

## DOCUMENT SERVICES AGREEMENT

**1. Parties.** This Agreement is made between hiring party, **Employer**, and hired party, **ABC Legal Docs, LLC, Contractor**. Contractor is hired as an independent contractor, to perform services described in this Agreement. Employer agrees that any person, including a scheduler, seeking to hire Contractor, on behalf of Employer, shall be authorized to hire Contractor, and Employer shall be bound by such action. Contractor has no duty to confirm such person is duly authorized by Employer.

**2. Applicability.** This Agreement shall apply to any request for notary or document services made by Employer to Contractor. In the absence of any other written agreement, this Agreement shall serve as the entire Agreement.

**3. Agreement by Employer.** This Agreement shall be available for review on Contractor's website or on request. Employer shall review Agreement before hiring Contractor. Employer certifies that Employer has read and agrees to all terms of Agreement. Any request for services made by Employer to Contractor shall be deemed as acceptance and approval of this Agreement.

**4. Agreement by Contractor.** Contractor may decline or cancel job or work order or rescind this Agreement any time before, during or after completion, for any reason. Final acceptance is contingent upon receipt and review of all documents and instructions, **before posted cut-off time**, and any necessary third-party contact and cooperation. Contractor may accept changes if time and schedule allows and acceptable compensation is agreed to by Contractor.

**5. Contractor Authority and Duties.** Contractor shall be authorized to perform the following tasks, as applicable, for each job accepted by Contractor.

- (a) **Receive or send documents**, as needed, by email, mail, fax, delivery, pick up, website download, or from Customer or third party.
- (b) **Print, copy, scan, review and transport documents** as needed.
- (c) **Set appointment** time range, by contacting Customer. Employer is not authorized to set appointment time for Contractor. Contractor will set appointment based on receipt of all documents, other scheduled tasks, time required, availability, other factors, and may require prepayment.
- (d) **Arrive at appointment** location at the scheduled appointment time or time range. If delayed beyond time range, Contractor shall notify Customer of delay and estimated time range of arrival.
- (e) **Present documents** for review, completion, correction, signature, initials and notarization as required. Provide copy to Customer as needed.
- (f) **Contact Employer**, or other party, if required, by phone, website or email, to **confirm arrival** at appointment and to **confirm job completion**.
- (g) **Return documents** by email, mail, fax, upload, courier or delivery service. Employer shall pay all shipping costs and provide shipping label or account number. Employer may not list Contractor as a party on shipping label nor use Contractor's address. Contractor does not guarantee that documents will be dropped off at delivery service before scheduled pick-up time on the same day. Documents may be dropped off at delivery service after scheduled pick-up time or on the following business day.
- (h) **Follow written instructions** received from Employer before completion of job, as allowed or required by laws, rules, regulations, policies, and ethical standards. Contractor shall make a "best efforts" attempt to follow written instructions, but shall not be liable for problems due to instructions that are missing, incorrect, incomplete, confusing, conflicting or unusual.
- (i) **Incorrect or Missing Documents.** Contractor is not liable for any incorrect or missing notarial certificate or document provided by Employer.

**6. Acceptance by Employer.** Upon receipt, Employer, or other recipient party, shall carefully review completed document package. Errors and omissions shall be reported to Contractor by email within twenty-four(24) hours or document package shall be deemed as correct, complete and accepted by Employer "as is".

**7. Compensation.** Employer agrees to promptly pay Contractor the fees listed in Contractor's current Fee Schedule, unless a different fee has been agreed to in writing, before work begins. Fees are due when services are rendered. Contractor may require full or partial fees to be paid in advance.

**8. Deductions for Errors and Omissions.** If there are any deductions which may reduce total fees due Contractor because of errors or omissions, the deduction amount shall be stated in a separate rate sheet/deduction schedule provided in advance by Employer. If there is no rate sheet/deduction schedule provided in advance by Employer, the agreed fee for services shall be as stated in Contractor's current Fee Schedule, or prior agreed amount, with no deductions allowed. Any rate sheet/deduction schedule, received from Employer and accepted by Contractor in advance, shall be considered part of this Agreement.

**9. Additional Fees Due Contractor.** Contractor reserves the right to charge additional fees, if, as a result of any error, omission, delay, change or addition by Employer, lender, title or escrow company, broker, agent, signing service or Customer, Contractor is required to reprint, shred or send documents, provide additional time or services, or additional driving time or other expenses.

**10. Cancellation Fee/No Show Fee.** If appointment with Customer is cancelled by Employer, Customer or other party before completion, or if Customer does not show up for appointment, a cancellation fee or no show fee is due Contractor, according to current Fee Schedule, plus other applicable fees.

