

## **Independent Contractor Agreement – Notary Public**

This Independent Contractor Agreement (“Agreement”) is made and entered into by the undersigned parties: **We Go Notary LLC**. (known as the “Company”) and \_\_\_\_\_ (known as the “Contractor”), whose mailing address is: \_\_\_\_\_

PLEASE READ CAREFULLY AS THIS AGREEMENT CONSTITUTES A LEGAL AGREEMENT BETWEEN CONTRACTOR AND WE GO NOTARY LLC. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, FULLY UNDERSTAND IT, AND HAVE CONSIDERED THE CONSEQUENCES OF THIS IMPORTANT DECISION.

### **Definitions**

**Service Area:** The State, County, and/or City in which the Contractor is commissioned and registered to perform notarial acts.

**Appointment:** A date, time, and location for a mobile notarization scheduled with a client.

**Client:** A person or entity that has scheduled mobile notarization services with Company

**Assignment:** An appointment with a client given to Contractor from Company.

In consideration of the promises, rights and obligations set forth below, the parties hereby agree as follows:

### **1. Term**

The term of this Agreement shall begin on the date executed hereinbelow and shall continue until terminated as set forth in this Agreement.

### **2. Services**

Contractor will provide mobile notarization services to clients in Contractor’s service area. Appointments can be scheduled in both public and nonpublic locations including but not limited to coffee shops, homes, apartments, and offices.

Contractor will ensure their Square Appointment’s calendar is updated regularly so Company can assign Contractor to clients within the Contractor’s service area.

Contractor will accept or decline appointments sent to Contractor by Company. If Contractor cannot make the appointment, Contractor must decline the appointment. If Contractor does not accept the appointment the appointment will be reassigned to another contractor. Once an appointment is accepted by Contractor, Contractor must complete the appointment.

Contractor will be responsible for inputting itemized charges into Square Appointment point of sale for the appointment they are at. Contractor will use the Square Appointment app for closing out all their sales and charging client’s credit cards for the services that were rendered. Contractor will only accept credit card payments from clients for services rendered. Contractor shall only charge clients for services rendered and fees applicable to the appointment.

All fees in the Square Appointments app include GET so Contractor should not add GET to the total.

Contractor will be responsible for updating Contractor’s personal information with Company should any information change. Supporting documentation may be needed as required by law.

### **3 Service Guarantee**

If a notarization fails do to an error made by Contractor, Company will schedule a follow up visit with the client and Contractor will redo the notarization for no additional cost to the client or Company. If a follow up visit cannot be scheduled with original Contractor or a refund is issued, the original service amount or refund amount will be deducted from the amount currently owed to Contractor by Company and will be reflected on Contractor's pay statement.

Proof of errors must be provided by client or client representative to Company before a follow up visit is scheduled or refund is issued. Follow up visits and refund requests must be submitted within 60 days from the time the notarization was made.

### **4. Requirements**

Contractor must at all times during the term of this agreement posses a valid Notary Commission within the State of Hawaii, a valid Notary Bond, and Errors and Omissions insurance with a minimum of \$25,000 coverage or a minimum coverage of \$100,000 for signing agents. Contractor must provide a copy of each of these items to Company for verification purposes and tracking purposes. If any of these items laps or become invalid, Contractor's account will be put on hold until valid copies are provided to Company and Company can verify their validity. While Contractor account is on hold Contractor will not be given any assignments by Company. If Contractor account remains on hold for sixty (60) days Contractor account will be disabled and this Agreement will terminate immediately.

As required by law in the State of Hawaii, Contractor must obtain a State of Hawaii General Excise Tax (GET) license as a 1099 tax form will be issued by Company to Contractor for tax purposes.

Contractor must follow all the rules set forth in the Hawaii Revised Statute chapter 456 for Notaries Public.

Company maintains a minimum of \$1,000,000 Errors and Omissions insurance coverage that will be used in as secondary coverage to Contractor's Errors and Omissions insurance for appointments that Contractor has completed on behalf of Company.

### **5. Equipment**

Within thirty (30) day of execution of this Agreement, Contractor shall, if required to collect payments, obtain a square card reader to collect payments from clients. After thirty (30) days a two percent (2%) service fee will be collected by Company to from Contractor for all manually entered credit card transactions. If Contractor chooses, Contractor may purchase a square chip reader. Square card readers and Square chip readers may be purchased from Square.com or at any retailer that sells them.

Contractors must provide their own mobile device with an Android or iOS operating system that is compatible with the Square Appointments app and maintain functional connection ports to connect the square card reader.

## **6. Dress Code**

Contract shall be in a business casual dress code when at appointments. Examples are outlined below.

### ***Women***

Women should wear a combination of a skirt or dress slacks, blouse, sweater, twinset, jacket (optional), and hosiery (optional) with closed toe shoes, sandals, or peep-toe shoes.

- Khaki, corduroy, twill, or cotton pants or dresses, or skirts (make sure skirts are not too short)
- Sweaters, twinsets, cardigans, polo/knit shirts
- A sheath dress is often flattering, and looks very professional
- Solid colors work better than bright patterns

### ***Men***

Men should wear dress slacks or chinos, a shirt with or without a tie or a polo shirt, dark socks, and dress shoes.

