

Signature Closers, LLC Subcontractor Agreement

I hereby represent that I am entering into a subcontractor agreement with Signature Closers, LLC. By entering into this agreement I warrant that I am not and have never been an employee of Signature Closers, LLC. I also warrant that I am entering into this agreement on behalf of any subcontractors (i.e. partner notaries) listed or not listed in my profile to which I assign a signing transaction originally assigned to me.

I understand that as an independent contractor, I am responsible for my own taxes including state, federal, and local taxes as well as any other taxes that I may be responsible to pay. I understand no taxes are being withheld from the checks I receive from Signature Closers, LLC.

I understand that Signature Closers, LLC will not be providing worker's compensation coverage, unemployment coverage (FUTA or SUTA), medical insurance, a 401-k / pension plan or any other employee benefit program. I will also need to supply my own tools and resources to perform each closing.

I also understand that under the terms of this subcontractor agreement, I am personally responsible for obtaining and maintaining my own notary commission and other required licenses in my state. I am personally responsible for purchasing and maintaining errors and omissions insurance. I am personally liable for my own actions including but not limited to negligence (whether slight, ordinary, or gross negligence), fraud, misconduct, embezzlement, and any other potential transgressions committed while performing a notary closing, courier service, or any other affiliated service as a subcontractor for Signature Closers, LLC.

I recognize that I am entering into a single case agreement when contracted for each individual signing transaction, and I understand that I am accepting the fees as proposed on the notary confirmation email as sent to me for each signing transaction. Any change in the agreed upon fee from the confirmation email, must be in writing from Signature Closers, LLC (email suffices). In the event that the contracted title company does not make payment due to performance issues Signature Closers, LLC reserves the right to withhold the signing transaction fee and you will be notified of such instances.

Signature Closers, LLC is not responsible for the maintenance or upkeep of my licenses or errors and omissions policies although I understand I may be asked to present this information to Signature Closers, LLC. If I perform a signing transaction without the proper licenses or insurance, I understand that I am personally and criminally liable for my own actions. I also understand that *Respondeat Superior*, vicarious liability, and any other form of employer liability do not apply to Signature Closers, LLC as I am an independent contractor. I understand that any subcontractors (i.e. partner notaries) to which I assign a transaction will maintain the same licenses and policies and present their information to Signature Closers, LLC when requested and they agree to the terms and conditions of this agreement in addition to the Guidelines and Expectations set forth by Signature Closers, LLC. I am responsible and liable for the actions of my subcontractors.

By accepting any available signing from Signature Closers, you acknowledge the following:

Signed: _____

Date: _____

No insurance coverages previously provided or documented have been canceled or lapsed and the amounts and types of coverage have not changed. It is highly recommended that you maintain Professional Liability Insurance and General Liability insurance in addition to Notary Errors & Omissions Insurance for your protection. You agree to indemnify and hold harmless Signature Closers for any claims arising out of the performance of your duties as a notary signing agent as well as other general liability claims or automobile related claims that may arise during the scope of your work as an independent contractor for Signature Closers.

All licenses, commissions, certifications, and/or appointments are in good standing (not suspended, revoked, or cancelled) and there is no complaint or legal action that has been filed or is pending against you.

All computer systems, services, and devices that have access to Confidential Information (NPPI) or are used to download and print such information are password protected or require authentication before gaining access.

All computer systems, services, and devices have a current and active anti-virus solution running.

Passwords meet the minimum password standards set forth by Signature Closers and are changed regularly (not to exceed 90 days).

If hardcopies of Confidential Information (NPPI) are stored or maintained, storage and maintenance is secure, and retention is to the minimum length required by law or necessary for the business use of such information. Additionally, Confidential Information (NPPI) is to be destroyed in a way that all information is permanently inaccessible. This should be done immediately in the event of a cancelled signing.

A clean desk policy should be maintained and all NPPI should not be accessible when it is not in use.

Confidential Information (NPPI) is not to be used for any other purpose outside of the real estate signing transaction and any disclosure to a third party must be approved by Signature Closers and the title company and lender client in writing and on a need to know basis.

All email solutions must use an encryption tool or service when sending or receiving emails containing NPPI. You are aware that most services provided by Gmail, Yahoo, or similar email providers are not considered encrypted tools or services. Documents containing NPPI can be securely uploaded to your portal on the Signature Closers site in lieu of an encrypted email solution.

Documents containing NPPI or other Confidential Information should be deleted from the download folder on your computer system or device regularly and should never be stored for longer than five business days after the completion of the signing event to meet the requirements of ALTA's Best Practices.

Further, I warrant naught.

Signed: _____

Date: _____