### **\*MOBILE NOTARY AGREEMENT\***

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Notary”) and [COMPANY NAME]“Company”.

WHEREAS, Company is hiring Notary for the limited purposes and under the terms and conditions set forth below, and Notary acknowledges that the failure to timely and fully complete the duties under the terms and conditions set forth herein will result in Company incurring financial loss.

THEREFORE, it is agreed as follows:

1. **SIGNING:** Notary will travel to the below listed site(s) and make Notary’s very best effort to obtain the required signatures of the following party(s):

**Signor 1’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: (**\_\_\_\_\_**)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Scheduled Date and Time: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ @ \_\_\_\_:\_\_\_\_\_\_\_\_AM/PM**

**Signor 2’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: (**\_\_\_\_\_**)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Scheduled Date and Time: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ @ \_\_\_\_:\_\_\_\_\_\_\_\_AM/PM**

(in case of other signor(s), see back page)

1. **DOCUMENTS:** The following documents are included (only if checked) and are required to be either signed and/or signed and notarized:

**STANDARD DOCUMENTS:**

❒ Fee Agreement (see Paragraph 5 below for important instructions)

❒ Power of Attorney

❒ Assignment of Rights

❒ County Application to Claim Funds

❒ W-9 Form

❒ Inheritance Expectancy Agreement

❒ Letter of Direction from Claimant to Agency

**MISCELLANEOUS DOCUMENTS:**

❒ Indemnity Agreement

❒ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

❒ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

❒ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary shall obtain signatures of the above described party(s) as required and immediately return all documents, signed and properly notarized (where a notarized signature is required), to Company by overnight mail. A prepaid FEDEX label is enclosed for your use.

1. **REQUIRED EQUIPMENT:** Notary shall carry the appropriate tools to perform all duties required by this agreement, specifically his or her notary seal, and including a cell phone and a digital camera.

1. **APPOINTMENT SETTING:** Notary shall advise Company of the time and place signing is scheduled to take place so Company can arrange to be available by phone should Notary need to contact Company.

1. **IMPORTANT INSTRUCTIONS FOR CONDUCTING SIGNING:** Notary shall first present the Fee Agreement to person signing the documents and shall not show or present any other documents until the Fee Agreement is signed and an original copy is put away in the Notary’s briefcase. Then Notary shall present the other documents to the signor and have those documents signed. In no event shall the Notary show any documents other than the Fee Agreement to the signor until that Fee Agreement is fully signed and put away in Notary’s briefcase.
2. **IF SIGNOR WILL NOT SIGN ALL DOCUMENT(S):** In the event Signor will not sign or initial any or all the documents, Notary shall immediately call the Company and allow the Company and Signor to confer. If all papers are not signed and initialed as needed then Notary shall take all documents back with him or her and not leave partly completed or unsigned documents with Signor.

1. **IF SIGNOR DOES SIGN THEN LEAVE A SET OF DOCUMENTS WITH SIGNOR:** If signor does sign the complete set of documents, then leave one complete set of signed documents with Signor. If Signor does not sign all documents then do not leave any copies.

1. **ADVICE OR OPINION:** Notary shall not provide any advice or opinions regarding these documents, or their legal effect, or discuss the contents with the persons signing the same. Notary should simply inform the persons that Notary has no specific knowledge or training and is simply hired to notarize signatures.

1. **PROOF OF IDENTITY:** Notary shall obtain either a legible copy or a digital photograph of all Signor’(s) driver’s license(s) and a digital photograph of each Signor. **That copy or digital photograph must be sent to the Company along with the other documents that the Notary is handling**.

1. **OTHER DUTIES:** Duties are not specifically mentioned herein may from time to time be requested by Company, the cost of which shall be agreed to prior to performance, and Notary agrees to perform said other duties to the best or his or her efforts.

1. **INABILITY TO FULLY PERFORM:** In the event Notary is unable to fully perform the foregoing duties, Notary shall immediately return all documents and any other items provided by Company.

1. **PAYMENT TO NOTARY:** Notary shall provide Company with an invoice, due and payable upon receipt of all documents and any other required items mentioned herein. No payment shall be due nor issued without said invoice. If filled in, send payment via PayPal to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **AGREED COMPENSATION:** Notary will be paid for services as follows:
2. Notary fee and up to 60 minutes on-site time: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Mileage in excess of 25 miles round trip, per mile: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Approved excess site time, per 15-minute period: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. Expenses to be reimbursed (none if not specified): $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_

Notary’s Signature Notary’s Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary’s Address Notary’s City, State and Zip

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary’s Phone Notary’s Email Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_

Company’s Signature Company’s Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company’s Address Company’s City, State and Zip

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company’s Phone Company’s Email Address

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**DO NOT LEAVE DOCUMENTS WITH SIGNOR UNLESS YOU ARE LEAVING WITH A SIGNED SET OF DOCUMENTS!**

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