

# Loan-Closers.com, Inc.

## AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES LOAN-CLOSER.COM, INC.

Loan-Closers.com, Inc. located at 25909 Pala Suite 315 Mission Viejo, CA 92691, hereby retains (*please print name*) \_\_\_\_\_ (hereinafter "Contractor")

To perform services for Loan-Closers.com, Inc., as described below.

### Terms and Termination

This agreement is effective from the date of receipt and will continue in effect until terminated by either party with fourteen days written notice.

### Services to be provided by Contractor

Contractor will provide the following services to the reasonable satisfaction of Loan-Closers.com, Inc.

- Contractor will demonstrate requisite knowledge of loan signature requirements.
- Contractor will arrive at designated location, on time and in appropriate business attire.
- Contractor will obtain and acknowledge required signatures from borrower(s).
- Contractor may answer questions on loan signature placement only.
- Contractor will return the completed loan package to lender immediately.
- Contractor will keep this agreement and all details herein confidential and will not release this agreement or any of the terms to any party.
- Contractor agrees not to offer opinions or comments on any other matters related to the loan.
- Contractor agrees to compensation and point deduction schedule.
- Contractor agrees to rectify all mistakes made, in order to complete signing and incur all costs including but not limited to overnight charges back to lender.
- Contractor is aware that at the end of each billing period Loan-Closers.com, Inc. will evaluate contractor's performance. In the event that your performance falls below company standards Loan-Closers.com, Inc. will stop contracting for a period of two weeks to thirty days at which time contractor will be re-evaluated for future use.
- Contractor agrees to only accept signings with a full commitment of his/her resources and time to Loan-Closers.com, Inc. and/or its clients.

### Compensation

In consideration of the provision of the services described above, Loan-Closers.com, Inc. will pay Contractor as followed:

<u>PARCEL DELIVERY</u>		<u>EMAIL FEES</u>	
Full set of loan documents	\$50.00	Full set of email loan documents	\$20.00
GMAC signings	\$40.00	GMAC signings	\$15.00
Application Only signings	\$40.00	2 <sup>nd</sup> set of loan documents	\$15.00
Second trip (due to notary error)	No Charge		
2 <sup>nd</sup> set of loan documents	\$25.00		
Partial set of loan documents	\$25.00		
Cancellation Trip Charge	\$25.00		
Cancellation No Trip	No Charge		

Invoices need to be submitted to Loan-Closers.com, Inc. by Contractor once a month on the last business day of that month and will include the number of loan packages completed with the order number, borrower name, date completed, and the rate that applies. Properly submitted invoices are payable within thirty (30) days of receipt. If invoice is not received by Loan-Closers.com, Inc. within 90 days of completed assignment payment will be void. Any expenses that Contractor incurs must be approved in advance by Loan-Closers.com, Inc. before submission of payment.

**Contractor shall comply with all mandates and guidelines set forth by Loan-Closers.com, Inc. Failure to comply will result in forfeiture of fees.**

### Independent Contractor Status

It is expressly agreed and understood that Contractor is performing services under this Agreement as an Independent Contractor of Loan-Closers.com, Inc. and Contractor is not an employee or agent of Loan-Closers.com, Inc. Loan-Closers.com, Inc. liability hereunder is limited to payment of the rate provided in this Agreement. Furthermore, the contractor should be solely liable and responsible for any dereliction of duty to Loan-Closers.com, Inc. and/or its clients, also responsible for improper, unlawful, or unauthorized act and obligation which he or she might incur. Any obligations of Loan-Closers.com, Inc. to the contractor are those explicitly set forth in this agreement.

**25909 Pala Suite 315 \*Mission Viejo, CA 92691 \*www.loan-closers.com.  
Phone 949-470-3737 \*Fax 949-470-3733 \*Phone 877-887-3737 \*Fax 877-871-3733**

# *Loan-Closers.com, Inc.*

## **Non-Solicit**

Due to extensive time and money building a client national database, earning the trust and respect of our clients and their privacy solicitation of Loan-Closers.com, Inc.'s customer/clients or contacts/vendors is strictly prohibited and may cause for forfeiture of fees and/or legal action. In consideration thereof contractor agrees not to solicit directly and/or indirectly with the said specified above, whether this agreement is enforced or after dissolution for a period of three years. This agreement does not affect your existing or future customers. This does relate to the customer/clients that Loan-Closers.com, Inc. exposes you to.

## **Excused Performance**

Neither party will be liable for any failure to perform or for delayed performance of any obligation under this Agreement if such performance is prevented, hindered, or delayed by reason of any cause beyond its reasonable control, including, without limitation, any labor dispute, strike, or other industrial disturbance; Act of God; flood; earthquake; casualty of war; act of public enemy; riot; insurrection; law or court action; or regulation or order of any government agency, or subdivision thereof.

## **Liability Insurance**

Contractor shall comply with all local and state requirements concerning licenses both professional and unprofessional and/or locations, holding Loan-closers.com, Inc and/or its clients harmless from any and all claims arising from any negligent act omission or dereliction of duty and responsibility. Contractor shall also provide proper insurances of any assistance of signing agent deemed necessary in performance of this agreement. All notaries must carry their own Errors and Omissions insurance policy with a minimum \$25,000 of coverage. It is recommended that notaries carry at least \$100,000.

## **Proprietary Rights**

The contractor may obtain confidential and private information concerning customers/clients, vendors and privileged others with whom Loan-Closers.com, Inc. does document signing business. ALL OF THE FOREGOING INFORMATION, both potential and actual shall be kept secret and confidential in a professional manner.

## **Taxes**

Contractor agrees to pay all applicable taxes, which may arise as a result of this Agreement, including but not limited to, Social Security, Income Tax, withholding disability and other payroll tax requirements.

## **Entire Agreement/Amendment**

This Agreement sets forth the entire understanding between the parties relative to the subject matter hereof, and any and all prior or contemporaneous negotiations, understandings, agreements, representations, warranties, inducements, or similar communications are superseded and replaced by and/or incorporated into this Agreement. No modifications, amendment, discharge, or replacement of this Agreement or any of its terms and/or provisions shall be effective for any purpose unless and until confirmed in writing executed by the duly authorized representative of each of the parties thereto.

## **Assignment**

Neither party may assign, without the other party's prior written consent, this Agreement or any right or obligation hereunder, nor would any and all assignments without said prior written consent be deemed void.

## **Governing Law**

This Agreement will be governed by, construed under, and in accordance with the laws of the State of California applicable to contracts made and wholly performed in that State

The party below acknowledges that the above statements and agreement was read, understood completely and fully, and voluntarily agrees to its stipulations and provisions.

\_\_\_\_\_  
Contractor

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

Loan-Closers.com, Inc. Officer: Cristyn Spooner, Vice President

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