_____ per Closing. Client rates do vary, so Company shall notify you of any deviation from the pay rate on a given Closing. If the pay rate is unacceptable, Contractor shall have the right to refuse the Closing, provided refusal is given in a timely fashion.
- c) Contractor's compensation may be reduced by \$_____ for failure to return the Documents as set forth herein or in the Closing instructions.

9) **Independent Contractor Status and Authority.** The parties agree that the relationship created by this Agreement shall be that of an independent contractor. Contractor shall not be considered an agent or employee of Company for any purpose. Contractor shall have no authority to enter into contracts on behalf of the Company, to hire or fire employees of the Company, or to otherwise obligate the Company to any third party.

10) **Liability and Indemnification.** Closings and any other Services shall be performed entirely at Contractor's own risk. Contractor agrees to indemnify and hold Company harmless against any and all losses, liabilities and claims whatsoever arising from (a) Contractor's negligence or willful misconduct in the performance of the Services, whether in contract, tort or otherwise; or (b) any taxes, withholdings, or other payments which Company made but later was determined not to be liable for (including, but not limited to, costs incurred by Company for unemployment and worker's compensation claims for Contractor or Contractor's employees).

11) **Confidentiality.** Contractor recognizes and acknowledges that, in the performance of the Services hereunder, Contractor may be exposed to confidential and/or proprietary information of Company, Clients, and/or Borrowers. For the purposes of this Agreement "Confidential Information" shall include, but not be limited to, demographic information, interest rates, annual percentage rates, loan amounts, social security numbers, employment and salary information, policies, procedures, training materials, origination practices, vendor lists, client lists, and computer programs. Contractor shall receive the Confidential Information in strict confidence and shall use the Confidential Information solely for the purpose of performing the Services hereunder. Contractor agrees that she has no proprietary interest in the Confidential Information and shall not disclose any Confidential Information to any third person, firm, company, association or other entity for any reason or purpose whatsoever without the prior written consent

of the Disclosing Party. This provision shall survive termination of this Agreement and continue to survive for as long as Company, in its sole judgment, considers the information to be confidential information. The obligations under this paragraph will not apply to any confidential information that is now or becomes generally available to the public through no fault of Contractor or to Contractor's disclosures required by law, judicial or administrative process.

Contractor agrees that any and all Company's property in Contractor's possession continues to belong to Company. Such property includes, but is not limited to, all documents, reports, manuals, memoranda, computers, computer software, computer printouts, vendor lists, customer lists, and all other property relating in any way to the business of Company. Contractor shall return to Company all such documents and property immediately upon termination of this Agreement or at such earlier time as Company may reasonably request.

- 12) **Non-Competition.** Contractor agrees that during the term of this Agreement and for a period of one year following termination of this Agreement for any reason, Contractor will not directly or indirectly, alone or as a partner, officer, director, shareholder, agent or employee of any other entity, engage in any commercial activity which includes Closing Services or other activities that compete with Company's business activities within the same state(s) in which Contractor provided services for Company. Contractor also covenants that during that same period, Contractor shall not solicit, or assist anyone in the solicitation of any of Company's then current employees to terminate their employment with Company and to become employed by any business enterprise with which Contractor may then be associated, affiliated or connected.
- 13) **Injunctive Relief.** The parties declare and recognize that it may be impossible to accurately measure in money the damages which will accrue to Company by reason of a failure to perform any of the obligations under this Agreement and therefore it may be necessary to seek injunctive relief. Therefore, if Company shall institute any action or proceeding to enforce the provisions hereof, Contractor hereby waives the claim or defense that Company has an adequate remedy at law, and such party shall not assert any claim or defense that Company has an adequate remedy at law. The parties also recognize and hereby agree that any injunctive relief shall not preclude Company from obtaining such other relief, including a monetary award as may be deemed appropriate.
- 14) **Notice.** All notices shall be in writing and shall be effective upon delivery. Notice may be delivered personally, by overnight mail, by facsimile if immediately followed up by another method set forth herein, or by certified or registered mail, return receipt requested, to the address set forth at the beginning of this Agreement.
- 15) **Choice of Laws.** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota. The forum for any litigation that may arise with regard to this Agreement shall be the appropriate court located in Hennepin County, Minnesota.
- 16) **Waiver.** Any waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent breach.
- 17) **Attorneys Fees.** Should either party institute legal action, at law or in equity, to enforce any of the provisions hereunder, the prevailing party shall be entitled to receive from the other party, all costs and reasonable attorneys' fees.
- 18) **Successors and Assigns.** Contractor may not assign any right or obligation hereunder, in whole or in part, without the prior written consent of Company. Company may assign this Agreement, in whole or in part, at any time without Contractor's consent. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

- 19) **Construction.** Section headings, captions, or abbreviations are used for convenience only and shall not be used in interpreting this Agreement. Wherever the context so requires, the masculine shall refer to the feminine, the singular shall refer to the plural, and vice versa.
- 20) **Entire Agreement and Amendment.** This Agreement constitutes the entire Agreement between the parties. There are no other agreements, understandings, warranties or representations between the parties except as set forth in this Agreement. This Agreement may not be amended except in writing executed by both parties. If there are any conflicts in the terms of this Agreement and its exhibits, the terms of this Agreement prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

**A-1 SIGNING SERVICES, INC.,
a Minnesota company,**

By: _____
Thomas Mayfield, Its President

Date: _____

CONTRACTOR:

Print Name

Title: _____

Date: _____