- Khaki, gabardine, wool, or cotton pants, neatly pressed
- Cotton long-sleeved button-down shirts, pressed
- Sweaters
- Leather shoes and belt
- Tie optional

### ***Not Acceptable to wear***

Contractors should not wear the following items to appointments

- Jeans or shorts
- Clothing that is worn, tattered, or has holes
- Flip-flops or slippers
- Tennis shoes, running shoes, or other non-dress shoe.

## **7. Compensation**

Contractor will be paid 75% of fees collected for each of their assigned appointments and Company will receive the remaining 25% of fees collected. If client issues a tip, 100% of the tip will be paid to the Contractor.

If client cancels the appointment within one (1) hour of the scheduled appointment time the full reservation fee amount will be charged to the client and Contractor will receive 75% of the fee collected and Company will receive the remaining 25%.

Company will process payments to Contractor on a biweekly basis and payments will direct deposit into Contractor's specified bank account. If Contractor requires a check to be sent there will be a \$3 check processing fee deducted from each check sent to Contractor and notated on the pay statement.

## **8. Code of Conduct**

Contractor shall be honest, courteous, and professional during all contact with clients. At no time shall Contractor arrive to an appointment with pets or additional person(s) with Contractor. Contractor shall be the only individual to meet with clients and their representatives at appointments. Failure to abide by this Code of Conduct will result in the immediate termination of this Agreement and will not be granted any future agreements with Company.

## **9. Liability**

Company is in no way liable for any injury, loss, theft, or damage to Contractor and/or Contractor's property or property in Contractor's possession at any time. This includes but is not limited to the Contractor, vehicles, mobile phones, notary stamps, notary embossers, notary journals, bags, or any other items that Contractor uses or brings with them. Contractor agrees to indemnify and hold harmless Company for any loss, theft, damage, or injury to Contractor and Contractor's property.

## **10. Contractor Safety**

The safety of our Contractors is important to us. If Contractor feels unsafe with a client, Contractor must notify Company as soon as safely possible and give an account of the situation to Company so that Company can research the situation and take necessary action including but not limited to declining all future services and/or taking legal actions.

Contractor agrees that it is not practical for Company to do a background check on clients. As such, Contractor needs to use their best judgement when meeting clients, especially at nonpublic locations such as homes and apartments. If at any time Contractor feels unsafe, Contractor should take necessary precautions and steps to ensure their safety including but not limited to leaving the site with or without their belongings and/or calling 911.

## **11. Relationship**

The Contractor will provide the Contractor's services as an independent contractor and not as an employee.

Accordingly:

- Contractor agrees that Company shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Pension Plan contributions on any amounts paid by the Company to the Contractor or amounts paid by the Contractor to its employees or contractors. Contractor also agrees to indemnify the Company from any and all claims in respect to the Company's failure to withhold and/or remit any taxes, employment insurance premiums or Pension Plan contributions.
- Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the Company may extend to its employees.
- Contractor is free to provide services to other clients, so long as such other clients are not in competition with the Company and so long as there is no interference with the Contractor's contractual obligations to the Company.
- Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Company.

## **12. Confidentiality of Client Information**

Contractor agrees to keep all aspects of client notarizations confidential and will only share specific notarial journal entries as requested and shall only share the information recorded in the journal for that specific notarization. Contractor shall not provide information not recorded in the notarial journal about a client notarization unless it is required by law. With exception to

Company and as required by law, all information pertaining to the client or the client visit will be kept confidential by Contractor.

**13. Confidentiality and Intellectual Property**

The Contractor hereby represents and warrants to the Company that it is not party to any written or oral agreement with any third party that would restrict its ability to enter into this Agreement or to perform Contractor's obligations hereunder and that Contractor will not, by providing services to Company, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.

Contractor hereby agrees that, during the term of this Agreement and for one (1) year following the termination hereof, the Contractor will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of any Company employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of the Company in a manner that conflicts with or interferes in the business of the Company as conducted with such customer or supplier of.

**14. Non-Compete**

Contractor hereby agrees that, during the term of this Agreement and for a period of three (3) years following the termination hereof, Contractor will not directly or indirectly create, or assist in the creation of another company, product, program, or line of business that would be in direct or indirect competition to Company.

**15. Termination**

The independent contractor relationship contemplated by this Agreement is to remain in effect until terminated in writing by either Contractor or Company. The Contractor agrees that no advance notice or fees in lieu of notice are required in the event the relationship terminates.

The Company may terminate this Agreement at any time, at its sole discretion, upon providing to the Contractor written notice or payment of fees in lieu thereof.

The Contractor may terminate this Agreement at any time at its sole discretion upon providing to the Company written notice of Contractor's intention to do so. Upon receipt of such notice the Company may waive notice in which event this Agreement shall terminate immediately.

**16. Breach of Agreement**

The Contractor agrees that the Company may terminate this Agreement immediately and at any time with or without notice or any further payment if the Contractor is in breach of any portion of this Agreement and that a breach of this agreement may result in legal actions against Contractor.

**17. Obligations Surviving Termination of this Agreement**

All obligations to preserve client and Company confidential information, and other warranties and representations set forth herein shall survive the termination of this Agreement.

**18. Entire Agreement**

This Agreement represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of both parties.

**19. Assignment**

This Agreement shall inure to the benefit of and shall be binding upon each party’s successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.

**20. Governing Law and Principles of Construction.**

This Agreement shall be governed and construed in accordance with the laws of the State of Hawaii. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

We Go Notary

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Grayson Harrop II

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_