

XPEDITE INDEPENDENT CONTRACTOR AGREEMENT

This Agreement made this _____ day of _____, 200__, by and between **XPEDITE Criminal Research** (hereinafter referred to as **XPEDITE**, and _____
(hereinafter referred to as **Contractor**);

WHEREAS, **XPEDITE** is an Ohio Company providing record retrieval services and

WHEREAS, **XPEDITE** desires to contract with **Contractor** to render services hereinafter described,
NOW, THEREFORE, in consideration of promises hereinafter made by the parties, it is agreed as follows:

1. **XPEDITE** hereby contracts with **Contractor** to identify and retrieve judicial records and court documents on individuals as requested by **XPEDITE** on an "as needed" basis. **Contractor** agrees to use its best efforts to perform all services in a professional manner and to meet or exceed the highest standards in the industry.
2. **Contractor** shall not be restricted from rendering similar services to any other entity during the term of this agreement nor shall **XPEDITE** be prohibited from obtaining similar services from any third party or other source.
3. All court records shall be reported for the maximum number of years available without incurring additional court fees, but in no case shall less than a seven-year search be provided. Accurate court records on the subject are required, including without limitation, correct court jurisdictional case information and final disposition of adjudication, including dismissals. Failure to do so may result in non-payment. Upon completion of each request successfully researched, **Contractor** will be compensated on a unit basis as stated in Addendum A of this agreement
4. **Contractor** shall render all services to **XPEDITE** as an independent **Contractor**. As such, **Contractor** shall be solely responsible for providing all equipment, material and tools necessary to perform services; and solely responsible and liable for the supervision of its employees and agents and for determining methods and means utilized to render such services.
5. **Contractor** shall be solely liable for all costs and expenses incurred, including costs and expenses of its agents, and employees. **Contractor** shall maintain all necessary payroll and compensation records and be responsible for payment of all federal, state and local taxes and insurance including, but not limited to, federal, state unemployment insurance, social security, workers compensation and income taxes.
6. **Contractor** acknowledges that timeliness of all reports is of crucial importance and agrees to complete and deliver each report within forty eight (48) hours of **XPEDITE** request or **XPEDITE** may obtain services from another service and no payment will be due and owing to **Contractor**. For purposes of this paragraph, time is of the essence.
7. **Contractor** shall maintain all information delivered by or produced for **XPEDITE** on a confidential basis and shall not utilize such information directly or indirectly on behalf or for the benefit of themselves or any third party.
8. **XPEDITE** will not be responsible to **Contractor** for any loss or damage to property of the **Contractor** or personal injury of the **Contractor** or its employees/agents. **Contractor** agrees to indemnify, defend and hold **XPEDITE**, its employees and agents harmless from any and all losses for property damage and personal injury (including death) arising from or related to the performance of this agreement or any breach of any term, covenant, representation or warranty by **Contractor**, its employees or agents thereof.
9. **Contractor** covenants and agrees not to assume or create any obligation of any kind, expressed or otherwise, on behalf of **XPEDITE** or to bind **XPEDITE** in any manner with respect to third parties.

10. This Contract may be terminated upon written notice by either party to the other.

11. This Contract is not assignable by **Contractor**.

12. (A) **Contractor** agrees to accurately complete the **XPEDITE Contractor** Questionnaire, attached to and made a part of this contract as Addendum B. **Contractor** further agrees to answer additional questionnaires, as may be presented by **XPEDITE** during the term of this agreement, including but not limited to those regarding the processes and methods used by **Contractor** to identify and retrieve judicial records and court documents on individuals as requested by **XPEDITE**

12. (B) **Contractor** represents that **Contractor** is not employed by a federal, state or local governmental agency where, in the course of such employment, **Contractor** has access to any judicial records and court documents. **Contractor** agrees that in the event that **Contractor** ever becomes employed by a federal, state or local governmental agency and, in the course of such employment, has access to any judicial records or court documents, **Contractor** will immediately notify **XPEDITE**.

12. (C) In the course of providing record retrieval services to **XPEDITE**, **Contractor** agrees (i) to comply with all applicable Federal, state and local laws and regulations and to obtain the documents and records only through lawful and proper means, (ii) to pay any and all fees and charges imposed by the governmental agency in connection with obtaining any records and documents and (iii) not to give any other payment of any kind to anyone employed by a federal, state or local government agency (other than official search fees charged by such agency).

13. (A) This agreement supersedes all prior agreements and understandings between **XPEDITE** and the **Contractor** and constitutes the entire agreement between the parties. There are no representations with respect to the subject matter hereof except as specifically set forth herein. This agreement may not be modified or supplemented except in writing signed by both parties hereto.

14. XPEDITE and Contractor hereby consent to the exclusive jurisdiction of any state or federal court located within the County of Hamilton, State of Ohio, and irrevocably agree that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts. Nothing herein shall affect the right to serve process in any other manner permitted by law.

CONTRACTOR

By: _____
Signature

Title

Print Name Here

Company Name: _____

XPEDITE Signature: _____

Date: _____

Date: _____

Addendum A

Pricing and Jurisdictions

Upon completion of each request successfully researched, **Contractor** will be compensated per the following schedule:

Search Type		Per Unit Charge	Government Fee
County Felony & Misdemeanor		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
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		\$	\$
		\$	\$
		\$	\$

*Make additional copies of this page as required for additional jurisdictions.

Addendum B

Independent Contractor Questionnaire

Contractor Name: _____

1. Are you, or anyone associated in business with you, employed by a federal, state or local governmental agency, and in the course of such employment, do you have access to any judicial records or court documents?

No _____ Yes _____

If you answered "Yes", please provide the name of each person, the governmental agency they work for, and the name, title, and business mailing address of their manager.

<u>Name</u>	<u>Agency</u>	<u>Manager Name, Title & Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. In the course of performing record retrieval services for **XPEDITE** do you currently, or have you ever, given payment of any kind directly to anyone employed by a federal, state or local government agency (other than official search fees charged by such agency)?

No _____ Yes _____

If you answered "Yes", please explain the circumstances, including the amount, date and reason for such payment(s):

3. Please describe specifically your search process, including the courts you search, your search method, e.g., public access terminal, docket books, etc., and the number of years for which records are available. (If additional space is required, make copies of this page and attach.)

4. Do you use other suppliers to obtain your records?

No _____ Yes _____

If you answered "Yes", please explain the circumstances.

Signature

Date