**11. Bad Check Fees.** Employer shall pay Contractor for any fees or expenses due as a result of Employer's checks which are returned by a financial institution as non-payable due to insufficient funds, defect or stopped payment.

**12. Payment.** Employer agrees to pay Contractor, for services rendered, on or before due date shown in Contractor's invoice. Contractor may submit invoice by email, PayPal, website, fax, mail or delivery. Non-receipt of Contractor's invoice, Customer no show or refusal to sign, cancellation, delays, failure to close the loan, transaction or to receive funds from another party, or other problems, do not release Employer from **essential, material duty to pay in full by due date**.

**On or before due date**, Employer, in **good standing**, may **pay online** by **PayPal**, or **by mail** with a personal, business, or certified check, or money order.

**After due date**, Employer agrees to **pay online** using **PayPal**, or to send payment **by mail**, with a **Certificate of Mailing, Express Mail** or **Priority Mail**, with **Delivery Confirmation**, and must email **tracking number** to Contractor on date of mailing. Mail payments must be **certified check** or **money order** only.

After the due date, or at any time when Employer is in **bad standing** or in **Default**, or if Employer has previously issued a bad, late or defective check, Contractor may refuse to accept payment by personal or business check.

**Contractor does not lend money.** If Contractor does not receive full amount due by due date, Contractor may add **late fees, interest, collection costs and other fees** to any balance due, according to Contractor's current Fee Schedule.

Contractor may require full or partial **pre-payment** by Employer, when:

- (a) Employer has a poor, thin, brief or unknown credit history or credit rating.
- (b) Employer has a rating below four stars (\*\*\*\*) on NotaryRotary.com
- (c) Employer is rated below A or not rated by Better Business Bureau
- (d) Employer is in bad standing with Contractor or is in Default
- (e) Employer is not in good standing with federal, state or local business regulators or is not current with required filings
- (f) Employer has no company website, is a home-based business or individual.

If Employer is in Default, the due date for all amounts due is **accelerated** to be immediately due without further notice or demand from Contractor.

**13. Liquidity Guarantee.** Employer guarantees that Employer currently has and shall maintain sufficient liquid funds to pay Contractor in full by due date, without relying on any other income, loan, funds, or capital from other parties.

**14. Reimbursement for Collection Costs.** Employer shall reimburse Contractor for all collection costs, credit reports, BBB reporting, legal fees, travel and lodging, expenses, law enforcement reporting, and court costs that Contractor may incur to collect amounts due, or for reporting suspected illegal or unethical conduct, due to late payment, non-payment or partial payment.

**15. Time is of the Essence.** Employer agrees that **prompt payment of full balance by due date is an essential, material element** of this Agreement. Employer agrees that a **prompt reply** to requests by Contractor for information, documents, status or help, **is an essential, material element** of this Agreement.

**16. Material Breach and Default.** Employer shall disclose material facts and substantial changes to Contractor, so that Contractor can evaluate risks and make fully informed business decisions. The following actions by Employer shall be considered as a Material Breach of this Agreement and a **Default**:

- (a) **Failure to pay the full amount due by the due date.**
- (b) **Failure to respond** or object by cutoff time or due date to requests, complaints, mail, email, fax, phone calls, invoices, notices or demands shall be deemed **silent acquiescence, tacit agreement and implied consent**.
- (c) Failure to disclose material information including financial status, lack of financial capacity or liquidity, credit rating, collections, liens, judgments, litigation history of Employer or company officers, criminal history, regulatory violations, fines, licensing or enforcement actions, conflicts of interest, change of key personnel, address, email address or phone.
- (d) Misrepresentations, lies, false statements, false pretenses, deceptive, bait and switch, illegal, immoral or unethical business practices.
- (e) Failure to maintain good standing with government agencies, regulators, tax authorities, credit bureaus and law enforcement.
- (f) Failure to acquire or maintain required license, continuing education, insurance or bond.
- (g) Threats, violence, obscene, abusive language, slander, libel or illegal acts.
- (h) Requests or demands for Contractor to commit illegal acts such as false dating or falsifying documents, signatures or records, notarizing blank or incomplete documents, or submitting extra or loose notarial certificates.

#### **17. Anti-Crime Provisions.**

(a) **Criminal Intent.** False statements by Employer such as “the check is in the mail”, shall be deemed as unacceptable, deceptive and fraudulent, with criminal intent, unless Employer provides Contractor with written evidence of Certificate of Mailing, Certified Mail, Priority Mail, or Express Mail, with tracking number and Delivery Confirmation, and number of the enclosed signed check.

