

Michele Knowles
Town of Seabrook
Seabrook, NH 03874

December 3, 2020

Dear Michele,

Well, here we are almost at the end of 2020 – what a year it's been! I sincerely hope you and everyone in your family are well and staying safe in this most challenging time.

I have enclosed the renewal contract for the 2021 mortgagee searches relative to your lien and deeding. There are some changes to the contract most notably:

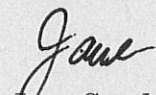
- Lien list must be forwarded to me within 3 days after execution
- All contracts will now expire on December 31, 2021
- The down payment has been lowered from 30% of the projected amount to 25% of the guesstimated cost.

I know some of you have been concerned about the increase in my rates and it was a difficult decision, however, for the past 10 years I have been the only one primarily conducting all of the searches and I must hire people to assist with the volume of work so we can keep to the deadlines. It is my goal to provide the highest, most accurate service to you and in order to do that I must delegate some of the work. The advantage of the situation with the virus is we've all needed to find ways to work remotely. I am very pleased and grateful to have found three people with real estate experience willing to take on a portion of the work, primarily as proof-readers for searches done in prior years.

Please let me know if you have any questions or concerns about anything related to the mortgagee search process.

I look forward to working with you again in 2021!

Best Regards,



Jane Sanders
Manager/Member of Sanders Searches LLC

Enc.

Sanders Searches, LLC., P.O. Box 373, Newmarket, NH 03857
(603) 292-6169 – Office/Cell jssearches@gmail.com

Sanders Searches LLC

PO Box 373
Newmarket, NH 03857 US
603-292-6169
jssearches@gmail.com

INVOICE

BILL TO
Michele Knowles
Town of Seabrook
P.O. Box 476
Seabrook, NH 03874

SHIP TO
Michele Knowles
Town of Seabrook
P.O. Box 476
Seabrook, NH 03874

INVOICE # 1196 DATE 12/04/2020 TERMS Net 30 DUE DATE 01/03/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Seabrook_PartInv2021	2021 Partial Payment of 2021 Renewal Contract Proposed Amount (25% of \$2235.00)	1	558.75	558.75

Looking forward to working with you again!

BALANCE DUE

\$558.75

Contract with Independent Contractor with Confidentiality Agreement

Independent Contractor agreement made on _____ (date), between **Sanders Searches, LLC** of P. O. Box 373, Newmarket, NH 03857, referred to herein as **Contractor**, and **Town of Seabrook (Municipality)**, an incorporated city, town or unincorporated location organized and existing under the laws of the State of New Hampshire, with its principal office located at **99 Lafayette Rd., (Mail: P.O. Box 476), Seabrook, Rockingham, NH 03874** (street address, city, county, state, zip code), referred to herein as **Municipality**.

Whereas, **Municipality** operates at the address set forth above, and **Municipality** desires to have the following services performed in order to comply with New Hampshire Chapter 80 laws relative to identifying mortgagees for the purpose of notification of liens and or impending deeding to said **Municipality** and

Whereas, **Contractor** agrees to perform these services for **Municipality** under the terms and conditions set forth in this Contract.

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Description of Work

The work to be performed by **Contractor** includes all services generally performed by **Contractor** in **Contractor's** usual line of business, including, but not limited to, the following: searches, by property owner, of indices of the County Registry of Deeds. **Municipality** shall provide the list of properties to be searched **within THREE (3) days** after the execution of new liens or **ninety (90) days** prior to the impending deed date (at least 60 days prior to notice mailing date) regarding any properties eligible for tax deeding. **Contractor** shall provide a written report to **Municipality** as soon as possible so that the deadlines for notification can be met.

2. Payment

Municipality will pay **Contractor** for the work to be performed under this Contract as specified below based upon the Projected Number of Searches requested **\$2,235.00**. Each Search shall be charged at the Per Parcel Search Rate listed below. The Projected Number of Searches listed below is based on the previous year's actual number of liens. It is strictly a best guesstimate number and **Contractor** and **Municipality** understand it could fluctuate unexpectedly higher or lower. 12% APR will be added to invoices over 30 days old.

Per Parcel Search Rate:	\$15.00
Projected Number of Searches:	149
Level of Service:	Searches ONLY
PROJECTED CONTRACT AMOUNT	\$2,235.00 (update fee not included)
25% Due Upon Contract Signing:	\$558.75
Update Fee of searches over 30 days old	\$5.00 search only or \$8.00 w/notice typed
Balance due within 30 days of receipt of Final Invoice	

3. Relationship of Parties

The parties intend that an independent contractor-Municipality relationship will be created by this Contract. **Municipality** is interested only in the results to be achieved, and the conduct and control of the work will lie solely with **Contractor**. **Contractor** is not to be considered an agent or employee of **Municipality** for any purpose. **Municipality** is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes **Contractor**; and the employees of **Contractor** are not entitled to any of the benefits that **Municipality** provides for **Municipality's** employees. It is understood that **Contractor** is free to contract for similar services to be performed for other Municipalities while under contract with **Municipality**.

4. Employees of Contractor

Contractor shall be solely responsible for paying all FICA and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the *Contractor* and his employees, servants and agents, if any.

5. Liability

Contractor will carry, for the duration of this Contract, errors and omissions insurance and proof of same shall be provided to the *Municipality* upon request. *Contractor* agrees to indemnify, defend and hold harmless *Municipality* for any and all liability or loss arising in any way out of the performance of this Contract.

6. Duration

Either party may cancel this Contract on 14 days' written notice; otherwise, the Contract shall remain in force through December 31, 2021. Said notice shall be delivered in-person or by certified, return-receipt mail through the United States Postal Service. Provided, however, that if the *Municipality* has provided *Contractor* with a list of property searches to be performed in accordance with this Contract prior to the issuance of any notice of cancellation, the *Contractor* shall complete the searches and provide to the *Municipality* the report thereon and the *Municipality* shall pay *Contractor* therefore. In the event of cancellation of this Contract prior to delivery of a list of properties to be searched any prepayment made by the *Municipality* to the *Contractor* shall be refunded.

7. Confidentiality

Contractor agrees that: (a) all knowledge and information that *Contractor* may receive from *Municipality* or from its employees or other *Contractors* of *Municipality*, or by virtue of the performance of services under and pursuant to this Agreement, relating to the identification of mortgagees related to liened properties such as property owner information belong to *Municipality* or to those with whom *Municipality* has contracted regarding such information; and (b) all information provided by *Contractor* to *Municipality* in reports of work done, together with any other information acquired by or as direct result of employment as a *Contractor* by *Municipality* and during the term of such employment, shall be regarded by *Contractor* as strictly confidential and held by *Contractor* in confidence, and solely for *Municipality's* benefit and use, and shall not be used by *Contractor* or directly or indirectly disclosed by *Contractor* to any person whatsoever except to *Municipality* or with *Municipality's* prior written permission. Any information considered to be public, such as the recording of executed liens at the County Registry of Deeds, shall be exempt from this clause.

8. No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Hampshire.

10. Notices

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

11. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

12. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

13. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

14. Assignment of Rights

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

In this contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

WITNESS our signatures as of the _____ of _____, 20 ____.

Seabrook
(Name of Municipality)

Sanders Searches, LLC

Jane Sanders

Jane Sanders, Member/Manager

*By: _____
(Printed name & Office in Municipality)

(Signature of Officer)

By: _____
(Signature of Officer & Office)

By: _____
(Signature of Officer & Office)

By: _____
(Signature of Officer & Office)

By: _____
(Signature of Officer & Office)

*Town/City Manager, Chair of Select Board, or other authorized officer