



NOTARY SERVICE TERMS & CONDITIONS

This agreement is made between Equinox Signing Agency, LLC, Inc. and or any of its affiliates whether they are directly associated as business partners or as third-party vendors that use the website or software for locating and scheduling assignments, located at Equinox Signing Agency, LLC herein after referred to as 1st Party and the undersigned contractor, (hereinafter referred to as "Contractor"). In consideration of the mutual promises, contained herein, the parties agree as follows:

I. Services

On each individual signing assigned to Contractor by 1st Party, 1st Party shall provide Contractor with the required loan documents and instructions via electronic delivery, courier, or overnight delivery. 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 1st Party. Following the signing, Contractor shall forward all documents required by the lender and/or 1st Party in the manner specified by 1st Party for approval and return the completed loan package to the lender and or 1st Party, 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 1st Party 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 1st Party in Contractor's performance of services under this Agreement. Contractor shall act in all matters hereunder as an independent contractor.

It is expressly understood that Contractor will not solicit and/or accept any assignments from any client introduced or provided to contractor by 1st Party without the involvement or knowledge of 1st Party. 1st Party will be compensated for any signings contractor accepts from the unauthorized solicitation of said clients of 1st Party. Due to the marketing expense 1st Party incurs for said business, any and all Contractors soliciting business from our clients will no longer be able to perform signings for 1st Party.

III. Courier/Overnight Delivery Charges

Payment of all courier and overnight charges shall be the responsibility of 1st Party and/or the lender. However, any courier or overnight delivery charges resulting from the Contractor's negligence in performing services under this Agreement shall be paid by Contractor.

IV. Representation, 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 applicable, as a notary public in the jurisdiction(s) where Contractor will be performing Contractor's duties under this Agreement.

Contractor recognizes that its timely performance of services is essential to the continued, efficient operations of 1st Party'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 1st Party. Contractor is required to remain in contact with 1st Party regarding the status of each active job order assigned to Contractor.

Contractor agrees to defend, indemnify, and hold harmless 1st Party and its employees and agents from any and all claims and damages of every kind, of injury to 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 holds 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.

V. Non-representation

Contractor shall not interpret, advise or counsel any party before, during or after any signing concerning (i) the loan transaction (ii) the execution by any party of any document, or (iii) any document contained in the loan package.

Contractor agrees to provide services under this agreement until this agreement is terminated pursuant to the terms herein provided.

Confidentiality: Contractor shall at all times maintain as confidential any information provided by 1st Party to Contractor in the course of its performing services under this Agreement and Contractor shall not divulge and such information to any party without 1st Party prior consent, except pursuant to a validly issued court subpoena or order. Confidential information provided by 1st Party shall be used by Contractor, if at all, solely in the performance of its services under this Agreement and, upon written request of 1st Party at or after termination of this Agreement, shall be returned by Contractor to 1st Party.

Notices: Any notice, demand, or communication that either party desires or is required to give to the other party in connection with this Agreement shall be in writing and shall be either served personally or sent by prepaid United States Mail (except for termination of notices, which shall be by personal services or by registered or certified mail, postage prepaid) addressed to the other party at Staffing@ESANotary.com.

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.

If either 1st Party or Contractor fails to perform its obligations under this Agreement in whole or in part due to 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 major 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 an of its obligations hereunder in whole or in party.

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

With acceptance the contractor agrees to the terms set forth by this agreement. At any time, Equinox Signing Agency, LLC has the right to amend this agreement any and all amendments will be posted online via this website. It will be the sole responsibility of the contractor to review the website for any updates and changes to this agreement as they may occur.

IMPORTANT:

Please fax the following items to 505-214-5426

1. W-9.
2. Driver License