Failure to respond by cutoff time or due date to invoices or requests for payment, status, answers, documents or information, or submitting an unsigned or defective check, shall be evidence of **Bad Faith** and **unfair business practices** by Employer. Failure to respond by due date to a second request, notice or **Demand for Payment** shall be evidence of criminal intent by Employer and a deliberate attempt to hinder, delay, evade, divert or defraud Contractor of valuable time, effort, resources and services rendered for the unfair advantage, benefit and unjust enrichment of Employer, at the expense of Contractor. Contractor may use **Certified Mail, Delivery Confirmation**, email or efax receipt as evidence of delivery and receipt of documents and notices by Employer.

Any illegal or unauthorized taking, custody, possession, use, misappropriation, delay or withholding of Contractor’s funds, shall be evidence of **criminal intent**.

(b) **Fraud, Embezzlement, Conversion.** If Employer receives any funds earned by or due to Contractor, Employer shall act as a fiduciary, on behalf of Contractor. Employer shall keep such funds in a separate account, and may not commingle funds with Employer’s operating account, reserve account or personal account. Employer shall not maintain custody of such funds, but must promptly forward such funds by mail, Priority Mail or PayPal to Contractor. If Employer commingles Contractor funds with Employer’s business funds, or personal funds, or retains custody for more than **thirty (30) days**, or uses Contractor’s funds for any personal or business purpose, such action shall be evidence of **criminal intent** to commit fraud, embezzlement or conversion of funds, and a breach of fiduciary duty.

(c) **Reporting Fraud and Other Crimes.** If Employer engages in any activity suspected as fraud, embezzlement, conversion of funds, wire fraud, mail fraud, or other crime, Contractor may report such activity to law enforcement or regulators for investigation. Employer shall remain liable for any amounts due to Contractor, and agrees to pay Contractor for all time and expense involved in gathering evidence, reporting, testifying, enforcement and prosecution.

**18. Limited Liability.** In the event of any dispute, to the maximum extent allowed by law, Employer shall hold Contractor harmless, and shall release Contractor from all liability, other than a refund of any fees paid to Contractor. In no event shall LLC members of the Contractor be held personally liable. Employer shall not seek to pierce LLC protection of members for any reason.

**19. Other Agreements.** Unless otherwise agreed in writing, this Agreement shall replace, amend or cancel any prior existing Agreement. It is intended to define duties and terms, and to assist Contractor in prompt collection of amounts due. Any work order or other written instructions, received and accepted by Contractor prior to scheduled appointment shall be considered part of this Agreement. In any conflict, this Agreement shall prevail.

**20. Assignment.** Contractor may assign Agreement, invoice, and amounts due, in whole or in part, to another party, prior to, or after services have been rendered. Contractor may delegate some or all tasks to another party to perform.

**21. No Waiver.** If Contractor fails to enforce any rights or provisions of this Agreement, that shall not cause a waiver or loss of any rights or provisions.

**22. Jurisdiction.** If Contractor declines settlement by mediation, then any dispute regarding the terms of this Agreement, or any breach thereof, shall be resolved by the law of the United States and the State of Colorado. LLC operation and member protection shall be governed by the LLC state of formation. Any terms not stated in this Agreement shall be governed by the Colorado Uniform Commercial Code (UCC), and include common law and the law merchant per CRS 4-1-103(b). **Contractor reserves all rights** under UCC per CRS 4-1-308. Such laws, rules and procedures shall be considered a part of this Agreement. Employer agrees to pay all expenses to travel to Colorado regarding any dispute or litigation with Contractor. Employer waives presentment, notice of dishonor and protest in connection with this Agreement.

**23. Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully or partially severable, and this Agreement shall be construed and enforced as if such provision had never been a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by any severed provision.

**24. Copies Valid.** A copy, electronic copy, reproduction or facsimile of this Agreement shall be equally as valid and binding as the original.

**25. Entire Agreement.** This Agreement and any valid written Attachments, and any applicable laws, constitute the entire Agreement. All prior agreements, conversations, discussions, representations, warranties, and covenants are merged herein. There are no other warranties, representations, covenants, or agreements, express or implied, between the parties. Any amendments or modifications of this Agreement shall be in writing. Any revisions posted on Contractor’s website shall become fully effective immediately.

**26. Acceptance.** This Agreement shall be deemed agreed to and accepted by Employer on the date of submission of a work order, documents or other request for services made by phone, fax, mail, email or in person. Lack of objection in writing shall indicate consent and tacit agreement. If Employer does not object in writing to any terms of this Agreement before Contractor begins work requested by Employer, Employer shall be bound to all terms of this Agreement.

This Agreement shall be deemed agreed to and accepted by Contractor after all documents, written instructions, and replies to requests for additional information have been received and reviewed, along with any pre-payment required by Contractor, and is subject to Contractor’s confirmation of satisfactory business rating, credit rating and reputation of Employer, and contact with any Customer.

Contractor may indicate acceptance by sending a confirmation to Employer. No signatures or date are required to accept this Agreement, but are optional.